



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



JAN 19 2018



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 *Siting Profile*, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")
- ☒ Evidence of interest in property, by location (as outlined in Section B)
- ☒ Letter(s) of local support or non-opposition (as outlined in Section C)

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

SECTION A: APPLICANT INFORMATION

1. Holistic Industries, Inc.
Legal name of Corporation
2. Jonathan Genderson
Name of Corporation's Chief Executive Officer
3. c/o Gary Fialky
33 State Street
Springfield, MA 01103
Address of Corporation (Street, City/Town, Zip Code)
4. Josh Genderson
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. (301) 922-7786
Applicant point of contact's telephone number
6. josh@cellar.com
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: JG

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.

	Location	Full Address	County
1	Dispensing	155 Northampton Street Easthampton, MA 01027	Hampshire
2	Cultivation	96 Palmer Road Monson, MA 01056	Hampden
3	Processing	96 Palmer Road Monson, MA 01056	Hampden

☒ 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:

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: JC

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.

We have retained Bonin & Marashian PC to provide counsel in maintaining strict compliance with all state & local codes, ordinances and bylaws for our RMD sites.

Monson- The Monson Board of Selectmen independently verified with appropriate local officials that our site is located in a zoning district that allows our use "by right or pursuant to local permitting." As evidenced by the Board Chairman's 1/25/16 letter (see attachment in Section C- Monson), the Board authorized a letter of non-opposition by a vote at a duly noticed meeting held 1/12/16. Our MA attorneys have also confirmed site compliance with Monson Zoning Bylaws, specifically Sections 3.2 (Table 1) and 6.24.

Easthampton- Easthampton Mayor Karen L. Cadieux independently verified with appropriate local officials that our site is located in a zoning district that allows our use "by right or pursuant to local permitting." As evidenced by the Mayor's 11/6/17 letter (see attachment in Section C- Easthampton), the Mayor authorized a letter of non-opposition. Our MA attorneys have also confirmed site compliance with Easthampton Zoning Regulations, specifically Section V (Table 5-1) and Section X (Sec. 10.9 and Table 10-3).

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: UJG

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: 01/01/2019

	FIRST FULL FISCAL YEAR PROJECTIONS 20 19	SECOND FULL FISCAL YEAR PROJECTIONS 20 20	THIRD FULL FISCAL YEAR PROJECTIONS 20 21
Projected Revenue	\$ 4,000,000.00	\$ 8,500,000.00	\$ 10,000,000.00
Projected Expenses	\$ 4,500,000.00	\$ 7,400,000.00	\$ 8,000,000.00
VARIANCE:	\$ -500,000.00	\$ 1,100,000.00	\$ 2,000,000.00
Number of unique patients for the year	2000	2500	3000
Number of patient visits for the year	26666	56666	66666
Projected % of patient growth rate annually	---	212	17
Estimated purchased ounces per visit	0.35	0.35	0.35
Estimated cost per ounce	420	420	420
Total FTEs in staffing	28	35	35
Total marijuana for medical use inventory for the year (in lbs.)	650	1340	1590
Total marijuana for medical use sold for the year (in lbs)	595	1265	1488
Total marijuana for medical use left for roll over (in lbs.)	55	75	102

Projected date the RMD plans to open: 01/01/2019

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: JG

**SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA AND NON-DISCRIMINATION BASED ON DISABILITY**

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

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.
- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.
- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

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


Signature of Authorized Signatory

01/12/2018

Date Signed

Josh Genderson

Print Name of Authorized Signatory


Chief Operating Officer, Clerk, Director

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: JG

ATTESTATIONS

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



Signature of Authorized Signatory

01/12/2018

Date Signed

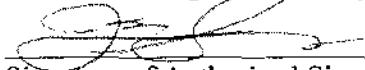
Josh Genderson

Print Name of Authorized Signatory

Chief Operating Officer, Clerk, Director

Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.



Signature of Authorized Signatory

01/12/2018

Date Signed

Josh Genderson

Print Name of Authorized Signatory

Chief Operating Officer, Clerk, Director

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: JG

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

01/12/2018

Date Signed

Josh Genderson

Print Name of Authorized Signatory
Chief Operating Officer, Clerk, Director

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: JG

SITING PROFILE ATTACHMENTS

On the following Siting Profile Attachment pages, please find:

Pages 001-003	Section B: Evidence of Interest in the Cultivation/Processing Property Monson, MA (Warranty Deed)
Pages 004-021	Section B: Evidence of Interest in the Dispensing Property Easthampton, MA (Purchase and Sale Agreement)
Page 022	Section C: Letter of Support or Non-Opposition for the Cultivation/Processing Property Monson, MA (Letter of Non-Opposition)
Page 023	Section C: Letter of Support or Non-Opposition for the Dispensing Property Easthampton, MA (Letter of Non-Opposition)

WARRANTY DEED

Northeast Investments LLC, an Illinois Limited Liability Company, with an address of 3330 Skokie Valley Road, Suite 301, Highland Park, IL 60035 (hereinafter "Grantor") hereby grant and convey with warranty covenants to **3G Management, LLC**, of 308 Massachusetts Ave, NE Washington DC 20002 (hereinafter "Grantee") for and in good consideration paid of Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) that certain parcel of land together with the improvements thereon known as **96 Palmer Road in the Town of Monson**, County of Hampden, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

- Easterly by Palmer Road in a line of two courses, a total distance of five hundred twenty and 17/100 (520.17) feet;
- Southerly by land now or formerly of William W. Jurczyk, Inc., three hundred fifty-three and 18/100 (353.18) feet;
- Westerly by land now or formerly of Sanderson & Macleod, Inc. and land now or formerly of Specialty Brush Products, Inc. a line of three courses, a total distance of five hundred forty-six and 48/100 (546.48) feet; and
- Northerly by land now or formerly of Kathleen C. Haley in a line of two courses, a total distance of four hundred ninety-two and 13/100 (492.13) feet."

All of the above described premises are shown on a "Plan of land in Monson, Mass., surveyed for Springfield Moulders, Inc." and recorded in the Hampden County Registry of Deeds in Book of Plans 164, Page 4.

Together with a 30 foot right of way set forth in Deed of Frank Haley, et ux, dated October 16, 1969, recorded in Book 3070, Page 212 and shown on a plan entitled "Plan of Land in Monson, Mass. Surveyed for Frank Haley", dated April 15, 1964, by Kenneth C. Sherman, recorded in Plan Book 110, page 119.

Being the same property conveyed to Grantor by Foreclosure Deed dated April 23, 2014 and recorded with the Hampden County Registry of Deeds at Book 20274, Page 350.

SECTION B: EVIDENCE OF INTEREST IN THE CULTIVATION/PROCESSING PROPERTY
MONSON, MA

Application 2 of 3

Subject to, and with the benefit of, all easements, covenants, rights, privileges and restrictions of record, to the extent the same are in force and applicable.

Grantor, for itself and its heirs, hereby covenants with Grantee, its heirs and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that it has a good right to convey; that the premises are free from all encumbrances unless otherwise noted above; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute and instrument necessary for the further assurance of the title to the premises that may be reasonably required;

Grantor and its heirs will forever warrant and defend all of the property so granted to Grantee and its heirs, against every person lawfully claiming the same or any part thereof.

Said premises do not constitute all or substantially all of the Grantees assets in Massachusetts or otherwise.

[SIGNATURE PAGE TO FOLLOW]

SECTION B: EVIDENCE OF INTEREST IN THE CULTIVATION/PROCESSING PROPERTY
MONSON, MA

Application 2 of 3

WITNESS the hands and seal of said Grantor this 22nd day of April, 2016.

Northeast Investments LLC

By: _____

Name: Ohannes Koroglyan

Title: Manager

State of Illinois)

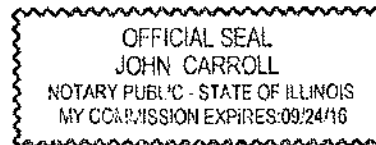
County of Lake)

April 22, 2016

Then personally appeared before the above named Ohannes Koroglyan, proved to me through satisfactory evidence of identification, which was a drivers license issued by the State of Illinois, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his knowledge and belief, as Manager (title) of Northeast Investments LLC as aforesaid.

John Carroll
Notary Public:

My Commission Expires: 9/24/16



PURCHASE AND SALE AGREEMENT

1. PARTIES

AGREEMENT made this ^{27th} day of December, 2017, by and between Holistic Industries, Inc., of 24 School Street, Boston, Suffolk County, Massachusetts or its nominees or assigns (the "Buyer"), and Peter Boruchowski, of 191 Hendrick Street, Easthampton, Hampshire County, Massachusetts (the "Seller").

2. PREMISES

The Seller hereby agrees to SELL and the Buyer agrees to PURCHASE certain real estate known and designated as, **155 Northampton Street, Easthampton, Hampshire County, Massachusetts**, as more particularly described in a Deed dated March 29, 2007 and recorded in the Hampshire County Registry of Deeds at Book 9079, Page 188 (the "Premises"). Said Premises consist of _____ square feet of land and a building that is approximately _____ square feet, as more fully depicted on the plan attached hereto as Exhibit "C" ("Plan").

3. FIXTURES AND IMPROVEMENTS

Included in the sale as part of the Premises are fixtures belonging to the Seller and used in connection therewith.

Included in the sale as part of the Premises are all buildings, structures and other improvements in existence at the Premises as of the date of this Agreement. Also included in the sale as part of the Premises is all of the Seller's right, title and interest in and to any land lying in the bed of any public highway, street, road or avenue in front of the Premises or any portion thereof and all privileges, beneficial easements and restrictions, and other rights, of whatever nature, appurtenant to, in favor of or commonly enjoyed with the Premises.

4. TITLE, DEED

The Premises shall be conveyed on or before (See Rider for conditional Closing Date), by Quitclaim Deed of the Seller conveying good, clear of record, marketable title, free from all encumbrances except:

- a. provisions of existing building and zoning laws;
- b. existing rights and obligations and party walls which are not subject of written agreement;
- c. such taxes for the then current year that are not due and payable on the date of delivery of such deed;

- d. any liens for any municipal betterments assessed after the date of this Agreement;
- e. Easements, restrictions and reservations on record, if any, so long as the same do not prohibit or materially interfere with the current use of the Premises.

To enable the Seller to make conveyance as herein provided, the Seller may, if the Seller so desires, at the time of delivery of the Deed, use the purchase money or a portion thereof to clear the title of any and all encumbrances or interests; all instruments so procured to be recorded in accordance with local conveyancing practices post-closing.

5. TIME AND PERFORMANCE DELIVERY OF DEED

Such Deed is to be delivered on the Closing Date at the Hampshire County Registry of Deeds, unless otherwise agreed upon in writing. It is understood and agreed that time is of the essence of this Agreement.

6. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or to make conveyance or to deliver possession of the Premises, all as herein stipulated, or if at the time of delivery of the Deed, the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein or to make the Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Reasonable efforts on the part of the Seller are expressly agreed to not require Seller's expenditure of funds in excess of \$5,000.00.

7. FAILURE TO PERFECT TITLE

If, at the expiration of the extended time, the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at the Buyer's option, any payments made under this Agreement shall be void and this entire Agreement shall be canceled without recourse to the parties hereto.

The Buyer shall have the election, either at the original or extended time for delivery of the Deed, to accept such title as the Seller can then deliver to the Premises in its then condition and pay to the Seller the entire balance of the purchase price due hereunder, in which event the Seller shall convey such title.

8. PURCHASE PRICE

The agreed purchase price for said Premises is NINE HUNDRED THOUSAND DOLLARS (\$900,000.00), of which FORTY FIVE THOUSAND DOLLARS (\$45,000.00) has been paid this day as a deposit upon the signing of this Agreement;; and the balance of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$855,000.00) to be paid at the time of delivery of the Deed.

9. ADJUSTMENTS

Water, sewer, taxes, rents, if any, and all other adjustable items shall be apportioned as of the date of delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.

10. POSSESSION

Full possession of the Premises, free of all tenants and occupants, except the tenants as provided hereinbelow, if any, is to be delivered to the Buyer at the time of the delivery of the Deed, the said Premises are to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted. The Buyer shall have the right to inspect the Premises for compliance with this paragraph prior to delivery of the Deed upon reasonable notice to the Seller.

11. INSURANCE

The buildings on said Premises shall, until the Closing Date, be kept insured by the Seller as currently insured. In case of damage to said Premises from any cause whatsoever, other than reasonable use and wear, prior to the transfer of title hereunder, then the Buyer and Seller shall perform as follows:

- a. if such damage from any and all causes is TEN THOUSAND DOLLARS (\$10,000.00) or more and is unrestored by the time of the transfer, then the Buyer, at his option, shall either:
 - i. take the insurance money or claim, if any, arising out of such damage and fulfill this contract, and the Seller shall assign to the Buyer the insurance money or claim arising out of such damage, plus a credit for Seller's deductible, if any, or

- ii. cancel this contract and the deposit made hereunder shall be returned to the Buyer and all further obligations of the parties shall thereupon terminate.
- b. if such damage is less than TEN THOUSAND DOLLARS (\$10,000.00) and is unrestored by the time of transfer, then the Buyer shall take the insurance proceeds received or recoverable, if any, less any amounts expended by Seller for any partial restoration, plus a credit for Seller's deductible, if unexpended, and complete the purchase of the Premises.

12. DEPOSITS

All deposits made hereunder shall be held by Seller's Attorney David Wilensky ("Escrow Agent"), and shall be held and duly accounted for at the time of closing for the benefit of Buyer, unless Buyer is in default under the terms of this Agreement and this deposit is forfeited, in which instance all interest will accrue to the benefit of the Seller. In the event of any dispute or disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given in writing by the parties, or by Order of a Court of competent jurisdiction.

13. BROKER'S FEE

A real estate broker's commission of is due from Seller to Taylor Real Estate, if and when title passes, the Deed is recorded and consideration is paid in full. A fee is additionally due from Buyer to Colebrook Realty Services, Inc. See Rider for details of same.

14. MORTGAGE FINANCING

None.

15. RIGHT TO INSPECT

This Agreement is subject to the right of the Buyer to obtain, at Buyer's own expense, an inspection of the Premises and written report to include, but not be limited to, the structural and mechanical condition of the of all systems in and on the Premises, environmental inspections, including but not necessarily limited to, the existence and condition of underground storage tank(s), if any, at the Premises, the presence of hazardous materials on the Premises, or the likelihood of release of hazardous materials on or from the Premises, the presence of asbestos, the presence of urea-formaldehyde foam insulation, the presence of lead based paint, the presence of radon, the adequacy and suitability of the water supply and the condition and adequacy of the sewerage system, by the consultant(s) of the Buyer's own choosing.

It is agreed that the period granted to the Buyer for inspection(s) shall expire seventy-five (75) days from the date of execution of this Agreement. The Buyer and the Buyer's consultant(s) shall have the right of access to the Premises at reasonable times upon twenty-four (24) hours advance notice to the Seller, for the purpose of inspecting the condition of the Premises. If the Buyer is not satisfied with the results of such inspection(s), except as provided in Paragraph, this Agreement may be terminated without legal or equitable recourse to either party by the Buyer at the Buyer's election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the Buyer, provided, however, that the Buyer shall have notified the Seller, in writing, together with a copy of the written report(s) of the inspection(s) on or before the inspection expiration date hereinabove specified of the Buyer's intention to so terminate. If such notice and written reports are not received on or before the inspection expiration date hereinabove specified, the Buyer shall be bound to perform Buyer's obligations under this Agreement. In consideration of such right of inspection, and whether the Buyer exercises such right or not, the Buyer hereby releases the Seller from any and all liability related to the defects in the Premises.

For further details of Buyer's Right to Inspect, see par. 11 f the Rider attached hereto, which in the event of any conflict of provisions, shall control.

16. ACCEPTANCE OF DEED

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

17. BUYER'S DEFAULT

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

18. SELLER'S DEFAULT

In the event that Seller breaches any provisions of this Agreement or fails to comply with any of its obligations or conditions hereunder, Purchaser shall have the right to seek specific performance of this Agreement as Purchaser's sole remedy at law or in equity.

19. ASBESTOS

Buyer acknowledges that the Department of Public Health has issued regulations governing the maintenance, repair and removal of asbestos material by any owner of real property and that asbestos material is a common insulation material on heating pipes, boilers and furnaces. In consideration of the Buyer's right to obtain an inspection of the condition of any asbestos material that might be present on the Premises, the Buyer hereby releases the Seller from any liability of any nature on account of the condition of such asbestos material.

20. ASSIGNMENT

Notwithstanding anything contained herein to the contrary, this Agreement may not be assigned without the express written consent of the Seller.

21. EXECUTION, CLOSING

This Agreement is to be construed as a Massachusetts contract and is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and adheres to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both of the parties hereto.


IN WITNESS WHEREOF, the said parties hereto have set their hands and seals on the day first above written.

Witnessed by:

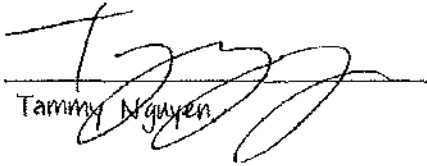

Seller:

SECTION B: EVIDENCE OF INTEREST IN THE DISPENSING PROPERTY
EASTHAMPTON, MA

Application 2 of 3


PETER BORUCHOWSKI, Seller

Buyer:
HOLISTIC INDUSTRIES, INC.


Tammy Nguyen
By: Josh Genderson
Its CEO

David Wilensky, Escrow Agent

RIDER TO PURCHASE AND SALE AGREEMENT
PETER BORUCHOWSKI to HOLISTIC INDUSTRIES, INC.

Dated December 27, 2017

155 NORTHAMPTON STREET, EASTHAMPTON, MA ("PREMISES")

This Rider supplements, amends and forms an integral part of the above-captioned Agreement. To the extent of any conflict between this Rider and the preprinted form of the Agreement to which this Rider is attached, the terms of this Rider shall govern.

I. PERMITS/APPROVALS CONTINGENCY

1. This purchase and sale transaction is expressly contingent upon Buyer's ability to obtain, within six (6) months of the date of execution of the Agreement, all necessary permits and approvals to operate a marijuana dispensary (the "Permits/Approval Period") at the Premises.
2. Buyer shall pay to Seller an abeyance fee of \$1,500.00 per month commencing on January 1, 2018 and continuing on the first day of each month thereafter throughout the Permits/Approval Period, and throughout the additional due diligence period of up to (75) seventy-five days provided for below, up to the date of Closing. Said abeyance fee shall be non-refundable, and shall not otherwise affect the Purchase Price, nor reduce or affect the amount owed by Buyer to Seller at Closing.
3. At the expiration of the Permits/Approval Period, if Buyer shall be unable to complete the transaction contemplated herein, by reason of the lack of permits/Approvals only, the Buyer's Deposit shall be refunded, and the remaining obligations of the parties shall cease, except those which, by their terms, survive.

II. REPRESENTATIONS and CLOSING CONDITIONS

4. The Premises shall not be in conformity with the title provisions of this Agreement unless:
 - (a) All buildings, structures and improvements shall be located completely within the boundary lines of the Premises and any applicable setback lines or other applicable dimensional zoning requirements, and shall not encroach upon or under the property of any other person or entity
*An exception to this requirement shall be allowed for a disclosed, pre-existing condition where a portion of the southern expanse of the structure - constructed in or around 1970 on the Premises - was properly permitted as constructed, but may violate current zoning setback requirements;
 - (b) No building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under the Premises;
 - (c) The Premises shall abut and have direct access to a public way duly laid out or accepted by the Town of Easthampton; and

SECTION B: EVIDENCE OF INTEREST IN THE DISPENSING PROPERTY
EASTHAMPTON, MA

Application 2 of 3

(d) Title to the Premises is insurable at ordinary rates, for the benefit of Buyer in a fee owner's policy in the American Land Title Association form currently in use; and not subject to any liens for services, labor or materials furnished, whether pursuant to this Agreement or otherwise.

5. Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed shall be covered by said title standard to the extent applicable.

6. Each of Buyer and Seller represents to the other that it has not dealt with any broker or agent in connection with this transaction other than Taylor Real Estate and Colebrook Realty (the "Brokers"). Seller shall pay Taylor Real Estate its commission pursuant to a separate agreement. Buyer shall pay Colebrook Realty a fee pursuant to a separate agreement. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this paragraph. The provisions of this paragraph shall survive Closing or the termination of this Agreement.

7. Seller hereby represents and warrants as follows:

(a) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the premises or assets of the Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality, nor any approval or consent of any person or entity not a party to this Agreement, is necessary to make this Agreement a valid instrument binding upon Seller in accordance with its terms.

(b) Seller has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors, nor is Seller currently insolvent.

(c) The following comprise all of the tenancies affecting the Premises, and true, correct and complete copies of any leases with respect to said tenancies shall be delivered to Buyer within five (5) business days of the execution of this Agreement.

(d) Authority. Seller has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the sale and make or cause to be made transfers and assignments contemplated herein. This Agreement has been, and the documents to be executed by Seller pursuant to this Agreement will be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(e) Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against or relating to the Premises, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(f) Condemnation. To Seller's knowledge, no condemnation, eminent domain or similar proceedings are pending or threatened with regard to the Premises.

- (g) Notice of Betterment Assessments. Seller has not received any notice and has no knowledge of any pending or threatened liens, betterment assessments, condemnations, impositions or increases in assessed valuations to be made against the Premises by any governmental authority.
- (h) Rights of First Refusal. Seller has not granted to any individual, group, entity or party of an option, right of first refusal, repurchase option, right of first offer or other similar right with respect to the Premises.
- (i) The Seller represents that it has received no written notice from the DEP regarding the existence of hazardous materials on the Premises. If Seller receives any such notice prior to Closing, it shall immediately provide Buyer with a copy of such notice. If any such notice is received, Buyer shall have the right to terminate this Agreement on account thereof, said right to be exercised within ten (10) days of the date Buyer receives the copy of such notice.
- (j) Zoning. The Seller has not received any notice of zoning or building code violations or any notice of any use restriction affecting the Premises.

The representations and warranties set forth in this Paragraph are made as of the date of this Agreement and are remade as of the Date of Closing and shall not and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing.

8. This Agreement shall, in all respects, be contingent upon Buyer's satisfactory review of existing income and expense information for the tenancy(ies) at the Premises. Buyer shall have thirty (30) days from the time of Seller's production of all income and expense information to notify Seller in writing if Buyer is not satisfied with same. In the absence of written notification of objection, upon the expiration of said thirty (30) day period, this contingency will be deemed to have expired and any objection under this paragraph deemed waived.

9. Notwithstanding anything herein to the contrary, Buyer acknowledges and agrees that Buyer is purchasing the Premises "AS IS," "WHERE IS," and "WITH ALL FAULTS," and that NO REPRESENTATIONS have been made by the Seller in regard to its condition (including, without limitation, as to environmental and zoning matters) except those expressly contained in this Agreement, and the Buyer and the Seller agree that they have incorporated in this Agreement their entire understanding and no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. Buyer agrees that the Buyer is not relying on any representations, oral or written, concerning the age, condition, workmanship, or suitability of the Premises or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement.

10. Seller has notified Buyer that Seller possesses no pre-existing information from any inspection, engineering or environmental reports concerning any underground storage tanks, hazardous materials or harmful or toxic substances. Seller makes no representations or warranties with respect to such information (Seller is in possession only of one survey obtained in connection with Seller's purchase of a back parcel, which Seller shall provide to Buyer within five (5) business days of the execution of this Agreement). Buyer acknowledges accordingly that that Buyer's decision whether or not to purchase the Premises is based solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information in the possession of or having been provided by Seller to Buyer.

In consideration of same, and of its inspection rights, Buyer, for itself, its successors and assigns, forever waives and releases Seller from any present or future claims arising from or relating to the physical condition of the Premises, including without limitation the presence or alleged presence of asbestos or any hazardous materials or harmful or toxic substances in, on, under or about the Premises, and including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, Massachusetts General Laws Chapter 21E, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with, or otherwise in any manner relates to, environmental matters of any kind, (iii) this Agreement, or (iv) the common law. The terms and provisions of this paragraph shall survive Closing hereunder or the termination of this Agreement.

11 This Agreement is contingent upon the right of the Buyer to obtain, at Buyer's own expense, an inspection of the structural and mechanical condition of all systems as well as any environmental inspections deemed necessary by the Buyer. During the seventy-five (75) day due diligence period set forth below, Seller agrees to permit Buyer and its designees reasonable access, at reasonable times, and upon reasonable prior notice, to the Premises for the purpose of making measurements, inspections and the like, such access to be in the presence of Seller or Seller's agent. Buyer shall not perform any sampling or testing of environmental media at the Premises until Seller has approved the scope of Buyer's sampling and testing program. To this end, Buyer shall present to Seller a reasonably detailed description of the sampling and testing proposed to be performed which includes the sampling locations and analyses to be made, prepared by the engineering firm to perform such work (and, if any, a copy of any Phase I environmental report obtained by Buyer), for Seller's reasonable review and approval. If Seller reasonably disapproves such testing, Buyer's sole remedy shall be to terminate this Agreement, in which event the Deposit shall be reimbursed to Buyer and neither party shall have any further obligations hereunder. If Seller approves such testing, then Buyer shall be permitted to cause such sampling and testing to be performed, but only to the extent approved by Seller. Buyer shall promptly restore the Premises as nearly as reasonably practicable to its condition prior to any investigations or testing, and the provisions of this sentence shall survive the termination of this Agreement.

Buyer shall indemnify and hold harmless Seller for any personal injury or property damage to the extent caused by Buyer's inspection activities. Prior to entry onto the Premises by Buyer or any of its employees, agents, contractors or consultants, Buyer shall provide to Seller evidence of insurance in an amount not less than \$1,000,000 and with an insurer reasonably acceptable to Seller, naming Seller as an additional insured, covering the activities to be conducted by Buyer, its employees, agents, contractors and consultants.

Buyer shall have a period from the date hereof until 5:00 P.M. local time on the date that is seventy-five (75) days after the date hereof to conduct its due diligence review of the Premises (including any sampling or testing of environmental media) at its sole cost and expense. During this due diligence period, Buyer shall have the right to terminate this Agreement if Buyer is not satisfied with the result of such inspections. Should the Buyer give written notice to Seller prior to the expiration of said 75 day period that Seller elects to so terminate this Agreement, then the Deposit shall be reimbursed to Buyer and neither party shall have any further obligations hereunder, except for those that expressly survive the termination of this Agreement. If Buyer fails to timely deliver such written notice of termination, then Buyer shall be deemed to have waived its right to terminate this Agreement under this paragraph, and the parties shall proceed with the transaction subject to the remaining terms and conditions of this Agreement.

Any damage done by Buyer or Buyer's employees, agents or consultants shall be repaired by Buyer at Buyer's expense. Buyer agrees to protect, indemnify, defend and hold Seller harmless

SECTION B: EVIDENCE OF INTEREST IN THE DISPENSING PROPERTY
EASTHAMPTON, MA

Application 2 of 3

from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries arising out of or resulting from the inspection, sampling or testing of the Premises or the environmental media therein by Purchaser or its agents or consultants, and, notwithstanding anything to the contrary in this Agreement, the provisions of the last two sentences of this paragraph shall survive Closing or any termination of this Agreement.

12 At the time of delivery of the deed hereunder Seller shall, as a condition of Buyer's performance, deliver to Buyer:

- (a) a customary title insurance affidavit enabling Buyer and Buyer's mortgagee to obtain title insurance on the premises without the standard exceptions for mechanic's liens and parties in possession (except for the current occupants of the Premises under the Leases).
- (b) an affidavit which includes Seller's social security number or taxpayer identification number, as the case may be, and which certifies as to whether Seller is or is not a foreign person or entity subject to withholding taxes as required by Section 1445 of the Internal Revenue Code of 1986, as amended.
- [(c) a bill of sale in the form attached hereto as Exhibit A to any and all personal property owned by Seller located on the Premises.
- (d) an Assignment and Assumption of Leases in the form attached hereto as Exhibit B with respect to the Leases, if any.]

13. Any notice required or desired hereunder shall be given in writing and shall be deemed duly delivered when mailed, Certified Mail, Return Receipt Requested, when delivered by hand or when sent by fax or email with acknowledgment of transmission/receipt to:

- (a) In the case of notice to Seller:

Peter Boruchowski
191 Hendrick Street
Easthampton, MA 01027

Phone: (413) 265-9665
Fax: _____
E-mail: _____

with a copy to:

David Wilensky
Wilensky Law Offices
P.O. Box 202
Northampton, MA 01061
Phone: (413) 585-1675
Fax: (888) 413-9677
E-mail: lodw@comcast.net

- (b) In the case of notice to Buyer:

Holistic Industries, Inc.
24 School Street

Application 2 of 3

E-mail:

Email: skrevalin@baconwilson.com

15. Escrow Agent. The Seller and the Buyer acknowledge that the Escrow Agent also represents the Seller in connection with the transactions contemplated by this Agreement. The Buyer agrees that in the event of any dispute regarding the Deposit, the Escrow Agent shall nevertheless be entitled to continue to represent the Seller. The Seller and the Buyer agree that the Escrow Agent shall not be liable for any action or non-action taken in good faith in connection with the performance by the Escrow Agent of its duties hereunder, but shall be liable only for willful default or acts of bad faith. Without limiting the generality of the foregoing, in the event of any dispute with respect to the delivery of any amounts being held in escrow by the Escrow Agent, the Escrow Agent is authorized to retain such amounts and all interest thereon in its possession, without liability to any person, until such dispute has been settled by mutual agreement of the parties or by a

final order, decree or judgment of a court of competent jurisdiction and the time for appeal has expired and no appeal has been perfected. The Escrow Agent shall not be under any duty to institute or defend any such proceedings. In no event shall the Escrow Agent be required to take any action unless and until indemnified to its satisfaction by the party requesting such action. In the event that the Escrow Agent institutes any declaratory, interpleader or other action, the Seller and the Buyer agree to indemnify and hold the Escrow Agent harmless in equal shares from and against its reasonable costs and expenses and reasonable attorneys' fees incurred in connection therewith, which may be deducted from the Deposit to the extent available. The Escrow Agent has executed this Agreement to indicate its acceptance of the provisions of this Agreement and its agreement to abide by those provisions of this Agreement that are applicable to the Escrow Agent. The execution of this Agreement by the Escrow Agent is not intended to and shall not result in any privity of contract with the Seller, the Buyer or any possible third party beneficiary of this Agreement. The Escrow Agent shall not be paid any fees or other amounts in connection with the performance by the Escrow Agent of its services hereunder.

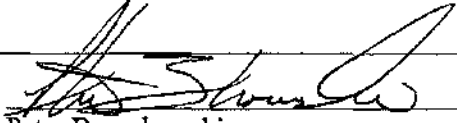
16 The Agreement and this Rider may be executed in multiple counterparts, each of which shall be deemed and original, and all of which together shall constitute a single instrument

SECTION B: EVIDENCE OF INTEREST IN THE DISPENSING PROPERTY
EASTHAMPTON, MA

Application 2 of 3

In witness whereof, Seller and Buyer have signed this Rider as of the date of the Agreement and agree that this Rider and the exhibits attached hereto, if any, form a part of the Agreement.

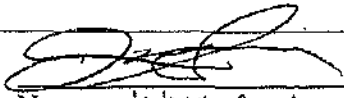
SELLER:

By: 
Peter Boruchowski

BUYER:

HOLISTIC
INDUSTRIES,
INC.

By:


Name: Joshua Genderson
Title: CEO

David Wilensky, Escrow Agent

EXHIBIT A

Bill of Sale

_____, a _____ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to _____, a _____ ("Buyer"), all of the fixtures, equipment and tangible personal property owned by the Seller and located on or used in connection with the real property described on Exhibit A attached hereto (collectively, the "Personal Property"), to have and to hold the Personal Property unto Buyer, its successors and assigns, forever. Seller grants, bargains, sells, transfers and delivers the Personal Property in its "AS IS" condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

Executed under seal this ____ day of ____ 20__.

[SIGNATURE BLOCK]

EXHIBIT B

Assignment and Assumption of Leases

DATE: _____, 20__

ASSIGNOR: _____, a _____

ASSIGNEE: _____, a _____

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of _____, 20__ (the "Purchase Agreement"), wherein Assignor agreed to sell and Assignee agreed to buy that certain real property described on Exhibit "A" attached hereto and the improvements located thereon (the "Property");

WHEREAS, Assignee desires to assume and Assignor desires to assign to Assignee the leases currently existing on the Property, which leases are more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Leases").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. *Assignment.* Assignor conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Leases, and all security deposits and advance payments thereunder, together with the right to receive any and all sums and proceeds arising out of said leases, from and after the date of conveyance of the Property by Assignor to Assignee (the "Conveyance Date"), but reserving unto Assignor all uncollected rent attributable to the period prior to the Closing Date.

2. *Assumption.* Assignee assumes and agrees to be bound by all of Assignor's liabilities and obligations pursuant to the Leases, if any, and agrees to perform and observe all of the covenants and conditions contained in the Leases, from and after the Conveyance Date.

3. *Mutual Indemnification.* Assignee further covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Leases or out of any other facts connected with the Leases, occurring or alleged to have occurred from and after the Conveyance Date. Assignor covenants and agrees to indemnify and hold harmless Assignee for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Leases or out of any other facts connected with the Leases, occurring or alleged to have occurred before the Conveyance Date.

4. *Binding Effect.* This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. *Construction; Definitions.* This Assignment shall be construed according to Massachusetts law. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

6. *Counterparts.* This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

SECTION B: EVIDENCE OF INTEREST IN THE DISPENSING PROPERTY
EASTHAMPTON, MA

Application 2 of 3

DATED as of the day and year first above written.

ASSIGNOR:

[SIGNATURE BLOCK]

ASSIGNEE:

[SIGNATURE BLOCK]

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION FOR
THE CULTIVATION/PROCESSING PROPERTY
MONSON, MA

Application 2 of 3



BOARD OF SELECTMEN

110 Main Street
Monson, Massachusetts 01057

Telephone: 413-267-4100
Fax: 413-267-3726
Website: www.monson-ma.gov

Massachusetts Department of Public Health
250 Washington Street
Boston, Massachusetts 02108

The Board of Selectmen does hereby provide non-opposition to Holistic Industries, Inc. to operate a Registered Marijuana Dispensary in the Town of Monson.

I, Dr. Richard M. Smith, have been authorized to provide this letter on behalf of the Monson Board of Selectmen by a vote taken at a duly noticed meeting held on January 12, 2016

The Monson Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility (specifically, a cultivation/processing facility) is located in a zoning district that allows such use by right or pursuant to local permitting.

Dr. Richard M. Smith - Chairman Monson Board of Selectmen
Name and Title of Individual

Signature

Date

1-25-2016



Mayor Karen L. Cadieux

CITY OF EASTHAMPTON

50 Payson Avenue, Suite 115, Easthampton, MA 01027-2263

Phone 413-529-1470 Fax 413-529-1488

e-mail: mayor@easthampton.org

November 6, 2017

Commonwealth of Massachusetts
Department of Public Health
250 Washington Street
Boston, MA 02108

To Whom It May Concern:

I, Mayor Karen L. Cadieux, do hereby provide non-opposition to Holistic Industries, Inc. to operate a Registered Marijuana Dispensary ("RMD") located at 155 Northampton Street.

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

Sincerely,

Karen L. Cadieux

KLC:ncg