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, 11th 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, 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 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: JR
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 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)
SECTION A: APPLICANT INFORMATION

1. Mass Medi-Spa Inc.
   Legal name of Corporation

2. Jeffrey Craig Roos
   Name of Corporation's Chief Executive Officer

3. 84 Polpis Road, Nantucket, MA 02554
   Address of Corporation (Street, City/Town, Zip Code)

4. Jeffrey Craig Roos
   Applicant point of contact (name of person Department of Public Health should contact regarding this application)

5. 551-689-5179
   Applicant point of contact's telephone number

6. jeff@massmedispa.org
   Applicant point of contact's e-mail address

7. Number of applications: How many Siting Profiles do you intend to submit? 2

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: JR
**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</td>
<td>Dispensing 400 Cordwainer Dr, Norwell, MA 02061</td>
<td>Plymouth</td>
</tr>
<tr>
<td>2</td>
<td>Cultivation 400 Cordwainer Dr, Norwell, MA 02061</td>
<td>Plymouth</td>
</tr>
<tr>
<td>3</td>
<td>Processing 400 Cordwainer Dr, Norwell, MA 02061</td>
<td>Plymouth</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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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: **JR**
STANDARD FORM
PURCHASE AND SALE AGREEMENT

FROM THE OFFICE OF:
Ogren, Meyer, Dehne, Deffney, Henderson,
500 Boylston Street, Suite 1500
Boston, MA 02116
Tel. 617-357-1300
Fax 617-357-1301

This _ day of September, 2015

1. PARTIES
AND MAILING
ADDRESSES

Dale R. Vaulcuviet of 106 Oak Street, Duxbury, MA 02332
hereinafter called SELLER, agrees to SELL and

South Shore BioPharma, LLC, a Delaware Limited Liability Partnership, or its nominee, hereinafter
called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following
described premises:

2. DESCRIPTION
(include all references)

Two land with buildings thereon (if any) situated in Norwell, Plymouth County, Massachusetts and located
off Accord Park Drive, Cornwells Heights and Southeast Expressway as appearing as Lot 9 on a Plan
entitled "Lot Layout and Plat of Norwell, N.Y. at Accord Park Drive" (Page 2 of 7)
dated September 4, 1981, revised October 28, 1985 by Loring H. Jacobs Co., and recorded with the
Plymouth County Registry of Deeds as Book No. 23 of 1986 in Plan Book 28, Page 731, containing
approximately 2.87 acres according to said plan, and also shown as Norwell Assessor's Parcel No.
11D, Block 17, Lot 81. Being the same premises deeded to the SELLER by Quitclaim Deed of Gary T.
Christopher, Trustee of Frontland Norwell Realty Trust dated March 14, 2005, recorded with the said
Registry of Deeds at Book 30246, Page 203.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS
& FIXTURES
(fill in or delete)

Included in the sale as part of said premises are the buildings, structures, and improvements now thereon,
and the fixtures belonging to the SELLER and used in connection therewith.

4. TITLE DEED

* Include here by
specific reference any
restrictions, easements,
rights and obligations
in party walls not
included in (b), lessors,
municipal and other
liens, other
encumbrances, and
make provision to
protect SELLER
against BUYER's
breach of SELLER's
covenants to tenant,
where necessary

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the
nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days
before the deed is to be delivered as herein provided, and said deed shall convey a good and clear
record and marketable title thereto, free from encumbrances, except:
(a) Provisions of existing building and zoning laws;
(b) Easements rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of
such deed;
(d) Any liens for municipal assessments assessed after the date of closing;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit
or materially interfere with the current use of said premises.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan
with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said
deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE

The agreed purchase price for said premises is ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS & NO CENTS ($1,250,000.00), of which

$ 50,000.00 have been paid as a deposit this day; and

$1,200,000.00 are to be paid at the time or delivery of the deed in cash, or by certified, cashier’s, treasurer’s, bank or attorney’s IOLTA escrow check(s).

$1,250,000.00 TOTAL.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Subject to and in accordance with Paragraph 46 of Rider A attached hereto, such deed is to be delivered at 12:00 o’clock noon at the Plymouth County Registry of Deeds in Plymouth, Massachusetts, on the earlier to occur of (i) thirtieth day of JANUARY, 2016 or (ii) 30 days from the date that the BUYER notifies the SELLER in writing that it has received all final permits and approvals from the Town of Norwell and the Commonwealth of Massachusetts in accordance with Paragraph 44 in Rider A attached hereto, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions or any instrument referred to in clause 4 hereof.

10. EXTENSION TO PERFECT TITLE

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) calendar days. Seller shall not be obligated to expend more than $5,000.00 in using reasonable efforts hereunder exclusive of monetary circumstances.

11. FAILURE TO PERFECT TITLE

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER’S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or customary conveyancing escrow procedures are followed for subsequent delivery of such instruments.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Basic and Extended Coverage</td>
<td>$ As Currently Insured</td>
</tr>
</tbody>
</table>
| (b) | $

16. ADJUSTMENTS

Water use charges and taxes for the then current fiscal year shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless therein otherwise agreed.

18. BROKER'S FEE

N/A.

19. BROKER(S) WARRANTY

Seller and Buyer warrant and represent that no broker is involved in this transaction.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by OCHENBERGER, DILLIS & HARRIS, LLP, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER. See Paragraphs 46 and 47 of Rider A attached hereto.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be the Seller's sole and exclusive remedy at law and in equity.

22. BROKER AS PARTY

N/A.

23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except the following additional warranties and representations. If any, made by either the SELLER or the Broker:

NONE, except as specifically set forth in this Agreement.
representation was made

25. **FINANCING CONTINGENCY CLAUSE**
   (Diagnosed if not provided for in Offer to Purchase)

In order to finance the acquisition and construction renovations of said premises, the **BUYER** shall seek to obtain private equity financing of up to $1,250,000.00 on terms and conditions acceptable to **BUYER** in its sole discretion. If despite the **BUYER**'s diligent efforts the **BUYER** cannot obtain said funds by the January 31, 2015 closing date specified herein, the **BUYER** may terminate this agreement by written notice to the **SELLER**, prior to the expiration or each time, whereupon any payments made under this agreement shall be forthwith refunded (subject to the terms and conditions set forth in Paragraph 46 of Rider A attached hereto) and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

26. **LEASES AND TENANCY AGREEMENTS**

Intentionally Omitted.

27. **PERSONAL PROPERTY**

Intentionally Omitted.

28. **ADDITIONAL DOCUMENTS**

The **SELLER** shall furnish to the **BUYER**, upon the delivery of the deed, (i) a non-forfeiture affidavit in compliance with the applicable provisions of the Deficit Reduction Act of 1984; (ii) an affidavit to any company providing title insurance to the **BUYER**, which affidavit shall state that there is no person to whom a debt is due for labor performed or materials furnished to the premises in connection with the performance of any work thereon, and that no parties other than those specified in said affidavit are in occupancy of any portion of the premises; and (iii) such additional affidavits and certificates as the **BUYER** or the **BUYER**'s mortgage lender may reasonably request.

29. **SELLER'S WARRANTIES**

The **SELLER** warrants, represents and agrees as follows:

(i) The **SELLER** has not received written notice of any pending condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the premises and has no knowledge that any such proceeding is contemplated.

(ii) There are no management, service, equipment, supply, labor, maintenance or similar agreements with respect to or affecting all or any portion of the premises which shall be binding upon the **BUYER** subsequent to the delivery of the deed.

(iii) The **SELLER** has paid or will pay in full prior to delivery of the deed all outstanding taxes and invoices for utility charges, labor, goods, materials, and services of any kind relating to the premises.

(iv) There is no action, suit, proceeding or investigation pending against the **SELLER** with respect to this agreement, the transactions contemplated hereby, all or any portion of the premises or the ownership thereof, in any court or before any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(v) The **SELLER** has not received written notice of any outstanding violation of any federal, state, county or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the premises.

(vi) The **SELLER** has not received written notice of any proposed governmental assessment for public improvements to or for the benefit of the premises.

30. **ACCESS**

Subject to the rights of tenants, the **SELLER** shall make the premises available upon reasonable advance notice at any time prior to delivery of the deed by representatives and designees (including surveyors, engineers, architects, landscape architects, contractors, subcontractors, appraisers, and the like) of the **BUYER** and any party proposing to provide financing or assisting in the permitting and development of the premises, in order to facilitate the **BUYER**'s purchase of the premises.
31. NOTICES

NA.

32. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

33. ADDITIONAL PROVISIONS

The initial riders, if any, attached hereto, are incorporated herein by reference.

SEE RIDER "A" ATTACHED HERETO AND MADE A PART HEREOF.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SIGNATURES:

BUYER:

SOUTH SHORE BIO PHARMA, LLP

By: ________________________________
Christopher Raths, Managing Partner
Duly Authorized 9-19-15

SELLER:

DALE R. VALICENTI

_______________________________
Dale Valicenti
RIDER A

Rider to Purchase and Sale Agreement dated September 7, 2015 between Dale R. Valicenti, SELLER, and South Shore Bio Pharma, LLP, a Delaware Limited Liability Partnership, BUYER, of premises known and numbered as Lot 9, Cordwainer Drive, Norwell, Plymouth County, MA.

33. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, return receipt requested or, sent by facsimile transmission (with a confirmation sheet obtained by the sender), addressed to BUYER or SELLER at their respective addresses set forth in Paragraph 1 of this Agreement, or in the case of either party, to such other address as shall be designated by written notice given to the other party and copies thereof shall be mailed by first-class mail, postage prepaid, or by facsimile or e-mail transmission with confirmation of receipt.

SELLER'S Attorney: Frederick C. Giandomenico, Esq.
Giandomenico & Giandomenico
40 Front Street
Walpole, MA 02081
Tel. (508) 668-0978
Facsimile (508) 668-7969
Email: feg@giandomenico.com

BUYER'S Attorney: Jeffrey A. De Lisi, Esq.
Olunenberger, De Lisi & Harris, LLP
28 New Driftway
Scituate, MA 02066
Tel. (781) 545-0020
Facsimile (781) 545-4712
Email: jad@olunenberger.com

Such notice shall be deemed given when so delivered by hand or, if mailed when deposited with the United States Postal Service or, if sent by facsimile or e-mail transmission, upon receipt by the sender of standard successful delivery.

34. Any provision of this Agreement which is prohibited or unenforceable in any governing jurisdiction shall, as to such jurisdiction, be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law and shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction. No provision of this Agreement shall be construed against a party hereto merely by virtue of such party's having drafted the language therefor.
35. In matters respecting the title to the premises, standards of the REBA, The Real Estate Bar of Massachusetts d/b/a the Massachusetts Conveyancers Association shall be determinative.

36. The SELLER and BUYERS agree that the deposit made under the Purchase and Sale Agreement is a reasonable forecast of SELLER'S losses that could result if BUYERS were to breach this Purchase and Sale Agreement, including, without limitation, any losses which could result from SELLER'S inability to recall the premises for the same agreed price due to any number of any presently undeterminable factors, whether or not any such losses are actually incurred by the SELLER.

37. The SELLER agrees to furnish the BUYER, at the time of the delivery of the deed, executed affidavits and indemnifications regarding mechanics' and materialmen's liens, parties in possession and materials sufficient to eliminate any title insurance exceptions for these matters and to execute and deliver, at such time, any affidavits and certificates customarily and reasonably required by the conveyancing attorney in connection with transactions of this type.

38. With regard to this Agreement, and any extension to the Agreement or any contingencies included in the Agreement, facsimile or electronic signatures shall have the same effect as original signatures.

39. SELLER hereby warrants and represents that (i) SELLER is not a "foreign person", as defined by the Internal Revenue Code ("IRC"), Section 1445, and (ii) SELLER shall execute and deliver to BUYER at closing an affidavit or certificate in compliance with IRC Section 1445 (b) (2) and the applicable regulations thereunder.

40. Notwithstanding the provisions of Paragraph 8. hereof, the place for the delivery of the SELLER'S deed may be designated in a written notice from the BUYER to the SELLER given at least seven (7) days before the date specified in Paragraph 8 to the office of the BUYER'S conveyancing attorney.

41. BUYER and SELLER further agree to authorize their respective Attorneys, and by executing this Agreement, do so authorize their Attorneys, to execute, on his or her behalf, any and all extensions in connection with the Purchase and Sale Agreement, including, but not limited to, extensions for completion of any and all Inspections and/or extensions for the date of closing or due diligence periods. SELLER further authorizes BUYER, BUYER'S ATTORNEY, and/or the BUYER'S lender's Attorney to obtain information on SELLER'S mortgage, if any, including payoff figures, from SELLER'S mortgage lending institution.

42. Any and all prior memoranda, email, correspondence, and agreements between the parties hereto, are hereby superseded and shall have no further force and effect.
43. SELLER represents and covenants to BUYER the following:

(a) SELLER has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder;

(b) SELLER has not commenced nor has SELLER received notice of the commencement of any proceeding which would affect the present zoning classification of the property. SELLER will not initiate any such proceeding; and will promptly notify BUYER if SELLER receives notice of any such proceeding commenced by third parties; and

44. BUYER’s obligation to perform hereunder is subject to and contingent upon the BUYER satisfying the following requirements, for which the BUYER agrees to use prompt and diligent efforts:

(a) Obtain all necessary permits and approvals from the Town of Norwell, County of Plymouth, MA, the Commonwealth of Massachusetts, and/or Federal authorities, licensees, divisions, departments, and/or entities to operate a Registered Marijuana Dispensary on the premises on or before on or before the date of delivery of the deed specified in Paragraph 8 herein, and as extended pursuant to the terms of Paragraph 46, including but not limited to permits and approvals from the Norwell Zoning Board of Appeals (use), Norwell Planning Board (site plan), Norwell Board of Health (approval of a Title 5 septic system design), Norwell Conservation Commission (Order of Conditions), Massachusetts Department of Public Health (RMD license).

45. SELLER acknowledged that it has recently obtained an inspection and report pursuant to Massachusetts General Laws, Chapter 21E, and agrees to share said report with the BUYER. Notwithstanding, no later than twenty-one days following the date of execution of this Agreement, the BUYER may make or cause to be made all inspections for a “Phase 1” environmental report it deems necessary to determine if there are any hazardous wastes or hazardous substances, as those terms are defined in Massachusetts General Laws, Chapter 21E, in said premises. If it is recommended by the BUYER’S environmental consultants that a “Phase 2” environmental report and soil testing should be performed, the BUYER shall notify the SELLER and the SELLER shall permit such testing as is reasonably necessary to conduct a “Phase 2” environmental test. In the event that BUYER determines that any hazardous wastes or hazardous substances are present in or on said premises, and so notifies the SELLER no later than ninety days from the date of execution of this Agreement, all payments made hereunder by the BUYER (subject to paragraph
shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse of the parties hereto.

46. The Seller and Buyer each acknowledge and agree that the contingencies set forth in this Agreement, in particular but not limited to, the financing contingency set forth in Paragraph 25 of this Agreement, and the permitting/approvals contingency set forth in Paragraph 44 of this Agreement, will take a substantial effort and time to achieve. Accordingly, notwithstanding any provision of this Agreement to the contrary, the parties hereto agree as follows:

a. At the time of execution of this Agreement, $5,000.00 of the deposit specified in Paragraph 7 shall be released by the Escrow Agent to the Seller and be nonrefundable.

b. If this transaction has not closed, or if the Agreement has not been terminated, then on the 15th day of October, November, and December, respectively, $5,000.00 on each such day shall be released by the Escrow Agent to the Seller from the deposit specified in Paragraph 7 will be nonrefundable.

c. If this transaction has not closed, or if the Agreement has not been terminated, then on January 8, 2016, the Escrow Agent, upon the option and direction of the Buyer, shall release the remaining $30,000.00 of the said deposit to the Seller, at which time the date of delivery of the deed shall automatically be extended to February 8, 2016. Said payment shall be nonrefundable.

d. The Buyer may exercise an option to extend the closing date from February 8, 2016 until March 30, 2016 by causing the Seller to receive $10,000.00 no later than February 8, 2016. Payment of such amount as aforesaid from Buyer to Seller shall automatically extend the closing date to March 30, 2016.

e. The Buyer may exercise an option to extend the closing date from March 30, 2016 until April 8, 2016 by causing the Seller to receive $10,000.00 no later than March 30, 2016. Payment of such amount as aforesaid from Buyer to Seller shall automatically extend the closing date to April 8, 2016.

f. The Buyer may exercise an option to extend the closing date from April 8, 2016 until June 8, 2016 by causing the Seller to receive $15,000.00 no later than April 8, 2016. Payment of such amount as aforesaid from Buyer to Seller shall automatically extend the closing date to June 8, 2016.

g. Payments made pursuant to (a), (b), and (c) of this Paragraph 46 shall reduce the amount of the deposit being held, and shall not be in addition to the purchase price set forth in Paragraph 7 hereof.

h. One-half of the payment made pursuant to (d) of this Paragraph 46 shall be applied to reduce the purchase price by such amount.

i. One-half of the payment made pursuant to (d) of this Paragraph 46, and all of the payment made pursuant to (e) of this Paragraph 46, shall be in addition to, and shall not be applied to reduce, the purchase price.

47. In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said deposit monies into the Clerk
of Court of proper jurisdiction in an Action of Interspleader, providing each party
with notice thereof at the address recited herein, and thereupon the Escrow Agent
shall be discharged from its obligations as recited therein, and each party to this
Agreement shall thereafter hold the Escrow Agent harmless in such capacity.
Both parties hereto agree that the Escrow Agent may deduct the cost of bringing
such Interspleader action (including reasonable Attorney's fees) from the deposit
money held in escrow prior to the forwarding of same to the Clerk of such Court.
The BUYER agrees that, in the event that a dispute arises regarding this Purchase
and Sale Agreement and/or any actions by the Escrow Agent, Ohrenberger
Associates may continue to represent the SELLER in connection with said dispute
and the BUYER hereby waives its rights to object to said representation.

48. Upon execution of this Agreement, the Seller shall provide the Buyer with copies
of all documents, testing, permits, applications, licenses, and plans relating the
Premises so as to facilitate the Buyer in obtaining all necessary permits
contemplated in Paragraph 44(a) herein. Additionally, in the event that this
Agreement is terminated then the Buyer hereby agrees to assign and provide the
Seller with all non-privileged documents, testing, permits, applications, licenses
and plans which the Buyer has generated or obtained following the date of
execution of this Agreement relating to the Premises.

49. The Parties agree that the terms and conditions of this Agreement shall be
confidential and each party agrees that it shall not share such information with
third parties or individuals.

50. The Seller shall provide Buyer with reasonable cooperation, including but not
limited to authorizations to file for permits and approvals and assistance during
such processes, as reasonably requested by Buyer.

51. SELLER(s) reserves the right to treat this sale as an exchange under Section 1031 of
the Internal Revenue Code in which case BUYER agrees to cooperate, so long as
that in providing such cooperation the BUYER does not incur any additional costs or
expenses, unless the SELLER shall reimburse the BUYER for any such costs or
expenses.
BUYER:
SOUTH SHORE BIO PHARMA, LLP
By: Christopher Rons, Managing Partner
    Duly Authorized

SILVER:
DALE R. VALICENTI
1. PARTIES:

South Shore BioPharma LLP, hereinafter “SSBP”, as LESSOR, which expression shall include heirs, successors and assigns where the context so admits, does hereby lease to Mass Medi-Spa, Inc., hereinafter “MMS”, or their designee or entities, LESSEE, which expression shall include successors, executors, administrators and assigns where the context so admits. The LESSEE hereby leases the following described premises:

2. PREMISES:

This single purpose building includes the land area and building of approximately 40,600 +/- square foot light industrial/ commercial space located at 400 Cordwainer Drive, in Norwell, Massachusetts, “Premises”. All plans specifications, building permits and other plans which comprise “building plans are to be incorporated in this section as if set forth herein and LESSOR shall deliver to LESSEE a building substantially completed as planned.

3. TERM:

Commencing October 1, 2016, or five days after the building receives an occupancy certificate if the building cannot be delivered by the 1st of October and for a term of Twenty (20) years through September 30, 2036.

3A. OCCUPANCY/LESSOR TO ACCOMMODATE EARLY ENTRY:

The LESSEE will be allowed access during times when construction is not yet completed assuming construction management can accommodate entry and inspection;
4. RENT:

The LESSEE shall pay to the LESSOR rent at the rate of:

Years 1-20, the rental rate will be calculated to be the total of all costs to erect the turnkey building as set forth in the agreed budget which shall include costs of land, hard construction costs, contingencies used, and all soft costs, then multiplied by .18, the yearly rate at which rent will be paid. The monthly rent shall be the yearly rent divided by 12. In addition to rent, the LESSEE pay rent NNN + Utilities; Beginning in year 11, the rent escalation clause will be in place. Each year after year 10, rent will increase a total of 2%.

The LESSEE acknowledges that this is a “triple net” lease pursuant to the above “NNN” designation and further that the LESSEE is responsible for the payment of any additional rent as defined in Paragraph 6 of this lease if applicable. Lessee will be provided an estimate of what the expected charges for taxes, water, sewer and insurance will be, and unless otherwise agreed, will pay all additional expenses as they arise.

The LESSEE has the option of deferring all of the first 18 months rent and if the election is made to defer rental payments, the outstanding rental obligation will be added to the total budgeted cost to erect the building and the second year rent will be then determined by multiplying the new building cost number by .18. The monthly rent will be the total yearly rent divided by 12.

All rent payments are due on or before the first day of each month, without offset or deduction for any reason whatsoever by the LESSEE unless deferred. In the event of any late payment (within 10 days) of rent or returned rent check for insufficient funds, LESSEE shall tender to the LESSOR an administrative fee equal to $250.00 and for each such occurrence.

Rent rate to be determined. LESSEE shall have the option of extending the term 10 years.

5. SECURITY:

Waived.
6. RENT ADJUSTMENT:
LESSEE will reimburse LESSOR for any insurance the LESSOR purchases to maintain liability coverage on the building. The insurance reimbursement shall be reimbursed each year before the renewal rate for the next insurance cycle begins.

7. UTILITIES:

The 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 the 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 LESSOR’S written consent, which shall not be unreasonably withheld conditioned or delayed.

The LESSOR shall not be liable for any interruption of electricity, gas, water, telephone, sewage, heat or other utility supplied to the premises.

8. OTHER EXPENSES: any other cost attributable to the building other than items for which the LESSOR is responsible are to be the responsibility of LESSEE.

9. USE OF LEASED PREMISES:

The LESSEE shall use the leased premises for a marijuana dispensary so long as the LESSEE maintains necessary licenses thereto. Lessor makes no representations as to permitting and/or final use of the premises other than that the premises are to be for legal purposes and compliant with all local and state ordinances and laws as enumerated herein.

10. 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 unlawful, or contrary to any municipal by-law or ordinance in force in the city or town in which the premises are situated. LESSOR warrants and represents that the permitted uses set forth in Paragraph 8 of this lease are allowed by all applicable laws. Unlawful means that the LESSEE shall comply with all laws relative to the use but that said use may be proscribed under federal laws.

11. INSURANCE

The LESSOR will maintain general liability insurance on the property for which LESSEE shall pay for as set forth in Paragraph 6 of this lease. The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased 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 for any extra insurance premiums caused by the LESSEE’S use of the premises.

However, Lessee shall also maintain at their expense a liability policy that is compliant with DPH Regulations in an amount equal to or exceeding $1M Each Occurrence / $2M General Aggregate of general liability, and shall provide Lessor with a copy of such policy. Lessee shall hold Lessor harmless and indemnify Lessor for ALL causes of actions, injuries, claims, suits including reimbursement of reasonable attorney fees for the defense of suits and the declaration of suits to enforce this clause.

12. MAINTENANCE:

A. LESSEES OBLIGATIONS:

The LESSEE agrees to maintain the interior of the lease premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole.

The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waster. The LESSEE shall keep the premises adequately heated for the protection of the plumbing therein. The LESSEE shall obtain the LESSOR’S consent before erecting any sign on the premises, which consent shall not be unreasonably withheld, conditioned or delayed. The LESSESE shall maintain and keep all such permitted signage in good condition and repair. The removal of snow and ice from the walkways and sidewalks adjacent to and bordering upon the leased premises shall be the LESSEE’S responsibility.

B. LESSOR’S OBLIGATIONS:

The LESSOR agrees to maintain the structure of the building including the roof and the main utilities to the premises, of which the leased premises are a part 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.

13. ALTERATIONS/ADDITIONS:

The LESSEE shall not make structural alterations or additions to the leased remises, but may make non-structural alterations provided the LESSOR consents therein to writing, which consent shall not be unreasonably withheld or delayed. For all such LESSOR
allowed alterations, LESSEE shall procure each license or permit required and perform such work in compliance with applicable local building and zoning regulations at LESSEE’S Expense, which work shall be in quality at least equal to the present construction. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein, unless the LESSOR shall agree in writing at or prior to the installation of such alterations and improvements that such items shall remain the property of the LESEE. 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. LESSEE shall promptly indemnify and defend LESSOR FROM and against any and all such lien to be released of record forthwith without cost to LESSORS.

14. ASSIGNMENT SUBLEASING:

The LESSEE shall not assign or sublet the whole or any part of the lease premises without LESSOR’S prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the timely payment of all rent, including rent adjustments in Paragraph 6 of this lease. No consent by the LESSOR to an assignment or sublease shall be deemed to constitute consent to any future assignment or sublease.

15. SUBORDINATION:

The lease shall be subjected and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or any time hereafter, a lien or liens on the property of which the leased premises are in 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 instrument in the nature of a mortgage provided the LESSOR shall provide a subordination non-disturbance and atonement agreement from all existing and future mortgagees recognizing the rights and obligations of the LESSEE hereunder.

16. LESSOR’S ACCESS:

The LESSOR or the agent of the LESSOR may, at reasonable times, enter to view the leased premises and remove placards and signs not approved and affixed as herein
provided on the building and made repairs and alterations as LESSOR should elect to do and may be shown the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice of letting or selling the leased premises or property of which the leased premises are apart and keep the same so affixed without hindrance or molestation. So long, as the affixation shall not hinder the reasonable operations of LESSEE. The LESSEE shall permit access to the space for reading of the utility meters. LESSOR may also access the premises without notice to LESSEE at any time in which exigent circumstances warrant immediate entry for inspection or repair. The parties agree that forty-eight (48) hours notice, verbal or written, is reasonable notice of the purpose of this lease.

17. INDEMNIFICATION AND LIABILITY:

The LESSEE shall save the LESSOR harmless and indemnified from all direct injury, loss, claims or damage whatsoever to any person or property in or about the demised premises arising from any act, omission or negligence of the part of the LESSEE or its employees, officer, directors, agents, subtenants, contractors, suppliers, licensees, invitees or customers; or claims/damages occasioned by the use or escape of water or by the bursting of pipes, resulting from neglect in not removing snow and ice from the walkways or sidewalks adjacent to or bordering upon the premises, or by any nuisance made or suffered on the leased premises. Upon written notice form the LESSOR, the LESSEE shall immediately take over the LESSOR’S defense in any action related to such matters for which the LESSEE has agreed to indemnify the LESSOR. In the event that the LESSEE fails to so indemnify and defend the LESSOR. The LESSOR shall be entitled to recover its costs, including reasonable attorney’s fees and insurance deductibles, for defending against such claims.

18. LESSEE’S LIABILITY:

The LESSOR and its employees, manager, agents, contractors or assigns, shall not be liable for any damages to the person or property of the LESSEE or its employees, officers, directors, agents, subtenants, contractors, suppliers, licensees, invitees or customers, except where such damage is attributable to the gross negligence or the LESSOR in the performance or failure to perform any of the obligations of the LESSOR under this lease. In any event, the LESSOR shall not under any circumstances be liable to the LESSEE for any injury, loss, claim or damage resulting from the interruption of business due to fire, explosion, utility failure, dampness, flooding, Act of God, hidden defects on the premises or acts or omissions of persons occupying adjacent premises.

19. FIRE CASUALTY EMIMENT DOMAIN:
Should a substantial portion of the leased premises or of the property of which they are a part, 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 leased premises 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 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 sixty (60) 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, equipment or business relocation expenses.

20. DEFAULT AND BANKRUPTCY:

The LESSEE shall be considered in default under this lease as follows:

a) The LESSEE’S failure to timely pay when due any installations of rent, including LESSEE’S pro rata rent adjustment under Paragraph 6 of this lease, or other sum herein specified; or,

b) The LESSEE shall default in the observance or performance of any thereof the LESSEE’S covenants, agreements, or obligations hereunder which shall not be cured within ten (10) days after written notice theretofore, or such longer period as in the LESSOR’S sole discretion may be reasonable necessary to cure such default, provided the LESSEE is diligently pursuing such cure, but in no event longer than thirty (30) days without the LESSOR’S written consent; 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; or

d) The dissolution of the LESSEE corporation, voluntarily or involuntarily.

Upon the LESSEE’S default, the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased 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 default.
Upon the LESSEE’S default, the LESSEE shall indemnify the LESSOR against all loss of rent, rent adjustments under Paragraph 6 of this lease and other payment which the LESSOR may incur by reason of such terminating during the residue of the term. The LESSEE shall also be liable for the LESSOR’S reasonable attorneys’ fees incurred for any reason related to LESSEE’S default, including court costs and reasonable attorneys’ fees for having to commence and prosecute eviction or other legal proceedings against the LESSEE, all reasonable expenses incurred by the LESSOR in attempting to re-let the premises or parts thereof (including advertisements, brokerage commissions costs of cleaning, repairing and preparing the premises for occupancy by a new tenant) and all of the LESSOR’S other reasonable expenditures necessitated by the terminating of this lease, including the costs of insuring the premises and storing LESSEE’S personal property.

If the LESSEE shall default 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 default, may remedy any expenditures or incur any obligations for the payment of money in connection therewith, including but not limited to, court costs and reasonable attorney’s fees in instituting, prosecuting, or defending any action or proceedings, such sums paid or obligations insures, with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

21. NOTICE:

Any notice from the LESSOR to the LESSEE relating to the lease premises or the occupancy thereof, shall be deemed duly serviced, if mailed certified mail, return receipt requested, to the leased premises, via facsimile/email to the LESSEE for which the LESSOR obtains a facsimile/email confirmation or served in hand upon any person in charge of the LESSEE at the premises. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be mailed certified mail return receipt requested, to LESSOR at 26 Feeding Hills MA. 01030. To the LESSEE, notice is to be sent in name of LESSEE at 2172 S Trenton Way (7-308) Denver, CO. 80231

22. SURRENDER & HOLDING OVER:

The LESSEE shall at the expiration or other termination of this lease remove LESSEE’S goods and effects form the leased premises, (including without limiting the generality of the foregoing all signs and lettering affixed LESSEE, either inside or outside the leased premises.) LESSEE.
LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to our 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, LESSOR is hereby authorized (but not obligated) to remove and store any of the property at LESSEE’S expense.

In the event LESSEE remains in possession of the premises after the expiration of the term created hereunder and without the execution of a new lease, LESSEE, at the option of LESSOR, shall be deemed to be occupying the premises either as a Tenant at Sufferance of as a LESSEE from month to month, at a monthly rental equal to the sum of the monthly rent installment, plus 10% of base rent payable during the last month of the term and the LESSEE’S additional rent adjustment identified in Paragraph 6 of this lease. LESSEE shall not interpose any counterclaim(s) other than compulsory counterclaims, in summary proceedings or other action based n holdover.

23. BROKERAGE:

N/A

24. CONDITION OF PREMISES:

The LESSEE will take occupancy of the premises in “as is” condition with the exception of:

Landlord:

A) Landlord shall establish a punch list for all construction related items and shall cause said punch list to be reviewed by LESSEE and landlord shall construct, fix, reconstruct, or repair when reasonably necessary, all items identified on the punch list.

B) The tenant will identify all punch list items and after completion of same will be charged only for materials and not labor to complete the punch list. The costs will be added to the budget which is used as denominator in establishing rent amounts.

25. SIGNAGE:

The Lessee shall be responsible for all signage including placement and compliance with all Town of Norwell’s ordinances.

26. ACCESS:
Lessee will have access to their leased space 24 hours a day, every day.

27. HAZARDOUS SUBSTANCES:

LESSEE agrees not to dump, flush or in any way introduce any hazardous substances or any other toxic substances into the septic, sewage or other waste disposal system serving the premises, nor to generate, store or dispose of hazardous substance in or on the premises or dispose of hazardous substances from the premises to any other location without the prior written consent of the landlord and then only in compliance with the resource Conservation and Recovery Act of 1986, as amended, 42 U.S.C. 8901 et seq., and all other applicable laws, ordinances and regulations; to notify LESSOR of any incident which would require the filing of a notice under applicable federal, state or local law; not to store or dispose of hazardous substances on the premises without first submitting to LESSOR; a list of all such hazardous substances and all permits required therefore and thereafter providing to LESSOR on an annual basis LESSEE'S certification that all such permits have been renewed with copies of such renewed permits; and to comply with all provisions of the lease between LESSOR and LESSEE and with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes. “Hazardous substances” as used in this paragraph shall name “hazardous substances” as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, 42 U.S.C., Section 9601, in M.G.L., C. 21C and 21E, as amended, and in regulations adopted pursuant to said Act.

LESSEE agrees to save, defend, hold harmless and indemnify LESSOR; with respect to the cost of all fines or penalties imposed by any governmental authority and the cost of any cleanup activities that are necessary on the premises or the lot on which the premises are located (including attorney’s fees) as a result of failure to comply with the provisions of this Paragraph 26. The foregoing indemnification shall be in addition to and shall not limit any other indemnifications contained in this lease and shall not reduce or limit LESSEE’S obligations under this paragraph 26.

28. PARKING:

Unreserved.

29. RUBBISH REMOVAL:

The LESSEE is responsible for their waste and rubbish removal and shall contract with a private waste disposal company for both trash and any grease and/or other food related waste. The LESSEE is responsible for all costs associated with the placement of a dumpster(s) on the premises (i.e., concrete pad if necessary) and must receive the LESSOR’S prior approval for the dumpster(s) location.
30. MISCELLANEOUS:

No consent or waiver, express or implied, by the LESSOR to or of any breach in the performance by the LESSEE under this lease shall be construed as a consent or waiver to any other breach by the LESSEE of the same or any other covenant or agreement. Failure on the part of the LESSOR to complain of any action or non-action on the part of the LESSEE or to declare the LESSEE in default, no matter how long such failure may continue, shall not be deemed to be a waiver by the LESSOR of any of its rights under this lease.

If any provision of this lease shall be to any extent deemed invalid or unenforceable, the remaining provisions this lease shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

The LESSEE acknowledges that other tenants of the LESSOR at the Premises are entitled to the quiet and peaceful enjoyment of their respective leased premises, and the LESSEE agrees that its employees, officers, directors, agents, subtenants, contractors, suppliers, licensees, invitees or customers shall not interfere or hinder the rights of other tenants to peacefully enjoy the premises.

This lease shall constitute the only agreement between the parties relative to the demised premises and no oral statements and no prior written matter not specifically incorporated herein shall be of any force and effect. In entering into this lease, the LESSEE relies solely upon the representations and agreements contained herein. The LESSEE further acknowledges that it has been afforded the opportunity to have legal counsel of its own selection review this lease and approve the terms and conditions hereof.

This lease shall not be modified except by a writing executed by both parties. This lease shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, and any claim, action, suit or other proceeding initiated hereunder shall be brought in courts of competent jurisdiction located in Plymouth County, Massachusetts.

The LESSEE acknowledges that the LESSOR shall designate an LLC as the Landlord and it is specifically understood and agreed that there shall be no personal liability on the part of any manager, member, beneficiary, partner, trustee or shareholder of the LESSOR arising out of any damages suffered by the LESSEE or its employees, officers, directors, agents subtenants, contractors, suppliers, licensees, invitees or customers; or for any breach of the lease by the LESSOR.

The LESSEE and LESSOR acknowledge that the party(ies) executing this lease have been duly authorized to act on behalf of the LESSEE and LESSOR respectively pursuant to a binding corporate vote, bylaw provision or management agreement.
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 20th day of February, 2016.

LESSEE: Mass Medi-Spa, Inc.
By its President Jeffrey Roos

LESSOR: South Shore BioPharma, LLP
By its General Partner Christopher Roos

Date: 2/20/16

Date: 2/20/16
SECTION C: LETTER OF SUPPORT OR NON-OPPPOSITION

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: JR
August 26, 2015

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

RE: Letter of Non-Opposition for Mass Medi-Spa, Inc.

Dear Commissioner Bharel:

Please be advised that the Town of Norwell (the “Town”) has been contacted by Mass Medi-Spa, Inc. (“MMS”) regarding its plans to locate a proposed Registered Marijuana Dispensary (an “RMD”) in either the Business C-1 or C-2 Zoning Districts, both of which are zoned to allow such use following the issuance of a special permit by the Norwell Board of Appeals.

On November 20, 2013 the Board of Selectmen (the “Board”) issued such a letter to MMS in relation to a prior application for a license to operate an RMD in Norwell. The Board has had several discussions surrounding the issue of medical marijuana facilities and believes that these types of facilities are business opportunities for the Town. The Town Administrator and the Board have recently met with representatives of MMS and discussed their intentions to operate an RMD in the Town of Norwell. These preliminary discussions have been positive and the Town has no present opposition to, and is willing to further explore options with, MMS for locating and operating in town. Should a license be granted, the Selectmen will work with its Department Heads and local stake holders to ensure compliance with MGL 369, An Act for the Humanitarian Use of Marijuana for Medical Purposes, as well as the regulations of the Department of Public Health, and the by-laws of the Town of Norwell, which by-laws include a requirement that “any medical marijuana treatment center shall not be located within 500 feet of any lot with a residence, school or daycare facility.”
The Board of Selectmen acting on behalf of the Town of Norwell does hereby provide non-opposition to Mass Medi-Spa Inc. to operate a Registered Marijuana Dispensary in Norwell. I have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting held on August 19, 2015. The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility will be located in a zoning district that allows such use by right or pursuant to local permitting.

Very truly yours,

Gregg McBride, Chairman
Board of Selectmen

cc: Mass Medi-Spa, Inc.
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.

We have met on numerous occasions since 2013 with Norwell officials in order to ensure that the proposed RMD is in compliance with all local codes, ordinances, and bylaws.

In February, 2016, Mass Medi-Spa was issued a Special Permit by the Norwell Zoning Board of Appeals for the 400 Cordwainer Drive location. The site complies with all local zoning requirements, including local restrictions regarding the proximity of residential lots and parcels where children may congregate. To comply with Norwell's zoning bylaw and state regulation, the consumption of MMJ on the RMD property is strictly prohibited. The site will also comply with local and state rules regarding signage and exterior lighting.

The company has retained Norwell based real estate firm Ohrenberger, De Lisi & Harris, LLP, as they are well versed in the local bylaws and will ensure that all local zoning ordinances, codes and bylaws are clearly understood and followed to the letter of the law. Mass Medi-Spa's CEO Jeffrey Roos will continue to meet with the local town planners and other zoning officials as necessary in order to ensure that the non-profit is acutely aware of and in compliance with all local and state codes, ordinances and bylaws for the RMD location.

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: JR_____
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: 06/01/2016

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<td>3700</td>
<td>4070</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>0</td>
<td>44400</td>
<td>48840</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>9.15%</td>
<td>9%</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>0</td>
<td>0.77</td>
<td>0.77</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>0</td>
<td>$364</td>
<td>$364</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>14.5</td>
<td>14.5</td>
<td>14.5</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>0</td>
<td>2141</td>
<td>2488</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>0</td>
<td>1793</td>
<td>2366</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>0</td>
<td>348</td>
<td>122</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 06/01/2017

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: JR
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

Jeffrey Roos

Print Name of Authorized Signatory

President and CEO

Title of Authorized Signatory

Date Signed

3/10/16

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: JR
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

Jeffrey Roos

Print Name of Authorized Signatory

President and CEO

Title of Authorized Signatory

Date Signed

3.10.16

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

Jeffrey Roos

Print Name of Authorized Signatory

President and CEO

Title of Authorized Signatory

Date Signed

3.10.16

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: JR
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

Jeffrey Roos

Print Name of Authorized Signatory

President and CEO

Title of Authorized Signatory

Date Signed

3-10-14

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: JR