February 23, 2017

Via Hand Delivery

Department of Public Health
Commonwealth of Massachusetts
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy St., 11th Floor
Boston, MA 02111

Re: Liberty Compassion Center, Inc. ("Liberty")

Dear Sir/Madam:

Enclosed please find the Siting Profile, Evidence of Interest in Property and Letter of Non-Opposition with respect to Liberty.

Please date-stamp the enclosed copy of this letter provided at time of delivery. If you have any questions or wish to discuss this matter further please feel free to contact the undersigned at (401) 808-0937 at your convenience.

Thank you for your attention to this matter.

Regards,

Liberty Compassion Center, Inc.

Linda Martel
Director and Treasurer

Enclosures
The Commonwealth of Massachusetts

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

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

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

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

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

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

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

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

REVIEW

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

PROVISIONAL CERTIFICATE OF REGISTRATION

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

REGULATIONS

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

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

PUBLIC RECORDS

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

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

Siting Profile – Page 2
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 Sitting Profile, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")

☑ Evidence of interest in property, by location (as outlined in Section B)

☑ Letter(s) of local support or non-opposition (as outlined in Section C)

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

Sitting Profile – Page 3
SECTION A: APPLICANT INFORMATION

1. Liberty Compassion Center, Inc. (referred to hereinafter as “LC”)
   Legal name of Corporation

2. James A. Lomastro
   Name of Corporation’s Chief Executive Officer
   c/o Linda Martel, 4 Rolling Brook Lane, Blackstone, MA 01504
   Address of Corporation (Street, City/Town, Zip Code)

3. Armand C. Spaziano
   Applicant point of contact (name of person Department of Public Health should contact regarding this application)
   (401) 808-0937
   Applicant point of contact’s telephone number
   aspazio@criadvisors.com
   Applicant point of contact’s e-mail address

4. Number of applications: How many Siting Profiles do you intend to submit? 3

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here.
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>147 Revolutionary Drive, #4, Taunton, MA 02718</td>
<td>Bristol</td>
</tr>
<tr>
<td></td>
<td>(See Attachment B-2)</td>
<td></td>
</tr>
<tr>
<td>2 Cultivation</td>
<td>179 Brook Street, Clinton, MA 01510</td>
<td>Worcester</td>
</tr>
<tr>
<td></td>
<td>(See Attachment B-1)</td>
<td></td>
</tr>
<tr>
<td>3 Processing</td>
<td>179 Brook Street, Clinton, MA 01510</td>
<td>Worcester</td>
</tr>
<tr>
<td></td>
<td>(See Attachment B-1)</td>
<td></td>
</tr>
</tbody>
</table>

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

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: [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): __________________________
Signature (add more lines for signatures if needed): __________________________
Date: __________

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

LC plans to site cultivation and processing operations in Clinton ("C") at 179 Brook St. ("179"), and a dispensing operation in Taunton ("T", and together with C, collectively the "City") at 147 Revolutionary Dr., unit #4 ("147", and together with 179, collectively the "Site"). The Site and use comply with City ordinances, and meetings have occurred with administration to verify that the proposed RMD is in a zone that allows such use pursuant to local permitting. Attached letters confirm the City's non-opposition to such RMD.

LC will continue meeting with City administration officials and staff to ensure ongoing compliance with local codes, ordinances and bylaws. LC, through its CEO, will coordinate regular communication with Police, Public Safety, Emergency, Fire, Health, Building and other applicable departments and officials therein throughout the design, construction and operational phases of the RMD to continue to ensure compliance with local laws (i.e. signage, business hours, etc.). LC, through its CEO, will continuously monitor local law changes, and collaborate with City officials and inspectors, as part of its ongoing effort to remain abreast of and in compliance with applicable local laws.

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: [Signature]

Siting Profile – Page 7
### SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

Projected Start Date for the First Full Fiscal Year: 06/01/2017

<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>$485,755.14</td>
<td>$3,717,116.28</td>
<td>$7,929,599.21</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$2,353,000.00</td>
<td>$2,554,644.00</td>
<td>$3,876,293.00</td>
</tr>
<tr>
<td><strong>VARIANCE:</strong></td>
<td>$-1,867,244.86</td>
<td>$1,162,472.28</td>
<td>$4,053,306.92</td>
</tr>
<tr>
<td>Number of unique patients for the year</td>
<td>506</td>
<td>1430</td>
<td>2700</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>4554</td>
<td>34,848</td>
<td>74,340</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>44%</td>
<td>111%</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>.33</td>
<td>.33</td>
<td>.33</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>$320</td>
<td>$320</td>
<td>$320</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>12</td>
<td>25</td>
<td>27</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>300</td>
<td>850</td>
<td>1,624</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs.)</td>
<td>95</td>
<td>726</td>
<td>1,548</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>205</td>
<td>124</td>
<td>76</td>
</tr>
</tbody>
</table>

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

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

Siting Profile—Page 8
SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA AND NON-DISCRIMINATION BASED ON DISABILITY

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, non-discrimination, 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, § 101; 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.

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 this Certification.

Signature of Authorized Signatory

Linda Martel
Print Name of Authorized Signatory

Director and Treasurer

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:

Sitting 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

Linda Martel

Print Name of Authorized Signatory

Director and Treasurer

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

Linda Martel

Print Name of Authorized Signatory

Director and Treasurer

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:  

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]

02/23/2017

Date Signed

[Print Name]

Director and Treasurer

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: [Initials]
LEASE OPTION BETWEEN CHURCHILL & BANKS COMPANIES LLC and LIBERTY COMPASSION CENTER INC. for "PROPERTY" at 147 REVOLUTIONARY DRIVE, #4, EAST TAUNTON, MA 02718

This lease option is granted in favor of Liberty Compassion Center Inc. with respect to the matters described in this legally enforceable agreement in the event the Massachusetts Department of Public Health ("Department") determines that Liberty Compassion Center, Inc. qualifies for registration as a RMD, within 90 days from February 23, 2017.

CHURCHILL & BANKS COMPANIES, LLC, as landlord with respect to the Property, as landlord with respect to the Property, grants an option to Liberty Compassion Center Inc. to lease 3,600 sf of space including loading docks and existing office space in the Property.

The Landlord will deliver such space upon the Department determining that Liberty Compassion Center, Inc. qualifies for registration as an RMD.

The Landlord will deliver the space with adequate electric service.

The Landlord agrees that Liberty Compassion Center, Inc. will build out a RMD cultivation and processing facility at tenant’s expense which is the intended use of the premises.

The Tenant will enter into a 10 year lease with two (2) five (5) year options.

The rent for years 1-2 will be $15.00 per sf NNN. Years 3-5 rent will be $17.00 per sf.

The rent for second five (5) year term will be $20.00 per sf NNN.

The two (2) five (5) year option terms will be at market rate but not less than $22.00 per sf NNN.

The Tenant will be responsible for its own utilities.
January 23, 2017

Mr. Mark Donahue
M. Donahue Associates Inc.
457 Belmont Street
Brockton, MA 02301

Re: Offer to Purchase: Property located at 147 Revolutionary Way, Taunton, MA

Dear Mr. Donahue:

We are pleased to present this Offer to Purchase the property located at 147 Revolutionary Way, Taunton, MA containing approximately 5.46 acres of land and building more specifically identified below. This letter outlines the terms, conditions, and contingencies under which we are prepared to proceed.

1) Property: Property located at 147 Revolutionary Way, Taunton, MA

Known as Assessors Plat _______ Block ______ Lot _______

2) Buyer: Churchill & Banks Companies, L.L.C. and/or nominee.

3) Purchase Price: One Million Two Hundred Fifty Thousand Dollars ($1,250,000).

4) Terms: Payment in full, in cash at closing ($1,250,000) less deposit paid.

5) Purchase and Sale Agreement: Buyer and Seller agree to diligently pursue the execution of a mutually agreeable Purchase and Sale Agreement to be drafted by Buyer, embodying the terms of this letter and normal and customary terms and provisions for a transaction of this nature, including the contingencies described herein. If a Purchase and Sale Agreement is not executed by Buyer and Seller within seven days from the Seller’s acknowledgement of this offer, this offer shall automatically terminate.

6) Title: Seller will deliver marketable title, insurable by extended coverage A.L.T.A. title insurance, free and clear of all encumbrances and liens and other title exceptions, except those title exceptions Buyer acknowledges in writing as permitted exceptions. Title insurance is to be provided at Buyer’s expense. Seller to provide current boundary, topographic, and environmental surveys. Seller shall be responsible for any transfer taxes due at the sale.

7) Study Period: Buyer will have a forty-five (45) day Study Period following the effective date of the Purchase and Sale Agreement. During this period the Buyer will need to obtain approval from the City of Taunton to get approval for a Registered Marijuana Dispensary (RMD). Seller will deliver to Buyer all plans, reports, regulatory notices and surveys. All documents
Offer to Purchase – 147 Revolutionary Way, Taunton, MA

should be given simultaneously with the delivery of a signed Purchase and Sale Agreement. A complete list of documents so required by Buyer shall be included in the Purchase and Sale Agreement.

During the Study Period, Seller will provide access to Buyer and Buyer's agents to inspect the premises, including, but not limited to, inspections relating to environmental hazards, wetland determination, boundary survey, and geotechnical analysis. It is the understanding of both parties that the Buyer will complete a Phase I environmental analysis of the property during this period. If the Phase I should indicate reasons for a more extensive environmental study due to a specific property characteristic or problem, the Buyer will have the right to extend the study period for an additional 45 days.

The Buyer may terminate its obligations to purchase the Property for any bona fide reason during the indicated Study Period and up to five days thereafter by written notice.

6) Closing:

Closing to be held at the local office of Buyer's attorney thirty (30) days after the approval by the City of Taunton for an RMD.

9) Exclusion

Seller warrants that during the 7 days that this letter is in effect, Seller will not negotiate, or execute, offers, letters of intent or contracts from any other prospective buyers, except to the extent such agreements are expressly subject to and subordinate to our rights under this Offer to Purchase.

10) Brokerage:

Neither Seller nor Buyer have worked with any broker in this transaction other than Mark Donahue of M. Donahue Associates Inc. Any claim for a real estate commission will be paid to the Seller.

11) Deposit

$400,000.00, payable as follows:

Upon the mutual execution of a Purchase and Sale Agreement, Buyer will make a good faith deposit of Twenty-Five Thousand-Dollars ($25,000.00),

At the end of the study period, buyer will deposit an additional Fifty Thousand dollars ($50,000.00).

All deposits are to be held in escrow in an interest bearing account, by the Chicago Title Insurance Company 1 State Street, Suite 600, Providence RI 02906. During the Study Period, Buyer may at any time and in its sole discretion unilaterally cancel the Purchase and Sale Agreement and receive an immediate full refund of the deposits and accrued interest.

12) Seller Lease Back:

Minimum of three (3) - TWO year lease back of the Seller for two rear units of 10,806 sf at $5,400 per month NNN. Buyer will have right to terminate with a 120-180 day notice.

13) Default

In the event of default by Buyer, the Seller shall be entitled to the deposit, then in escrow, to the extent of actual damages sustained by the Seller. In the event of default by Seller, the Buyer shall be entitled to maintain an action for specific performance and/or damages.
Offer to Purchase – 147 Revolutionary Way, Taunton, MA

14) Acceptance: This Offer to Purchase is subject to your written acceptance on or before 5:00 PM on January 31, 2017, failing which this Offer to Purchase shall be deemed automatically withdrawn. The purpose of this document is to memorialize certain business points. The parties mutually acknowledge that their agreement is qualified and that they therefore contemplate the drafting and execution of a more detailed agreement. They intend to be bound only by the execution of such an agreement and not by this Offer to Purchase.

Sincerely,
Churchill & Banks

[Signature]
Richard Ricardi
Manager

[Signature]
Witnessed
[Name]
Print Name

Accepted and Agreed:

[Signature & Print Name]
Michael F. Ross

[Signature & Print Name]
Eric McMillan

[Signature & Print Name]
Witnessed & Print Name

Churchill & Banks Company, LLC
247 Weybosset Street, Providence, RI 02903-3232
Tel: 401-273-8010  Fax: 401-521-1539
PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), is entered into as of November 20, 2016, by and between The Kelly Company, Inc., a Massachusetts corporation with an address of 27 Johnson Road, Sterling, MA 01564 (hereinafter, the "Seller") and Churchill & Banks Companies, LLC, a Rhode Island limited liability company or its nominee or assignee (hereinafter, the "Purchaser"). (Purchaser and Seller are hereinafter referred to collectively as the "Parties").

WHEREAS, Seller owns the land and buildings located at 179 Brook Street, Clinton, MA 01510 which is more particularly described in Exhibit "A", containing approximately 3.17 acres as shown on the "Plan" referenced in said Exhibit (the "Land"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property (as defined in Section 2.2 herein), pursuant to the terms, conditions and covenants contained in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the Property and the mutual covenants and agreements contained in this Agreement, the Parties hereby covenant and agree as follows:

Section 1. RESERVED.

Section 2. PROPERTY

2.1 Property. Buyer agrees to buy and Seller agrees to sell and convey all of Seller's rights, title and interest in and to the property described in Section 2.2 hereof (the "Property") pursuant to the terms and conditions set forth herein.

2.2 Description of Property. The Property shall consist of:

(a) The Land;

(b) All rights, privileges and easements appurtenant to the Land and owned or held by Seller, including, without limitation, all rights-of-way, roadways, roadbeds, and reversions (the "Appurtenant Rights");

(c) All improvements that are located on the Land, more specifically an approximate 64,497sf commercial building (the "Improvements") (the Land, the Appurtenant Rights, and the Improvements, are collectively referred to as the "Real Property"); and

(d) All of Seller's right, title and interest in and to all licenses, governmental approvals, permits, guarantees, warranties, contracts and other intangible rights pertaining in any way to the operation of the Real Property; excluding, however, any Service Contracts (defined below) that Buyer does not elect to assume in accordance with the terms of this Agreement (the "Intangible Property").
Section 3. PURCHASE PRICE

3.1 Payment of Purchase Price. The "Purchase Price" for the Real Estate shall be Eight Hundred and Fifty Thousand and 00/100 Dollars ($850,000) and shall be paid in cash (or by certified check or federal funds wire transfer) at the Closing (defined below), subject to the adjustments required in this Agreement in accordance with the terms hereof.

3.2 Earnest Money.

(i) Within one (1) business day after the mutual execution and delivery of this Agreement, Buyer shall deliver Ten Thousand Dollars ($10,000.00) to Chicago Title Insurance Company, One State Street, Suite 600, Providence, Rhode Island 02908 ("Escrow Agent") as a good faith deposit (the "Earnest Money"); and

(ii) The balance of the Purchase Price, subject to adjustment as provided herein, shall be paid at Closing by bank or certified check to the order of Seller (or as Seller may direct in writing) or by confirmed wire transfer of immediately available funds.

The Earnest Money shall be held in trust by Escrow Agent as an earnest money deposit. The Earnest Money shall be held and applied in accordance with the terms of this Agreement. Escrow Agent shall deposit all Earnest Money in an interest-bearing money-market account with a federally insured financial institution. The Earnest Money shall be applied toward the Purchase Price at the Closing. The parties shall sign the Escrow Agent's standard form of escrow agreement.

Section 4. CONDITION OF PROPERTY. The Property shall be conveyed at the Closing free and clear of any and all tenants and occupants, broom clean, except the current tenant at will, 77 Recycling, LLC, which may occupy the property, at will, post closing, but otherwise with the Property being in its current condition as of the Effective Date, subject to the Buyer's rights during the Feasibility Period (as defined below), and subject to the conditions to Closing described below, and the Seller representations and warranties set forth below, and the provisions of Section 7 hereof. Buyer acknowledges that, except for the representations and warranties set forth below, this sale is being made without any representation or warranty of Seller whatsoever, and Buyer acknowledges that it has not and will not rely upon any statement or representation made by Seller or any of its officers, directors, employees and/or agents regarding the condition of the Property, except those expressly contained in this Agreement.

Section 5. SELLER'S REPRESENTATIONS AND WARRANTIES

In order to induce Buyer to enter into this Agreement and to purchase the Property, and in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Buyer, and each of which shall be true and correct as of the date of this Agreement and the date of Closing and shall survive Closing and delivery of the Deed (defined below).

Section 6. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to the Seller as follows:

6.1 Buyer's Standing and Authority. This Agreement, when executed and delivered by Buyer, will be a valid and binding obligation of Buyer in accordance with its terms.
6.2 **Further Acts of Buyer**: On or before Closing, Buyer will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be consistent with this Agreement and customarily and reasonably required by Seller and/or the Title Company to complete the transactions described in this Agreement.

**Section 7. TITLE MATTERS**

7.1 **Status of Title.** The Real Property is to be conveyed by a good and sufficient Quitclaim Deed satisfactory in form and substance to Seller’s counsel, Buyer’s counsel and Buyer’s title insurance company (the “Deed”) and such Deed shall convey good, clear, record and marketable title thereto, free from encumbrances, except (a) provisions of existing building and zoning laws; (b) existing rights and obligations in party walls which are not subject of written agreement; (c) such taxes for the current fiscal tax period as are not due and payable as of the Closing; (d) any liens for municipal betterments assessed after the date of this agreement; (e) easements, restrictions and reservations of record, if any, so long as the same do not interfere with the current use of the Land; and (f) the Lease. Without limiting the generality of the foregoing, Seller shall cause the release of the Property from all loans, liens, and other monetary encumbrances of an ascertainable amount secured by the Property or a portion thereof, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans, liens, and/or other monetary encumbrances, if any (Seller may use proceeds from the Closing, if sufficient and if permitted under the terms of such encumbering Instrument). From and after the date hereof, Seller agrees not to further mortgage or encumber the Property or permit the creation of liens with respect to the Property.

Buyer, at its own expense, may order a standard form ALTA Owner’s Title Policy Commitment covering the Property issued by a reputable title company (the “Title Company”), together with copies of all instruments, if any, referred to in the commitment as exceptions to title (the “Commitment”). Buyer, at its own expense, may also cause to be prepared, a survey of the Property (the “Survey”) conforming to Buyer’s standards and requirements. Notwithstanding anything in this Agreement to the contrary, if Buyer has objections to title (including any matters arising from a review of the survey) and Buyer has delivered a so-called title objection letter to Seller (“Title Notice”) on or before the end of the Feasibility Period (as hereinafter defined), then the Feasibility Period shall be deemed extended, as to the matters set forth in such title objection letter only, for a period of seven (7) business days. Within the first four (4) business days of such period, Seller shall give Buyer written notice of which matters discussed in such letter, if any, it agrees to cure or otherwise resolve, and, unless Seller has agreed to cure/resolve all matters discussed in said title objection letter, in the manner requested by such letter (in which event the Feasibility Period shall end upon Buyer’s receipt of such notice, and Seller shall be obligated to cure/resolve such matters by the Closing) Buyer shall then have three (3) business days to cure, by written notice to Seller, either to (a) terminate this Agreement, or (b) accept such title as is disclosed by Buyer’s title commitment (and as shown on Buyer’s survey), and proceed with this transaction. In all events, however, Seller shall clear monetary liens and convey good and clear record and marketable title that is free of all agreements, covenants, conditions, easements, restrictions, reservations, and other encumbrances affecting the Property, or the use thereof, except only to the extent that any such items are expressly approved by Buyer in writing. To enable the Seller to make conveyance as herein provided, the Seller may at the Closing use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or at such later time in conformity with current conveyancing practices in the locality in which the Land is located.
Notwithstanding anything to the contrary in this Section, Buyer hereby objects to:

(a) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements;
(b) all judgment liens, liens, notices of lis pendens, attachments and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes);
(c) any option (or right of first offer, right of first refusal, or other form of pre-emptive right) to purchase the Property or any portion thereof;
(d) any restrictive covenant, equitable servitude, or other form of restriction, that limits the use of the Property in any manner or imposes any affirmative obligations upon the owner of the Property, or the holder of any interests therein;
(e) Any matter affecting title which first arises subsequent to 12:00 Noon on the second to last day of the Feasibility Period; and
(f) Any matter of record relating to environmental contamination that would impose obligations on Buyer.

Seller covenants and agrees to cause all such matters to be eliminated at Seller's sole cost and expense (including any prepayment penalties) prior to Closing (unless Buyer elects, prior to Closing and in writing, and in Buyer's sole and absolute discretion, that a particular matter does not need to be eliminated). The removal of such items shall also be a condition to Buyer's obligations under this Agreement.

Furthermore, it is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless: (a) all buildings, structures and improvements, and all means of access to the Property, shall be located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entities; and no building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said Property; (b) the Property shall abut a public way to which Buyer shall have both pedestrian and vehicular access; and (c) the Property shall be served by municipal water and sewer utilities and by electric, gas, telephone and all other utilities reasonably deemed by Borrower to be necessary or desirable for the current use of the Premises, with all such utilities being available at the lot line of the Property abutting a public way, or easements therefor reasonably acceptable to Buyer being of record prior to the Closing (subject to no superior encumbrances on the servient estate(s)), and with any necessary connection permits for tying into such utilities having been obtained.

Section 8. BUYER'S DUE DILIGENCE.

3.1 Buyer's Inspection. Buyer and Buyer's agents, engineers, architects, surveyors and consultants shall have the right to conduct a "due diligence" inspection of the Property, including, but not limited to, studies, analyses, searches and surveys that may include, but need not be limited to, environmental phase studies, geotechnical studies, utility availability surveys, structural and mechanical surveys, title reviews, and other analyses and investigations that Buyer may determine to be necessary or prudent. Within five (5) business days following the effective date, Seller shall deliver to Buyer all relevant information concerning the Property (including copies of all tenant leases), as well as all other relevant due diligence information in Seller's possession or under its control, including without limitation any title reports, surveys, property condition reports, receipts and records for recent improvements, maintenance logs, notices of violations, rent rolls for last three years (to the extent available), expense statements and back-up for last three years (to the extent available), and environmental studies and written communications with
environmental authorities, Seller shall, at all times, reasonably cooperate with Buyer in connection with its due diligence activities. Seller hereby agrees that Buyer and its employees, agents, consultants and advisors are granted access to the Property as required to perform said studies and investigations, and Buyer shall have the right to disturb the soil and drill borings thereon. In connection with such soil and drill borings, Buyer shall use commercially reasonable and good faith efforts to minimize any interference with the operation of Tenants’ businesses at the Property. In connection with its due diligence activities, Buyer may have direct communication with Tenants, and Seller will cooperate with Buyer to facilitate the same. Buyer shall indemnify Seller against any claims, liens, liabilities or lawsuits arising from Buyer’s inspection activities (except to the extent that any such claims, liens, liabilities or lawsuits may arise from the discovery of pre-existing conditions at the Property or may arise from action or inaction of Seller or its employees, agents, representatives, or contractors), and further, in the event the Property is disturbed or damaged in any way as a result of Buyer’s inspection activities, Buyer shall at its cost promptly restore the condition of the Property as near as reasonably possible to that existing prior to entry by Buyer, which obligation shall survive the termination of this Agreement.

8.2 Feasibility Period. Buyer, in Buyer’s sole discretion, shall have until the end of the thirtieth (30th) day (subject to Section 15.13 hereof) following the Effective Date (such thirtieth (30) day period is hereinafter referred to as the “Feasibility Period”); and the end of such thirtieth (30th) day following the Effective Date shall be referred to herein as the “Inspection Acceptance Date”) to conduct the inspection(s) described in Section 8.1 hereof. Buyer shall have until the fifth (5th) day following the Inspection Acceptance Date to terminate this Agreement as a result of Buyer’s dissatisfaction with the result of any inspection referenced in Section 8.1 hereof, or for any other reason (or for no reason), all in Buyer’s sole and absolute discretion, by delivering written notice of termination to Seller. (Nothing in the foregoing sentence or elsewhere in this Agreement limits or diminishes Buyer’s termination rights pursuant to Section 7 hereof).

In the event Buyer delivers a notice of termination with respect to this Agreement on or before the fifth (5th) day following the Inspection Acceptance Date (whether such notice of termination is pursuant to Section 7 or this Section 8.2 or any other applicable Section of this Agreement), the Earnest Money shall be returned to Buyer, this Agreement shall have no further force or effect, and the Parties shall have no further rights or obligations hereunder (except for Buyer’s Indemnification and restoration obligations under Section 8.1 and Seller’s obligations under Section 8.2).

If any Phase I environmental analysis performed by or for Buyer should indicate reasons for a more extensive environmental study due to a specific property or characteristic, Buyer shall have the right to extend the Feasibility Period and Inspection Acceptance Date an additional forty five (45) days.

8.3 Permitting Period. Provided that Buyer has elected not to terminate this Agreement prior to the fifth (5th) calendar date following the Inspection Acceptance Date, Buyer shall have an additional Twenty (20) days to obtain approval from the Board of Selectmen for the Town of Clinton for a Medical Marijuana Grow Facility; provided, however, that Buyer shall commence work with the Town of Clinton on the Effective Date so that such approval may be obtained within the time provided herein.

8.3.1 Permitting Period Termination. In the event Buyer does not deliver to Seller a notice of termination with respect to this
Agreement pursuant to this Section 8.3 on or before the last day of the Permitting Period, and also does not terminate this Agreement pursuant to Section 7 hereof, then:

(i) The Earnest Money shall become non-refundable to Buyer except in the event of a Seller default, or the failure of a condition to Closing as set forth in Section 9 hereof;
(ii) The Earnest Money shall remain applicable to the Purchase Price, and
(iii) Buyer shall then be precluded from terminating this Agreement pursuant to this Section 8.3.

Section 9. CONDITIONS PRECEDENT

The following are conditions precedent to the obligations of Buyer to perform hereunder (however, Buyer may elect, in its sole and absolute discretion, to waive any of these conditions in writing and proceed with the Closing):

9.1 Seller’s Authority. Seller shall have delivered to Buyer and to Escrow Agent such documentary and other evidence as the Title Company may reasonably require evidencing the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.

9.2 Seller’s Obligations. All of the obligations of Seller under this Agreement to be performed from and after the Effective Date through the Closing Date shall have been performed by Seller. Without limiting the foregoing, on or before Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be consistent with this Agreement and customarily and reasonably required by Seller and/or the Title Company to complete the transactions described in this Agreement.

9.3 Environmental Remediation. Seller shall have completed all required environmental remediation work relating to the Property and shall have received and recorded official regulatory evidence of compliance with respect to the same, discharging any further remediation responsibilities.

Section 10. CLOSING

10.1 Time of Closing. The consummation of the purchase and sale of the Property (the “Closing”) shall be held and completed at 10:00 A.M. at the Worcester District Registry of Deeds, or if mutually agreed, at the offices of the Buyer’s counsel on January 17, 2017 (subject to Section 15.13 hereof) following the expiration of the Permitting Period (the “Closing Date”); provided, however, that Seller and Buyer may mutually agree in writing on a different time and/or date for Closing. Notwithstanding the foregoing provisions of this Section, Buyer shall not be obligated to close sooner than the fifth (5th) business day following the satisfaction of the conditions precedent set forth in Section 9. The parties agree to use good faith efforts to have a so-called “closing by mail” so that a face to face closing is not required.

10.2 Closing Costs, Precautions, and Adjustments. Seller shall cause the release of the Property from all loans secured by the Property, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans, if any. Seller shall pay for all deed preparation costs, state documentary stamps on the Deed (and any other transfer taxes in connection with this
transaction), and Seller's legal fees. Buyer shall be responsible for all of its own costs incurred, including, without limitation, the cost of studies or inspections desired by Buyer, title examination, title insurance, if any, and Buyer's legal fees. The real estate taxes, utilities, and other customary items shall be prorated as of the day of Closing. Buyer shall pay one-half of the Escrow Agent's escrow fees, if any. Any other costs not specifically contemplated herein shall be borne by the party that would customarily do so in commercial real estate closings in Massachusetts. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the Purchase Price paid to Seller hereunder shall be adjusted to reflect such adjustments and prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the Parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information (this obligation to readjust shall survive Closing for a period of 12 months).

10.3 Assessments. If the Property is affected by any assessment for public improvements or infrastructure completed prior to the Effective Date, said assessments shall be prorated to the date of the Closing; provided, however, that if any assessments are secured by a lien upon the Property then Seller shall be responsible for completely paying off such assessment and discharging said lien, prior to Closing.

10.4 Closing Deliveries: At Closing, Seller shall deliver to Escrow Agent:

(a) The Deed;

(b) A standard form Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanics lien exception, gap exception, parties-in-possession exception, unrecorded easements exceptions, and any other customarily-removed standard exceptions from Buyer's owner's title insurance policy for the Property;

(c) Releases of any Property liens or other instruments or agreements to be cancelled pursuant to the terms of this Agreement, in form appropriate for recording;

(d) Full and exclusive possession of the Property subject to the Lease;

(e) JRC Section 1445 Non-Foreign Affidavit;

(f) Assignment of Intangible Property, in form reasonably acceptable to Buyer;

(g) Such other documents required under the terms of this Agreement or customarily delivered at closings in Massachusetts.

10.5 Acceptance of Deed. The acceptance and recording of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained, expressed or implied.

Section 11. CONDEMNATION OR CASUALTY LOSS

11.1 Condemnation. If, prior to Closing, all or any part of the Property or access thereto shall become subject to condemnation through eminent domain by governmental or other lawful authority, Buyer shall have the option of either (a) completing the purchase, in which event all
condemnation proceeds or claims thereof shall be assigned to Buyer, or (b) terminating this Agreement, in which event, notwithstanding any provision herein to the contrary, all Earnest Money deposited or paid by Buyer, including any portions thereof previously released or paid to Seller, shall be returned to the Buyer, this Agreement shall be terminated and have no further force or effect, and neither party shall have any rights or obligations thereunder.

11.2 **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any substantial portion thereof, suffers any damage prior to Closing from fire or other casualty, then Buyer may either (a) terminate this Agreement by delivering written notice to Seller of such termination within ten (10) business days after Seller notifies Buyer of the casualty, in which event, notwithstanding any provision herein to the contrary, all Earnest Money deposited or paid by Buyer, including any portions thereof previously released or paid to Seller, shall be returned to the Buyer, this Agreement shall be terminated and have no further force or effect, or (b) consummate the Closing, in which latter event Seller shall retain any insurance proceeds actually received by Seller in connection with such casualty. If Buyer fails to timely deliver to Seller written notice of termination of this Agreement as described in (a) above, then Buyer shall be deemed to have elected to proceed in accordance with (b) above. "Substantial portion" as used in this paragraph shall be deemed to mean any portion of the Property which, in Buyer's reasonable discretion, materially interferes with Buyer's intended use and enjoyment of the same. Furthermore, if any lender or investor of Buyer determines that they are unwilling to proceed with the transaction as contemplated hereunder as a result of such casualty, then such casualty shall be deemed to constitute a "Substantial portion".

Section 12. BROKER

12.1 **Broker.** Seller and Buyer each represent and warrant to the other that it has not dealt with any broker in connection with this transaction other than John Hogan of Re/Max Journey (collectively, the "Broker"); whose commission shall be paid by Buyer pursuant to separate agreement if and when Closing occurs, and each party indemnifies the other against any other broker other than Broker claiming by, through, or under the indemnifying party. The indemnities set forth in this Section 12.1 shall survive Closing.

Section 13. DEFAULT

13.1 **Buyer Default.** If Buyer is obligated but fails or refuses to proceed with Closing and to discharge Buyer's obligations under this Agreement, except as permitted by failure of any condition or contingency, Buyer shall be in default. In the event of such default, Seller shall receive all Earnest Money previously paid by Buyer forthwith. The Parties agree that the Buyer’s Earnest Money is a reasonable liquidated measure of Seller’s damages and not a penalty and shall be Seller's sole and exclusive remedy, at law and equity, because of the difficulty in ascertaining the exact amount of damages sustained by Seller.

13.2 **Seller’s Default.** In the event of a default of Seller, Buyer may, without limitation of its other rights and remedies, terminate this Agreement upon written notice to Seller, upon which event all Earnest Money shall be immediately refunded to Buyer (whether or not any or all of the aforementioned has previously been released to Seller), and/or exercise all of its available remedies at law or in equity, including, but not limited to, the right to seek a judgment compelling the specific performance of this Agreement and/or an action for damages.
13.3 **Attorney Fees.** In the event of litigation, the prevailing party shall be entitled to receive its reasonable legal fees and court costs from the other party. This provision shall survive the Closing and delivery of the Deed.

**Section 14. OPERATIONS PRIOR TO CLOSING**

14.1 **Maintenance.** Subject to the provisions of Section 11 concerning repairs and replacements in the event of condemnation or casualty, Seller, at its sole cost and expense, shall make and perform all repairs and replacements to the Property between the date hereof and Closing necessary to deliver the Property at Closing in the condition required pursuant to this Agreement. Without limiting the foregoing, Seller shall not diminish the quality or quantity of supplies, maintenance or upkeep services heretofore provided to the Property, and shall not permit or suffer any waste of or upon the Property. From and after the Effective Date, Seller will refrain from performing any material change or improvement upon or about the Property without Buyer's prior written consent. From and after the Effective Date, Seller will observe all laws, ordinances, regulations, and restrictions affecting the Property and its use, and will pay all taxes and assessments on the Property as they become due.

14.2 **Other Acts.** Seller shall not unreasonably undertake or omit to undertake any other act, if the taking of or failure to take such act might add a new restriction or have an adverse effect on the Property or the operations thereof as presently conducted.

14.3 **Default.** Seller shall not permit or suffer any default by it under any note, mortgage, insurance policy, license, permit, contract, or other agreement, in any way relating to or connected with the Property, or the operations thereof, and Seller shall reasonably pursue all remedies available to Seller on account of any default thereunder by any other party. Furthermore, Seller agrees to immediately notify Buyer in writing of any such default of which Seller has received notice, which delivery shall include a summary of Seller's proposed cure thereto.

14.4 **Encumbrances.** Except as permitted by Section 5.1.5 of this Agreement, from and after the Effective Date, Seller agrees not to convey, lease or encumber the Property or any portion thereof or any interest therein, not to permit or suffer any conveyance, lease, or encumbrance of any interest in all or any portion of the Property, not to enter into easements or agreements with municipalities, and not to grant any person or entity possession or a right of entry upon all or any portion of the Property, nor any option to lease or acquire the Property or any portion thereof or interest therein (including any interest in the Seller that would result in a change in control of Seller), without the prior written consent of Buyer, in Buyer's sole discretion.

**Section 15. GENERAL PROVISIONS**

15.1 **Completeness; Modification.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the Parties. This Agreement shall not be modified except by a written agreement executed by both Parties.

15.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective officers, directors, members, partners, heirs, devisees, personal representatives, successors and assigns.
15.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

15.4 **Section Headings.** The Section headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of any Section.

15.5 **Pronouns.** All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

15.6 **Time of Essence.** Both Parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the Parties under this Agreement.

15.7 **Counterparts; Facsimile or "pdf" Signatures.** To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the Parties, all of which when taken together shall comprise one (1) agreement. Also, facsimile or "pdf" signatures to this Agreement shall be binding.

15.8 **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of: (a) the date of delivery, if served in person or .pdf e-mail; (b) three (3) days (specifically, three [3] days that the US Postal service is open for business and delivering mail) after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested; or (c) the next succeeding business day after deposit for overnight delivery with a responsible overnight delivery service similar to UPS and/or Federal Express. Any notice sent by .pdf shall be promptly followed by one of the other methods of delivery of notice.

If to Buyer: Churchill & Banks Companies LLC 10 Greene Street Providence, Rhode Island 02903 Attn: Richard P. Baccari Email: rp.baccari@cb-ltd.com

With a copy to: Blish Cavanagh LLP 30 Exchange Terrace Suite 3 Providence, RI 02903 Attn: William Landry, Esq. E-mail: wtl@blishavlaw.com

If to Seller: The Kelly Company, Inc. 27 Johnson Road Sterling, MA 01645 Attn: J.J. Kelly Email: jjkelly123@aol.com

With a copy to: Steven T. Sager, Esq. Sager Legal LLP
Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

15.10 Effective Date. The term "Effective Date" as used in this Agreement shall mean the first date upon which both Buyer and Seller have executed a final counterpart of this Agreement and delivered the same to the other party.

15.11 Assignment; Nominee. This Agreement may be assigned by Buyer without the prior written consent of Seller, provided that Buyer shall provide written notice to Seller of any such assignment prior to, or together with, such assignment occurring. Buyer may in all events appoint a nominee to take title at the Closing.

15.12 Further Assurances. On or before Closing, each party shall do, make, execute and deliver such additional and further acts, deeds, instruments, and documents as may be reasonably required to carry out the terms and provisions of this Agreement.

15.13 Measuring Periods. If the end of any time period herein, or if any specified date, falls on a weekend or national or state (i.e., the Commonwealth of Massachusetts) holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

15.14 Inspection. Buyer and its agents, contractors, employees and representatives shall have the continuing right to inspect the Property at any time after the execution of this Agreement, provided that it shall first give Seller reasonable advance notification of its intention to conduct any such inspection and that such inspection shall not unreasonably impede the normal day-to-day business operation of the Property.

15.15 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Seller or Buyer, neither party shall be liable nor responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorist acts, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of said party. In no event, however, shall this provision apply to monetary obligations under this Agreement.
15.16 Submission Not an Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation does not constitute an offer by either Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither Seller nor Buyer shall be bound with respect to any such purchase and sale unless and until this Agreement has been mutually executed and delivered by the Parties.

15.17 Confidentiality. Both parties hereby agree to keep the terms of this Agreement, Buyer's identity, and Buyer's proposed use of the Property strictly confidential except for disclosure to their lenders, advisors, and others with a legitimate business purpose of knowing such information.

15.18 Off Market. Seller agrees to cease negotiations with all other third parties for the sale or other transfer of the Property (including, but not limited to, option agreements, rights of first offer or refusal, and other similar agreements), to take the Property off the market and not enter into any new negotiations for the sale or other transfer of the Property (including, but not limited to, option agreements, rights of first offer or refusal, and other similar agreements) after the commencement of the Permitting Period while this Agreement remains in force and effect.

15.19 Construction. The Parties acknowledge that with respect to the transactions contemplated herein each party and its counsel has reviewed and revised this Agreement and that no term, covenant or provision of this Agreement shall be construed by any court, government, governmental authority or arbitration panel against any party hereto by reason of such party's being deemed to have drafted or structured such term, covenant or provision.

15.20 Exhibits. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A – Legal Description
Exhibit B – Rent Roll

(Signatures on next page)
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as an instrument under seal as of the day and year set forth next to their respective signatures below.

SELLER: The Kelly Company, Inc.

By: j-kelly
Name: J. Kelly, President
Date of Execution: 11/11/16

BUYER: Churchill & Banks Companies, LLC

By: 
Name: Richard P. Daclain
Title: Manager
Date of Execution: 2016-11-11
EXHIBIT "A"

Legal Description of Land

(See next page)
The land in Clinton, Worcester County, Massachusetts, shown as "Parcel B" on a plan entitled "Plan of Land in Clinton, Massachusetts owned by The Kelly Company, Inc.," dated May 19, 1989, and recorded in the Worcester District Registry of Deeds at Plan Book 622, Plan 66 (the "Plan"), and more specifically bounded and described as follows:

A PARCEL

of land with the buildings thereon situated on the Northerly side of Brook Street, the Southerly side of Lawrence Street and the Westerly side of Marshall Street in the Town of Clinton, County of Worcester, Commonwealth of Massachusetts bounded and described as follows:

BEGINNING at a point on the Northerly side of Brook Street, the Southerly corner of the premises described herein, and at the Southeasterly corner of land now or formerly of John Battaglini:

THENCE N. 13° 20' 06" E. by land now or formerly of said Battaglini one hundred forty three and 14/100 (143.14) feet to a point:

THENCE S. 81° 09' 07" W. by land now or formerly of said Battaglini seventy and 42/100 (70.42) feet to a point:

THENCE N. 07° 33' 30" W. by land now or formerly of said Battaglini and land now or formerly of William B. Guadagnoli and land now or formerly of Fred H. & Anne E. Trujilar, and land now or formerly of John N. & Eleanor M. Gibbons, and land now or formerly of Alfred R. & Phyllis M. Bergstrom two hundred sixteen and 88/100 (216.88) feet to a concrete bound at a corner of land now or formerly of R. Bates & Sons, Inc.:

THENCE N. 78° 39' 07" E. by land now, or formerly of said Bates one hundred forty and 30/100 (140.30) feet to an iron pipe:

THENCE S. 07° 33'30" E. by land now or formerly of said Bates thirty one and 16/100 (31.16) feet to an iron pipe:

THENCE S. 84° 51' 20" E. by land now or formerly of said Bates sixty-nine and 05/100 (69.05) feet to an iron pipe:

THENCE N. 12° 0' 07" E. by land now or formerly of said Bates one hundred seventy eight and 14/100 (178.14) feet to an iron pipe on the Southerly side of Lawrence Street:

THENCE N. 82° 56' 30" E. by the southerly side of Lawrence Street fifty five and 81/100 (55.81) feet to a point at a corner of land now or formerly of Chet-Ser Real Estate Corporation:

THENCE S. 06° 57' 17' E. by land now or formerly of said Corporation, land now or formerly of Michael R. & Mary Jane Grady, land now or formerly of Michael & Carol Grady and Michael R. & Mary Jane Grady, land now or formerly of Grace Annal, and land now or formerly of Lea M. Wagner three hundred seventy (370.00) feet to a concrete bound:
THENCE N. 92° 56' 30" E. by land now or formerly of said Wagner one hundred sixty five (165.00) feet to a stone bound on the Westerly side of Marshall Street:

THENCE S. 06° 57' 17"E. by the Westerly side of Marshall Street one hundred sixty four and 82/100 (164.82) feet to a concrete bound at a corner of land now or formerly of Anthony J. & Ann H. Sanginario:

THENCE S. 82° 59' 55" W. by land now or formerly of said Sanginario and land now or formerly of Robert F. and Deborah J. Wetherell one hundred sixty four and 85/100 (164.85) feet to a concrete bound:

THENCE N. 0° 03' 22" W. by land now or formerly of said Wetherell eighty four and 66/100 (84.66) feet to an iron pipe:

THENCE S. 82° 26' 30" W. by land now or formerly of said Wetherell forty nine and 53/100 (49.53) feet to a point:

THENCE S. 13° 20' 06" W. by land now or formerly of said Wetherell one hundred sixteen and 85/100 (116.85) feet to a point on the Northerly side of Brook Street:

THENCE N. 76° 39' 54" W. by the Northerly side of Brook Street two hundred twenty-two and 33/100 (222.33) feet to the point of beginning:

EXCEPTING THEREFROM the premises conveyed by The Kelly Company, Inc. to Chet-Ser Realty Corporation by deed dated September 26, 1988, recorded in said Deeds Book 11638, Page 170, shown as "Parcel A" on said Plan.

Together with the Lessor's rights under an easement granted to Clinton Plastics, Inc. by R. Bates & Sons, Inc. dated April 21, 1976 and recorded in said Deeds at Book 5929, Page 37, and to an easement granted to Clinton plastics, Inc. by Willis A. Wagner and Leta M. Wagner dated May 23, 1969 and recorded with said Deeds in Book 4951, Page 136.
EXHIBIT D

RENT ROLL

Q.E.P., Inc. ("Tenant") pursuant to a Commercial Lease Agreement, dated June 1, 2012, as amended by a Commercial Lease Extension Agreement, dated May 21, 2015, and as further amended by a First Amendment to Commercial Lease Extension Agreement, dated as of June 1, 2016, with respect to approximately 33,779 rentable square feet at the monthly rate of $12,117.14 through December 31, 2016 (the "Lease"), which Lease has been subleased by Tenant to Mayhew Basque Plastics, LLC.

77 Recycling, LLC is a tenant at will.
February 16, 2017

City of Taunton
Office of the Mayor

To Whom It May Concern:

I, Thomas C. Hoye, Jr., do hereby provide non-opposition to Liberty Compassion Center, Inc. to operate a Registered Marijuana Dispensary ("RMD") in the City of Taunton.

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

Respectfully,

Thomas C. Hoye, Jr.
Mayor

Cc: Liberty Compassion Center, Inc.