



The Commonwealth of Massachusetts

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

SITING PROFILE:

**Request of for a Certificate of Registration to
Operate a Registered Marijuana Dispensary**

INSTRUCTIONS

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

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

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

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

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

RECEIVED

JUN 01 2016

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

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

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

REVIEW

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

PROVISIONAL CERTIFICATE OF REGISTRATION

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

REGULATIONS

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

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

PUBLIC RECORDS

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

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

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)

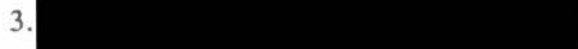
Information on this page has been reviewed by the applicant, and where provided by [REDACTED], is accurate and complete, as indicated by the initials of the authorized signatory here [REDACTED]

SECTION A: APPLICANT INFORMATION1. Massachusetts Patient Foundation, Inc.

Legal name of Corporation



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



Applicant point of contact's e-mail address

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

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

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

	Location	Full Address	County
1	Dispensing	11 Water Street, Suite 3R, Arlington, MA 02476	Middlesex
2	Cultivation	99 Development Road, Fitchburg, MA 01420	Worcester
3	Processing	99 Development Road, Fitchburg, MA 01420	Worcester

☐ 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 [REDACTED], is accurate and complete, as indicated by the initials of the authorized signatory here [REDACTED]

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

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SECTION D: LOCAL COMPLIANCE

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

MPF's dispensary is located at 11 Water Street, Arlington in the B5 District. Under Arlington's Zoning Bylaws, a RMD may operate by Special Permit from the Arlington Redevelopment Board in the Village Business (B3) and Central Business (B5) Zoning Districts. The Arlington Board of Selectmen provided MPF with a letter of non-opposition stating that they had verified with the appropriate local officials that the proposed RMD is located in a zoning district that allows such use by Special Permit. MPF will obtain a special permit and remain compliant with all provisions regarding RMDs in Arlington's Bylaws.

MPF's cultivation and processing facility is located at 99 Development Road, Fitchburg in the Industrial Zoning District. Under Fitchburg's Zoning Bylaws, a medical marijuana cultivation facility is allowed by Special Permit from the Planning Board in the Industrial and Limited Industrial Zoning Districts. MPF will obtain a Special Permit and remain compliant with Section 181.64 of the Fitchburg Zoning Bylaws.

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


SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

Projected Start Date for the First Full Fiscal Year: 01/01/2016

	FIRST FULL FISCAL YEAR PROJECTIONS 20 ¹⁶	SECOND FULL FISCAL YEAR PROJECTIONS 20 ¹⁷	THIRD FULL FISCAL YEAR PROJECTIONS 20 ¹⁸
Projected Revenue	\$0.00	\$4,620,798.00	\$6,665,759.10
Projected Expenses	\$1,783,932.86	\$3,789,681.77	\$5,191,180.96
VARIANCE:	\$ -1,783,932.86	\$ 831,116.23	\$ 1,474,578.14
Number of unique patients for the year	0	1471	2116
Number of patient visits for the year	0	29016	44394
Projected % of patient growth rate annually	---	100%	52.9%
Estimated purchased ounces per visit	0	.455	.455
Estimated cost per ounce	0	350	330
Total FTEs in staffing	9	15	20
Total marijuana for medical use inventory for the year (in lbs.)	0	843	1351
Total marijuana for medical use sold for the year (in lbs)	0	825	1263
Total marijuana for medical use left for roll over (in lbs.)	0	18	88

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

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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.

Signature of Authorized Signatory

6/1/16
Date Signed

Print Name of Authorized Signatory

Chief Operating Officer

Title of Authorized Signatory

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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

6/1/16
Date Signed


Print Name of Authorized Signatory

Chief Operating Officer

Title of Authorized Signatory

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


Signature of Authorized Signatory

6/1/16
Date Signed


Print Name of Authorized Signatory

Chief Operating Officer

Title of Authorized Signatory

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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 certificate of registration.


Signature of Authorized Signatory

6/1/16
Date Signed


Chief Operating Officer

Title of Authorized Signatory

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COMMERCIAL LEASE
PAGE 1COMMERCIAL LEASE
5 Water Street Arlington MA

1. PARTIES LaCourt Enterprises LLC, 30 College Avenue, Somerville MA 02144 (LESSOR) which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to:
- MA 02459 Massachusetts Patient Foundation, Inc, a Massachusetts Corporation, 36 Glen Ave, Newton Center,

(LESSEE), which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES Suite 11-B - 3rd Floor of 11 Water Street as shown on exhibit A - attached

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM The term of this lease shall be for three (3) years and 0 months, commencing on May 1, 2016 and ending on April 30, 2019. LESSEE is obligated to notify LESSOR in writing twelve (12) months prior to the lease ending date of their intention to either quit or renegotiate the lease renewal. In the event the LESSEE fails to notify the LESSOR as noted, then the Holding Over provisions set forth in paragraph 26 of this Lease shall apply after the lease end date on a daily basis and the lease shall be extended on a daily basis until such 12 month notice has expired.

4. BASE RENT The LESSEE shall pay to the LESSOR a base rent at the rate of \$62,500 dollars per year, payable in advance in monthly installments of \$5,208.33 per the attached exhibit "B" Rent Schedule. Payments not received on the first of the month shall bear interest at 12% per year.

Base Rent shall be adjusted annually following CPI:

Based on United States Department of Labor Statistics for Urban consumers [CPI-U] Boston, MA [ALL ITEMS 1982-84 EQUALS 100, or equivalent] over the index for the previous year. Rent will never be lower than the previous year.

5. SECURITY Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$5,208.33 dollars, which shall be held as a security for the LESSEE's performance as herein provided. This lease is subject to the LESSEE's satisfactory compliance with the conditions hereof. In the event the LESSOR is required to draw down the deposit to cover a default under this lease the LESSEE is required to replenish the amount within three (3) days of receipt of written notice.

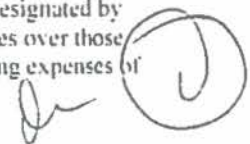
6. RENT ADJUSTMENTS

- A. TAX ESCALATION and

If in any tax year commencing with the fiscal year 2014 to 2015, the real estate taxes on the land buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2014 - 2015 (hereinafter called the Base Year), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, 8.62 percent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year.

- B. OPERATING COST ESCALATION

The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, 8.62 per cent of any increase in operating expenses over those incurred during the calendar year 2015. Operating expenses shall be all operating expenses of



COMMERCIAL LEASE
PAGE 2

LESSOR in connection with the management and operation of the building of which the demised premises are a part and the grounds contiguous to such building and owned by LESSOR, which expenses shall include, but shall not be limited to, the following:

- (1) Cost of operations, maintenance, insurance, cleaning and repairs;
- (2) Cost of repair and maintenance of building equipment and systems such as, but not limited to, security, plumbing, air conditioning, heat, elevator, painting, pointing, roof repair, fire alarm and emergency generator. Payments under service contracts for the above with independent contracts shall be included.
- (3) Cost of snow removal and landscaping;
- (4) Cost of electric, water, sewer, and fuel charges for common areas only.

This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities that are furnished to the leased premises and separately metered and all bills for fuel serving the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold domestic water and reasonable warm and chilled water for heating and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks or equipment of the LESSEE) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of the year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment servicing the leased premises other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR. Such equipment to be removed from premises at LESSEE's expense upon lease termination, or to become LESSOR's property at LESSOR's option.

8. USE OF LEASED PREMISES

Tenant may use, in accordance with applicable laws and licenses the Premises to operate a Registered Marijuana Dispensary in accordance to the governed by-laws of the Commonwealth of Massachusetts and Town of Arlington as a business under the name of Massachusetts Patient Foundation, Inc or other d/b/a or any other lawful retail or office purpose.

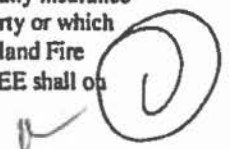
9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive (including smells and odors), or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on

STATE



COMMERCIAL LEASE
PAGE 3

demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE
OBLIGATIONS

A. LESSEE

a.) The LESSEE agrees to maintain the lease premises in good condition as they are at the commencement of the term or as they may be put in during the term of the lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to maintain toilets, electrical and mechanical equipment within or dedicated exclusively to the leased premises, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall be responsible for maintenance of the toilets, the heating and cooling units within the leased premises and the cooling units (if any) on the roof dedicated to the leased premises.

b.) The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, suffer any waste, nor create any odors/ noises in or around the common areas of the building. LESSEE shall obtain written consent of the LESSOR before erecting any sign on the premises.

c.) **CLEANING AND TRASH:** LESSEE is responsible for cleaning, deodorizing, and maintenance of the leased premises as shown on exhibit A, including light bulb replacement and removal of trash to outside trash containers in accordance with local ordinances. LESSEE is responsible for the proper disposal of hazardous materials of the LESSEE. LESSEE shall be responsible for disposing off site all materials other than trash commonly associated with routine cleaning.

d.) **CARPETS:** lessee shall protect carpets by placing protective mats under rolling chairs.

e.) **ADDED COSTS:** It is understood that the LESSOR is concerned about unforeseen added costs associated with a medical marijuana dispensary such as odors, security, other management. In the event that LESSEE's RMD causes the LESSOR to incur the added costs (as described above) in management of the LESSEE's space, then such costs shall be reimbursed or otherwise paid for by the LESSEE. However, LESSEE shall not be responsible for any added costs if they are not reasonable or are not substantiated by the LESSOR.

f.) **LESSEE'S RESPONSIBILITY NUISANCE:** LESSEE shall ensure at all times that its business is conducted in a responsible and professional manner and that its use does not create a nuisance to the other tenants. LESSEE shall be financially responsible to promptly remedy nuisance to other tenants caused by its use, such as odor, unreasonable noise, loitering, smoking, etc.

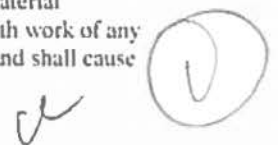
B. LESSOR

a.) The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

b.) LESSOR shall never be liable for any failure to make repairs unless LESSEE has given notice to LESSOR of the need to make such repairs, and LESSOR has failed to commence to make such repairs within a reasonable time after receipt of such notice, or fails to proceed with reasonable diligence to complete such repairs.

12. ALTERATIONS-
ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause



**COMMERCIAL LEASE
PAGE 4**

any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

a) Tenant Improvements. LESSEE shall provide for their own improvements.

**13. ASSIGNMENT-
SUBLEASING**

LESSEE shall have the right to assign or sublet the Premises or a portion of the Premises may be subdivided, providing the LESSEE must first obtain the LESSOR's written consent on each occasion, which shall not be unreasonably withheld, providing it is in accordance with governing laws of the Commonwealth of Massachusetts and Town of Arlington. No assignment or sublease by the LESSEE, nor any consent thereto by the LESSOR or any indulgence or favor at any time granted by the LESSOR from or other dealing with anyone claiming by, through or under the LESSEE, shall relieve the LESSEE from its obligations under this lease.

Nothing herein shall limit or restrict the LESSOR's right to assign its interest in this lease or to sell, transfer, mortgage, or otherwise convey the land and building in which the leased premises are located. If such event shall occur, the seller or transferor shall thereupon be relieved of all obligations and liabilities under this lease arising or occurring after such event, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities thereafter arising or occurring.

**14. SUBORDI-
NATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

**15. LESSOR'S
ACCESS**

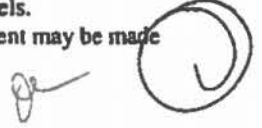
The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation. LESSEE will have control of its own access by means of keys to the building and leased premises. LESSEE shall provide one set of keys to LESSOR for access.

**16. INDEMNIFI-
CATION AND
LIABILITY**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or from any damage resulting from flooding or roof leaks, by any nuisance made or suffered on the leased premises. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be ~~LESSEE'S~~ LESSOR's responsibility.

a.) LESSEE'S INDEMNITY. To the maximum extent this agreement may be made effective according to law, LESSEE agrees to defend, indemnify and save harmless LESSOR from and against all claims, loss, liability, costs and damages of whatever nature arising from any default by LESSEE under this Lease and the following: (i) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the premises (except those due to LESSOR's negligence); (ii) from any accident, injury or damage occurring outside the premises but on the property, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of LESSEE or LESSEE's agents, employees, invitees or independent contractors; or (iii) in connection with the conduct or management of the premises or of any business therein, or any thing or work whatsoever done, or any condition created (other than by LESSOR) in or about the premises; and, in any case, occurring after the date of this lease, until the end of the term of this lease, and thereafter so long as LESSEE is in occupancy of the premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in, or in connection with, any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorney's fees and costs at both the trial and appellate levels.

b.) INJURY CAUSED BY THIRD PARTIES. To the maximum extent this agreement may be made



COMMERCIAL LEASE
PAGE 5

effective according to law. LESSEE agrees that LESSOR shall not be responsible or liable to LESSEE, or to those claiming by, through or under LESSEE, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises or any part of the property or otherwise.

- c.) LESSOR'S LIABILITY. (a) LESSEE specifically agrees to look solely to LESSOR's then equity interest in the property at the time owned, for recovery of any judgement from LESSOR; it being specifically agreed that LESSOR (original or successor) shall never be personally liable for any such judgement, or for the payment of any monetary obligation to LESSEE.

17. LESSEE'S
LIABILITY
INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive liability insurance in the amount of **\$1,000,000.00** damage insurance in limits of **\$1,000,000.00** in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to person or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

WAIVER OF SUBROGATION. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the property is located (even though extra premium may result therefrom) LESSOR and LESSEE mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance than being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

18. FIRE,
CASUALTY-
EMINENT
DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- a.) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or one
- b.) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT
AND
BANKRUPTCY

In the event that:

- a.) The LESSEE shall default in the payment of any installment of rent or sum herein specified and such default shall continue for three (3) days after written notice thereof; or
- b.) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- c.) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, all payments on the lease will be come immediately due, and Lessor may remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The

COMMERCIAL LEASE
PAGE 6

LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12 per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

LESSOR'S DEFAULT. LESSOR shall in no event be in default to the performance of any LESSOR's obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform any such obligations.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at

Mouhab Rizkallah, Manager
LaCourt Enterprises LLC
c/o LaCourt Realty LLC, Management Company
30 College Ave
Somerville MA 02144

or to such other address as to which aforementioned is given.

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, professionally cleaned and in good condition, damage by fire or other casualty only accepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for the loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE
they are duly

The Broker(s) named herein: **Cutler Real Estate & Development/ Hammond Realty** warrant(s) that licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.

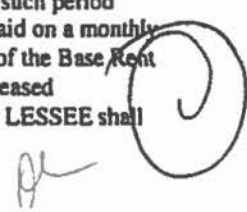
LESSOR and LESSEE each hereby represent and warrant that they have dealt with no broker other than those named above, and agree to indemnify and hold the other harmless against and from any claim or loss, including attorneys fees, threatened against or suffered by the other on account of claims for commission or other compensation alleged to be owed to any other broker.

23. WAIVER

It is also understood and agreed that:

**COMMERCIAL LEASE
PAGE 7**

- (1) Failure on the part of LESSOR to complain of any action or non-action on the part of LESSEE, no matter how long the same may continue, shall never be a waiver by LESSOR of any of the LESSOR's rights hereunder. Further, no waiver at any time of any of the provisions hereof by LESSOR shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of LESSOR to or of any action by the LESSEE requiring such consent or approval shall not be construed to waive or render unnecessary LESSOR's consent or approval to or of any subsequent similar act.
- (2) No payment by LESSEE, or acceptance by LESSOR, of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account of the earliest installment of any payment due from LESSEE under the provisions hereof. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.

24. **NOTICE TO MORTGAGEE OR GROUND LESSOR** After receiving notice from any person, firm or other entity that it holds a mortgage or a ground lease which includes premises, no notice from LESSEE to LESSOR alleging any default shall be effective unless and until a copy of the same is given to such holder or ground lease (provided LESSEE shall have been furnished with the name and address of such holder or ground lessor shall be treated as performance by LESSOR.
25. **WHEN LEASE BECOMES BINDING** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LESSOR and LESSEE. All negotiations, considerations, representations and understandings between LESSOR and LESSEE are incorporated herein and this lease expressly supersedes any proposals or other written documents relating hereto. This lease may be modified or altered only by written agreement between LESSOR and LESSEE, and no act or omission of any employee or agent of LESSOR shall alter, change or modify any of the provisions hereof.
26. **HOLDING OVER** Any holding over by LESSEE after the expiration of the term of lease, including failure to give six months notice per Article 3, shall be treated as a month-to-month tenancy at sufferance at a rate equal to 1-1/2 times the sum of (I) Base Rent and (II) Rent Adjustment Charges in effect on the expiration date, with payments due on the first of the month. LESSEE shall also pay to LESSOR all damages, direct and/or indirect (including any loss of a LESSEE or rental income), sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.
- The LESSOR may, but shall not be required to, and only on written notice to LESSEE after the expiration of the term hereof, elect to treat such holding over as an extension of the term of this Lease for a period of up to one (1) year, as designated by LESSOR, such extension to be on the terms and conditions set forth in this Section, with LESSEE paying the Base Rent in effect at the expiration of the Lease, adjusted by the CPI-U Northeast index as set forth in the Lease, plus Rent Adjustment Charges as set forth in Paragraph 6 of the Lease.
27. **BASE RENT** Under no circumstances shall the Base Rent which is due for any twelve (12) month period during the Lease Term be less than the Base Rent which is due during the prior twelve (12) month period. The Base Rent which is calculated pursuant to this section shall be in addition to other amounts due under this lease including, but not limited to, amounts due pursuant to the provisions of section 6 Rent Adjustments.
28. **RETROACTIVE ADJUSTMENTS** If at the commencement of any twelve- (12) month period, the Base Rent due during such period cannot be determined, the LESSEE shall pay to LESSOR the amount of Base Rent paid on a monthly basis during the prior twelve (12) month period until LESSOR notifies the LESSEE of the Base Rent due in such current twelve (12) month period, whereupon the Base Rent shall be increased retroactively to the commencement of such current twelve (12) month period and the LESSEE shall
- 

COMMERCIAL LEASE
PAGE 8

pay the LESSOR any rent due during such twelve (12) month period from the commencement of same which has not been previously paid.

29. **PARKING** 1 spaces will be designated for the use of the Lessee at a rate of 175.00 per month. Such use shall be at LESSEE's risk. Any other parking by Lessee's employees on the streets of the Town of Arlington shall conform to Off-Street Parking Requirements of the Town of Arlington By-Law Section 8.01 and shall be achieved by purchasing monthly parking stickers from the Town or the equivalent.
30. **SIGNAGE** The LESSEE will pay for and LESSOR will coordinate building standard lobby and exterior signs. The LESSEE may install its own suite signs, subject to LESSOR's approval.
31. **MISCELLANEOUS**
- a) Attached exhibit "A" - Floor plan.
 - b) Attached exhibit "B" - Rent Schedule.
 - c) Attached exhibit "C" - None
 - d) The Lessee shall have the option to renew this lease for Five (5) additional periods of 3 years each at a price per foot of 5% above the average then monthly rental rate per foot being paid at the premises. Failure to provide notice to quit per Article 3 shall trigger Holding Over provisions.
 - e) Joint & Several Liability. Inasmuch as LESSEE is comprised of more than one party, each such party shall be jointly and severally liable for LESSEE'S obligations under this lease.
 - f) Intentionally removed
 - g) Lessee shall be solely responsible for any buildout needs. All construction must be fully permitted and in compliance with all governing laws. Lessor must approve all construction prior to commencement. Approval will not be unreasonably withheld.

set their hands and seals this 14th day

LESSOR Mouhab Z. Rizkallah, Manager
LaCourt Enterprises LLC

PERSONAL GUARANTEE

In consideration of the execution by the LESSOR at the request of the undersigned of the aforementioned Lease and of one dollar (\$1.00) paid to the undersigned by the LESSOR, the undersigned hereby joint and severally guarantee to the LESSOR and the heirs, successors and assigns of the LESSOR, the punctual performance by the LESSEE and the legal representatives, successors and assigns of the LESSEE of all the covenants and agreements in said Lease on the LESSEE'S part to be performed or observed, done and notice of default being hereby waived.

by the undersigned on the day and year first written in said Lease.

ly and individually

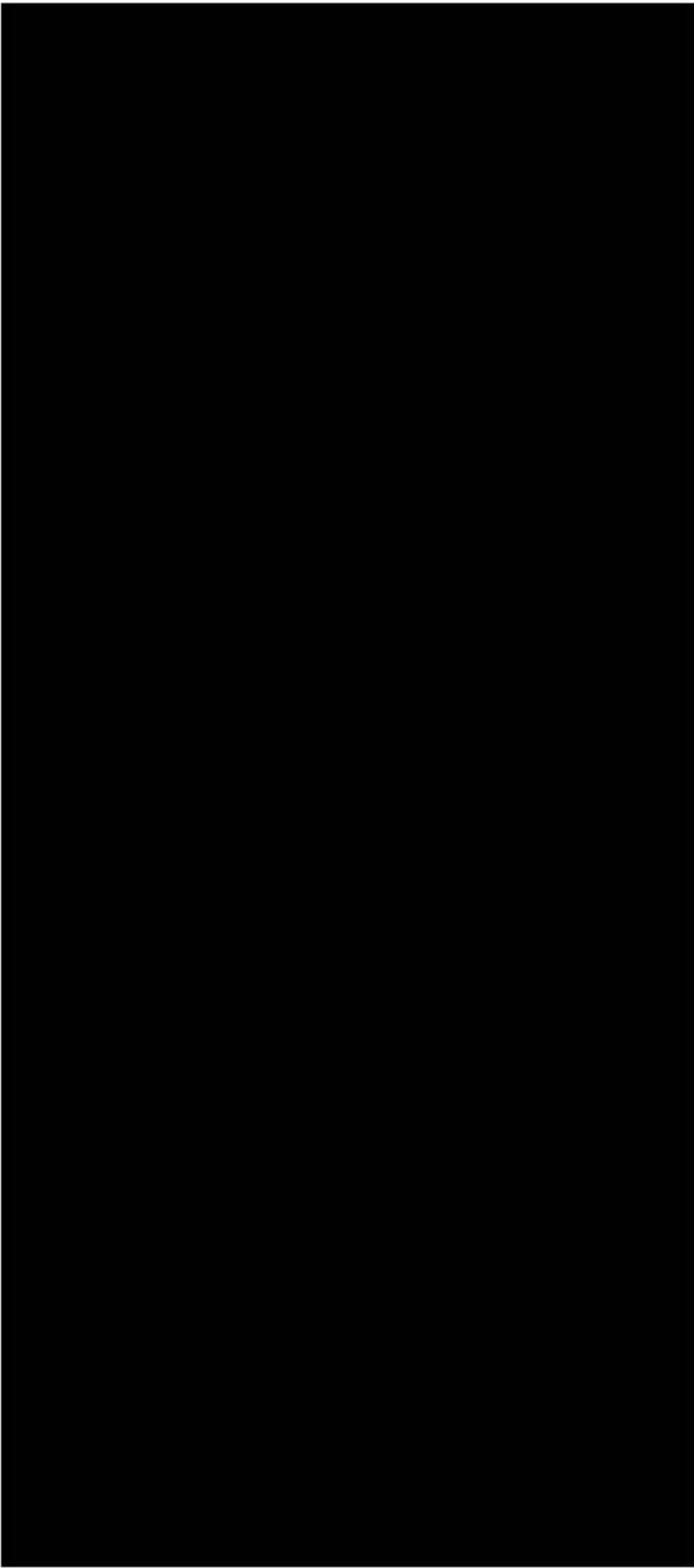
"EXHIBIT B"**M P Foundation Unit 11-B**

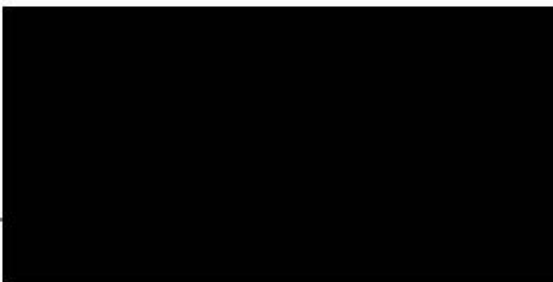
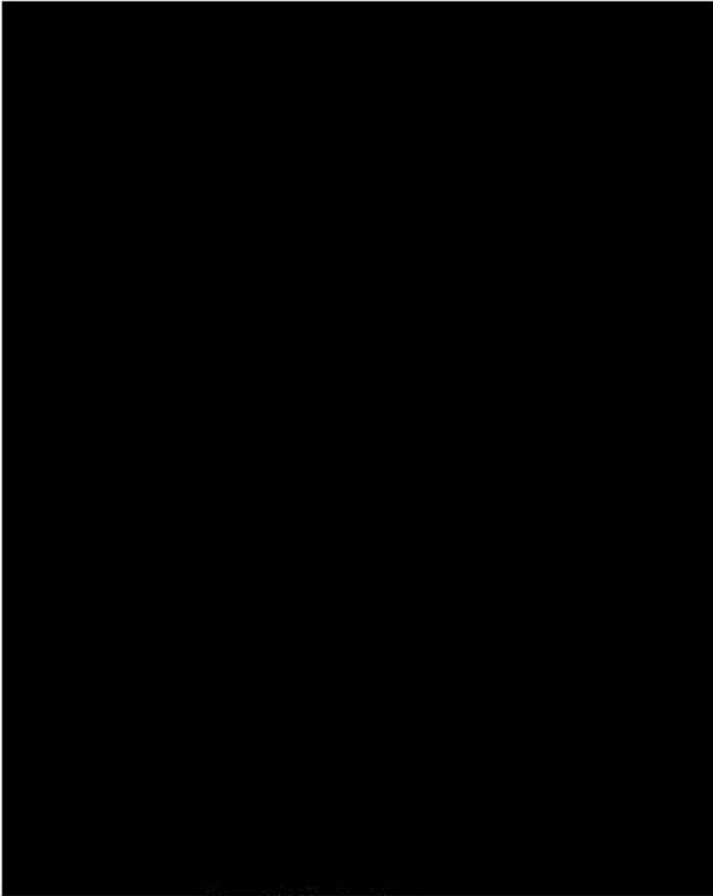
SF = 2500						MONTHLY
YEAR	\$/SF	ANNUAL UNIT RENT	MONTHLY UNIT RENT	MONTHLY PARKING RENT	TOTAL RENT	
MAY 1st						
2016	\$ 25.00	\$ 62,500.00	\$ 5,208.33	\$ 175.00	\$ 5,383.33	
2017	CPI Increase	TBD	TBD	\$ 175.00	TBD	
2018	CPI Increase	TBD	TBD	\$ 175.00	TBD	

Handwritten signature and a circular stamp or seal.









A handwritten signature in black ink is located in the bottom right corner of the page.

**Massachusetts Patient Foundation, Inc.
36 Glen Ave
Newton, MA 02459**

May 22, 2016

BINDING LETTER OF INTENT (LOI)

Massachusetts Patient Foundation, Inc. is pleased to present an outline of the binding terms and conditions for a lease, subject to a formal executed lease ("Lease"). The terms of the Lease are outlined in this LOI.

<u>LESSOR:</u>	Chemdema RE, LLC
<u>LESSEE:</u>	Massachusetts Patient Foundation, Inc.
<u>PREMISES:</u>	The property at 99 Development Rd, Fitchburg, MA 01420, including approximately a 102,000 sq ft structure and excluding 4,000 feet from "Building 15."
<u>PERMITTED USE:</u>	Lessee may use the Premises, in accordance with applicable laws and licenses, to operate a Registered Marijuana Dispensary ("RMD") cultivation or any other lawful use.
<u>OPTION PERIOD:</u>	For a period of seven (7) months, June 1, 2016 through December 31, 2016, following full execution of this LOI (the "Option Period"), Lessee shall have the exclusive right and option to lease the Premises from the Lessor (the "Option"). Such Option shall be exercised, if at all, upon written notice to Lessor given prior to the expiration of the Option Period. Lessor may accept back up offers during the Option Period but may not accept back up offers from any RMD applicants, prospective or current RMDs or any marijuana related businesses.
<u>OPTION PAYMENT:</u>	

Lessee will make no payment for the Option.

TERMINATION:

Notwithstanding any provision contained herein to the contrary, Lessee shall have the right to terminate this LOI upon written notice given to Lessor at any time during the Option Period (herein "Termination Notice") that Lessee has elected to terminate this LOI. This Option will automatically terminate once and if Lessee is successfully Sited by the Department of Public Health to cultivate at the Premises ("Successful Termination"). Upon such Successful Termination, the Parties will enter into a formal lease.

LEASE TERM:

Five Years

RENT:

\$10 per square foot per year with 2% annual increases or CPI, whichever is greater plus Triple Net Expenses (NNN).

ADDITIONAL TERMS:

Two additional 5 Year terms with the same 2% annual increases or CPI, whichever is greater.

PERMITTED USE
CONTINGENCIES:

Notwithstanding any provision contained in this LOI to the contrary, Lessor and Lessee hereby agree in the event that at any time during the Term of the Lease: (A) despite due diligence and good faith efforts, Lessee shall at any time during the term of the Lease fail to obtain final registration from the Department of Public Health or (B) Lessee shall fail to obtain from the governing authorities any required zoning approval; use variance; use or special use permit to operate in the Premises for the Permitted Use or (C) Lessee shall receive documentation from governing authorities or legal opinion letter reasonably satisfactory to Lessee evidencing that the contingencies

specified in (A) and (B) above shall not likely be satisfied by Lessee, then, Lessee shall have the right to provide written notice to Lessor of such failure or evidence and upon providing such written notice to Lessor (herein "Permitted Use Contingency") then Lessee shall have the right to change the use of the Premises from the Permitted Use to any a use which is lawful for any retail purpose and shall further have the right to assign or sublet the Premises for such change of use or cancel the remaining Lease with no further obligations from the Lessee to the Lessor. This Permitted Use Contingency shall be provided and further specified in the Lease between the parties.

ASSIGNMENT AND SUBLETTING:

Lessee shall have the right to assign the lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Lessee; (b) any entity succeeding to the business operated by the Lessee at the Premises; or (c) any subsidiary or affiliate of Lessee. Any other assignment or sublease will require the prior written consent of the Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

UTILITIES:

100% Lessee

REAL ESTATE TAXES:

100% Lessee

MAINTENANCE:

(Leasable space) Int. A/C, Plumbing
(Roof, Exterior Structure)

100% Lessee
100% Lessor

REPAIRS:

(Leasable space) Int. A/C, Plumbing
(Roof, Exterior Structure)

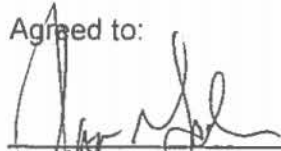
100% Lessee
100% Lessor

<u>INSURANCE:</u> (Lessor property & liability)	100% Lessee
<u>ALL OTHER OPERATING EXPENSES:</u>	100% Lessee
<u>PARKING:</u>	Lessee may use all available parking spaces at the Premises
<u>BUILD-OUT ALLOWANCE:</u>	Lessee's responsibility
<u>IMPROVEMENTS:</u>	All improvements therein to be approved by the Lessor and not to be unreasonably withheld or restricted. All workers to be licensed and insured. All work to be performed according to BOCA and permitted. Lessee shall abide by all local and state laws and ordinances.
<u>SIGNAGE:</u>	Lessee shall have control over and be able to place signage at the Premises in accordance with local regulations.
<u>PERMITS:</u>	Lessee's obligation
<u>SECURITY DEPOSIT:</u>	Three (3) month's rent
<u>LEASE START:</u>	Lessee's Lease will begin on January 1, 2017. The Lease can begin earlier than January 1, 2017 upon Lessee's execution of the Option.
<u>CONFIDENTIALITY:</u>	The Parties agree that the information set forth herein is intended to be private and confidential between the parties executing this Binding Letter of Intent and shall not be disclosed to third parties without the written consent of each party to this transaction; provided, however, that the terms of this Binding Letter of Intent may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said

parties for purposes incidental to this agreement or to the conduct of business by said parties.

The Parties shall be bound by the terms of this LOI and the formal Lease shall incorporate the terms within this binding LOI. Both parties hereby agree to enter into a 30-day binding arbitration process in the Commonwealth of Massachusetts, should there be disagreement on any specific terms of the lease.

Agreed to:



Chemdema RE, LLC

Being duly authorized

By its MANAGING PARTNER

Agreed to:



By its manager

OFFICE OF THE BOARD OF SELECTMEN

KEVIN F. GREELEY, CHAIR
DIANE M. MAHON, VICE CHAIR
DANIEL J. DUNN
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

March 2, 2016

Massachusetts Patient Foundation, Inc.
c/o Daniel Karten
36 Glen Avenue
Newton, MA 02459

Re: Letter of Non-Opposition for Massachusetts Patient Foundation, Inc.

Dear Mr. Karten,

The Board of Selectmen voted 4-0 at a duly posted public meeting on Monday, February 22, 2016, to provide this letter of non-opposition to operate a Registered Marijuana Dispensary ("RMD") in the Town of Arlington.

The Board of Selectmen has verified with the appropriate local officials that the proposed RMD is located in a zoning district that allows such use by right and or is pursuant to local permitting and review by all the applicable local regulatory boards, committees and or commissions.

Finally, this letter of non-opposition is contingent upon the execution of a Community Host Agreement between the Town of Arlington and Massachusetts Patient Foundation, Inc.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Kevin F. Greeley".

Kevin F. Greeley
Chairman



The City of Fitchburg
Massachusetts
OFFICE OF THE MAYOR

STEPHEN L. DINATALE
MAYOR

166 BOULDER DRIVE
FITCHBURG, MA 01420
TEL. (978) 829-1801

AARON TOURIGNY
CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

May 27, 2016

Massachusetts Patient Foundation, Inc.
Attn: Daniel Karten
36 Glen Avenue
Newton, MA 02459

Dear Mr. Karten,

I, Stephen L. DiNatale, Mayor of the City of Fitchburg, do hereby provide this letter of non-opposition to the Massachusetts Patient Foundation, Inc. to operate a Marijuana Cultivation/ Processing center in the City of Fitchburg, MA.

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.

Stephen L. DiNatale Mayor
Name and Title of Individual

Stephen L. DiNatale
Signature

5/27/16
Date