The Commonwealth of Massachusetts

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

SITING PROFILE:
Request for a Certificate of Registration to
Operate a Registered Marijuana Dispensary

INSTRUCTIONS

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

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

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

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

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

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

**REVIEW**

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

**PROVISIONAL CERTIFICATE OF REGISTRATION**

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

**REGULATIONS**

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

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

**PUBLIC RECORDS**

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

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JTK.
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. MassMedicum Corp.
   Legal name of Corporation

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

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

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

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

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

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

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

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

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

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

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SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

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

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

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

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

Name and Title of Individual

Signature

Date

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

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

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

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

Signature (add more lines for signatures if needed)

Date

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SECTION D: LOCAL COMPLIANCE

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

MassMedicum's proposed dispensing, cultivation and processing location is located at One Mear Road, Holbrook in the Industrial Zoning District. Holbrook does not have local zoning related to RMDs; however, the proposed location is not located within 500 feet of a school, daycare center, or any facility in which children commonly congregate.

MassMedicum has worked with Holbrook for more than two years to ensure that the proposed location is in full compliance with all of Holbrook's codes, ordinances and bylaws. Furthermore, MassMedicum received a letter of support for their proposed location from the Holbrook Board of Selectmen, stating in part, "The Holbrook Board of Selectmen has verified with the appropriate local officials that the proposed Registered Marijuana Dispensary facility is located in a zoning district that allows such use by right or pursuant to local permitting."

MassMedicum will continue to work with local officials to ensure continued compliance with all applicable codes, ordinances and bylaws. Please also find attached a list of uses within 500 feet of the proposed location.

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<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Parcel Number</th>
<th>Name</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 Mear Rd.</td>
<td>19-006-00-0</td>
<td>New Can Co.</td>
<td>Industrial</td>
</tr>
<tr>
<td>2</td>
<td>5 Mear Rd.</td>
<td>19-007-00-0</td>
<td>24 Emergency Semi-Truck</td>
<td>Industrial</td>
</tr>
<tr>
<td>3</td>
<td>5 Mear Rd.</td>
<td>19-007-00-0</td>
<td>Big Brother Big Sister Found.</td>
<td>Donation Center</td>
</tr>
<tr>
<td>4</td>
<td>5 Mear Rd.</td>
<td>19-007-00-0</td>
<td>Jannel Manufacturing</td>
<td>Industrial</td>
</tr>
<tr>
<td>5</td>
<td>5 Mear Rd.</td>
<td>19-007-00-0</td>
<td>B2B Export Pro</td>
<td>Business Services</td>
</tr>
<tr>
<td>6</td>
<td>9 Mear Rd.</td>
<td>19-010-00-0</td>
<td>Ryder Systems, Inc.</td>
<td>Industrial</td>
</tr>
<tr>
<td>7</td>
<td>9 Mear Rd.</td>
<td>19-010-00-0</td>
<td>Premier Pallet, LLC</td>
<td>Industrial</td>
</tr>
<tr>
<td>8</td>
<td>9 Mear Rd.</td>
<td>19-010-00-0</td>
<td>Breakwater Logistics</td>
<td>Industrial</td>
</tr>
<tr>
<td>9</td>
<td>9 Mear Rd.</td>
<td>19-010-00-0</td>
<td>IG Marston Co.</td>
<td>Industrial</td>
</tr>
<tr>
<td>10</td>
<td>12 Mear Rd.</td>
<td>19-011-00-0</td>
<td>Shred King Co.</td>
<td>Industrial</td>
</tr>
<tr>
<td>11</td>
<td>10 Mear Rd.</td>
<td>19-011-01-0</td>
<td>A Pd Plastics, Inc.</td>
<td>Industrial</td>
</tr>
<tr>
<td>12</td>
<td>8 Mear Rd.</td>
<td>19-009-00-0</td>
<td>Ree Unlimited</td>
<td>Industrial</td>
</tr>
<tr>
<td>13</td>
<td>8 Mear Rd.</td>
<td>19-009-00-0</td>
<td>IG Marston Co.</td>
<td>Industrial</td>
</tr>
<tr>
<td>14</td>
<td>6 Mear Rd.</td>
<td>19-008-01-0</td>
<td>MacDonald Sprague Roofing</td>
<td>Industrial</td>
</tr>
<tr>
<td>15</td>
<td>2 Mear Rd.</td>
<td>19-005-00-0</td>
<td>Grant Steel Co.</td>
<td>Industrial</td>
</tr>
<tr>
<td>16</td>
<td>2 Water St.</td>
<td>19-001-00-0</td>
<td>Garvey Transport</td>
<td>Industrial</td>
</tr>
</tbody>
</table>
17. Address: 2 Water St.
   Parcel Number: 19-001-00-0
   Name: Garvey Cape Cod Storage
   Use: Industrial

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

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

20. Address: 3 Phillips Rd.
    Parcel Number: 19-003-00-0
    Name: Falvey Steel Castings Corp.
SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

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

<table>
<thead>
<tr>
<th></th>
<th>FIRST FULL FISCAL YEAR PROJECTIONS</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Projected Revenue</td>
<td>$2,325,300.44</td>
<td>$7,557,226.42</td>
<td>$8,115,532.97</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$2,205,959.27</td>
<td>$7,070,220.90</td>
<td>$6,621,430.62</td>
</tr>
<tr>
<td>VARIANCE:</td>
<td>$119,341.17</td>
<td>$487,005.52</td>
<td>$1,494,102.35</td>
</tr>
<tr>
<td>Number of unique patients for the year</td>
<td>495</td>
<td>1,610</td>
<td>1,729</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>8,561</td>
<td>27,824</td>
<td>29,880</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>69.23%</td>
<td>6.88%</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>0.776</td>
<td>0.776</td>
<td>0.776</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>12</td>
<td>17</td>
<td>19</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>465.1</td>
<td>1,511.4</td>
<td>1,623.1</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>415.2</td>
<td>1,349.5</td>
<td>1,449.2</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>49.8</td>
<td>211.8</td>
<td>385.7</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 09/01/2017

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JTK
SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE: ADA AND NON-DISCRIMINATION BASED ON DISABILITY

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

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

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

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

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

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

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

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

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

Print Name of Authorized Signatory
CEO and CFO

Title of Authorized Signatory

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

Siting Profile – Page 9
ATTESTATIONS

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

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

Print Name of Authorized Signatory
CEO and CFO

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
James T. Kurnick, M.D.

Print Name of Authorized Signatory
CEO and CFO

Title of Authorized Signatory

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

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

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

CEO and CFO
Title of Authorized Signatory

Date Signed: 11/17/2016

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JTK
November 14, 2016

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

RE: 1 Mear Road, Holbrook, MA

Dear Dr. Kurnick:

The Holbrook Board of Selectmen does hereby provide support to MassMedicum Corp. to operate a Registered Marijuana Dispensary in the Town of Holbrook. I have been authorized to provide this letter on behalf of the Holbrook Board of Selectmen by a vote taken at a duly noticed meeting held on November 9, 2016.

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

Matthew V. Moore, Chairman
Holbrook Board of Selectmen

[Signature]

Date 11/16/16
LEASE

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

ARTICLE I
REFERENCE DATA

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

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

MANAGING AGENT: Colonnade Realty, Inc.
LANDLORD’S & MANAGING AGENT’S ADDRESS: 40 Shawmut Road
Canton, MA 02021

LANDLORD’S REPRESENTATIVE: John G. Bulman, President

TENANT: MassMedicum Corp.
TENANT’S ADDRESS (FOR NOTICE AND BILLING): 14 Rollins Road
South Easton, MA
TENANT’S REPRESENTATIVE: Phil Silverman

BUILDING: One Mear Road, Holbrook MA

RENTABLE FLOOR AREA OF TENANT’S SPACE: See Exhibit A-1 attached.
TOTAL RENTABLE FLOOR AREA OF THE BUILDING: Approximately 25,000 GROSS SQUARE FEET

TENANT’S PERCENTAGE FOR PAYMENT OF TAXES AND OPERATING EXPENSES, INCLUDING ANY UTILITIES WHICH ARE NOT SEPARATELY METERED ("COMMON AREA PERCENTAGE"): 30%

TENANT’S DESIGN COMPLETION DATE: December 31, 2014

SCHEDULED TERM COMMENCEMENT DATE: January 1, 2015

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

FIXED RENT: $75,000.00 per year

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

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

PUBLIC LIABILITY INSURANCE: Naming Landlord, its agents and principals as additionally insured:

- $1,000,000 Bodily Injury
- $1,000,000 Property Damage
- $2,000,000 Excess Liability Umbrella Coverage

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

- Exhibit A - Tenant Premises
- Exhibit B - Landlord's Services
- Exhibit C - Estoppel Certificate
ARTICLE II
PREMISES AND TERM

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

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

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

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

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

ARTICLE III
CONSTRUCTION

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

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

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

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

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

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

ARTICLE IV
RENT

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

4.2 TAXES AND OPERATING EXPENSES ESCALATION

4.2.1 Operating Expenses and Taxes

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

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

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

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

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

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

4.2.3 Monthly Payments of Operating Expenses and Taxes as Additional Rent

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

4.2.4 Accounting Periods

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

4.2.5 Abatement of Taxes

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

4.3 INTENTIONALLY OMITTED.

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

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

ARTICLE V
LANDLORD’S COVENANTS

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

5.1.1 Building Services – See Exhibit B;

5.1.2 Additional Building Services – None.

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

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

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

ARTICLE VI

TENANT’S COVENANTS

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

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

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

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

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

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

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

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

6.1.8 Tenant’s Liability Insurance - To maintain public liability insurance on the Premises in amounts which shall, at the beginning of the Term, be at least equal to the limits set forth in Section 1.1 and, from time to time during the Term, shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes and to furnish Landlord with the certificates thereof naming Landlord as additional insured provided further that such insurance shall provide that it may not be cancelled or terminated without thirty (30) days prior written notice to Landlord;

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

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

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

6.1.12 Tenant’s Property - All furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Building or on the Lot shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord, except for the loss or damage resulting from the grossly negligent or willful acts or omissions of Landlord, its agents or employees;

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

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

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

ARTICLE VII
CASUALTY AND TAKING

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

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

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

ARTICLE VIII
DEFAULT

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

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE IX
MISCELLANEOUS

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

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

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

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

9.3 BIND AND INURE. The obligations of the Lease shall run with the land, and this Lease shall be
binding upon and inure to the benefit of the parties hereto and their respective successors and assigns,
except that the Landlord named herein and each successive owner of the Premises shall be liable only for
the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any
successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any
personal monetary liability beyond their equity interest in the Premises.

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

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

9.6 NO ACCORD AND SATISFACTION. No acceptance by Landlord of a lesser sum than the
Fixed Rent and Additional Rent then due shall be deemed to be other than on account of the earliest
installment of such Fixed Rent and Additional Rent due, nor shall any endorsement or statement on any
check or any letter accompanying any check or payment as Rent be deemed as accord and satisfaction,
and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the
balance of such installment or pursue any other remedy in this Lease provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD: ONE MEAR ROAD TRUST

By: ________________
Name: Vincent F. Barletta
Title: Trustee

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

TENANT: MASSMEDICUM CORP.

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

WITNESS: ________________
EXHIBIT A

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

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

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

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

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

TENANT ESTOPPEL LETTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tenant

By: __________________________
Name: __________________________
Title: __________________________

Dated: __________________________
FIRST AMENDMENT TO LEASE

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

Recitals

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

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

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

1. The recitals above are incorporated herein.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]
EXECUTED as a sealed instrument on the day and year first above written.

WITNESS:

[Signature]

LANDLORD: ONE MEAR ROAD TRUST

By: [Signature]
Name: Vincent F. Barletta
Title: Trustee

By: [Signature]
Name: Ronald J. Gillis, Jr.
Title: Trustee

TENANT: MASSMEDICUM CORP.

By: [Signature]
Name: James T. Kurnick, President and Treasurer

WITNESS:

[Signature]
SECOND AMENDMENT TO LEASE

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

Recitals

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

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

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

1. The recitals above are incorporated herein.

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

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

2.3.1 FMR shall be determined as follows: Landlord and Tenant shall attempt to agree on the then prevailing FMR within ten (10) days of Landlord's receipt of Tenant's notice of extension. In the event Landlord and Tenant cannot agree upon the then prevailing FMR, the Landlord may, at its sole option, elect to accept the rent payable for the last year of the prior Lease term as the FMR for purposes of such extension; or absent such election by Landlord within thirty (30) days, the following procedure shall be followed: each will select an independent commercial real estate broker or appraiser with five or more years experience in the Canton, MA commercial rental market who will jointly determine the FMR. If the brokers or appraisers so selected cannot agree upon the FMR within forty-five (45) days of their selection, the brokers or appraisers so named shall select a third similarly qualified broker or appraiser and the decision as to the FMR of any two of such three brokers or appraisers so selected shall bind the parties. For purposes of this Lease, the "Fair Market Rent" of the Premises shall be the current fair market value for premises of comparable size, quality, age and location in the market area and the value of all concessions then being offered in the market for comparable space; in determining fair market value, the parties and the brokers or appraisers shall take into account the then condition of the Building; but shall not consider any specialty laboratory or similar non-office improvements built-out by Tenant at its expense. Notwithstanding anything to the contrary in the foregoing, the Parties agree that the FMR computed above shall be capped at an increase of three percent (3%) greater of the Fixed Rent for the last year of the prior Lease Term, with a minimum increase of ten percent (10%) greater than the Fixed Rent for the last year of the prior Lease Term.

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

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

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

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

WITNESS:

LANDLORD: ONE MEAR ROAD TRUST

By: 
Name: Vincent F. Barletta
Title: Trustee

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

TENANT: MASSMEDICUM CORP.

By: 
Name: James V. Karnick, President and Treasurer

WITNESS: