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.
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)
SECTION A: APPLICANT INFORMATION

1. Mayflower Medicinals, Inc.
   Legal name of Corporation

2. Name of Corporation’s Chief Executive Officer

3. Address of Corporation (Street, City/Town, Zip Code)

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

5. Applicant point of contact’s telephone number

6. 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 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>230 Harvard Avenue, Boston, MA 02134</td>
<td>Suffolk</td>
</tr>
<tr>
<td>2 Cultivation</td>
<td>89 October Hill Road, Holliston, MA 01746</td>
<td>Middlesex</td>
</tr>
<tr>
<td>3 Processing</td>
<td>89 October Hill Road, Holliston, MA 01746</td>
<td>Middlesex</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.

[Initials]
SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

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

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

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

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

Name and Title of Individual

Signature

Date

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

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

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

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

Signature (add more lines for signatures if needed)

Date

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

Mayflower’s (“MMI”) proposed Dispensing Location (“DL”) is 230 Harvard Avenue, Boston, MA in the Allston Brighton Neighborhood, Harvard Avenue Community Commercial (“CC-I”) Zoning District. Pursuant to Article 51, Section 51-17 and Table B of Boston’s Zoning Code, a RMD is allowed through the granting of a Conditional Use Permit by the Boston Zoning Board of Appeals (“ZBA”) in the CC-I District.

Pursuant to Boston Public Health Commission (“BPHC”) regulations, the DL is not located within a radius 500 ft. of school, daycare center, or any facility in which children commonly congregate. In addition to obtaining a Conditional Use Permit from the ZBA, MMI will comply with all BPHC and DPH regulations.

MMI’s proposed Cultivation and Processing Location is 89 October Hill Road, Holliston, MA in the Industrial (“I-D”) Zoning District. Pursuant to Article 28 Sections III-A and VII of Holliston’s Zoning Bylaws, a RMD is a permitted use in the I-D District through Site Plan approval by the Planning Board. In addition to obtaining Site Plan approval, MMI will comply with all conditions imposed by Holliston and DPH regulations.

MMI will work with local officials to ensure compliance with all applicable codes, ordinances, and bylaws.

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 E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

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

<table>
<thead>
<tr>
<th></th>
<th>FIRST FULL FISCAL YEAR PROJECTIONS 2017</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS 2018</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Revenue</td>
<td>$663,079.22</td>
<td>$3,307,397.79</td>
<td>$4,717,590.71</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$798,931.73</td>
<td>$2,930,843.52</td>
<td>$3,773,705.33</td>
</tr>
<tr>
<td>VARIANCE:</td>
<td>$-135,852.52</td>
<td>$376,554.27</td>
<td>$943,885.38</td>
</tr>
<tr>
<td>Number of unique patients for the year</td>
<td>798</td>
<td>1,610</td>
<td>2,329</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>3,256</td>
<td>17,096</td>
<td>25,668</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>102%</td>
<td>45%</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>0.75</td>
<td>0.75</td>
<td>0.75</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>$340.00</td>
<td>$330.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>10</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>178</td>
<td>868</td>
<td>1,303</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs.)</td>
<td>153</td>
<td>801</td>
<td>1,203</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>25</td>
<td>67</td>
<td>100</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 07/01/2017

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: [Initials]
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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 requirements.

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 Department if the information presented within this application has changed.

Date Signed

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 Siting Profile and a Siting Profile.

Date Signed

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 hereafter.
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

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.
Proposed Terms for 230 Harvard Ave, Allston, MA 02134 (the "Property"):

Basic Terms:

Lessee: Mayflower Medicinals, Inc.
Lessor: Harvard Danesh 230 LLC
Term: 10 Years
Base Rent: $78 per square foot, to be paid in monthly installments on or before the first of each month. In addition, Lessee shall be responsible for all insurance, real estate taxes and operating expenses regarding the Property. Lessee shall be responsible for all repairs to the interior and exterior of the Property during the option period and the lease term. Base Rent shall increase by greater of CPI or three percent (3%) each year (collectively the "Rent")

Option Payment:

In consideration of Lessor agreeing not to lease the Property to any other party and not to enter into any negotiations with another RMD or prospective RMD during the Option Period upon full execution of this Offer, Lessee shall pay Lessor a non-refundable Fifty Thousand Dollar ($50,000.00) option payment.

Option Period:

As additional consideration of Lessor taking the Property off of the market and not leasing the Property to anyone else, throughout the Option Period, and any applicable extension, Lessee shall pay Lessor a monthly option fee in the amount of $78.00 psf plus insurance, real estate taxes and operating expenses, commencing on February 2 pursuant to a mutually agreeable "option to lease" which shall be executed as soon as possible.
The "option to lease" will not change the existing use designation or affect the drive through window license because Lessee will not take occupancy of the building during the option period.
Right of extension: In the event Lessee is unable to secure the issuance of a Provisional Certificate of Registration from the Massachusetts Department of Public Health for a Medical Marijuana Dispensary ("Provisional Certificate"), Lessee shall have the right to extend the Option Period for ninety (90) days at full Rent by giving written notice to Lessor prior to September 30, 2016.
Termination right: During the Option Period and any applicable extension, Lessee shall have the right to terminate the option period by notifying the Lessor, in writing, with one hundred eighty (180) days' notice.
If Lessee has not obtained the Provisional Certificate upon the expiration of the Option Period, as extended, if applicable, this Option shall automatically expire without penalty or further liability of either party and the agreement to enter into a lease shall be deemed null and void.
During the Option Period Lessor shall have complete access to the Property and may show the Property to potential lessees but shall not enter into any lease, option to lease, or occupancy agreements for the Property. Moreover, Lessor agrees that during the option period it will not show the property, nor engage in any negotiations with any person or entity that seeks to operate an RMD at the premises.
Lease Term:

The lease term shall commence upon the earlier of: receipt of the Provisional Certificate, October 1, 2016 (or January 1, 2017 if Lessee has properly extended the Option Period), or mutual agreement of Lessor and Lessee.

The term shall be ten (10) years:
A mutually acceptable lease shall be executed by October 1, 2016 or earlier upon mutual agreement of the parties.

Security Deposit: Seven (7) months of first year's base rent plus estimates of insurance, real estate taxes and operating expenses upon execution of the lease.

Free Rent: None

TI Allowance: None. Lessee will take the building and grounds 'as-is' at the beginning of the lease term.

Utilities: Lessee's responsibility during the option period and lease term. Lessee shall pay to Lessor all utility charges within ten (10) days after receipt of a bill from Lessor.

Brokerage: Landlord and Tenant acknowledge that The Dartmouth Company represents the Landlord and Advantage Real Estate represents the Tenant in the lease transaction. Upon execution of the lease, the Dartmouth Company shall be paid a commission by Landlord per a separate existing agreement. From these funds, The Dartmouth Company will pay Advantage Real Estate their fees. No Commission shall be provided to either broker solely for the Option period.

Binding: As part of Lessee's licensing process the Commonwealth of Massachusetts requires Lessee to confirm real estate that is bound by either a binding LOI or a lease. As a result of the Lessee's desire to maintain the drive through window use during the option period, the parties agree to wait to sign a lease (which changes the use) until Lessee is licensed or both parties agree to proceed with execution.

The parties hereby agree that the terms and provisions of this offer are binding, except as expressly stated herein.

The person executing this offer on behalf of Lessee hereby covenants and warrants that he or she was duly authorized to so execute this offer pursuant to Lessee's governing documents and that this offer is the valid and binding obligation of Lessee.

The person executing this offer on behalf of Lessor hereby covenants and warrants that he or she was duly authorized to so execute this offer pursuant to Lessor's governing documents and that this offer is the valid and binding obligation of Lessor.

LESSOR: Harvard Danesh 230 LLC

By: [Signature]
Name: Harvard Danesh
Title: [Title]
Date: 2/1/2016

LESSEE: Mayflower Medicinals, Inc.

By: [Signature]
Name: [Name]
Title: CEO
Date: 2/1/2016
LEASE
89 October Hill, Holliston, MA

ARTICLE 1
PARTIES

Agreement of lease made this 29th day of February, 2016 between 89 OCTOBER HILL, LLC a Massachusetts Limited Liability Company (u/d/t dated August 20, 2007, and recorded with Middlesex South Registry of Deeds in Book 50078, Page 565) having a principal place of business at 321 Commonwealth Road, Wayland, Massachusetts 01778 (hereinafter called the “Lessor”) and Mayflower Medicinals, Inc. (hereinafter called the “Lessee”).

ARTICLE 2
LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, a portion of the building located at 89 October Hill, Holliston, Middlesex County, Massachusetts, known as Units 11 through 14 containing approximately 24,000 rentable square feet, as more particularly shown on Exhibit A, annexed hereto, excepting therefrom space for pipes, ducts, air shafts, wires, meters, conduits, ducts and appurtenant fixtures and equipment serving other parts of the building of which the leased premises are a part. Said leased area being hereinafter referred to as the “Leased Premises” and all to be contained in the building known as 89 October Hill, Holliston, Massachusetts (hereinafter sometimes referred to as the “Building”) on that certain plot, piece or parcel of land more fully described on Exhibit B to this lease, attached to and made a part of this lease. (The Building and the above described land may be referred to collectively as the “Property”.) To have and to hold the Leased Premises, subject to the agreements, terms and conditions herein contained, for the term of this Lease as defined in Article 4.

ARTICLE 3
COMMON AREAS

Lessee shall also have the use, in common with other tenants of the Building, forty (40) parking spaces in the parking lot adjacent to the Building. Except as provided in Articles 2 and 3, Lessee acknowledges and agrees that it has no right or interest in or to any other portion of the Property.
ARTICLE 4

TERM

The term of this lease (hereinafter the "Term") shall commence on March 1, 2016 (hereinafter sometimes referred to as the "Commencement Date") and shall end April 30, 2026 unless sooner terminated as provided herein.

ARTICLE 5

COVENANT OF QUIET ENJOYMENT, TITLE AND POSSESSION

Subject to the terms and conditions of this lease, Lessor covenants with Lessee, upon payment of the Base Rent and Additional Rent as herein set forth and performing all other covenants and obligations on its part to be performed, shall not be disturbed in the enjoyment of the Leased Premises by the Lessor or by anyone claiming by, through or under him and that at the commencement of the Term of this Lease Lessor will deliver free and undisturbed possession of the Leased Premises to Lessee.

Lessor covenants with Lessee that Lessor has title to the Leased Premises and full right and authority to lease said premises.

ARTICLE 6

BASE RENT

During the Term of the lease, Lessee shall pay to Lessor without any set off or deduction, at Lessor's office, or at such other place as Lessor may designate by notice to Lessee, base rent payable in equal monthly installments commencing on May 1, 2016 and thereafter on the first day of each succeeding calendar month as follows (hereinafter "Base Rent"): 

<table>
<thead>
<tr>
<th>LEASE YEAR</th>
<th>ANNUAL</th>
<th>MONTHLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months 1-2</td>
<td>$00.00</td>
<td>$00.00</td>
</tr>
<tr>
<td>Months 3 - 14</td>
<td>$132,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Months 15 - 26</td>
<td>$136,800.00</td>
<td>$11,400.00</td>
</tr>
<tr>
<td>Months 27 - 38</td>
<td>$141,600.00</td>
<td>$11,800.00</td>
</tr>
<tr>
<td>Months 39 - 50</td>
<td>$146,400.00</td>
<td>$12,200.00</td>
</tr>
<tr>
<td>Months 51 - 62</td>
<td>$151,200.00</td>
<td>$12,600.00</td>
</tr>
<tr>
<td>Months 63 - 74</td>
<td>$156,000.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Months 75 - 86</td>
<td>$160,800.00</td>
<td>$13,400.00</td>
</tr>
<tr>
<td>Months</td>
<td>Base Rent</td>
<td>Additional Rent</td>
</tr>
<tr>
<td>---------</td>
<td>-----------</td>
<td>-----------------</td>
</tr>
<tr>
<td>87 - 98</td>
<td>$165,600.00</td>
<td>$13,800.00</td>
</tr>
<tr>
<td>99 - 110</td>
<td>$170,400.00</td>
<td>$14,200.00</td>
</tr>
<tr>
<td>111 - 122</td>
<td>$175,200.00</td>
<td>$14,600.00</td>
</tr>
</tbody>
</table>

The term “Lease Year” as used herein shall mean a period of twelve (12) consecutive months beginning on the commencement of the Term as provided in Article 4, as to the first Lease Year, and anniversary thereof as to subsequent Lease Years. In the event the Commencement Date and/or Expiration Date of the Lease do not coincide with the first and last day of a calendar month respectively, Lessee’s obligation to pay Base Rent for the first and final months of the Lease shall be adjusted proportionately.

Lessee does not pay base rent for the initial two (2) months, and is only responsible for their proportionate share of Additional Rent and utilities.

**ARTICLE 7**

**ADDITIONAL RENT**

This Lease is a triple net lease, meaning and intending that in addition to payment of Base Rent, Lessee shall pay directly or reimburse Lessor for Lessee’s proportionate share of all taxes, insurance costs, operating costs, charges and expenses actually incurred by Lessor in connection with the Leased Premises and the Building and Property, all as more particularly set forth hereinbelow (hereinafter “Additional Rent”). Lessee’s proportionate share shall be 28.6% (24,000 sq. ft. + 84,000 sq. ft.). Base Rent and Additional Rent may sometimes hereinafter be collectively referred to as “Rent”.

Lessor’s common area expenses shall include all real estate taxes, insurance costs and premiums, common area electricity, management fees, office expenses, snow removal, landscaping, water and sewer charges, the maintenance of the HVAC, building sprinkler tests, operating costs, charges and expenses directly related to the building and property, association fees, and all maintenance and repairs (collectively “Operating Expenses”).

Lessor shall determine Estimated Operating Expenses as defined hereinbelow for each calendar year during the Term of the Lease, as same may be extended. As used herein, Estimated Operating Expenses means, with respect to each such calendar year, Lessor’s reasonable determination of the anticipated Operating Expenses, which determination shall be based on the prior year’s actual Operating Expenses and reasonable projections of changes to same adjusted to reflect full occupancy for twelve (12) months. Commencing on the date that the first installment of Base Rent is due pursuant to Article 6, and on each day that subsequent installments of Base Rent are due thereafter, one-twelfth (1/12) of Lessee’s proportionate share of Estimated Operating Expenses shall be paid by Lessee to Lessor. After presentation to Lessee following each calendar year during the Term of a statement in reasonable detail summarizing the Operating Expenses for such calendar year, an adjustment shall be made to account for actual Operating Expenses for such calendar year. If the total amount of Estimated Operating Expenses actually received by the Lessor from the Lessee for any calendar year shall be less than the Operating Expenses for such calendar year, then the amount of such difference shall be payable by the Lessee within twenty (20) days of receipt of the annual statement summarizing Operating Expenses. If the total amount of the
Estimated Operating Expenses actually received by Lessor from Lessee for any calendar year shall be greater than the Operating Expenses for such calendar year, then the Lessor shall, at its option, within twenty (20) days of delivery of the annual statement summarizing Operating Expenses either pay to the Lessee the amount of such excess or credit an equal amount against the Lessee’s Rent obligations hereunder. In the event the Commencement Date and/or Expiration Date of the Lease do not coincide with the first and last day of a calendar year respectively, Lessee’s obligation to pay Additional Rent for the first and final lease years shall be adjusted proportionately.

Initially Lessee shall pay Lessor Additional Rent of $5,200.00 per month ($2.60/SF) as Estimated Operating Expenses (which includes estimated real estate taxes).

ARTICLE 8

SECURITY DEPOSIT

Lessor acknowledges that it has received from Lessee the sum of fifty thousand dollars ($50,000.00) as a security deposit. (hereinafter the “Security Deposit”) to secure performance of Lessee’s obligations hereunder. On December 1, 2016, the $50,000 shall be returned to Lessee and replaced with a security deposit of $50,000 in the form of a letter of credit issued by a commercial bank reasonably satisfactory to Lessor upon which presentment may be made in Boston, Massachusetts.

Lessor agrees (a) to pay over said Security Deposit to any purchaser of the Building of which the Leased Premises are a part, notify Lessee of that pay over, and to provide Lessee with written acknowledgment by such purchaser subject to the terms of this lease, provided (i) no default of Lessee then exists and (ii) said Security Deposit has not been used to correct any default of Lessee, in which event only the balance remaining after Lessor has made itself whole shall be paid over to such purchaser; and (b) to pay to Lessee at the expiration or termination of this lease said Security Deposit provided (i) no default of Lessee then exists, (ii) said Security Deposit has not been paid over to a purchaser of the Building of which the Leased Premises are a part, and (iii) said Security Deposit has not been used to correct any default of Lessee in which event only the balance remaining, if any, after Lessor has made itself whole shall be reimbursable to Lessee. Lessee agrees ((a)) said Security Deposit may be used by Lessor, in addition to any other remedy available under the terms of this agreement or by law available to Lessor, to remedy any default of Lessee, provided, however, Lessor shall be under no obligation to correct any such default, and may at Lessor’s sole and exclusive election avail itself of any other remedy available under the terms of this Agreement or otherwise available at law or in equity, ((b)) in the event said Security Deposit is paid over to any purchaser of the Building of which the Leased Premises are a part, the Lessor who has paid over said Security Deposit shall be released and discharged from all liability of said deposit and ((c)) in the event said Security Deposit or any part thereof is used by Lessor to remedy any default of Lessee, Lessor shall be released and discharged from all liability for said Security Deposit or such portion thereof as Lessor may have used to correct Lessee’s default. Lessor shall have no obligation to place this Security Deposit in an interest bearing account.
ARTICLE 9
ELECTRICITY, HEAT, WATER, SEWER, CLEANING AND TRASH REMOVAL

Until such time as the Leased Premises may be separately metered, Lessee shall pay all charges by the Town of Holliston for reasonable water and sewer usage in its use of the Leased Premises as permitted in Article 10 as Additional Rent in accordance with provisions of Article 7. In the event water and sewer is separately metered to the Leased Premises, then Lessee shall pay all such charges prior to when due.

Lessee shall promptly pay all charges for electricity, gas and other utilities used and consumed in the Leased Premises, provided that such electricity, gas and other utilities are separately metered from electricity, gas and other utilities furnished to other parts of the Building. Lessee shall have the sole responsibility and expense of cleaning the Leased Premises. Lessee shall place all its trash in sealed plastic garbage bags and deposit same in the dumpster supplied by the Lessee. Lessee shall arrange for said dumpster to be emptied at Lessee’s sole cost and expense on a regular basis as needed.

ARTICLE 10
USE

Lessee may use and occupy the Leased Premises so long as such use complies with all applicable State and Local laws, including but not limited to the state marijuana licensing and program rules and local zoning ordinances, for the purpose of operating an RMD cultivation/processing facility or for any other reasonably similar or subsequent approved use under local and state law and for no other purpose except as herein set forth. Lessee shall be solely responsible for securing, at its own cost and expense, all necessary permits and approvals for Lessee’s intended use prior to commencing occupancy of the Leased Premises. Lessee shall not (a) carry on or permit upon said premises any offensive, noisy or dangerous activity or business, or any nuisance or anything against public policy under state law, or (b) use or allow the Leased Premises to be used for any illegal purpose under state law, or in violation of any present or future state or municipal law or ordinance.

ARTICLE 11
DELIVERIES

Lessee agrees that all deliveries to Lessee shall be made at such time and in such manner as not to unduly interfere with the use of the Building by the Lessor or other tenants of the Building.
and Lessee further agrees the Lessor, its managing agent or its supervisor, may, if they so elect, from time to time, after written notice thereof to Lessee, establish such other reasonable rules and regulations regarding the receipt of deliveries as they may deem appropriate and Lessee agrees to abide thereby.

**ARTICLE 12**

**REPAIRS**

Lessee agrees to act with care in its use and occupancy of the Leased Premises and the fixtures therein and shall at its sole cost and expense, make all such repairs thereto, including those necessitated by the negligence of Lessee, or any sublessee, their agents, employees or invitees or by the use of the Leased Premises in a manner contrary to the purposes for which same arc leased to Lessee, as and when needed to preserve them in their condition at the Commencement Date, except for reasonable wear and use, or damage by fire or other casualty (unless the negligence of Lessee or its agents, employees, contractors or invitees is a supervening cause). All damage or injury to the Leased Premises and to its fixtures, appurtenances and equipment or the Building of which the Leased Premises are a part, or to its fixtures, appurtenances and equipment caused by Lessee, its agents, employees, contractors or invitees or by Lessee moving property in or out of the Building or by installation or removal of furniture, fixtures or other property, shall be repaired, restored or replaced promptly by Lessee at its sole cost and expense, to the reasonable satisfaction of Lessor. All such aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installations. If Lessee fails to make such repairs, restorations or replacements, same may be made by Lessor at the reasonable expense of Lessee and such expense shall be collectable as Additional Rent. Lessee expressly will not cause any damage to the hallways or common areas of the Building or the Property.

Except as specifically herein otherwise provided, Lessee agrees that from and after the date that possession of the Leased Premises is delivered to Lessee, and until the expiration of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the Leased Premises and every part thereof, including without limitation the interior portions of all doors, windows, and plate glass, fixtures and interior walls, floors, ceilings, signs (where permitted) and all wiring, electrical systems, interior building appliances and similar equipment. Lessee shall, at Lessee’s expense, repair and maintain (subject to the provisions of this lease) the Leased Premises and any part and portion thereof from time to time to assure that the same are kept in first-class tenantable and attractive condition throughout the term of this lease. Lessee further agrees that the Leased Premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Massachusetts and local ordinances, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and other proper officers of the governmental agencies having jurisdiction thereover. Lessee shall not permit or commit any waste to the Leased Premises, Building or Property.

Lessor is not responsible for any repairs, maintenance or cleaning of the kitchen area, if any, within the Leased Premises. Lessee has the sole responsibility for maintaining and keeping in good repair the kitchen area and/or any appliances.
Notwithstanding the foregoing, Lessor shall have the right, upon written notice to Lessee, to assume so much of the maintenance of the Leased Premises as Lessor, in its sole discretion deems necessary. To the extent that the Lessor elects, it shall charge Lessee the cost of such repair or maintenance. All such charges shall be due and payable as Additional Rent hereunder within thirty (30) days of billing. In the event that Lessor elects to assume so much of the maintenance of the Leased Premises, Lessor agrees to hire vendors for such maintenance using a bidding process to ensure cost of maintenance is reasonably priced based on market rates.

Lessee shall make no alterations or additions to the Leased Premises without the Lessor’s prior written consent, which consent will not be unreasonable withheld or delayed. All repairs shall be made subject to the provisions of Article 20. Lessor shall be responsible for maintenance and repair of the roof, foundation, and structure of the Building and Property except that for maintenance and/or repair caused by negligence or neglect of Lessee, its agents, employees, contractors or invitees.

ARTICLE 13

CONDEMNATION

If the Building or a substantial part thereof shall be taken for any public use or condemned by any public authority then this lease shall terminate at the election of the Lessor, provided written notice to terminate is mailed within 45 days of the date of taking or condemnation, but not otherwise; if the Leased Premises, or more than 25% thereof shall be so taken or condemned, then this lease shall terminate at the election of either Lessor or Lessee, provided written notice to terminate is mailed within 45 days of the date of taking or condemnation, but not otherwise; and if both shall not so elect and if there is any consequent physical damage to the Leased Premises, or to the Building, which results in a substantial interruption of the Lessee’s occupancy of the Leased Premises, the Rent shall be reduced by that amount that the rental value of the Leased Premises is reduced by such damage and the Lessor shall put what may remain of the Leased Premises in proper condition for use and occupation but shall not restore Lessee’s fixtures. The Lessee hereby assigns to the Lessor all claims for damages on any such taking or condemnation except claims for insurance carried by the Lessee and claims for damages to fixtures/reserve personal property owned by Lessee, which are specifically reserved by Lessee.

ARTICLE 14

DESTRUCTION

Rights to Terminate. In the event that the Leased Premises, or any material part thereof (i.e., more than 20% thereof or damages requiring more than nine (9) months from date of loss to repair), shall be destroyed or damaged by fire or unavoidable casualty, then this Lease may be terminated at the election of Lessor. Such election shall be made by the giving of written notice by Lessor to Lessee within thirty (30) days after the right of election accrues. If by such fire or other casualty more than 20% of the floor area shall be rendered untenable, or if the Leased Premises are so damaged as to create a material risk that Lessee’s property will be subject to loss, and if
Lessor does not within five (5) days after notice from Lessee commence and diligently pursue repairs sufficient to protect Lessee’s property, or if the damage to the Leased Premises are material and substantial and will take more than nine (9) months from date of casualty or loss to repair then Lessee may at its option terminate this Lease by notice in writing to Lessor within thirty (30) days after the date of such damage or destruction. If Lessee exercises such option, this Lease shall terminate in the case of such damage or destruction on that date designated in its notice of termination, which shall not be less than fifteen (15) nor more than (30) days after the date of such notice.

Abatement of Rent. If this Lease is not terminated pursuant to the provisions of this Article 14, this Lease shall continue in force and a just proportion of the rent reserved, according to the nature and extent of the damages sustained by the Leased Premises, shall be suspended or abated until the Leased Premises, or what may remain thereof, shall be put by Lessor in proper condition for use, which Lessor covenants to do with reasonable diligence to the extent permitted by the net proceeds of insurance recovered or damages awarded for such destruction or damage and subject to zoning and building laws then in existence, plus the amount of any deductible under Lessor’s insurance, which Lessor shall contribute. “Net proceeds of insurance recovered or damages awarded” refers to the expenses of Lessor in connection with the collection of same, including without limitation, fees and expenses for legal and appraisal services. Lessor’s repair obligation shall be limited to the net proceeds of insurance only if (a) Lessor has maintained its insurance coverages as provided herein, and (b) Lessor uses commercially reasonable efforts to obtain insurance proceeds. If such “net proceeds of insurance recovered or damages awarded” are inadequate to restore the Leased Premises to substantially the condition they were in prior to the damage, then Lessee shall have the option of funding, at its own expense, the shortfall whereupon the Leased Premises shall be substantially restored to such pre-existing condition.

4.3 Rights to Damages. Irrespective of the form in which recovery may be had by law, all rights to damages shall belong to Lessor in all cases, except for damage to Lessee’s fixtures, property or equipment, and for damages, if any, awarded for relocation expenses and business interruption, provided that the same shall not reduce the damages or compensation which Lessor would otherwise recover. Lessee hereby grants to Lessor all of Lessee’s rights to such damages and covenants to deliver such further assignments thereof as Lessor may from time to time request.

ARTICLE 15

ASSIGNMENT AND SUBLETTING.

Lessee agrees not to assign or sublet this Lease without first obtaining written consent from Lessor (which consent shall not be unreasonably withheld or delayed) and to reimburse Lessor promptly for reasonable legal expenses incurred by Lessor in connection with any request by Lessee for such consent (including, but not limited to, reasonable legal expenses incurred in connection with review and negotiation of any such proposed assignment or sublease). Lessee shall not offer or solicit offers to sublease or assign the Leased Premises or any portion thereof on rental terms that are below the then market rental terms without first obtaining Lessor’s written consent which shall not be unreasonably withheld or delayed. If Lessee requests Lessor’s consent
to an assignment or subletting, then Lessee shall provide Lessor with a written description of all
terms and conditions of the proposal, copies of the proposed documentation, and the following
information about the proposed assignee/sublessee: name and address; reasonably satisfactory
information about its business and business history; its proposed use of the Leased Premises;
banking, financial and other credit information; and general references sufficient to enable Lessor to
determine the proposed assignee's/sublessee's creditworthiness and character. Notwithstanding
anything contained herein, one-half of any rent received by Lessee in excess of that provided herein
resulting from an assignment of lease or sublet of space will be paid as additional rent to Lessor. In
the event Lessee notifies Lessor in writing of its intention to assign or sublet this Lease, Lessor shall
have the right within thirty (30) days of receipt of such written notice from Lessee to terminate this
Lease with respect to the portion of the Leased Premises intended to be so sublet, and recapture said
portion of the Leased Premises with rights of access thereto. Lessee may, without Lessor's
consent, assign this Lease to a corporation owning a controlling interest in the voting capital stock
of Lessee, to a corporation into which Lessee is merged provided (a) Lessee gives Lessor prior
written notice thereof and (b) such corporation thereupon assumes in writing all of Lessee's
obligations hereunder, or sublet to a subsidiary corporation of which Lessee owns a majority of the
voting stock. Unless Lessor otherwise agrees in writing, no assignment or subletting shall in any
way impair the continuing primary liability of Lessee hereunder, and no consent to any assigning or
subletting in a particular instance shall be deemed to be a waiver of the obligation to obtain the
Lessor’s approval in the case of any other assignment or subletting.

ARTICLE 16

WAIVER OF SUBROGATION

The Lessor discharges and releases the Lessee to the extent of the Lessor’s insurance
coverage, but only with respect to loss and damage occurring during such time as the Lessor’s
policies of insurance shall contain an operative clause or endorsement providing that such discharge
or release shall not affect the policy or the right of the Lessor to recover thereunder even if such fire
or other casualty may have been brought about by the fault or neglect of Lessee, its agents or
employees, for or on account of any and all claims and liabilities arising out of any loss or damage
during the term hereof, or any extension or renewal thereof, to any property of the Lessor caused
by (1) fire and such risks as are customarily comprehended by the term “extended coverage” in
endorsements to fire insurance, and (2) such other risks as are covered by insurance which the
Lessor will procure pursuant to Article 25.

The Lessee discharges and releases the Lessor, to the extent of the Lessee’s insurance
coverage, but only with respect to the loss and damage occurring during such time as the Lessee’s
policies of insurance shall contain an operative clause or endorsement providing that such discharge
or release shall not affect the policy or the right of the Lessee to recover thereunder, even if such
fire of other casualty may have been brought about by the fault or neglect of the Lessor, its agents
or employees, for or on account of any and all claims and liabilities arising out of any loss of
damage during the term hereof, and any extension or renewal thereof, to any property of the Lessee
caused by (1) fire and such risks as are customarily comprehended by the term “extended coverage”
in endorsements to fire insurance policies, and (2) other risks as are covered by insurance which the
Lessee may desire or be obligated to procure.
In consideration of the foregoing, each of the parties hereto agrees with the other party that such insurance policies as it may have in effect during the Term of the lease or any extension or renewal thereof shall include a clause or endorsement which provides in substance that the insurance company waives any right of subrogation which it might otherwise have against the Lessor or the Lessee, as the case may be.

Upon demand, in writing, by either party hereto, the other party agrees to furnish to it a statement of the amount and type of such insurance coverage and the names of the insurance companies and to request its insurance companies to give notice to such other party of any cancellation or discontinuance of any part of such coverage.

ARTICLE 17

LESSOR'S RIGHT OF ENTRY

The Lessor, its agents, servants and employees shall have the right to enter the Leased Premises from time to time, reasonably and so as not to unduly interrupt the Lessee's business, during the Term of the Lease and such further period as the Lessee may occupy the premises (a) upon twenty-four (24) hours notice to Lessee, and, (b) upon forty-eight hours written notice to Lessee, to use the Leased Premises or any part thereof for the purpose of making repairs, alterations, replacements, additions, or changes and providing protection in, to, for or about the Leased Premises or any part of the Building, which the Lessor may deem necessary or desirable, or which may be required by law, to exhibit the Leased Premises for the purposes of sale, mortgage, or reletting, to cure or prevent any default or breach of duty by the Lessee, and whenever the Lessor deems it necessary or desirable to do so for the immediate safety and welfare of the Building or tenants therein. In the case of emergency, Lessor will only enter premises after notifying Lessee of the emergency so Lessee can escort Lessor into the premises as is required by State law, to inspect the same and the machinery, pipes, wires, fixtures, and appurtenances therein or in the walls, floors, ceilings thereof, to inspect condition thereof, to determine whether Lessee is in compliance with the provisions of this lease. In no event, regardless of emergency, will Lessor enter the premises without notifying Lessee and being escorted by Lessee or Lessee's authorized agent or employee.

ARTICLE 18

SUBORDINATION OF LEASE TO MORTGAGE

The Lessee agrees that this lease shall at the election of any mortgagee be subject and subordinated to any mortgage now on said premises or any mortgage that the Lessor and any other owner of said premises may hereafter at any time elect to place on the said premises, and to all advances already made or that may be hereafter made on account of any said mortgage to the full extent of the principal sums secured thereby and interest thereon, and the Lessee agrees on request to hereafter execute any paper or papers that counsel for the Lessor may reasonably deem necessary to accomplish that end; provided, however, Lessee shall not be required to subordinate to any
mortgage unless the Lessor shall deliver to Lessee an agreement in writing by the mortgagee providing that in the event of foreclosure the rights of Lessor, Lessee shall not be disturbed by said mortgagee, so long as Lessee will recognize the mortgagee as its Lessor for the remainder of the unexpired term of this lease and so long as Lessee shall timely perform all covenants and obligations on its part to be performed under this lease including the timely payment of all Base Rent and Additional Rent as herein provided for.

ARTICLE 19

SIGNS

Lessor has not granted to Lessee any right in or to the outside of the outside walls of the Building of which the Leased Premises are a part, control of which is hereby reserved by Lessor. Lessee shall not display or erect any lettering, signs, advertisements, awnings, or other projections on the exterior of the Leased Premises or in the interior of the Leased Premises if visible from public way or another part of the Building of which the Leased Premises are a part without first obtaining the written consent of Lessor, which will not be unreasonably withheld, and then only as specifically consented to.

In the event of a violation by Lessee of the provisions of this Article 19, Lessor may (but shall have no obligation to) remedy such violation without incurring liability to Lessee, and expense incurred by Lessor in connection therewith shall be payable by Lessee as Additional Rent.

Lessee shall have the right to install, at Lessee’s sole cost and expense, one Building Standard sign subject to Lessee’s compliance with all applicable laws, codes, regulations and ordinances governing same, and subject to Lessor’s prior written approval, which shall not be unreasonably withheld. Prior to any termination or expiration of this Lease, Lessee shall be responsible for the removal of Lessee’s sign (unless Lessor otherwise agrees in writing) and the repair of any damage caused by such removal. Lessee shall be permitted to install, at its own expense, standard graphics at the entrance to the premises.

ARTICLE 20

APPROVED ALTERATIONS AND REPAIRS

MECHANIC’S LIENS

Lessee shall make no alterations, installations, additions or improvements in or to the Leased Premises without Lessor’s prior written consent which shall not be unreasonably withheld or delayed.

If under the terms of the lease, Lessee receives permission or is required to make repairs, alterations, installations, additions or improvements to the Leased Premises, any such repairs, alterations, installations or improvements shall be made only by contractors or mechanics approved by Lessor and in accordance with plans and specifications approved by Lessor and shall be made at Lessee’s sole expense and in compliance with all applicable codes and permits. Such approval shall not be unreasonably withheld or delayed by the Lessor. All such repairs, alterations, installations,
improvements and additions shall become the property of the Lessor, provided however, all articles of personal property, and all business machinery and equipment and furniture owned or placed by Lessee at its expense in the Leased Premises shall remain the property of the Lessee and may be removed by Lessee at any time, provided that Lessee, at its expense, shall repair to the reasonable satisfaction of Lessor any damage to the Building caused by such removal. Lessor may elect to require Lessee to remove all or any part of the aforesaid personal property at the expiration of this lease, in which event such removal shall be done at Lessee's expense.

Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee and that no mechanic's or other lien for such labor or materials shall attach to or affect the reversion or other estate or interest of Lessor in and to the Leased Premises. Whenever and as often as any mechanic’s lien shall have been filed against the Leased Premises based upon any act or interest of Lessee or of anyone claiming through Lessee, or if any conditional bill of sale, chattel mortgage, security agreement or financing statement with respect thereto shall have been filed for or affecting any materials, machinery or fixtures used in the construction, renovations, repair or operation thereof or annexed thereto by Lessee or its successors in interest, Lessee shall forthwith take such action by bonding, deposit or payment as will remove or satisfy the lien, conditional bill of sale, chattel mortgage or other security interest and in default thereof after the expiration of thirty (30) days notice to Lessee, Lessor may pay the amount secured by such mechanic’s lien, conditional bill of sale, chattel mortgage, security agreement or financing statement or discharge the same by deposit and the amount so paid or deposited shall be collectable as Additional Rent.

ARTICLE 21
SALE

Lessor shall have the right to sell or transfer the Building in which the Leased Premises are located. The term “Lessor” as used in this lease means only the owner for the time being of the Leased Premises so that in the event of any sale, sales or transfers of the Building of which the Leased Premises are a part, the said Lessor shall be and hereby is released from all covenants and obligations of Lessor hereunder arising after the date of such sale, sales or transfers. Lessor specifically reserves the right to assign this lease or to assign the proceeds of this lease, or both.

ARTICLE 22
FAILURE TO DELIVER POSSESSION

If for any reason, despite best efforts on the part of the Lessor, Lessor is not able to deliver the Leased Premises to the Lessee at the time called for herein, the Rent shall be abated on a per diem basis until such time as delivery can be made, and the Lessor’s inability to deliver the Leased Premises to Lessee within ninety (90) days after the Commencement Date shall be cause for termination or cancellation of this lease to the Lessee. Such abatement of Rent or such termination or cancellation shall be the Lessee’s sole and exclusive remedy at law or in equity for the Lessor’s inability to deliver the Leased Premises.
ARTICLE 23

LESSOR DEFAULT - 30 DAYS TO CURE

The Lessee agrees that the Lessor shall have a period of not more than thirty (30) days from the date of receipt of written notice from the Lessee of any default by the Lessor in the terms of this lease to cure any such default, provided that the Lessor uses reasonable diligence to commence and complete such cure.

ARTICLE 24

DEFAULT BY LESSEE

If at any time subsequent to the date of this lease any one or more of the following events (herein referred to as a "Default of Lessee") shall happen:

(i) Lessee shall fail to make the due and punctual payment of the Base Rent payable hereunder and such failure shall continue for ten (10) business days after written notice thereof;

(ii) Lessee shall fail to make the due and punctual payment of any Additional Rent payable hereunder and such failure shall continue for ten (10) business days after written notice thereof;

(iii) Lessee shall neglect or fail to perform or observe any other covenant herein contained on Lessee’s part to be performed or observed and Lessee shall fail to remedy the same within thirty (30) calendar days after written notice to Lessee specifying such neglect or failure, or if such default of Lessee is of such a nature that Lessee cannot reasonably remedy the same within a (30) day period, Lessee shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity and shall complete such remedy in no event later than (60) calendar days after said written notice to Lessee; or

(iv) Lessee shall make an assignment for the benefit of creditors; or

(v) Lessee’s leasehold interest in the Leased Premises shall be taken on execution or by other process of law; or

(vi) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state of other statute, law or regulation for the relief of debtors, or shall seek
the consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or shall admit in writing its inability to pay its debts generally as they become due; or

(vii) a petition shall be filed against Lessee in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state or other statute, law or regulation and shall remain undischarged or unstayed for an aggregate of sixty (60) days (whether or not consecutive), or if any debtor in possession (whether or not Lessee) trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Leased Premises shall be appointed without the consent or acquiescence of Lessee and such appointment shall remain unvacated or unstayed for any aggregate on sixty (60) days (whether or not consecutive); or

(viii) Lessor has given Lessee written notice of default and Lessee is in fact in default in the full and timely payment of any sums payable hereunder on two or more occasions within the immediately preceding 12 month period (whether or not such default was cured following the giving of such notice);

then in any such case (1) if such Default of Lessee shall occur prior to the Commencement Date, this lease shall, without further act on the part of Lessor, terminate, and (2) if such Default of Lessee shall occur after the Commencement Date, Lessor may terminate this lease by notice to Lessee and this lease shall come to an end on the date such notice is sent as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this lease, and Lessee will then quit and surrender the Leased Premises to Lessor, but Lessee shall remain liable as hereinafter provided. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default of Lessee shall be paid by Lessee.

If this lease shall have been terminated as provided in this Article 24 or if any execution or attachment shall be issued against Lessee or any of Lessee's property whereupon the Leased Premises shall be taken or occupied by someone other than Lessee, then Lessor may, without notice, re-enter the Leased Premises, either by force, by summary proceedings, ejectment or otherwise, and remove and dispossess Lessee and all other persons and any and all property from the same, as if this lease had not been made.

In the event of such termination, Lessee shall pay the Base Rent, Additional Rent and other sums payable hereunder up to the time of such termination, and thereafter, Lessee until the end of what would have been the Term of the lease in the absence of such termination, and whether or not the Leased Premises shall have been re-let shall be liable to Lessor for, and shall pay to Lessor, as liquidated current damages:

(i) the Base Rent, Additional Rent and other sums which would be payable hereunder if such termination had not occurred,
Lessee shall pay such current damages to Lessor monthly on the days on which the Rent would have payable hereunder if this lease has not been terminated, and the Lessor shall be entitled to receive the same from Lessee, on such day.

In the case of any default by Lessee, re-entry, expiration and dispossession by summary proceeding or otherwise, Lessor may (i) re-let the Leased Premises or any part or parts thereof, either in the name of the Lessor or otherwise, for a term or terms which may at Lessor's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term of the lease (ii) may make such reasonable alterations, repairs and decorations in the Leased Premises as Lessor in its sole judgment considers advisable and necessary for the purpose of reletting the Leased Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Lessee from liability hereunder as aforesaid. Lessor, despite making good faith efforts to re-let the Leased Premises, shall in no event be liable in any way whatsoever for failure to re-let the Leased Premises, provided, however, nothing in this article shall be construed to relieve Lessor of its obligation to mitigate damages as required by Massachusetts law.

ARTICLE 25
INSURANCE

Lessee agrees that it will procure and maintain during the Term of this lease, at its own expense, in a company or companies satisfactory to the Lessor comprehensive general liability insurance indemnifying the Lessor and the Lessee against all claims, loss or liability due to bodily injury, including loss of life and property damage in, on or about the Leased Premises, and the approaches, exit ways, sidewalks and common areas appurtenant thereto, in amounts not less than $2,000,000.00 for injury or death to any one person and in the aggregate amount of not less than $2,000,000.00 in any one accident, not less than $2,000,000.00 for property damage; plus excess liability and/or umbrella liability in amounts not less than $3,000,000.00 per occurrence and $3,000,000.00 general aggregate.

Lessee shall also keep in force throughout the Term:

(a) If applicable and commercially available, Business Auto Liability covering owned, non-owned and hired vehicles with limit of not less than $1,000,000.00 per accident;

(b) Upon Lessee hiring an employee that works at the Premises, insurance protecting against liability under Worker's Compensation Laws;
(c) All Risk or Special Form coverage protecting tenant against loss of or damage to tenant's alterations, additions, improvements, carpeting, floor coverings, paneling, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured.

The Lessee shall deposit said policy or policies of insurance and renewals or duplicates or certificates thereof with the Lessor, or may effect such insurance under a blanket policy covering the Leased Premises and other locations and deliver a certificate thereof to Lessor. Said policy or policies, or certificates shall contain a provision that said insurance shall not be canceled or terminated without 30 days prior written notice to the Lessor. Lessee shall furnish Lessor with such evidence of payment of the premiums for said insurance as Lessor may reasonably require.

In addition, Lessee shall not do or permit to be done any act or thing upon the Leased Premises which will invalidate or be in conflict with the Massachusetts standard form of fire, boiler, sprinkler, water damage or other insurance policies covering the Building and will not bring or keep anything on the Leased Premises which shall increase the rate of any such insurance policy. Lessee shall comply, in the conduct of its business and in the installation of any repairs, alterations, installations, improvements or additions to the Leased Premises, with all rules, orders, regulations or requirements of the Boston Board of Fire Underwriters or any other body having a similar function and exercising jurisdiction over the Leased Premises. If, by reason of any failure of Lessee to comply with any provision of this lease or if by reason of Lessee carrying on any business or activity permitted under the terms of this lease or otherwise permitted by Lessor, the rate for fire, boiler, sprinkler, water damage or other insurance (with or without extended coverage) on the Building shall be higher than it otherwise would be, Lessee shall pay Lessor as Additional Rent an amount equal to that part of the premiums for such insurance thereafter paid by Lessor which shall have been charged because of such failure by Lessee. In the event that such dispute should arise between Lessor and Lessee, a schedule or "make-up" of rates for the Building or the Leased Premises issued by the New England Fire Insurance Rating Association or any similar body having a similar function shall be conclusive evidence of the facts therein stated and of the several items and charges in the rate for any such insurance then applicable to the Building or the Leased Premises.

Lessee shall not bring or permit to be brought or kept in or on the Leased Premises any flammable, combustible or explosive fluid, chemical substance or material except standard cleaning fluid, and standard equipment and materials customarily used in conjunction with the uses permitted in Article 10 above.

ARTICLE 26

OTHER REMEDIES

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein, now or hereafter existing at law or in equity, or by statute. If Lessee shall default in the performance of any material covenant required to be
performed by it under this lease, Lessor may perform the same for the account and at the expense of Lessee after first giving written notice to Lessee of such default and a reasonable time to cure the same. If Lessor at any time is compelled to pay money or to do any act which will require the payment of money by reason of the failure of Lessee to comply with any material provision hereof after reasonable written notice, or if Lessor is compelled to incur any expense of instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee hereunder, only the reasonable sum or sums so paid by Lessor shall be due from Lessee to Lessor as Additional Rent on the next date following the incurring of such expense upon which a regular monthly rental payment is made.

ARTICLE 27

NO WAIVER

No agreement to make or accept any surrender, change, modification, waiver, termination, discharge, release or cancellation of this lease or to relieve Lessee of any obligation or liability under this lease shall be valid unless in writing signed by Lessor and, to the extent that it shall materially and adversely affect the rights of any mortgagee, also be consented to by such mortgagee. The delivery of keys to any employee of Lessor or Lessor’s agent shall not operate as a termination of this lease or a surrender of the Leased Premises.

The failure of Lessor or of Lessee to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all force and effect of any original violation. The receipt by Lessor of Rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. No provisions of this lease shall be deemed to have been waived by Lessor or by Lessee unless such waiver be in writing signed by the party to be charged.

No payment by Lessee or receipt by Lessor of a lesser amount than a monthly installment of Base Rent (or Additional Rent) shall be deemed to be other than on account of the earliest such installment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Base Rent (or Additional Rent) be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor’s right to recover the balance of such installment or pursue any other remedy in this lease provided.

ARTICLE 28

SURRENDER

Upon the expiration of the Term or other termination of this lease, Lessee shall remove all of its property and shall quit and surrender to Lessor the Leased Premises, in a reasonably clean condition and in their condition at the Commencement Date, except for reasonable wear and use, or damage by fire or other casualty (unless negligence of Lessee, its agents, employees, contractors or invitees is a supervening cause). Lessee’s obligation to observe or perform this covenant shall
survive the expiration of the Term or other termination of lease, provided Lessor notifies Lessee within one hundred twenty (120) days after such expiration or termination of Lessee’s failure to comply with the provisions of this Article 28, specifying therein the respects in which Lessee has failed to comply.

Lessee will have no obligation to restore any demolished office space, and will remove all its fixtures, improvements, and equipment so that the premises are delivered in clean warehouse condition.

ARTICLE 29
CAPTIONS AND AMENDMENTS

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof. No amendment to this lease shall be effective unless in writing and signed by the Lessor and the Lessee.

ARTICLE 30
METHOD OF GIVING NOTICE

Except as otherwise herein provided, any bill, statement, request, notice or communication which may be desired or required to be given, made or rendered by Lessee or Lessor shall be in writing and deemed sufficiently given, made or rendered if sent by registered or certified mail, return receipt requested or sent by nationally recognized overnight courier service or by any method of service authorized by law. Any such bill, statement, request, notice or communication by Lessor to Lessee shall be addressed to the Lessee at 109 State Street, Suite 404, Boston MA 02109, ATTN: John Henderson, Mayflower Medicinals.

Any such bill, statement, request, notice or communication by Lessee to Lessor shall be addressed to GARRY R. HOLMES, 89 OCTOBER HILL LLC, c/o R.W. Holmes Management Co., Inc., 321 Commonwealth Road, Suite 202, Wayland, Massachusetts 01778. Either Lessor or Lessee may at any time change its address for the aforesaid purposes by notice thereof given to the other party in the same manner.

ARTICLE 31
SEVERABILITY

If any provision of this lease or portion of such provision or the application thereof to any person, entity or circumstance is held invalid the remainder of this lease (or the remainder of such provision) and the application thereof to other persons, entities or circumstances shall not be affected thereby.
ARTICLE 32

MASSACHUSETTS LAW

This lease shall be deemed to have been executed in the Commonwealth of Massachusetts and shall be construed in accordance with the law of said Commonwealth.

ARTICLE 33

CONSENT OR APPROVAL

Both Lessor and Lessee agree that whatever the consent or approval by either party is required hereunder, that approval or consent, as the case may be, shall not be unreasonably withheld or delayed.

ARTICLE 34

OPTION TO EXTEND

If not otherwise in material default at both the time of notice and the time of extension of the initial Term, Lessee may extend this Lease for two additional five (5) year terms at the then fair market rent as defined in Exhibit D). Lessee must notify Lessor in writing no later than ten (10) months before the expiration of the initial Term of this Lease of its intention to exercise this option.

ARTICLE 35

OTHER PROVISIONS

Lessee accepts the Leased Premises and the Building in an "as is" condition. Lessor shall deliver the building mechanicals in good working order, warranted for one (1) year from the commencement date. The Lessor will provide an improvement allowance to Lessee in the amount of $5.00 per square foot ($120,000.00 total) for the purpose of demolishing some of the existing office space, building out the premises, and augmenting the power to the premises. See Exhibit E.

Should the Lessee remain in possession of all or any part of the Leased Premises after the expiration of the term without express written consent of Lessor, the Lessee shall be deemed a tenant at sufferance required to pay an amount equal to double (2x) the monthly Rent payable during the last month of the term as use and occupancy. In no event will any such use and occupancy be prorated for any portion of a month. In addition, Lessee shall indemnify, defend and hold Lessor harmless in connection with all damages, costs, losses, suits, actions and/or claims sustained by Lessor or brought or asserted against Lessor by any third party, arising or resulting from the failure of Lessee, or any party claiming by, through or under Lessee, to vacate the Leased Premises in the time and manner required under the Lease. The provisions of this Article 35 shall survive any expiration or termination of the Lease.
Lessee shall maintain and promptly repair all plumbing, heating, air conditioning, ventilating, and electrical lighting exclusively servicing the Leased Premises.

Lessee agrees to abide by such reasonable rules and regulations of the property. However, Lessor may not adopt or enforce any rule or regulation against Lessee that would serve to impact or hinder Lessee's ability to operate an RMD efficiently at the Premises.

89 October Hill is a non-Smoking facility. Smoking is not permitted anywhere within the Building including individual offices. No pets are allowed within the premises.

There is generally no overnight parking permitted on the property. However, in the event Lessee requires overnight parking in furtherance of its operations at the premises, Lessee shall be permitted to park overnight at the property upon written notice to Lessor.

ARTICLE 36

HAZARDOUS MATERIALS

Lessee shall not in manner unlawfully generate, store, dispose of, release or permit the release of any flammable substances, explosives, radioactive materials, hazardous wastes, toxic substances or materials from, into or on the Leased Premises, the Building or the Property as any of such terms may be defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, Chapter 21E of the Massachusetts General Laws, and regulations adopted thereunder, or in any other applicable federal, state or local environmental laws, rules or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of such materials. Lessee shall indemnify, defend and hold Lessor harmless in the event of any violation of this paragraph. The provisions of this Article 36 shall survive any termination of this Lease.

ARTICLE 37

BROKERAGE

The Brokers named herein, R.W. Holmes Realty Co., Inc. and CBRE warrant they are duly licensed as such by the Commonwealth of Massachusetts, and join in this agreement and become a party hereto, insofar as any provisions of this agreement expressly apply to them, and to any amendments or modifications or such provisions to which they agree in writing. Lessor agrees to pay the above-named Brokers a fee for professional services as agreed.

ARTICLE 38

LATE CHARGE
Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder shall cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor’s designee within ten (10) days after said amount is past due, then Lessee shall pay to Lessor a late charge of $750.00. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge and any interest thereon by Lessor shall not constitute a waiver of Lessee’s default with respect to such overdue amount unless Lessee is otherwise advised by Lessor. Such acceptance unless it constitutes a waiver shall not prevent Lessor from exercising any of the other rights and remedies granted hereunder. Additionally, any payment of money due hereunder which is not paid within thirty (30) days of the due date shall bear interest at the rate of 18% per annum (or highest lawful rate, if less).

ARTICLE 39
LESSEE’S RIGHT TO TERMINATE

If Lessee does not receive all necessary approvals and permits from the Town of Holliston and/or State of Massachusetts, then, Lessee can terminate this Lease (subject to the Surrender provisions in Article 28) at any point from commencement date through November 30, 2016 immediately upon payment of an early termination fee to Lessor in the amount of $81,000.00 which equates to five (5) months of Base Rent and Additional Rent. Termination pursuant to this paragraph shall be effective upon Lessor’s receipt of this termination fee. In the event that Lessee terminates the Lease early pursuant to this paragraph it shall be responsible for payment of outstanding Base or Additional rent that may be due through the effective date of the termination. In no event shall Lessee be responsible for payment of Base Rent or Additional due after the effective date of termination pursuant to this paragraph.

ARTICLE 40
LESSOR’S RIGHT TO TERMINATE

Lessee warrants and represents that it will use Premises in full compliance with state and local law. However, if at any time during the term of this Lease, Lessor receives written notice from a government official relating to any of the following “Early Termination Events”, due to Lessee’s presence in the Leased Premises:

- Federal criminal prosecution for conspiracy to sell, produce, or transport an illegal drug or an impending federal RICO action;
- Seizure of property under federal laws providing for forfeiture of assets by those involved in drug trafficking;
- A substantiated “nuisance” claim for the smoke, odors, loiterers, or other marijuana related nuisance because of the Lessee’s Use.
then Lessor shall have the right, upon ninety (90) days advance written notice, to terminate this Lease. Termination of the Lease pursuant to this paragraph shall be effective on the 90th day after written notice is provided to Lessee.

ARTICLE 41

RIGHT TO PURCHASE

Lessor will notify Lessee should Lessor receive an offer from a third party to purchase the building, or purchase the space occupied by Lessee. Lessor will provide Lessee with the terms and conditions whereby Lessee will have three (3) business days to respond.

ARTICLE 42

RIGHT TO EXPAND

Lessee shall have a Right of First Refusal to lease contiguous space in the building at any time should it become available. In the event that during the term of the lease, Lessor receives bona fide written offer or contract to lease the property or Lessor advertises or offers the property for lease to any third party, Lessor will promptly notify Lessee of any such contract offer or advertisement and Lessee shall have 3 business days to respond in writing to exercise its right to lease the space on the same or substantially similar terms as provided in contract, offer or advertisement. If Lessee declines to lease the contiguous space but the deal with the third party does not materialize, then Lessee will have the recurring Right of First Refusal to lease the contiguous space under this paragraph.

SIGNED AND SEALED THE DAY AND YEAR FIRST MENTIONED ABOVE.

LESSEE:  
MAYFLOWER MEDICINALS, INC.

LESSOR:  
89 OCTOBER HILL, LLC
By its managing agent, RWH Management Co.

DocuSigned by:

By: Garry R. Holmes, President

784E405815CB478...
Enclosed:
Exhibit A - Floor Plan
Exhibit B - Legal Description
Exhibit C - Holliston Tax Bill
Exhibit D - Fair Market Value
Exhibit E - Lessee Finish Work: Lessor Builds to Plans
EXHIBIT B
LEGAL DESCRIPTION
89 October Hill Road
Holliston, Massachusetts

That certain parcel of land with the buildings thereon, situated in Holliston, Middlesex County, Massachusetts, described as follows.

Beginning at a point at the southwest corner of the premises at a drill hole in a stone wall at land now or formerly of Richard D. Whitney and now or formerly of John P. Brooks; thence

N 18° 02' 23" E  a distance of 298.36 feet along said stone wall to a drill hole; thence

N 19° 56' 38" E  a distance of 282.54 feet along said stone wall to a corner at other land of Carl A. Kunholm shown as Lot 21A. The previous course bounded by land now or formerly of John P. Brooks; thence

N 15° 41' 06" E  a distance of 486.01 feet to a point at the southerly sideline of October Hill Road. The previous course bounded by land now or formerly of Carl A. Kunholm shown as Lot 21A; thence

Easterly and curving to the left along the arc having a radius of 60.00 feet and a length of 129.38 feet to a point at other land of Carl A. Kunholm shown as Lot 18C; thence

S 70° 22' 59" E  a distance of 72.23 feet to a point; thence

N 49° 06' 24" E  a distance of 180 feet to a point; thence

S 71° 11' 01" E  a distance of 200.00 feet to a point in the westerly sideline of Jennings Road. The previous three courses bounded by other land of Carl A. Kunholm shown as Lot 18C; thence

S 01° 41' 05" W  a distance of 100.71 feet to a point; thence

S 11° 43' 15" W  a distance of 246.13 feet to a point; thence

S 04° 08' 48" E  a distance of 309.50 feet to a drill hole in a stone bound; thence

S 17° 07' 47" W  a distance of 278.90 feet to a point at the end of a stone wall; thence

S 00° 36' 08" E  a distance of 194.58 feet along said stone wall to a point; thence

S 02° 57' 26" W  a distance of 99.40 feet in a point at a wall corner at land now or formerly of Kent S. Kissinger. The previous six courses bounded by the westerly sideline of Jennings Road; thence

N 80° 32' 00" W  a distance of 511.11 feet along a stone wall to a drill hole. The previous course bounded in part by land now or formerly of Kent S. Kissinger, Oakridge Condominiums, Windsor Drive, and Richard D. Whitney; thence

N 80° 37' 21" W  a distance of 195.75 feet to the point of beginning. The previous course bounded now or formerly by Richard D. Whitney.

The above described parcel of land contains an area of 16 acres and 26,128 square feet, more or less.

Said parcel is shown as lot 19B on Plan 1234.

25
# EXHIBIT C
## HOLLISTON TAX BILL

**89 October Hill Road**
Holliston, Massachusetts

### THE COMMONWEALTH OF MASSACHUSETTS

#### REAL ESTATE TAX BILL

**Fiscal Year 2015**

**Property Description**

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**Assessment Applicable Due in the Assessors Office by January 2, 2015**

**COLLECTOR'S COPY Fiscal Year 2016 Actual Real Estate Tax Bill**

**4th Quarter Payment**

**Return This Portion With Your Payment**

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**3rd Quarter Payment**

**Return This Portion With Your Payment**

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**COLLECTOR'S COPY Fiscal Year 2015 Actual Real Estate Tax Bill**

**89 OCTOBER HILL LLC**
RIAN MANAGEMENT COMPANY
351 COMMONWEALTH ROAD SUITE 508, MA 01778
EXHIBIT D

FAIR MARKET RENTAL VALUE

Within a reasonable time after Lessor's receipt of Lessee's written notice of exercise of Lessee's option to extend (which notice to extend must be received by Lessor prior to the deadline for same set forth herein), Lessor shall send written notice to Lessee of Lessor's determination of the fair market rent during the option period. In the event Lessee does not accept Lessor's determination of fair market rent, then Lessee shall deliver written notice of objection to Lessor within ten (10) days of Lessee's receipt of Lessor's notice of determination (the "Objection Period"). The failure of Lessee to deliver such written notice of objection to Lessor during the Objection Period shall be deemed acceptance by Lessee of Lessor's determination of fair market rent. If the parties cannot agree within ten (10) days of Lessee's written notice of objection (the "Negotiation Period") on the fair market rental to be paid by the Lessee during any option period, the same shall be determined as follows:

(a) The Lessor and Lessee shall each select a MAIA certified real estate appraiser or reputable commercial real estate broker with at least five (5) years experience in the Holliston/Hopkinton area real estate market to determine said fair market rental, within twenty (20) days of the Negotiation Period. The fair market rental agreed upon by said appraisers/brokers shall be the Rent to be paid by Lessee and accepted by Lessor during such option period.

(b) In the event the aforesaid appraisers/brokers cannot agree on the fair market rental by said 20th day, they shall immediately appoint a third, and the decision of the majority of the three appraisers/brokers shall govern by mutual agreement of the parties hereto. Lessee shall be responsible for any and all expenses of the appraisers/brokers.
EXHIBIT E
LESSEE FINISH WORK: LESSOR BUILDS TO PLANS

Except as set forth in this Exhibit, Lessee’s taking possession of the Leased Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Lessee took possession.

The Premises have been delivered in “as is” condition. The Lessor will provide an improvement allowance of $5.00 per square foot ($120,000.00) for the purpose of demolishing some of the existing office space, building out the premises, and augmenting the power to the premises. Lessee will not demolish any portion of the office space until Lessee waives their right to early termination because Lessee has not receive all necessary approvals and permits from the Town of Holliston and/or State of Massachusetts The improvement allowance will be paid from Lessor to Lessee once Lessee has waived the aforementioned early termination right and within ten (10) days from the time Lessee delivers to Lessor copies of paid invoices, lien waivers, and occupancy permit.
FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE dated as of May 17, 2016 by and between 89 OCTOBER HILL, LLC, a Massachusetts limited liability company (hereinafter called the "Lessor") and MAYFLOWER MEDICINALS, INC., a Massachusetts corporation (hereinafter called the "Lessee").

RECITALS:

A. Lessor became the legal fee owner of a certain parcel of land together with the improvements situated thereon ("Building") known as 89 October Hill Road, Holliston, MA on September 10, 2007; and

B. Lessor and Lessee entered into that certain Lease dated February 29, 2016 ("Lease"), for bays 11 through 14 ("Leased Premises") consisting of approximately 24,000 rentable square feet ("RSF") in the Building.

C. Lessee and Lessor now desire to further amend the Lease to relocate the Leased Premises, from bays 11 through 14, to bays 7 through 10 (which are also 24,000 RSF), and, to lease an additional area of approximately 12,000 RSF in bays 5 and 6 of the Building.

D. All terms, covenants and conditions contained in this Amendment shall have the same meaning as in the Lease, and shall govern should a conflict exist with previous terms and conditions.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein as if fully set forth

2. Capitalized Terms. All capitalized terms used herein shall have the same meanings ascribed to them in the Lease, unless otherwise defined in the Amendment.

3. Relocation. Effective June 15, 2016, Lessee shall, at its sole expense, move from bays 11, 12, 13, and 14, into bays 7, 8, 9, and 10. Effective immediately thereupon, bays 7, 8, 9, and 10 shall be deemed to be the "Leased Premises" under the Lease, with the same force and effect as if they were the bays originally designated in the Lease.

4. Additional Area. Lessor hereby leases and demises to Lessee, and Lessee hereby rents and takes from Lessor, in addition to bays 7-10, bays 5 and 6 of the Building, consisting of approximately 12,000 RSF (depicted in Exhibit A hereof), upon the terms and conditions of the Lease, as amended hereby. The Leased Premises subject to the Lease shall therefore consist of the original Leased Premises (as relocated above in paragraph 3), expanded to include bays 5 and 6, totaling 36,000 RSF, and all references in the Lease to the "Leased Premises" shall refer to such expanded space.

5. Proportionate Share. Lessee's proportionate share of the Building, as referenced in Lease Article 7 with respect to real estate taxes and operating expenses, is hereby deemed to be 42.86%, with ESTIMATED OPERATING EXPENSES still at $2.60/SF.

6. Rent Schedule. Lessee shall pay Base Rent for the Leased Premises according to the following schedule (prorated for any portion of a month). Lessee is not responsible for
ESTIMATED OPERATING EXPENSES for Bays 5 & 6 from 06/15/2016 to 07/31/2016.

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</tbody>
</table>

7. Security Deposit. The Security Deposit in Article 8 will be increased by $19,800.00 (Nineteen Thousand Eight Hundred Dollars and no cents) on August 1, 2016 (assuming Lessee does not terminate Bays 5 & 6).

8. Condition of Premises. Lessee has inspected bays 5, 6, 7, 8, 9, and 10 and, accepts them "as is" without any agreements, representations, understandings or obligations on the part of Lessor to perform any alterations, repairs or improvements. However, for the Leased Premises as defined in this First Amendment of the Lease, Lessee is still entitled to the $120,000.00 improvement allowance from the Lessor per the terms of the original Lease.

9. Lessee’s Right to Terminate. Article 39 "Lessee’s Right to Terminate" is hereby deleted and shall be of no further force or effect. However, Lessee shall have the right to terminate Bays 5 & 6, by providing written notice on or before August 1, 2016 and will not incur any penalty.

10. Access. Lessor is granted access to Bays 11 to 14 prior to June 15, 2016 to commence improvements for Ox Paper.
11. Incorporation. Except as modified herein, all other terms and conditions of the Lease shall continue in full force and effect and Lessee hereby ratifies and confirms its obligations thereunder. Lessee acknowledges that as of the date of the Amendment, Lessee (i) is not in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by Lessor of the terms of the Lease; and (iii) is not aware of any action or inaction by Lessor that would constitute a default by Lessor under the Lease.

12. Brokers. Lessor and Lessee represent that they have not hired nor are they represented by any broker except for R.W. Holmes Realty Co. and CBRE, which will be paid by Lessor under separate agreement. Lessor and Lessee will indemnify and hold the other harmless from any and all claims for commission alleged to be due brokers, asserting entitlement to commission by virtue of their representation of the indemnifying party.

13. Continuing Validity. Except as herein modified, all other terms, covenants and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. In the event of a conflict between the terms of the Lease and this Amendment, the language of this Amendment shall control.

14. Authority. Each party represents and warrants that it has the full authority to enter into this Amendment, and that no third party consents of any kind are required in connection with this Amendment.

15. Counterparts. This Amendment may be executed in several electronic counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Amendment.

16. Definitions. Capitalized Terms not otherwise defined herein shall have the respective meanings prescribed therefor in the Lease.

17. Time. Time is of the essence in this agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this First Amendment to Lease under the seal as of the date first above written.

**Lessor:** 89 OCTOBER HILL, LLC
By its managing agent,
RWH Management Co.

**Lessee:** MAYFLOWER MEDICINALS, INC.

By: [Signature]
Garry R. Holmes, President

By: [Signature]
[Being duly authorized to sign this Amendment]
Exhibit A
Floor Plan
June 8, 2016

Department of Public Health
Bureau of Health Care Safety & Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor
Boston, MA 02111

To Whom It May Concern:

The Boston City Council, does hereby provide non-opposition to Mayflower Medicinals to operate a Registered Marijuana Dispensary in the City of Boston.

I have been authorized to provide this letter on behalf of the Boston City Council by a vote taken at a duly noticed meeting held on Wednesday, June 8, 2016.

The Boston City Council 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.
February 24, 2016

Commissioner Bharel
Massachusetts Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor
Boston, MA 02111

SUBJECT: Holliston Cannabis Cultivation Facility, at 89 October Hill Road

Dear Commissioner Bharel:

The Holliston Board of Selectmen, does hereby provide non-opposition to Mayflower Medicinals, Inc. to provide a Registered Marijuana Dispensary (RMD) in Holliston. We provide this letter on behalf of the Holliston Board of Selectmen that a vote was duly taken at a posted public meeting on Wednesday, February 24, 2016. The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to all local permitting.

We offer this letter of non-opposition for Mayflower Medicinals, Inc. to operate a cultivation and processing facility only, in the Town of Holliston.

Further, it is understood that this activity does not qualify for any tax exemption and would be subject to the usual property tax as any other property owner.

Sincerely,

[Signatures]

Jay Marsden, Chairman
Kevin Conley, Clerk
Page Two
Commissioner Bharel
2-24-16

cc: Karen Sherman, Town Planner
Peter Tartakoff, Building Inspector/Zoning Enforcement Officer
Scott Moles, Health Agent
Charles Katuska, Conservation Agent
Kathryn Peirce, Principal Assessor