



The Commonwealth of Massachusetts

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

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

INSTRUCTIONS

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

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

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

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

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

RECEIVED

JUN 09 2016

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

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

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

REVIEW

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

PROVISIONAL CERTIFICATE OF REGISTRATION

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

REGULATIONS

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

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

PUBLIC RECORDS

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

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

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)

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 h [REDACTED]

SECTION A: APPLICANT INFORMATION

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

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

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

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

	Location	Full Address	County
1	Dispensing	1535 Main Street, Leicester, MA 01524	Worcester
2	Cultivation	401 East Main Street, Georgetown, MA 01833	Essex
3	Processing	401 East Main Street, Georgetown, MA 01833	Essex

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

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

BINDING LETTER OF INTENT / OPTION TO LEASE

June 06, 2016

Paul Overgaag
3 Brothers Real Estate, LLC
10 Eliot Street
Cambridge, MA 02138

RE: BINDING LETTER OF INTENT TO LEASE 1535 MAIN STREET, LEICESTER, MA

Dear Mr. Overgaag:

This Binding Letter of Intent ("LOI") is for the leasing of a building located at 1535 Main Street, Leicester, MA 01524.

LANDLORD: 3 Brothers Real Estate, LLC

TENANT: Healthy Pharms, Inc.

USE: Registered Marijuana Dispensary ("RMD")

EXCLUSIVE USE: Tenant shall have the exclusive use for a RMD or any other lawful purpose under state and local law.

PREMISES: The property located at 1535 Main Street, Leicester, MA, including the building and all other improvements thereon (the "Premises").

TERM OF LEASE: Ten-year initial term with two five-year options to extend.

OPTION PERIOD: For a period of six (6) months following full execution of this LOI (the "Option Period"), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the "Option"). Such Option shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period.

OPTION PAYMENT: Tenant will pay Landlord \$1,000.00 upon execution of this LOI in consideration of the Option Period.

OPTION EXTENSION: Upon conclusion of the Option Period, Tenant will have the ability to extend the Option on a month-by-month basis for up to six (6) months ("Extension Period") by paying Landlord \$1,000.00 per month for the duration of the Extension Period, or until Tenant either: (1) exercises the Option at which point Landlord and Tenant (together, the "Parties") will enter into a lease; or (2) terminates this LOI by providing written notice to Landlord. Tenant shall have the exclusive right and option to lease the Premises during the Extension Period.

TERMINATION: This LOI may be terminated by Tenant at any time upon written notice to Landlord given during the Option Period or Extension Period.

LEASE: Upon Tenant's exercise of the Option in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the "Lease"). Landlord and Tenant hereby agree to enter into a lease within sixty (60) days following Tenant's exercise of the Option.

RENT:	If the Option is exercised by Tenant, the Lease shall provide for rent to be paid by Tenant to Landlord at the rate of \$7000 per month for the first year. The rent will increase to \$1000 per month for years two through five. The rent will increase at 7% 6 through 10.
CONDITION:	"As Is"
TRIPLE NET CHARGES:	Tenant shall be responsible for all real estate taxes assessed against the Premises for the Term of the Lease, as applicable. If applicable, Tenant shall be responsible during the Term of the Lease for maintaining all necessary insurance, naming Landlord as an additional insured.
UTILITIES:	Tenant shall be responsible for all utilities supplied to and consumed upon the Premises during the Term of the Lease.
ASSIGNMENT & SUBLETTING:	Tenant shall have the right to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Tenant; (b) any entity succeeding to the business operated by Tenant at the Premises; or (c) any subsidiary or affiliate of Tenant. Any other assignment or sublease will require the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.
ACCESS:	During the Option Period or Extension Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises, but only when accompanied by Landlord or Landlord's agent, for the purposes of planning the layout of the space, measuring the premises, preparing architectural drawings and security layout of the Premises.
SIGNAGE:	Exterior signage will be permitted during the Term of the Lease subject only to applicable laws. Landlord shall be responsible for the removal of any unwanted existing signage.
SECURITY DEPOSIT:	N/A
BROKERAGE:	Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.
TERMS OF AGREEMENT:	Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that Tenant needs final approval for an RMD from the Massachusetts Department of Public Health and the Town of Leicester before Tenant is able to begin renovations. The Lease shall contain a contingency allowing for Tenant's early termination in the event that Tenant is unable to obtain necessary state and municipal approvals for an RMD at the Premises. Landlord and Tenant hereby agree to enter into a Lease within sixty (60) days following Tenant's exercise of the Option. The terms of this LOI shall govern until the Lease is executed.
IMPROVEMENTS:	Tenant will bear the cost of all improvements to the Premises.
FURNISHING OF DOCUMENTS:	Upon request, Landlord will supply Tenant with any documents in Landlord's possession to help in the approval process and will provide signatures as required for approvals involving the Premises.

EXCLUSIVITY:

For the consideration paid pursuant to this LOI, Landlord will not offer the Premises for lease or sale to anyone other than Tenant during any Period referenced in this LOI.

CONFIDENTIALITY:

The Parties agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this transaction; provided, however, that the terms of this LOI may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said Parties for purposes incidental to this agreement or to the conduct of business by said Parties.

If the terms and conditions are acceptable, please execute this LOI in the space provided below and return a copy by June 06, 2016.

Best Regards,

AGREED & ACCEPTED: 3 BROTHERS REAL ESTATE, LLC

By: 

Name: 

Title: General Partner

Date: 6/5/2016

AGREED & ACCEPTED: HEALTHY PHARMS, INC.

By: 

Name: 

Title: Chief Executive Officer

Date: June 06, 2016

ATTN: Linda
508-450-4126

PURCHASE AND SALE AGREEMENT

1.0 PARTIES

AGREEMENT made this 5th day of April, 2016 between 123 KIDS, LLC, of 71 Hillsville Road, North Brookfield, Massachusetts 01535, of the first part, hereinafter called SELLER, and 3 Brothers Real Estate, LLC of 10 Eliot Street, Cambridge, Massachusetts, of the second part, hereinafter called BUYER.

2.0 DESCRIPTION

The Seller hereby agrees to sell, and the Buyer agrees to purchase, a certain estate located at 1535 Main Street, Leicester, Massachusetts being more fully described in deed recorded at the Worcester District Registry of Deeds in Book 39010, Page 199, consisting of approximately 2.5 acres.

3.0 BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises is the vacant commercial building, now thereon, and the fixtures belonging to the SELLER and used in connection therewith.

4.0 TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer; and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of local building and zoning laws, if any;
- (b) Existing rights created by instruments of record in party or partition walls (if any);
- (c) Such taxes for the current year as are not due and payable on the date of the delivery of such deed and any liens for municipal betterments assessed after the date of this agreement;
- (d) All easements, restrictions and rights of way, if any, of record to the extent the same are now in force and applicable, provided that they do not substantially interfere with the use of the premises for BUYER's intended use of the premises as a Registered Marijuana Dispensary.

5.0 PURCHASE PRICE

For such deed and conveyance the Buyer is to pay the sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND (\$575,000.00) DOLLARS, of which FIFTY THOUSAND



(\$50,000.00) DOLLARS are to be paid at signing of the Purchase and Sale Agreement, and FIVE HUNDRED TWENTY FIVE THOUSAND (\$525,000.00) DOLLARS are to be paid by certified check, cashier's check or closing attorney's Massachusetts IOLTA check upon the recording of said deed.

6.0 TIME FOR PERFORMANCE

Such deed is to be delivered at 10 o'clock a.m. on or before the 28th day of July, 2016, at the Worcester District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

7.0 POSSESSION AND CONDITION

Full possession of the said premises is to be delivered to the Buyer at the time of the delivery of the deed, the said premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted. The Buyer shall have the right to inspect the premises prior to closing.

8.0 INSURANCE

The buildings on said premises shall not be kept insured by the Seller, but in case of any damage to said premises from any cause whatsoever, other than reasonable use and wear, prior to the transfer of title hereunder, provided such damage from any and all causes is as much as \$10,000.00 the Buyer may cancel this agreement and the deposit made hereunder shall be returned to him and all further obligations of the parties hereto shall thereupon terminate; and in case any such damage is less than \$10,000.00 unless the premises shall previously have been restored to their former condition by the Seller the purchase price shall be reduced by an amount equal to the cost of restoring such damage.

9.0 APPORTIONMENTS

Fuel oil, water charges, sewer charges and real estate taxes shall be apportioned as of the day of delivery of the deed.

10.0 ADJUSTMENT OF UNASSESSED AND ABATED TAXES

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

11.0 BUYER'S DEFAULT: DAMAGES



If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and shall be the Seller's sole remedy in Law and in Equity.

12.0 EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or to make conveyance or to deliver possession of the premises, all as herein stipulated, or at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days, provided Buyer obtains a like extension of financing with the same terms and conditions as originally committed.

13.0 FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

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

14.0 BUYER'S ELECTION TO ACCEPT TITLE

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

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

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

15.0 ACCEPTANCE OF DEED



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

16.0 USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may use the purchase money, or any portion thereof, to clear the title of any or all encumbrances or interests.

17.0 CONVEYANCING STANDARDS OF PRACTICE

Any matter of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

18.0 DEPOSIT/ESCROW

All deposits made hereunder shall be held in escrow by ERA Key Realty, in an interest bearing account, as agent for the Seller, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. If a dispute arises between the Buyer and Seller concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the Buyer and the Seller. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds.

Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorney's fees and costs.

19.0 BROKER

It is understood that a broker's commission "as agreed" on said sale is to be paid to ERA Key Realty and Hartwel Realty by the Seller provided said sale is consummated and the deed recorded.

20.0 WARRANTIES AND REPRESENTATIONS

The contracting parties agree that this contract contains all the terms and conditions of this sale. It is mutually agreed that any oral representation made by either party prior to the signing of this agreement is null and void.

21.0 BUYER'S WARRANTY

Buyer warrants and represents that they have not relied upon any oral or written



representations made by the Seller or real estate brokers in connection with the sale.

22.0 CONDITIONS OF SALE

The sale is subject to Buyer obtaining, on or before, July 28, 2016 all necessary approvals and permits from the Town of Leicester and the Commonwealth of Massachusetts to conduct at the premises a retail facility for the sale of marijuana.

The Buyer shall diligently pursue the required approvals and permits. In the event, the Buyer has not secured all necessary permits and licenses by July 28, 2016, the Buyer may terminate the sale, by written notice to Seller that the required approvals and permits were not obtained, at which time this agreement shall terminate, the deposit and any interest earned thereon shall be refunded to the Buyer, and all further obligations of either party hereto shall terminate. For purposes of this paragraph "approvals and permits" shall be deemed to include the expiration of any appeal periods applicable without any appeal having been taken;

The sale is subject to Buyer's review of any written materials the Seller has with respect to the premises; any reasonable physical and environmental inspections the Buyer elects to make; an inspection by a construction expert, a review of the title to the property, and any other reasonable due diligence required by Buyer. In the event the Buyer is not satisfied with the results of any of the reviews or inspections, the Buyer may terminate the sale, by written notice to Seller, that the Buyer is unsatisfied with the results, at which time the sale shall terminate, the deposit and any interest earned thereon shall be refunded to the Buyer, and all further obligations of either party hereto shall terminate.



23.0 OPTION TO EXTEND CLOSING DATE

A. The Buyer shall have the option to extend the closing date (July 28,2016), as set forth in section 6.0, to September 27, 2016, upon written notice to Seller. As a condition of the extension, Ten Thousand Dollars (\$10,000.00) of the deposit, previously paid by the Buyer to Seller hereunder shall become non-refundable and shall only be returned to the Buyer, in the event of a breach of the within agreement by the Seller.

B. The Buyer shall also, have the option to extend the closing date from September 27, 2016 to October 27 2016, upon written notice to the Seller. As a condition of the extension, Five Thousand Dollars (\$5,000.00) of the deposit, previously paid by the Buyer to Seller hereunder shall become non-refundable and shall only be returned to the Buyer, in the event of a breach of the within agreement by the Seller.

24.0 NOTICES

Any notice required or permitted to be given hereunder shall be in writing and delivered by facsimile, by hand or mailed postage prepaid by registered or certified mail return receipt requested, properly addressed to the Buyer or Seller, or to their attorneys. Any such notice so mailed shall be deemed properly served and delivered for all purposes hereunder at the time such notice is indicated as stamped by any post office regularly maintained by the United States Postal



Authority Any such notice sent by facsimile shall be deemed properly served and delivered for all purposes hereunder at the time such notice is sent via facsimile.

25.0 CONSTRUCTION OF AGREEMENT

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

26.0 See Rider A attached and made a part hereof.

IN WITNESS WHEREOF, the said parties hereto, and to another two instruments of like tenor, set their hands and seals on the day and year first above written.

123 Kids, LLC

3 Brothers Real Estate, LLC

123 Kids LLC James Laney manager
dohsec verified
2/6/16 12:47PM EDT
DH7Y-SD11 TPNLPWD

by

James J. Laney, Manager

(Seller)

by

Paul Overgaag, Manager

(Buyer)

swatson\p&s\123 kids to 3 brothers 1535 main st leicester
revised p&s



RIDER A

(A) Any notice shall be deemed to be effective when mailed by registered or certified first class mail, return receipt requested, postage prepaid, or via Federal Express or other similar national overnight carrier, or when sent via telecopies, telefax machine or email with a confirmation or signal received, or when hand delivered with a signed receipt addressed in the case of BUYER to:

William F. Barry, Esquire
Law Office of William F. Barry
294 Washington Street, Suite 720
Boston, Massachusetts 02108


FAX: (617) 422-0127
EMAIL: info@williamfbarrylaw.com

and in the case of SELLER to:

David L. Bennett, Esquire
Bennett & Forts, P.C.
1093 Main Street
Holden, MA 01520

FAX: (508) 829-7326
EMAIL: dbennett@bennettandforts.com

(B) BUYER, their mortgage lender (if any) and their agents shall have the right to enter upon the Premises after notice to SELLER (which may be oral) at reasonable times, for purposes of measurement, and appraisal. SELLER shall also permit entry upon the Premises by an engineer or land surveyor for the purpose of plotting bounds and taking



measurements. At the request of the SELLER, all such entries shall take place in the presence of SELLER OR BROKER.

(C) SELLER represents to the best of SELLER's knowledge that the Premises do not contain any underground fuel storage tanks. The provisions of this paragraph shall survive delivery of the deed.

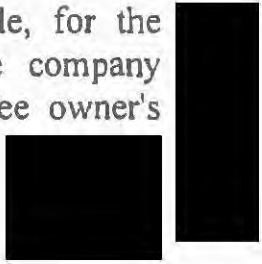
(D) Notwithstanding anything to the contrary herein contained, the Premises shall not be considered to be in compliance with the title provisions of this Agreement unless:

(i) All buildings, structures, and improvements, including but not limited to, any driveways, garages, septic systems, and wells, if any, shall be located completely within the boundary lines of the Premises and shall not encroach upon, over or under the premises of any other person or entity other than the driveways constructed on land included in the property only to the extent of easement rights of record;

(ii) no building, structure, or improvement, including, but not limited to, any driveways, garages, and septic systems and wells, if any, of any kind belonging to any other person or entity shall encroach upon or under the Premises;

(iii) the Premises have vehicular and pedestrian access to a public way; and

(iv) title to the premises is insurable, for the benefit of BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's





policy of title insurance, at normal premium rates in the American Land Title Association form currently in use, subject to those printed exceptions to title normally included in the "Jacket" to such form or policy and the standard so-called "Schedule B" exceptions, and exceptions permitted under Paragraph 4 above.

(E) In matters respecting the title to the Premises and practice the standards for the Real Estate Bar Association of Massachusetts shall be determinative to the extent applicable.

(F) SELLER warrants and represents, to the best of their knowledge, that as of the date hereof SELLER has received no notice from the Town of Leicester as to any violation of the Premises with respect to zoning or building laws.

(G) The SELLER, at the time of the delivery of the deed, shall execute and deliver, subject to the terms of this Purchase and Sale Agreement, such certifications as may reasonably and customarily be required by the attorney for a mortgage lender financing the purchase of the Premises (or title insurer providing title insurance for same) including, but not limited to,: (a) occupancy of the Premises; (b) mechanics' or materialmens' liens; (c) the absence of UFFI; (d) the underlying financial terms of the purchase and sale; (e) the citizenship and residency of the SELLER ; (f) requisite I.R.S. certifications; and (g) any other documents necessary to carry out this Purchase and Sale Agreement.

(H) If any error or omissions are found to have occurred in any calculations or figures used in the Settlement Statement signed by the parties at the closing




(or would have been included if not for such error or omission) and notice thereof is given within three (3) months of the date of delivery of the deed to the party to be charged, then such party agrees promptly to make a payment to correct the error or omission. The parties also agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the purchase and sale under this agreement provided such documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of any parties relative to said purchase and sale. This paragraph shall survive the closing for a period of three (3) months.

(I) SELLER represents to BUYER that the Premises are served by a municipal water and sewer system.

(J) SELLER and BUYER represent and warrant to each other that neither has dealt with any real estate agent or broker other than named herein, in connection with the premises or the transaction contemplated hereby. SELLER and BUYER agree to indemnify, exonerate and hold the other harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against the other as a result of the other's breach of this warranty. The provisions of this paragraph shall survive delivery of the deed hereunder.

(K) This Agreement supersedes any and all other agreements made prior to and by and between any and all parties hereto with respect to the transaction contemplated hereby, including, without limitation, the offer to purchase real estate and all such prior agreements are hereby void and without recourse to the parties thereto.




(L) BUYER and SELLER agree that any amendments, notices, extensions, cancellations or like communications required subsequent to the execution of this Agreement may be executed by counsel for the respective parties.

(M) BUYER and SELLER agree that execution of this Agreement by the use of facsimile or electronic signatures shall be permissible and shall bind the parties to the same extent as would original signatures.

(N) If prior to the closing, the SELLER becomes aware of any situation which may cause any of the representations made by the SELLER in this Agreement to become untrue, then the SELLER shall promptly notify the BUYER in writing. If the SELLER is unable to cure by the closing date of any extension thereto, then the BUYER shall have the option to continue with the closing, or terminate this Agreement rendering it null and void with the return of the deposited funds to the BUYER without recourse to either party.

(O) The Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless Certificates of Compliance for any outstanding Orders of Conditions have been recorded or delivered for recording prior to the Closing; if any Order of Conditions does not affect the lot directly but relates to the infrastructure of the subdivision, the SELLER shall deliver to the BUYER prior to Closing such evidence as BUYER's attorney deems reasonably suitable to establish that no portion of the Premises are subject to the Order of Conditions and that suitable bonding has been placed with the City or Town to guarantee the completion of the work set forth in the Order of Conditions.

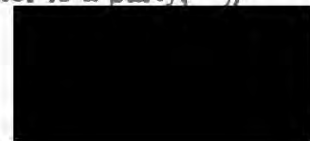


(P) It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

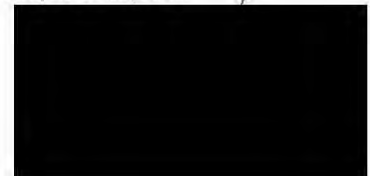
(Q) **Representations and Warranties of Seller:**

Seller represents and warrants to Buyer that to the best of Seller's knowledge the following statements are true and correct as of the date of this Agreement, and shall be true and correct as of the Closing Date:

1. Seller is a Massachusetts limited liability company, duly formed and validly existing under the laws of the Commonwealth of Massachusetts, is qualified to do business in Massachusetts, it has all requisite right, power and authority to enter into this Agreement and to perform Seller's obligations hereunder. The execution and delivery of this Agreement by Seller has been duly authorized. Seller has full right, power and authority to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement. This Agreement and all documents executed in connection herewith constitute the legal, valid and binding obligations of Seller.
2. The consummation by Seller of the sale of the Property is not in violation of or in conflict with, nor does it constitute a default under any term or provision of, the organizational documents of Seller, or any of the terms of any agreement or instrument to which Seller is a party, or by which Seller is bound.



3. There are no leases or occupancy agreements, currently in effect which affect the Property hereof, and the Property shall be delivered free and clear of all tenants or occupants.
4. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.
5. There are no actions, suits or proceedings pending against or affecting the Property, or any part thereof or Seller which would be binding on the Property after Closing.
6. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof.
7. To the best of Seller's knowledge, there are no Hazardous Materials (as defined below) on, in or under the Property, and the Property has never been used by Seller to generate, treat, store, dispose, transport or in any manner deal with Hazardous Materials. For purposes of this Agreement, Hazardous Materials shall include hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), petroleum and petroleum products and any other hazardous or toxic materials, substances or wastes under any federal, state or local laws or regulations relating to protection of health, safety or the environment.
8. Neither Seller nor any beneficial owner of Seller:
 - a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable
 - b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;




c) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

d) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists

(R) Prior to Closing, Seller shall, at and to the extent of Buyer's direction, cooperate with and support Buyer in

connection with Buyer's applications for approvals, permits or revisions relating to Buyer's development of the project except that Buyer shall consult with Seller prior to initiating discussions with permitting officials and shall provide Seller with the opportunity to participate in all such discussions. Any application for approvals, with respect to the project (the "**Application**") shall be subject to Seller's approval, not to be unreasonably withheld or delayed; provided, however, if Seller fails to approve or disapprove (with a written statement of the reasons for disapproval) in writing within five (5) business days after request from Buyer, Seller is deemed to have approved such Application.

(S) Buyer agrees to inform Seller promptly in writing if it discovers that any representation or warranty of Seller is inaccurate in any material respect, or if it believes that Seller has failed to deliver to Buyer any document or material which it is obligated to deliver hereunder. In the event that any of Seller's representations and warranties contained in this Agreement are not true and correct in all material respects as of the date hereof and as of the Closing Date, or if Buyer discovers prior to Closing that such representations and warranties are not true and correct in all material respects, then as Buyer's sole remedy therefor, Buyer shall have the option exercisable by written notice to



Seller at or prior to Closing, of (i) proceeding to Closing despite any defect with such representation or warranty, or(ii) terminating this Agreement, in which event the Deposit shall promptly be returned to Buyer and the Agreement shall be null and void and neither party shall have any further rights or obligations under this Agreement except those which expressly survive termination.

(T) Financing: - Buyer agrees to apply promptly for a conventional mortgage loan in the amount of

FOUR HUNDRED SIXTY THOUSAND (\$460,000.00) DOLLARS from an institutional lender at prevailing

interest rates. If Buyer, having used all due diligence, fails to obtain a firm commitment for such a loan on or

before JUNE 15, 2016, then at Buyer's option, all payments made hereunder by the Buyer shall be forthwith

refunded, with the exception of the payments referenced in Paragraph 23.0 which shall be retained by Seller,

and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse

to the parties hereto. The Buyer shall be deemed to have waived his rights under this paragraph if the Seller has

not been notified in writing on or before JUNE 15, 2016 that the Buyer desires to terminate this agreement.

123 Kids, LLC
,LLC

123 Kids, LLC James Laney manager
dated verified 04/07/16 12:47PM EDT
TOMU.10378401N-Q2GI

by

James J. Laney, Manager

by

(Buyer)

3 Brothers Real Estate

[Handwritten signature]

(Seller)

12
04/07
12:47PM

Massachusetts Commercial Lease Agreement

3 Brothers Real Estate, LLC, Landlord

Healthy Pharms, Inc., Tenant

Table of Contents

1. Term	1
2. Rent Payments and Security Deposit	1
3. Use	2
4. Sublease and Assignment	2
5. Repairs	2
6. Alterations and Improvements	2
7. Taxes	3
8. Insurance	3
9. Utilities	4
10. Signs	4
11. Entry	4
12. Parking	5
13. Damage and Destruction	5
14. Default	5
15. Quiet Possession	5
16. Condemnation	6
17. Subordination	6
18. Security Deposit	6
19. Common Area Maintenance	6
20. Notices	6
21. Brokers	7
22. Waiver	7
23. Memorandum of Lease	7
24. Headings	8
25. Successors	8
26. Consent	8

27. Performance 8

28. Compliance with Law 8

29. Final Agreement 8

30. Governing Law 9

**Massachusetts Commercial Lease Agreement
3 Brothers Real Estate, LLC, Landlord
Healthy Pharms, Inc., Tenant**

This Commercial Lease Agreement ("Lease") is made and effective June 24, 2015 (this Lease is being executed prior to the Landlord closing on the Property as allowed pursuant to Rizika v. Donovan, 45 Mass. App. Ct. 159 (1998)), by and between 3 Brothers Real Estate, LLC, a Massachusetts Limited Liability Company with an address of 10 Eliot St., Cambridge, MA 02138 ("Landlord") and Healthy Pharms, Inc. a Massachusetts Non-Profit Corporation with an address of 22 Milton St. #2, Somerville, MA 02144 ("Tenant")

Landlord is entering into an Agreement for the purchase of the land and improvements commonly known as 401 East Main Street, Georgetown, MA 01833 and legally described as follows (the "Property"); Essex County South District Registry of Deeds, Book 11857, Page 80. This lease shall be contingent on Landlord's purchase of the Property.

Landlord will make repairs and renovations to the existing 65,580 sq. ft. building on the property ("the Building") and will make the Building and finished parking lot and access road, ("the Leased Premises") available to Tenant.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term

A. Landlord hereby commits to lease the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning at the time a Special Permit is obtained from the Town of Georgetown, MA for the construction of the Tenant's medical use of marijuana facility and ending on the first (1st) day of the sixty-first (61st) month after that date. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for two extended terms of five (5) years each. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rent Payments and Security Deposit

A. Tenant shall pay to Landlord base rent according to the following rent schedule during the Initial Term. Payment of rent shall begin thirty (30) days after Tenant begins serving patients of the Commonwealth.

	Monthly Rent	Annual Rent
Year 1	\$22,000.00	\$264,000.00
Year 2	\$23,100.00	\$277,200.00
Year 3	\$24,255.00	\$291,060.00
Year 4	\$25,467.75	\$305,613.00
Year 5	\$27,741.14	\$320,893.70

Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 10 Eliot St., Cambridge, MA 02138 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be negotiated by the parties at the beginning of the such term and be based on Fair Market Value.

C. Tenant shall not be required to pay a Security Deposit.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant's use of the property shall be compliant with OSHA standards. Notwithstanding anything in this section, Tenant shall be entitled to produce Marijuana Infused Products in accordance with Massachusetts Regulations for their production.

4. Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as repairs of floors, walls, ceilings, and other parts of the Leased Premises. By signing this lease, Tenant agrees that this is a true "Triple Net" lease and Tenant shall be responsible for the cost of all maintenance, taxes and insurance for the Leased Premises.

6. Alterations and Improvements

Tenant, at Tenant's expense, shall have the right, following Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are

made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Taxes.

A. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. Real Property Taxes shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord's business of renting the Premises. Tenant's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes. Landlord represents that, to the best of his knowledge, there are no assessment or improvement districts being planned which would affect the Premises other than as in effect as of the date of this Lease.

B. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next rent installment together with interest at the highest rate allowable by law.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

C. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances, private restrictions, the Massachusetts Department of Public Health ("DPH"), and 105 CMR 725.105(L) as shall be amended from time to time. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Leased Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees.

13. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Tenant shall promptly repair such damage at the cost of the Tenant. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. In making the repairs called for in this paragraph, Tenant shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Tenant. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Security Deposit.

Intentionally Omitted

19. Common Area Maintenance.

Tenant shall be responsible for 100% of maintenance and improvement costs, whether classified as capital or otherwise that relate to or flow from Tenant's occupancy of the Leased Premises.

20. Notices.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

3 Brothers Real Estate, LLC



If to Tenant:

Healthy Pharms, Inc.



Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party. Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

[Redacted Signature]

[Redacted Signature]

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

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

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

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

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

Name and Title of Individual

Signature

Date

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

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

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

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

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

Date

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



Town of Leicester
OFFICE OF THE BOARD OF SELECTMEN
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

April 25, 2016

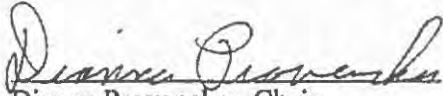
Massachusetts Department of Public Health
One Ashburton Place
Boston, MA 02108

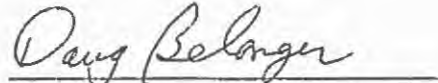
Re: Registered Marijuana Dispensary – 1535 Main Street Leicester, MA

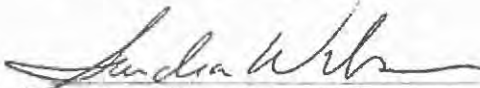
The Town of Leicester Board of Selectmen, does hereby provide support to Healthy Pharms, Inc. to operate a Registered Marijuana Dispensary in the Town of Leicester. I have been authorized to provide this letter on behalf of the Town of Leicester Board of Selectmen by a vote taken at duly noticed meeting held on April 25, 2016.


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

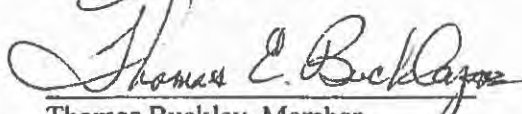
By Leicester Board of Selectmen:


Dianna Provencher, Chair


Douglas Belanger, Vice Chair


Sandra Wilson, Second Vice Chair


Harry Brooks, Member


Thomas Buckley, Member

BOARD OF SELECTMEN

TOWN ADMINISTRATOR



*Town of Georgetown
Massachusetts*


LETTER OF NON-OPPOSITION

June 23, 2015

The *Georgetown Board of Selectmen* does hereby provide non-opposition to *Healthy Pharms, Inc.* to operate a Registered Marijuana Dispensary in the Town of Georgetown. I have been authorized to provide this letter on behalf of the Georgetown Board of Selectmen by a vote taken at a duly noticed meeting held on Monday, June 22, 2014.

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

Philip Trapani, Chairman, Georgetown Board of Selectmen
Name and Title of Individual



Signature

June 23, 2015
Date

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.

HPI's dispensary is located in Leicester. Under Leicester's Zoning Bylaws, a RMD may only operate in the B, CB, I, BI-A, HB-1 & HB-2 Zoning Districts. HPI's property is located at 1535 Main Street in the HB-1 District. HPI will remain compliant with Section 5.15 of the Leicester Zoning Bylaws.

HPI's cultivation and processing facility is located in Georgetown. Under Georgetown's Zoning Bylaws, a RMD may be allowed by Special Permit of the Planning Board in a Medical Marijuana Overlay District ("MMOD"). HPI's property is located at 401 East Main Street and is within an MMOD as well as the Industrial B Zoning District. HPI already received Special Permit Approval with Conditions for this location from the Planning Board in March 2016. HPI will also remain compliant with Section 165-156 of the Georgetown Zoning Bylaws.

HPI is diligent about staying current on all applicable local codes, ordinance, and bylaws and will remain in contact with local officials to ensure continued compliance with local codes and ordinances.

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

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: 01/01/2016

	FIRST FULL FISCAL YEAR PROJECTIONS 20 ¹⁶	SECOND FULL FISCAL YEAR PROJECTIONS 20 ¹⁷	THIRD FULL FISCAL YEAR PROJECTIONS 20 ¹⁸
Projected Revenue	\$0.00	\$ 640,588.33	\$ 7,847,206.99
Projected Expenses	\$ 2,100,080.68	\$ 2,441,568.81	\$ 4,789,359.18
VARIANCE:	\$ -2,100,080.68	\$ -1,800,980.49	\$ 3,057,847.81
Number of unique patients for the year	0	156	1916
Number of patient visits for the year	0	2702	33,105
Projected % of patient growth rate annually	---	100.00%	91.84%
Estimated purchased ounces per visit	N/A	0.741	0.741
Estimated cost per ounce	N/A	\$320.00	\$320.00
Total FTEs in staffing	15	20	23
Total marijuana for medical use inventory for the year (in lbs.)	0.0	140.1	1716.6
Total marijuana for medical use sold for the year (in lbs)	0.0	125.1	1532.7
Total marijuana for medical use left for roll over (in lbs.)	0.0	15.0	198.9

Projected date the RMD plans to open: 12/01/2017

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 [REDACTED]

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

8 June 2016
Date Signed

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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

ATTESTATIONS

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

Signature of Authorized Signatory

8 June 2016
Date Signed

Print Name of Authorized Signatory

Chief Executive Officer

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

8 June 2016
Date Signed


Print Name of Authorized Signatory

Chief Executive Officer

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: _____

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

8 June 2016
Date Signed


Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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