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 Dispensing</td>
<td>41 Old South Road # E</td>
<td>Nantucket</td>
</tr>
<tr>
<td></td>
<td>Nantucket, MA 02554</td>
<td></td>
</tr>
<tr>
<td>2 Cultivation</td>
<td>400 Cordwainer Drive</td>
<td>Plymouth</td>
</tr>
<tr>
<td></td>
<td>Norwell, MA 02061</td>
<td></td>
</tr>
<tr>
<td>3 Processing</td>
<td>400 Cordwainer Drive</td>
<td>Plymouth</td>
</tr>
<tr>
<td></td>
<td>Norwell, MA 02061</td>
<td></td>
</tr>
</tbody>
</table>

☑ 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: JR.
OFFER TO PURCHASE REAL ESTATE

TO: Barbara Vanderbilt (Seller)  
FROM: South Shore BioPharma LLP (Buyer)  
DATE: December 1, 2016

Buyer hereby offers to buy the property, hereinafter known as the "Premises", referred to and identified as follows:

41 Old South Road #E, Nantucket, MA 02554, also known as Map 68, Parcel 250

Buyer hereby offers to buy the Premises which have been shown to us by William Raveis - Nantucket, LLC as Agent for the Buyer and Maury People Sotheby's as agent for the Seller subject to the following terms and conditions:

(1) Buyer will pay there $295,000.00 as a deposit to bind this Offer.
   (a) $5,000.00 is paid herewith as a deposit to bind this Offer.
   (b) $24,500.00 is to be paid as an additional deposit upon execution of Purchase and Sale Agreement as provided for below.
   (c) $265,500.00 is to be paid in cash, certified check or bank draft at the time of delivery of the Deed.
   (d) $295,000.00 is the Purchase Price.

(2) This Offer is good until ___:00 PM December 3, 2016 at or before which time a copy hereof shall be signed by the Seller or its authorized representative, signifying acceptance of this Offer, and returned to the Buyer forthwith; otherwise this Offer shall be considered as rejected and any money deposited herewith shall be returned forthwith.

(3) The parties hereto shall, on or before December 22, 2016, execute a Purchase and Sale Agreement, which when executed, shall be the Agreement between the parties hereto.

(4) A good and sufficient Deed, conveying a good, clear and marketable title of record shall be delivered at 12:00 on February 15, 2017, at a place to be mutually agreed upon.

(5) If the Buyer does not fulfill its obligations under this offer, any deposits made as detailed in (1) (a) and (b) mentioned above shall become the Seller's property as liquidated damages without further recourse to either party. Said deposit shall be held by an escrow agent, subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.

(6) Disclosures: For one to four family residences, the Buyer hereby acknowledges receipt of the Home Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification."

(7) Time is of the essence hereof.

Buyer(s) Initials _______  
Seller(s) Initials _______

Offer to Purchase_Cobroke (2).docx Page 1 of 2  
HR_WG.7/1/2015

William Raveis Real Estate - Nantucket, 12 Oak Lane Nantucket, MA 02554  
Phone: 508.228.5117  
Fax: 508.228.9217  
Mark Burlingham  
41 Old South Road
OFFER TO PURCHASE REAL ESTATE

(8) When, as, and if the deed is delivered and the purchase price is paid, a Professional Service Fee (Commission) of Two 500/1000 percent (2.500 %) shall be paid to William Raveis - Nantucket, LLC and 2.5% to Maury People, out of the proceeds of the sale in accordance with your listing agreement and the LINK Nantucket Listing Service.

(9) The Buyer shall pay the 2% Land Bank Tax upon closing.

(10) Buyer Contingencies:

(a) SEE ADDENDUM

(b) 

(c) 

(d) 

(e) 

(f) 

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

WITNESS my hand and seal.

BUYER

South Shore BioPharma LLP

Date 12/01/2016

BUYER

26 Brookside Dr.

Feeding Hills, MA 01030

Date 12/01/2016

Phone Number: 

Email Address: 

This Offer is accepted upon the foregoing terms and conditions. WITNESS my hand and seal.

SELLER

Barbara Vanderbilt

Date 12/3/2016

SELLER

No. & Street

City, State, Zip

Phone Number: 

Email Address: 

Offer to Purchase_Cobroke (2).docx Page 2 of 2 HR_WG_7/11/2015

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

41 Old South Road
ADDENDUM

DATE: December 1, 2016

Property Address:
41 Old South Road #E, Nantucket, MA 02554

1. INSPECTION CONTINGENCY
The Buyer may, at the Buyer's own expense and on or before December 12th, 2017, have the Property inspected by a duly-licensed person(s) engaged in the business of conducting home inspections. Such inspections may include, but not be limited to, structural, mechanical, pest, and environmental assessments. If such inspections are not acceptable to Buyer, in Buyer's sole discretion, then the Buyer shall have the option of revoking the Agreement by written notice to the Seller and/or Broker representing the Seller on or before December 19th, 2017, whereupon all Deposits made by the Buyer shall be forthwith refunded, and this Agreement shall become null and void and without further recourse to either party.

2. Satisfactory review of Condominium Documents.

3. Satisfactory eviction of current tenants.

Barbara Vanderbilt
South Shore BioPharma LLP

Date: 12/3/2016

Buyer/Tenant

Barbara Vanderbilt

Date: 12/3/2016

Seller/Landlord

Barbara Vanderbilt

Barbara Vanderbilt

Date: 12/3/2016

Buyer/Tenant

Date: 12/3/2016

Seller/Landlord

Date
STANDARD FORM COMMERCIAL LEASE

By and Between

SOUTH SHORE BIOPHARMA LLP
LESSOR

And

MASS MEDI-SPA, INC.
LESSEE

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 551 square feet of space with two light-filled offices, a full bathroom with shower, and a full basement with 445 square feet of storage space located at 41 Old South Rd. #E, Nantucket, 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 February 15, 2017, or five days after the building receives an occupancy certificate if the building cannot be delivered by the 15th of February and for a term of Twenty (20) years through February 15, 2037.

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 turn-key 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 year's 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. See Addendum A for cost to turnkey and thus yearly rental rate.

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.

4.A OPTION RENT AND/OR TERMS:

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 violable 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 (and produce to Lessor a copy of said policy) a liability policy in an amount equal to or exceeding ONE MILLION DOLLARS of general liability and 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.

11. 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 LESSEE 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.

12. 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 LESSEE.

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.

13. 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.

14. 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.

15. 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 make 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. It is expressly understood that landlord cannot access areas in which marijuana is present. Any inspections must be made visually from enclosed areas or by registered Dispensary agent.

16. 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.

17. 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.

18. FIRE CASUALTY EMINENT 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.

19. 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 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. However, due to the sensitivity of the product being manufactured, should the landlord wish to take possession due to a default, landlord shall provide 90 days from the date an execution issues in a court to allow the premises to be vacated in broom-clean condition. The tenant shall present the landlord with a closure plan and the landlord shall not re-enter the premises until the 91st day after the right inures to the landlord or when the closure plan is duly approved by Mass DPH or when the premises is certified by a HAZ Mat company to being broom clean with all trace elements of marijuana removed. During the 90 day period after default notices were issued, the landlord and tenant shall jointly establish a current inventory of all plantings contained within the premises. The tenant shall have the right to continue the cultivation of all existing inventory and either sell it to registered patients or sell up to 30% to other RMD's or destroy all unused inventory. The tenant may have an additional 30 days to execute upon the closure plan if needed to harvest and sell off the additional inventory.

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.

20. 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

21. SURRENDER & HOLDING OVER:

The LESSEE shall at the expiration or other termination of this lease remove all LESSEES'S goods and effects from the leased premises, (including without hereby limiting the generality of the foregoing all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises.) LESSEE shall deliver to the 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. Should the landlord wish to proceed under this paragraph, landlord shall follow the procedures outlined in paragraph 19.
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.

22. BROKERAGE:

N/A

23. 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.

24. SIGNAGE:

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

25. ACCESS:

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

26. 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 clean-up-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.

27. PARKING:

Unreserved.
28. 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.

29. 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 LESSOR 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 2nd day of December, 2016.

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

Date:

LESSOR: South Shore BioPharma, LLP
By it’s General Partner Christopher Roos

Date:

DISCLAIMER In the event of a breach of this contract, it is expressly understood that neither the RMD license nor any supplies, inventory, or equipment which may contain traces of marijuana may be seized, attached, or liened to secure payment of damages.
ADDENDUM A

The total budget presented for a turn-key facility is $299,000. The rent per month is calculated at .18% of the total facility cost. The yearly base rent in year one as per the lease is $53,820 yearly or $4,485 monthly.
RIDER A:

CONTRACT CONTINGENCY ON FEES BEING COMMERCIA LLY REASONABLE

The undersigned parties execute this “Rider A”, to ensure that all contracts are contingent upon a continuing declaration by the Massachusetts Department of Public Health, as the enforcement agent which ensures regulatory compliance with the ACT FOR THE HUMANITARIAN MEDICAL USE OF MARIJUANA, chapter 369 of the Acts of 2012, “the Act”, its applicable regulations- 105 CMR 725.000, “MMJ regulations “and guidance compliance documents which set forth compliance guidance regarding contracts with third-parties being “commercially reasonable” that the contract is and remains commercially reasonable. A Registered Marijuana Dispensary, “RMD” which enters into contracts with third-parties must ensure that said contract provisions regarding fees to be paid to that counterparty, are “commercially reasonable” and must be able to void any contract which is not commercially reasonable or be in violation with regulatory provisions. The following contract contingency shall be affixed to each contract entered into by a licensed RMD and the third-party and be binding upon the contract parties thereto:

1. It is understood and agreed by the Parties that the contract with an RMD shall be in conformity with the Act, the DPH regulations and any compliance guidance issued by DPH, and the contract being contingent upon it being in conformity with law and regulations, becomes voidable if and when the parties can no longer perform upon it without offending a provision of the Act, the DPH regulations, or compliance guidance. Specifically, the undersigned agree that the third-party contract entered into shall be for compensation which is commercially reasonable, as that term is interpreted by the Act, the DPH regulations, and compliance guidance interpreting the term: that in the event it is alleged and proved by any public agency clothed with authority for enforcing the Act or DPH regulations, then at the option of the RMD, the contract may be voided; provided, however, that the following occur:

a.) The third-party contractor shall have the right and opportunity to defend its position that its fee or price structure is commercially reasonable given the risks inherent in the business type, and the RMD shall cooperate with the effort of its counterparty to defend its fee structure as being commercially reasonable prior to the RMD exercising this option to void the agreement; and

b.) Provided that if it be necessary for the RMD to void the contract because a third-party contract is determined to not be commercially reasonable, the RMD must allow the third-party vendor to amend said contract into becoming commercially reasonable; and

c.) Provided that if it becomes necessary for the RMD to void a third-party contract, any funds lent to or invested directly into the RMD shall be returned, and all payments of interest on notes, rent, or other payments then due and payable must be paid up to the formal date of termination as if valid.

2. Each of the undersigned hereby agree that the RMD which enters into a third-party contract will not seek to avoid the agreement solely to gain advantage or to re-price the contract entered into unless it can demonstrate that its decision to enter into said contract was coerced or the subject of bad-faith.

Executed as a sealed instrument as of this ___ day of 2016.

South Shore BioPharma: Mass Medi-Spa, Inc.
By: By:
STANDARD FORM
PURCHASE AND SALE AGREEMENT

FROM THE OFFICE OF:
Oberlager, De Lisi & Harris, L.L.P
25 New Driftway
Scituate, MA 02066
Tel. 781-545-0020
Fax 781-545-4772

This __ day of September, 2015

1. PARTIES AND MAILING ADDRESSES

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

South Shore Illo Pharma, 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 this reference)

Two land with buildings thereon (tax lot) situated in Norwell, Plymouth County, Massachusetts and located off Accord Park Drive, Concord Drive and Southeast Expressway as appearing on Lot 9 on a Plan entitled "Lot Layout Plan Definitive Subdivision in Norwell, Mass. At Accord Park Drive" (Page 2 of 9) dated September 4, 1985 revised October 28, 1985 by Loring H. Jacobs Co., and recorded with the Plymouth County Registry of Deeds as Plan No. 23 of 1986 in Plan Book 26, Page 731, containing approximately 2.87 acres according to said plan, and also shown as Norwell Assessor's Parcel No. Map 110, Block 17, Lot 87. Being the same premises conveyed to the SELLER by Quitclaim Deed of Gary T. Christopher, Trustee of Bostonland Norwell Realty Trust dated March 14, 2005, recorded with the said Registry of Deeds at Book 20346, Page 205.

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

Included in the sale as a 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

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 buildings and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the most current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after the date of closing;
(e) Easements, restrictions and covenants of record, if any, as 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 recorded, 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, said 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 (a) thirty (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 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.

(attach a list of exceptions, if any)

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all 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 making reasonable efforts hereunder exclusive of monetary circumstances.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

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, all 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 produced are recorded simultaneously with the delivery of said deed or customary conveying escrow procedures are followed for subsequent delivery of said 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) Fire and Extended Coverage</td>
<td>$ As Currently Insured</td>
</tr>
<tr>
<td>(b)</td>
<td>$</td>
</tr>
</tbody>
</table>

16. ADJUSTMENTS (list operating expenses, if any, or attach schedule)

Water use charges and taxes for the then current fiscal year shall be apporitioned 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 effective date of this agreement, if taxes have been reduced, the amount thereof shall be apportioned on the basis of the taxes assessed in the preceding fiscal year, and the amount of reduction shall be apporportioned among the parties. If the taxes which are to be apporportioned 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 herein 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 HARRIS, L.L.P., 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 obligations, 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.
25. FINANCING CONTINGENCY CLAUSE

In order to help finance the acquisition and construction cost of said premises, the BUYER shall, upon delivery of the deed, (i) a non-foreign affidavit in compliance with the applicable provisions of the Defect Reduction Act of 1984; (ii) an affidavit in any company providing the insurance to the BUYER; and (iii) such additional affidavits and certificates as the BUYER or the BUYER's mortgage lender may reasonably request.

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-foreign affidavit in compliance with the applicable provisions of the Defect Reduction Act of 1984; (ii) an affidavit in any company providing the insurance to the BUYER; 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, appropriation, 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 is 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 bills 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, 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  N/A.

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, set forth the entire contract between the parties, is binding upon and comes to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be executed, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named hereof 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 nor to be used in determining the intent of the parties to it.

33. ADDITIONAL PROVISIONS  The initial riders, if any, attached hereto, are incorporated hereof 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 PHARMACYPHP

By:  Christopher Rose, Managing Partner
    Duly Authorized  9-17-15

SELLER:

DALE VALICENT
RIDER A

Rider to Purchase and Sale Agreement dated September 17, 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, Cordwayer 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: fcg@giandomenico.com

BUYER'S Attorney: Jeffrey A. DeLisi, Esq.
Ohrenberger, DeLisi & Harris, LLP
28 New Driftway
Scituate, MA 02066
Tel. (781) 545-0020
Facsimile (781) 545-4712
Email: jad@ohrenberger.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 /& 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 resell 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 customary 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 as 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 this 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, licenses, divisions, departments, and/or entities to operate a Registered Marijuana Dispensary on the premises 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 assessment necessary to determine if there are any hazardous wastes or hazardous substances and files have been prepared in Massachusetts General Laws, Chapter 21E, for said premises. If the site is recommended by the HUBARUS environmental consultant as having “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
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, $2,500.00 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 (e) of this Paragraph 46, and all of the payment made pursuant to (c) 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 Interpleader, 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 Interpleader action (including reasonable Attorney’s Fees) from the deposit monies 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

SIGNED BY: Christopher Reno, Managing Partner
Duly Authorized

SILVER:
DALE R. VALICENTI
STANDARD FORM COMMERCIAL LEASE

By and Between

SOUTH SHORE BIOPHARMA LLP
LESSOR

And

MASS MEDI-SPA, INC.
LESSEE

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 lot 9, Corwainer 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 year’s 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. See Addendum A for cost to turnkey and thus yearly rental rate.

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.

4. A OPTION RENT AND/OR TERMS:

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.

6. 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.

7. 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.

8. 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.

9. COMPLAINECE 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 sets 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.

10. 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 violable 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 (and produce to Lessor a copy of said policy) a liability policy in an amount equal to or exceeding ONE MILLION DOLLARS of general liability and 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.

11. 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.

12. 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 LESSEE.

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.

13. 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, LESSOR 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.

14. 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.

15. 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. It is expressly understood that landlord cannot access areas in which marijuana is present. Any inspections must be made visually from enclosed areas or by registered Dispensary agent.

16. INDEMNIFICAITON 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.

17. 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.

18. 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.

19. 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.

However, due to the sensitivity of the product being manufactured, should the landlord wish to take possession due to a default, landlord shall provide 90 days from the date an execution issues in a court to allow the premises to be vacated in broom-clean condition. The tenant shall present the landlord with a closure plan and the landlord shall not re-enter the premises until the 91st day after the right inures to the landlord or when the closure plan is duly approved by Mass DPH or when the premises is certified by a HAZ Mat company to being broom clean with all trace elements of marijuana removed.

During the 90 day period after default notices were issued, the landlord and tenant shall jointly establish a current inventory of all plantings contained within the premises. The tenant shall have the right to continue the cultivation of all existing inventory and either sell it to registered patients or sell up to 30% to other RMD's or destroy all unused inventory. The tenant may have an additional 30 days to execute upon the closure plan if needed to harvest and sell off the additional inventory.

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.

20. 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

21. SURRENDER & HOLDING OVER:

The LESSEE shall at the expiration or other termination of this lease remove all
LESSEES’S goods and effects form the leased premises, (including without hereby
limiting the generality of the foregoing all signs and lettering affixed or painted by the
LESSEE, either inside or outside the leased premises.) LESSEE shall deliver to the
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. Should the landlord wish to proceed under this paragraph, landlord shall follow
the procedures outlined in paragraph 19.
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.

22. BROKERAGE:

N/A

23. 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.

24. SIGNAGE:

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

25. ACCESS:

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

26. 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 clean-up-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.

27. PARKING:

Unreserved.
28. 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.

29. 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 ___________ day of February, 2016.

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

Date:  

LESSOR: South Shore BioPharma, LLP  
By it's General Partner Christopher Roos  

Date:  

DISCLAIMER In the event of a breach of this contract, it is expressly understood that neither the RMD license nor any supplies, inventory, or equipment which may contain traces of marijuana may be seized, attached, or liened to secure payment of damages.
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: JR
July 23, 2015

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

Re: Letter of Non-Opposition for Mass Medi-Spa

Dear Commissioner Bharel:

Please be advised that the Town of Nantucket has been contacted by Mass Medi-Spa regarding its plans to locate a Registered Marijuana Dispensary in Nantucket.

The Board of Selectmen acting on behalf of the Town of Nantucket does hereby provide non-opposition to Mass Medi-Spa Inc. to operate a Registered Marijuana Dispensary in Nantucket as long as it is operated in strict compliance with the Department of Public Health Regulations at 105 CMR 725.001, et seq. and all local bylaws and regulations. 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 July 22, 2015. The Board of Selectmen 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.

Sincerely,

Robert R. DeCosta
Chairman

Cc: Nantucket Public Health Department
    Andrew Vorce, Director of Planning
    Jeffrey Roos, Mass Medi-Spa
October 27, 2015

Medi-Spa
Jeffrey Roos
2172 S Trenton Way 7-308
Denver, CO 80231

Dear Mr. Roos:

Recently, the Town of Nantucket has become aware that other communities have negotiated community benefit agreements with prospective Registered Marijuana Dispensaries (RMDs). As a result, we wish to negotiate such an agreement with your group; and, until such an agreement is reached, Medi-Spa may not submit the Letter approved earlier this year to the Department of Public Health, as the Board may reconsider its position on the application if an agreement is not reached. Additionally, please forward a complete list of the products you intend to carry and sell from your site.

We would appreciate your contacting Attorney John Goldrosen of our Town Counsel’s office (617-556-0007) regarding this matter.

Thank you.

Sincerely,

C. Elizabeth Gibson
Town Manager

Cc: Board of Selectmen
    John Giorgio, Town Counsel
SECTION D: LOCAL COMPLIANCE

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

The company has retained Nantucket, MA based attorney Steven L. Cohen, Partner of Cohen & Cohen Law PC. Steven is 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.

We have met on numerous occasions over the past two years with local officials in order to better understand the intent behind various zoning bylaws. Mass Medi-Spa will continue to meet with the local town planners and other zoning officials in order to ensure that we are always aware of and in compliance of all local and state codes, ordinances and bylaws for the physical address of the RMD.

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

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

<table>
<thead>
<tr>
<th></th>
<th>FIRST FULL FISCAL YEAR PROJECTIONS</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Revenue</td>
<td>$0.00</td>
<td>$1,843,380.00</td>
<td>$4,232,688.00</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$861,550.00</td>
<td>$2,051,152.00</td>
<td>$3,484,805.00</td>
</tr>
<tr>
<td>VARIANCE:</td>
<td>$-861,550.00</td>
<td>$-207,772.00</td>
<td>$747,883.00</td>
</tr>
<tr>
<td>Number of unique patients for the year</td>
<td>0</td>
<td>735</td>
<td>809</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>0</td>
<td>8820</td>
<td>9708</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>0</td>
<td>0.79</td>
<td>0.79</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>0</td>
<td>504</td>
<td>504</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>107</td>
<td>321</td>
<td>577</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>0</td>
<td>214</td>
<td>470</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>107</td>
<td>107</td>
<td>107</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 02/01/2018

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

Siting Profile - Page 8
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]

Date Signed: 2/2/16

[Print Name of Authorized Signatory]

[President and CEO]

[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: 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

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

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

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

Signature of Authorized Signatory

Jeffrey Roos

Print Name of Authorized Signatory

President and CEO

Title of Authorized Signatory

Date Signed

12.2.14

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