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RECEIVED

February 22, 2018

FEB 23 2018

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

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

Re: Silver Therapeutics, Inc.
Siting Profile

Dear Department Staff:

I am the Chief Executive Officer of Silver Therapeutics, Inc. ("STI"). Enclosed, please find a complete Siting Profile consisting of the following:

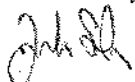
1. Fully Executed Original Siting Profile Application;
2. Original Letter of Non-Opposition for Williamstown, dispensary location;
3. Copy of Lease for 238 Main Street, Williamstown, dispensary location;
4. Original Letter of Non-Opposition for Orange, cultivation and processing location; and
5. Copy of Irrevocable Option to Lease for 158 Governor Dukakis Dr., Orange, cultivation and processing location.

In addition, please be advised that the following changes have been made to the management team since the Management and Operations Profile was approved by the DPH.

1. Brendan McKee is replacing William Bischoff as the CFO;
2. Joshua Ferranto is replacing John West as the Individual responsible for marijuana for medical use cultivation operations.

In light of the above management changes, Character and Competency and Educational Background forms are enclosed for Brendan McKee and Joshua Ferranto along with their background check authorizations in a sealed packet. In addition, revised Page Nos. 10, 11, 12 and 13 to the Management and Operations Profile are enclosed.

Sincerely,



Joshua Silver



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

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

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370

www.mass.gov/medicalmarijuana

SITING PROFILE:

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

INSTRUCTIONS

This application form is to be completed by an entity 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 ("Department") to submit a *Siting Profile* ("applicant").

If invited by the Department to submit more than one *Siting Profile*, the applicant 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 labeled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided on 8 ½" x 11" paper, 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 or updates to the submitted application materials are needed. The Department will notify the applicant whether it has met the standards necessary to receive a Provisional Certificate of Registration.


PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants must receive a Provisional Certificate of Registration from the Department within 1 year of the date of the invitation letter from the Department to submit a *Siting Profile*. If the applicant does not meet this deadline, the application will be considered to have expired. Should the applicant wish to proceed with obtaining a Certificate of Registration, a new application must be submitted, beginning with an *Applicant of Intent*, together with the associated fee.

REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100, as well as materials posted on the Medical Use of Marijuana Program website: www.mass.gov/medicalmarijuana.

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.

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: 

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).

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
- Evidence of interest in property, by location (as outlined in Section B)
- Letter(s) of 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: JS

SECTION A: APPLICANT INFORMATION

1. Silver Therapeutics, Inc.
Legal name of Applicant Corporation


2. 82 Wendell Ave., Suite 100 Pittsfield, MA 01201
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)

3. Joshua Silver, CEO
Applicant Corporation's point of contact (name of person Department should contact regarding this application)

4. (518) 570-9067
Point of contact's telephone number

5. joshuaasilver@gmail.com
Point of contact's e-mail address

6. Number of applications: How many *Siting Profiles* does the applicant intend to submit? 1

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

SECTION B: PROPOSED LOCATION(S)

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

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

	Location	Full Address	County
1	Dispensing	238 Main Street, Williamstown, MA 01267	Berkshire
2	Cultivation	158 Governor Dukakis Dr., Orange, MA 01364	Franklin
3	Processing	158 Governor Dukakis Dr., Orange, MA 01364	Franklin

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: JS

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. The letter must be dated on or after the date that the applicant’s *Application of Intent* was received by the Department.

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 applicant corporation*] 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 applicant corporation*] to operate a Registered Marijuana Dispensary (“RMD”) 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 applicant 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.

Silver Therapeutics, Inc.'s proposed RMD dispensary at 238 Main Street, Williamstown, is located in a "Planned Business" zoning district where RMD use is permitted upon receipt of a Special Permit from the Board of Appeals. The proposed RMD dispensary is greater than 500 feet from the nearest school, daycare center, or any facility in which children commonly congregate.

Silver Therapeutics, Inc.'s proposed RMD cultivation and processing facility at 158 Governor Dukakis Dr., Orange, is located in a "B" zoning district where it is considered a "Manufacturing, Bulk Storage or Warehousing with greater than 10,000 sq. ft. of enclosed floor area" and permitted upon receipt of a Special Use Permit from the Planning Board.

Furthermore, Silver Therapeutics, Inc. will work cooperatively with its host municipalities' local officials to ensure compliance with all local codes and zoning bylaws.

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

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

Projected Start Date for the First Full Fiscal Year: 01/01/2018

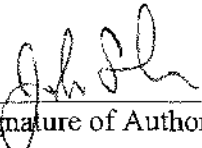
Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS <u>2019</u>	SECOND FULL FISCAL YEAR PROJECTIONS <u>2020</u>	THIRD FULL FISCAL YEAR PROJECTIONS <u>2021</u>
Projected Revenue	\$ 609,864.00	\$ 682,167.00	\$ 727,644.00
Projected Expenses	\$ 781,395.00	\$ 558,371.00	\$ 313,788.00
VARIANCE:	-\$ 171,531.00	\$ 123,796.00	\$ 413,858.00
Number of unique patients for the year	175	241	323
Number of patient visits for the year	4,200	5,784	7,752
Projected % of patient growth rate annually	---	37.0	34.0
Estimated purchased ounces per visit	0.25	0.25	0.25
Estimated cost per ounce	\$ 350.00	\$ 300.00	\$ 300.00
Total FTEs in staffing	18	26	32
Total marijuana for medical use inventory for the year (in lbs.)	135	186	248
Total marijuana for medical use sold for the year (in lbs)	131	180	242
Total marijuana for medical use left for roll over (in lbs.)	4	6	6

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

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ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant, 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.



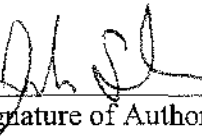
Signature of Authorized Signatory

02/22/2018
Date Signed

Joshua Silver
Print Name of Authorized Signatory

CEO
Title of Authorized Signatory

I, the authorized signatory for the applicant, hereby attest that the applicant 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

02/22/2018
Date Signed

Joshua Silver
Print Name of Authorized Signatory

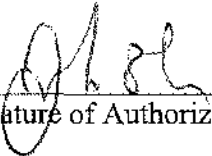
CEO
Title of Authorized Signatory

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Application 1 of 1

Applicant Corporation Silver Therapeutics, Inc.

I, the authorized signatory for the applicant, hereby attest that if the corporation is approved for a provisional certificate of registration, the applicant 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

02/22/2018
Date Signed

Joshua Silver
Print Name of Authorized Signatory

CEO
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: JS



OFFICE OF TOWN MANAGER

Jason Hoch | jhoch@williamstownma.gov | 413.458.3500

31 North Street, Williamstown, MA 01267 | www.WilliamstownMa.gov

12 February 2018

I, Jason Hoch, do hereby provide non-opposition to Silver Therapeutics to operate a Registered Marijuana Dispensary ("RMD") in Williamstown.

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.

Jason Hoch
Town Manager

COMMERCIAL LEASE AGREEMENT

THIS INDENTURE, made this 11th of September 2017, by and between **Fengshun Williamstown LLC** of 844 Massachusetts Avenue, Lexington, MA 02420 hereinafter called the "Lessor" or "Landlord", which expression shall include Lessor's successors and assigns where the context so admits, and **Silver Therapeutics, Inc.**, having a mailing address of 89 Court Street, Saratoga Springs, NY 12866, a Massachusetts corporation (hereinafter referred to as the "Tenant" or "Lessee"), which expression shall include Tenant's successors and assigns where the context so admits:

WITNESSETH

FOR AND IN CONSIDERATION of rent reserved hereunder and the covenants, agreements and provisions herein contained to be paid, performed and observed by the said tenant, the Tenant does hereby lease and take from the Lessor, for the term, at the rentals and additional rents and on the terms, conditions and limitations herein contained, and with the rights, exceptions and reservations herein set forth, the demised premises hereinafter described.

AND the Lessor and Tenant do hereby further mutually covenant and agree as follows:

1.0 DEMISED PREMISES

The premises demised hereunder, herein called the premises is the property now known and numbered as **238 Main Street, Williamstown, MA 01267** comprise of one unit of approximately 704 sq. ft. (hereinafter referred to as the "Premises")

"Building" shall refer to the building known and numbered as Colonial Plaza, 224-260 Main Street, Williamstown, Massachusetts of which the Premises are a part and further described in a deed recorded with the Berkshire County North District Registry of Deeds.

2.0 TERM

The term of this lease shall commence on **September 11, 2017** and terminate on **August 31, 2018**, unless sooner terminated or extended as hereinafter provided. The Tenant shall have the option to extend this lease as hereinafter provided. **The Tenant shall be able to occupy the Premises upon (a) execution of the lease, guaranty, subordination and estoppel certificate, (b) satisfaction of the Tenant's Insurance Requirements set forth in Paragraph 6.0, and (c) payment of the rental as provided herein.**

2.1 EARLY TERMINATION

Tenant may terminate the lease, without penalty, but without refund of rent paid provided the Tenant has diligently pursued permits for its business – **Marijuana Dispensary** – but the permit is denied by the Commonwealth of Massachusetts and/or the Town of Williamstown.

2.2 OPTION TO EXTEND TERM

Tenant shall have the option to extend the term of this Lease for the Extension Term(s), provided (1) no material default in the obligations of the Tenant under this Lease shall exist at the time such option is exercised and (2) Tenant shall give notice to Lessor of its exercise of such option not less than two months (2) months prior to the expiration of the original or then extended term, as the case may be. All of the terms and provisions of this lease shall be applicable during the Extension Term(s), except that Tenant shall have no option to extend the Lease beyond the Extension Terms.

Upon issuance of Tenants required permits, Tenant shall be permitted to convert the original lease to a two year term with a termination date of August 31, 2019. The Tenant shall have the option to extend the lease for Seven (7) additional two-year periods.

3.0 RENT

Except for the first years rent which shall be paid in full and in advance upon execution of the Lease but reduced by \$542.46 for September 2017 proration, Tenant shall pay rent to the Lessor at the address of the Lessor or at such other place, or to such other person or entity, as Lessor may by notice to Tenant from time to time direct, at the Annual Fixed Rental Rate set forth below, in equal installments equal to 1/12th of the Annual Fixed Rental Rate in advance of the first day of each calendar month, included in the term, and for any portion of a calendar month at the beginning or end of the term, at that rate payable in advance such portion.

Tenant shall pay, as additional rent, a late charge equal to five percent (5%) of the amount of any Fixed Rent or other charges not paid within ten (10) days of the due date hereunder.

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1st year	\$18,000.00	\$1,500.00
2nd year	\$18,000.00	\$1,500.00

Tenant should pay a security deposit of **\$2,000.00** with the payment of the first month's rent. The Landlord is under no obligation to segregate or hold in a separate account the security deposit paid.

RENT SHALL NOT BE PAID IN CASH. ALL RENT AND ADDITIONAL RENT PAYMENTS SHALL BE BY BANK CHECK OR WIRE TRANSFER.

3.1 OPTION TERM RENT

(a) Option Period:

The base rent for each successive year after the initial term shall be subject to an annual increase of three (3%) percent above the prior year's rent.

4.0 ADDITIONAL RENT

A. COMMON AREA MAINTENANCE.

Tenant shall further pay, **as set forth in the following Schedule**, for any and all charges, cost and expenses of every kind and nature paid or incurred in operating, managing, equipping, policing, securing, lighting, servicing, insuring, repairing, altering, improving and maintaining the Building and associated parking lot, including without limiting the generality of the foregoing: water/sewer bills, premiums for commercial, fire and workman's compensation insurance; supplies, repairs of any nature or kind and maintenance costs of any nature or kind, all as hereinafter described (herein called "Additional Rent")

Tenant agrees that it shall also pay as Additional Rent any and all sums which may become due the Lessor by reason of the failure of the Tenant to comply with any of its covenants in this lease, including without limiting the generality of the foregoing, and all damages, costs, expenses and liabilities (including reasonable attorney's fees) which Lessor may suffer or incur by reason of such failure or any other default of Tenant hereunder or in connection with any claims or proceedings brought thereon or in defense thereof.

The **Fixed Price** Schedule for Additional Rent is as follows:

<u>Year</u>	<u>Monthly CAM</u>
1 st year	\$100.00
2 nd year	\$100.00

Landlord shall reset the CAM for each additional rent term after receiving the notice of extension from the Tenant as provided herein. Tenant may withdraw his extension notice if Tenant rejects the CAM for the next rental period.

B. UTILITIES

Tenant shall be responsible to pay for all charges for water, sewer, gas, electricity, and other utilities or services used or consumed in the Premises. Lessor shall not be responsible for any interruption or failure in the supply of any such utilities to the premises.

5.0. TAX ESCALATION: intentionally deleted.

6.0 LESSEE'S LIABILITY INSURANCE:

Tenant shall, maintain throughout the Term the following Insurance:

(a) To maintain with responsible companies approved by Lessor (said approval not to be unreasonably withheld), (i) comprehensive general liability insurance against all claims, demands or actions for bodily injury or property damage to the limits of not less than \$1,000,000.00, including products liability and dram shop insurance, with broad form endorsement, arising from, related to, or in any way connected with the conduct and operation of Tenant's business on the premises, or caused by actions or omissions to act, whether there is a duty to act, of Tenant, its agents, servants and contractors, which insurance shall name Lessor, its agents and employees as additional insured's; (ii) if there is a boiler or refrigeration equipment or pressure object or other similar equipment in the premises, boiler and machinery insurance written on comprehensive form basis to the limit of \$50,000; (iii) all insurance required by the Commonwealth of Massachusetts for **Marijuana Dispensary**; and (iii) workers' compensation, disability and such other similar insurance covering all persons employed in connection with Tenant. All of said insurance shall be on an occurrence basis and in form reasonably satisfactory to Lessor and shall provide that it shall not be subject to cancellation, termination or change except after at least thirty (30) days' prior written notice to Lessor. Said insurance policies shall insure the LESSOR as well as the LESSEE and the LESSEE shall deposit with the LESSOR certificates of insurance at or prior to the commencement of the term.

(b) Tenant further agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise.

(c) Tenant further agrees that there will be no reduction in the amount of the insurance hereinabove specified without the advance written consent of the Lessor, and the certificates of insurance on the coverage hereinbefore specified shall be mailed to Lessor and no change or cancellation of policy shall take place unless thirty (30) day notice of same is mailed, by certified or registered mail, to Lessor by the respective insurance company.

(d) Tenant will obtain and maintain such safety certificates as may be required by the insurance company and such other permission to operate from the Commonwealth of Massachusetts or the municipality having any or all jurisdiction over the same and a copy shall be furnished to Lessor.

(e) The LESSEE shall not permit any use of the Premises which will make voidable any insurance on the Building of which the 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 demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the Premises.

(f) Notwithstanding the foregoing, Tenant does not have to provide proof of insurance until the Tenant begins its fit-out / improvement / alteration of the Premises. Prior to submitting to Landlord proof of insurance, Tenant may not occupy the Premises. Prior to submitting to Landlord proof of insurance, Tenant may only access the premises for measurements in preparation for site plan drawings.

7.0. USE OF PREMISES

It is understood and Tenant so agrees that the "Premises", during the term hereof, shall be used and occupied by Tenant only as and for the purpose of operating a **Marijuana Dispensary**. No other use or transaction may be conducted on said Premises without the written consent of the Lessor. Tenant's use of the Premises as a **Marijuana Dispensary** is conditioned upon Tenant obtaining all required permits to allow such use. Lessor shall not be responsible for obtaining such permits and shall not be liable to Lessee for any loss or damage incurred by Lessee as a result of the Lessee's failure to comply with or inability to obtain proper permits or zoning.

8.0 MAINTENANCE, REPAIR AND POLICING

(a) All maintenance, repairs of the Premises of any kind or nature whatsoever and whenever occurring during the term of this Lease, shall be the sole responsibility of the Tenant. Tenant further covenants that throughout the term of this Lease it will, at Tenant's sole cost and expense, keep neat and clean, police, repair and maintain in good order, condition and repair and replace if necessary the Premises, and that it will take good and proper care of and replace if necessary fixtures, improvements, now or at any future time made in, at or upon the Premises, and further including, without limiting the generality of the foregoing, any and all doors, windows, fixtures, and interior walls, surfaces, floors, ceilings, signs, wiring, electrical and other utility systems, plumbing, rubbish and internal toilet and sewage facilities, heating and air-conditioning equipment, building appliances and similar facilities and equipment; and Tenant further agrees that it will not do or suffer any waste with respect thereto and that it will promptly, at Tenant's own cost and expense, make all necessary repairs of any nature whatsoever, or replacements, seen as well as unforeseen, needed to keep and maintain the Premises in their present or improved state, reasonable wear and

tear excepted, and in a clean, sanitary and safe condition in accordance with Federal laws, and with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Williamstown, Massachusetts, and in accordance with all directions, rules and regulations of the Health officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover; and Tenant further agrees that it will, at its own expense, repaint, refurnish, or remodel the Premises from time to time, to assure that the same are kept in a first-class rentable and attractive condition through the term of this Lease. Tenant acknowledges that the Premises and all of its component parts as described above are in good condition as of the inception of this Lease.

(b) Common Areas

Any damage whatsoever caused to the common areas as a result of Tenant's negligence, or responsibility, including Tenant's licensees or invitees, shall be repaired by Lessor at the sole cost and expense of Tenant. Notwithstanding whether the Lease is continued or terminated as hereinbefore provided, Tenant shall forthwith assign over to Lessor the full amount of any insurance proceeds received by or due to Tenant for any of the foregoing common areas.

9.0 ALTERATIONS AND IMPROVEMENTS

(a) Tenant shall have the right at any time and from time to time to make, at its sole cost and expense, changes, alterations, additions and improvements to the interior of the Premises subject to the requirement that in each instance it shall obtain the advance written consent of the Lessor, and subject to the further requirement that any such changes, alterations, additions/improvements should be made promptly and in a good and first-class, skillful and workmanlike manner and in compliance with all applicable building and zoning laws, municipal permits and authorizations, and of all laws, ordinances, orders, rules and regulations of any governmental authority having jurisdiction. All renovations shall be the sole responsibility of Tenant and shall be made at the sole expense of Tenant. Tenant shall submit all construction plans and drawings to Lessor for any renovations prior to commencement of work. No renovations shall be made to the exterior of the Premises.

(b) Tenant further agrees that it shall not permit any mechanics' or materialmen's lien or other lien to stand against the Premises.

(c) Tenant further agrees that any and all changes, alterations, additions, improvements and fixtures which may be made or installed by Tenant in, at or upon the Premises and which in any manner are attached to the land, foundations, paving, floors, walls, ceilings or roofs at the termination of this lease same shall be surrendered with the Premises as a part thereof without disturbance, molestation or injury.

(d) Tenant is responsible to renovate the premises to ensure that the smell of marijuana does not migrate to the adjacent premises and / or Building.

(e) Tenant shall commence its approved fit out/ improvement/alterations to the Premises within thirty (30) days of its receipt of the required State and Local permits required to operate a Marijuana Dispensary.

10.0 INDEMNITY

(a) To the fullest extent provided by law and except for Lessor's own negligence, Tenant shall defend and save Lessor harmless and indemnified for all injury, loss, claims, fines or damage (including reasonable attorneys' fees and disbursements incurred by Lessor in conducting an investigation and preparing for and conducting a defense) to any person (including but not limited to other Tenants at the Premises) or property, arising from, related to, or in any way connected with the use or occupancy of the premises or the conduct or operation of Tenant's business.

(b) Except for Lessor's own negligence, Tenant further agrees to use and occupy the Premises and the streets, ways, parking lots, sidewalks, driveways or curbs in front of or adjacent thereto, at its own risk and agrees that nothing contained in this lease shall be construed to create a partnership or joint venture relationship between the Lessor and Tenant.

(c) Except for Lessor's own negligence, Tenant further agrees that Lessor shall not in any way whatsoever be responsible or liable to Tenant or to those claiming by, through or under Tenant, for any loss or damage, including loss of profits or consequential damages, that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises or adjacent to or connecting with the premises demised hereunder or any part of the building of which the demised premises are a part, including the streets, ways, parking lots, sidewalks, driveways or curbs in front of or adjacent thereto, or otherwise, or for any loss or damage, including loss of business or consequential damages, resulting to Tenant or those claiming by, through or under Tenant, or its or their person or property, from the bursting, stopping, accumulation or leaking of water, gas, sewer, steam pipes, snow and ice, wind, failure of equipment, broken glass, water or otherwise. Tenant agrees to indemnify and hold harmless the Lessor for any loss or damage arising out of the Tenant's failure to remove snow, ice or debris from the sidewalk, entry way or roof.

(d) The foregoing provisions of this Article (as well as any and all other provisions dealing with indemnity and the like by Tenant of the Lessor shall be deemed to be modified in each case by the insertion in the appropriate place of the language; "except as otherwise provided in Mass. Gen L. Ter. Ed. c. 186, 15".

11.0 LESSOR'S ACCESS TO PREMISES

Lessor shall have the right to enter upon the Premises and property appurtenant thereto at all reasonable hours for the purpose of inspecting the same, or the Building of which they are a part, provided such inspection shall not interfere with the business of the Tenant. If repairs are required

to be made by Tenant pursuant to the terms hereof, Lessor may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Lessor may (but shall not be required to do so), make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Lessor makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Lessor the cost thereof, which cost shall be deemed and collectible as Additional Rent and shall bear interest at the rate of twelve (12%) percent per annum from the date of such payment by Lessor, and if there shall be a default in such payment, Lessor may elect to exercise the remedies provided in the paragraph hereof entitled "LESSOR'S REMEDIES".

12.0 ACCEPTANCE OF PREMISES

The Tenant has leased the Premises and appurtenances thereto after a full and complete examination of the same, including all of its present uses, and accepts the same in the condition or state in which they or any part thereof now are, without any representation or warranty, either express or implied, in fact or by law, on the part of the Lessor, and without recourse, to Lessor as to the nature, condition, or the usability thereof, or the use or uses which the demised premises or appurtenances, or any part thereof, may be put. Tenant acknowledges the Premises and all of its component parts are in good condition at the inception of the lease.

13.0 DAMAGE CLAUSE:

(a) Should a substantial portion of the Premises, the Building, of which it is 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, through no fault of the LESSEE, such fire, casualty, or taking renders the 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

(b) The LESSOR fails to restore the Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

(b) In case during the term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty in direct control of the LESSEE, this Lease shall remain in full force and effect and Tenant shall forthwith proceed to repair such damage and restore the Premises or appurtenances thereto, or so much thereof as existed or was originally constructed by Lessor or Tenant, to substantially their condition at the time of such damage, but Tenant shall not be responsible for any delay which may result from any cause beyond Tenant's reasonable control.

(c) The term "substantially damaged" and "substantially damage", as used in this clause, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the "Premises" restored within ninety (90) days from the time that such repair or restoration would be commenced, or of such character that the other portions of the property of which the demised premises forms a part is so damaged as to render the Premises unsuitable for use for a period exceeding ninety (90) days.

14.0 EMINENT DOMAIN

If the Premises shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession.

(a) Out of any award for any taking of the Lessor's interest in the Premises or appurtenances, in condemnation proceedings, or by right of eminent domain, Lessor shall be entitled to receive and retain the amounts awarded for such Premises or appurtenances and for Lessor's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade furniture or fixtures and its lease-hold improvements.

(b) In the event of any such taking of the Premises or appurtenances, the base rent required hereunder (but not the Additional Rent) or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated. No such abatement or extension shall become effective until tenant actually vacates the demised premises.

15.0 LESSOR'S REMEDIES

(a) It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this lease and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of rent and Additional Rent, in which case said period of notice shall be ten (10) days), or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts, then, and in any of the said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Lessor lawfully may, immediately, or at any time thereafter, and without demand or notice, enter into and upon the said

premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry, as aforesaid, this lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by the Lessor whether by summary proceedings, termination or otherwise, to pay and be liable for, on the days originally fixed.

(b) Further, if this lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions with respect to bankruptcy of Tenant, etc., shall be deemed to read "the Tenant or the guarantor hereof"

(c) Lessor shall in no event be in default in the performance of any of his obligations hereunder unless and until the 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 Tenant to Lessor properly specifying wherein the Lessor has failed to perform any such obligation.

16.0 SUBLETTING

Notwithstanding any other provisions of this lease, Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises, or appurtenances without in each instance having first received the express written consent of Lessor, which may be withheld for any reason at the Lessor's sole discretion, and in any case where Lessor shall consent to such assignment or subletting, the Tenant and any guarantor named herein shall remain fully liable for the obligations of Tenant hereunder, including, without limitations, the obligation to pay the rents and other amounts provided under this lease.

If Tenant is a corporation and if at any time during the lease term the person or persons who own a majority of its voting shares at the time of the execution of this lease cease to own a majority of such shares (except as the result of transfers by gift, bequest or inheritance), Tenant shall so notify Lessor and Lessor may terminate this Lease by notice to Tenant given within 90 days thereafter.

17.0 WAIVER

Failure on the part of the Lessor to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Lessor of any of his rights hereunder. Further, it is covenanted and agreed that 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 that 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 by Lessor to or of any action by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Tenant.

No payment by Tenant, or acceptance by Lessor, of a lesser amount than shall be due from Tenant to Lessor shall be treated otherwise than as a payment on account. 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 Tenant.

18.0 COVENANT OF QUIET ENJOYMENT

Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises and appurtenances during the term hereof without hindrance or ejection by any persons lawfully claiming under Lessor; but it is understood and agreed that this covenant and any and all other covenants of Lessor contained in this lease shall be binding upon Lessor and Lessor's successors only with respect to breaches occurring during Lessor's and Lessors' successors' respective ownership of Lessor's interest hereunder. It is further understood and agreed that with respect to any services to be furnished by Lessor to Tenant, Lessor shall in no event be liable for failure to furnish the same when prevented from so doing by acts of God, strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence, or obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Lessor's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, and in no event whatsoever shall Lessor ever be liable to Tenant for any indirect or consequential damages.

19.0 NOTICE TO MORTGAGEE

After receiving written notice from any person, firm or other entity, that it holds a mortgage which includes as a part of the mortgaged premises the Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Lessor under the terms of this lease, but such notice may be given by Tenant to Lessor and such holder concurrently.

20.0 ASSIGNMENT OF RENTS OR INTEREST

Lessor shall be entitled to assign this lease, and with respect to any assignment by Lessor of Lessor's interest in this lease, or rents payable hereunder, conditional in nature or otherwise, which assignment is made to any person, firm or corporation, including the holder of mortgage on the Premises, Tenant agrees (a) that the execution thereof by Lessor and acceptance thereof by such person, firm or corporation (excepting the holder of a mortgage on the premises) shall be an assumption of Lessor's obligations hereunder; (b) that the execution thereof by Lessor and the

acceptance thereof by the holder of a mortgage on the premises, shall never be deemed an assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and (c) that, except as aforesaid, such holder shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises. Notwithstanding, so long as Lessor is the owner of the property of which the Premises forms a part, Lessor shall be liable for Lessor's obligations hereunder in the event of an assignment of this lease.

22.0 INVALIDITY OF PARTICULAR PROVISIONS

If any term or provisions of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

23.0 PROVISIONS BINDING, ETC.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Lessor and Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to consent to assignment by Tenant, but has reference only to those instances in which Lessor may later give written consent to a particular assignment as required by the paragraph entitled "SUBLETTING".

24.0 GOVERNING LAW

This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

25.0 RECORDING

Tenant agrees not to record the Lease, but each party hereto agrees on request of the other, to execute a Notice of Lease in recordable form and complying with applicable Massachusetts laws and reasonably satisfactory to Lessor's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease, and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.

26.0 NOTICES

Whenever by the terms of this Lease notice shall or may be given either to Lessor or to Tenant, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid:

If intended for Lessor, addressed to the address set forth on the first page of this lease, and a copy to Lessor c/o **Frank Chen**, 844 Massachusetts Avenue, Lexington, MA 02420 (or to such other address or addresses as may from time to time hereafter be designated by Lessor by like notice).

If intended for Tenant, addressed to it at the mailing address shown as Tenant's mailing address on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designed by Tenant by like notice). A copy of such notice to Tenant shall be sent to 238 Main Street, Williamstown, MA 01267.

27.0 WHEN LEASE BECOMES BINDING

Employees or agents of Lessor have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith. 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 Lessor and Tenant.

All negotiations, consideration, representations and understandings between Lessor and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Lessor and Tenant, and no act or omission of any employee or agent of Lessor shall alter, change or modify any of the provisions hereof.

28.0 PARAGRAPH HEADINGS

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

29.0 SUBORDINATION

This Lease is and all of Tenant's rights hereunder are subject and subordinate to any mortgages or deeds of trust that now exist or may hereafter be placed upon the demised premises and to any and all advances made thereunder and the interest thereon and to all renewals, replacements, amendments, modifications, consolidations and extensions of any of the foregoing. Tenant covenants and agrees that if any mortgagee of Lessor's interest in any fee mortgagee succeeds to Lessor's interest under this Lease by foreclosure or otherwise, Tenant will, if requested, attorn to such mortgagee and will recognize such mortgagee as Tenant's landlord under this lease. At the option of the Lessor, Tenant agrees that neither any foreclosure of a mortgage either affecting the fee title of the premises nor the institution of any suit, action, summary or other proceeding by the Lessor or any successor Lessor thereof, or any foreclosure proceeding brought by the holders of any such mortgage to recover possession of the leased property, shall by operation of law or otherwise

result in the cancellation or termination of this lease or the obligations of Tenant hereunder, and Tenant covenants and agrees to attorn to the Lessor or to any successor to Lessor's interest in the premises. Tenant shall execute and deliver in recordable form, whatever instruments may be required to acknowledge or further effectuate the provisions of this Subsection, and in the event Tenant fails to do so within twenty (20) days after demand in writing, such failure shall be deemed a material default hereunder. Any mortgagee or trustee under any such mortgage or deed of trust may elect that this Lease shall have priority over its mortgage or deed of trust and upon notification of such election to Tenant, this Lease shall be deemed to have priority over said mortgage, or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

30.0 ESTOPPEL CERTIFICATES

Each of the parties agree that it will, at any time and from time to time, within ten (10) business days following written notice by the other party herein specifying that it is given pursuant to this Section, execute, acknowledge and deliver to the party who gave such notice a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and any other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate the other party is in default in performance of any covenant, agreement or condition contained in this lease, and if so, specifying each such default of which the signer may have knowledge.

31.0 BROKERAGE

Tenant warrants that it has had NO dealings with any broker or agent in connection with this Lease and covenants to pay, hold harmless and indemnify Lessor from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by broker or agent with respect to this Lease or the negotiation thereof with whom Tenant had dealings. One of the lessor's principals (Frank Chen) is a MA licensed real estate broker but function here as the principle, not an agent for neither party. Landlord has retained the services of Matthew Chow as its realtor / broker. Landlord is solely responsible for all brokerage commissions arising from the lease due to Matthew Chow and his brokerage agency. Landlord shall indemnify tenant from all costs and fees owed to Matthew Chow arising from this Lease Agreement.

32.0 CHARACTER OF PROPERTY/SIGNS, ETC.

Tenant agrees to obtain Lessor's written consent prior to placing any sign or other similar advertisement on the exterior of the Premises or in the common areas of the Building of which the Premises forms a part. Both Lessor and Tenant covenant with respect to the foregoing not to unreasonably withhold or delay such consent.

33.0 YIELD UP/SURRENDER

At the expiration of the term or earlier termination of this Lease, Tenant shall surrender all keys to the Premises. Tenant shall not remove trade fixtures, or improvements made to the Premises without the Lessor's prior written consent. Tenant shall remove its inventory and tangible personal property that is not affixed to the Premises upon termination. Tenant shall repair all damage to the Premises and vacate the Premises in broom-clean, rentable condition.

34.0 PAYMENT OF LESSOR'S COST OF ENFORCEMENT

Tenant shall pay, on demand, Lessor's expenses including reasonable attorney fees, incurred in enforcing any obligation of Tenant under this lease or in curing any default by Tenant under this lease.

35.0 HOLDING OVER

Tenant shall vacate the Premises immediately upon the expiration or sooner termination of this Lease. If Tenant remains possession of the Premises or any part thereof after termination of the term without Lessor's express written consent, at the Landlord's option (1) Tenant shall pay to Lessor rent at triple the monthly rent of the last paid rent for the time the Tenant thus remains in possession, or (2) Landlord may deem the lease renewed for an additional Five Year Term with rental equal to the last annual rent plus \$600.00. Landlord shall provide written notice of either option within six months after the expiration of the Initial or Renewal Term. In addition thereto, Tenant shall pay Lessor for all damages including consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this paragraph do not exclude the Lessor's right of reentry or any other right hereunder, including without limitation, the right to refuse triple the monthly rent and instead to remove Tenant through summary process proceedings for holding over beyond the expiration of the term of this lease.

36.0 OVERLOADING AND NUISANCE

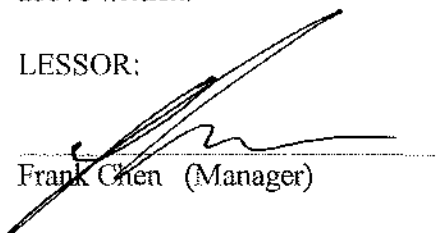
Tenant shall not injure, overload, deface or otherwise harm the Premises; commit any nuisance; permit the emission of any objectionable noise, vibration, or odor; make, allow, or suffer any waste; or to make any use of the Premises that is improper, offensive, or contrary to any law or ordinance or that will invalidate any of Lessor's insurance.

37.0 RESTRICTIVE COVENANT

Landlord during the term of the Lease and conditioned upon Tenant not being in material breach of the Lease Terms, Landlord shall not lease units in the Building to another Tenant who operates a Marijuana Dispensary or to a child care center.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, as of the day and year first above written.

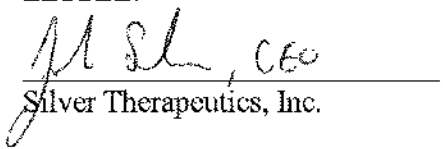
LESSOR:



Frank Chen (Manager)

Dated: 9/21/17

LESSEE:



Silver Therapeutics, Inc.

Dated: 9/18/17

Town of Orange

Office of the Board of Selectmen

6 Prospect Street
Orange, MA 01364
www.townoforange.org



Ryan W. Mailloux, *Chairman*
Richard P. Sheridan, *Vice-Chairman*
James Cornwell, *Clerk*

Gabriele H Voelker, *Town Liaison*
Phone: (978) 544-1100 x103
Fax: (978) 544-1120

Feb 21, 2018

TO WHOM IT MAY CONCERN:

The Town of Orange Board of Selectmen does hereby provide non-opposition to Silver Therapeutics, Inc. to operate a Registered Marijuana Dispensary ("RMD") in the Town of Orange. I have been authorized to provide this letter on behalf of the Board of Selectmen By a vote taken at a duly noticed meeting held on December 13, 2017.

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.

TOWN OF ORANGE

A handwritten signature in black ink, appearing to read "Richard P. Sheridan", written over a horizontal line.

Richard P Sheridan, *Vice-Chairman*

OPTION FOR LEASE

THIS OPTION FOR LEASE (the "Agreement") is made and entered into on February 12, 2018 being the Effective Date (as hereinafter defined) by and between Quabbin, Inc., having an office located at the 158 Governor Dukakis Drive, Orange, MA 01364 (collectively, "Grantor"), and **SILVER THERAPEUTICS, INC**, a Massachusetts Not-For-Profit Corporation with a business address at 89 Court Street, Saratoga Springs, NY ("Grantee"), in light of the following facts and circumstances:

A. Grantor is the owner of certain real property located at 158 Governor Dukakis Blvd, Orange MA (the "Property").

B. Grantee desires to lease a portion of the Property from Grantor for use a marijuana cultivation and processing facility (a "Marijuana Use") pursuant to Chapter 369 the Acts of 2012 and applicable regulations, as have and may be further amended by Chapter 55 of the Acts of 2017 and 935 CMR 500, Adult Use of Marijuana; and

C. In the event that Grantee secures municipal and State approvals to construct and use a portion of the Property for a Marijuana Use then Grantee desires to acquire a lease of a portion of the Property consisting of 20,000 square feet for Grantee's installation of the marijuana cultivation and processing facility (the "Leased Premises").

NOW, THEREFORE, in consideration of these premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

A. OPTION FOR LEASE

1. Option for Easement and Substation Lease; Option Term; Consideration and Activities During Option Term.

1.1 Grant of Option for Easement. Grantor hereby grants to Grantee an exclusive, irrevocable Option for (i) a lease of the Leased Premises (together with all rights-of-way for use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging) for the purpose of installing, operating and maintaining a marijuana cultivation and processing facility in accordance with the terms and conditions of the Lease Term sheet attached hereto as Exhibit "A".

1.2 Option Term. This Option shall be for a term (the "Option Term") of one (1) years, commencing on the Effective Date and expiring automatically without further action on the date that is **one (1) year** after the Effective Date (the "Option Expiration Date"), unless sooner terminated or extended as set forth herein.

1.3 Consideration for Option Term and Extended Option Term. This Option is granted in consideration of the payment by Grantee to Grantor of an annual fee in the amount of

(a) during the Option Term, One Thousand and 00/100 U.S. Dollars (\$1,000.00) payable within thirty (30) days of the Effective Date. In the event that Grantee exercises this Option, the Option Fee shall be applied as a credit to the first month's rent.

1.4 Activities During Option Term. During the Option Term, Grantee shall have the right to enter upon the Property upon reasonable notice to Grantor for purposes of conducting engineering or architectural studies and other activities as may be necessary and appropriate to determine to complete a site plan and a construction cost estimate for the installation of the marijuana cultivation and processing facility


2. Exercise of Option. Grantee may exercise this Option by written notice to Grantor given not later than thirty (30) days prior to the Option Expiration Date by sending written notice via US Mail or email to . The date of Grantee's written notice to exercise the Option shall constitute the commencement date of the Easement and Lease Term (as defined below).

3. Counterpart Signatures. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or email transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or email signature were the original signature.

IN WITNESS WHEREOF, the parties have executed this Option for Easement and Substation Lease and Transmission Easement and Substation Lease Agreement on the date first set forth to be effective as of the Effective Date.

"GRANTEE"

SILVER THERAPEUTICS, INC.

By: 
Joseph Silver, CEO

"GRANTOR"

QUABBIN, INC.

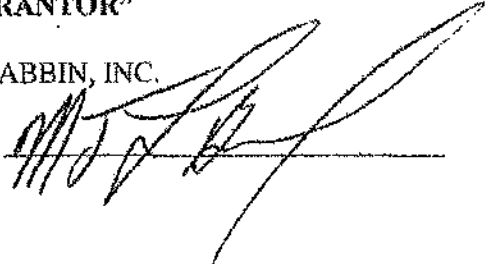
By: 

EXHIBIT "A"

TERM SHEET FOR PROPOSED AGREEMENT

Owner:	<ul style="list-style-type: none">• Quabbin, Inc, Mark McBeouf, President.
Tenant:	<ul style="list-style-type: none">• Silver Therapeutics, Inc., a Massachusetts not-for-profit company.
Leased Premises:	<ul style="list-style-type: none">• Approximately twenty thousand (20,000) square feet of warehouse space located in Grantees building located at 158 Governor Dukakis Blvd, Orange MA.
Project:	<ul style="list-style-type: none">• Construction and operation of a marijuana cultivation facility for medical use pursuant to Chapter 369 the Acts of 2012 and applicable regulations, as have and may be further amended by Chapter 55 of the Acts of 2017; and for Adult Use Marijuana pursuant to 935 CMR 500.
Term of Lease:	<ul style="list-style-type: none">• Five (5) Years from Effective Date. Three renewal terms of a additional five (5) years each.
Rent Amount:	<ul style="list-style-type: none">• \$4.40 per square foot, plus NNN
Pro Rata Share of Building	<ul style="list-style-type: none">• 18.079%
Commencement Date	<ul style="list-style-type: none">• The day that is sixty (60) days after Tenant's receipt of a certificate to operate a Registered Marijuana Dispensary Cultivation Facility ("RMD"), and under strict conditions in accordance with Chapter 369 of the Acts of 2012, and 105 CMR 725.000, which includes the receipt of any and all necessary special permits or otherwise from the Town of Orange to operate an RMD at the Premises.
Rent Commencement Date	<ul style="list-style-type: none">• The day that is ninety (90) days after the Commencement Date which date shall be known as the "Rent Commencement Date", Tenant shall be responsible for Tenant's Pro Rata Share of Operating Expenses, Real Estate Taxes and utilities from the Commencement Date.

Applicant Corporation **Silver Therapeutics**

SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The applicant's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name of Individual

Joshua Ferranto

Residential Address of Individual

Title of Individual (at Applicant Corporation)

Cultivation Director

Name of Applicant Corporation

Silver Therapeutics

Highest Education Attained – Institution, Degree, and Year

CU Boulder 1993-1995 Human Geography Major

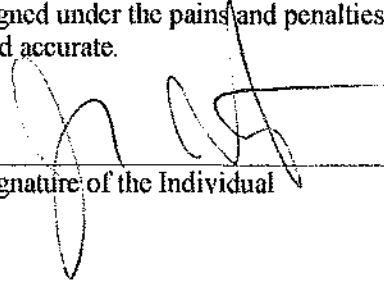
Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

Employer	Title	Time Period
Mandala One LLC	President	2014-present
Beantown Realty	Real Estate Salesperson	2016

Applicant Corporation **Silver Therapeutics**

Painted House LLC DBA Wonder Bar	Manager	2005 - 2012

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.



Signature of the Individual

02/10/2018
Date Signed

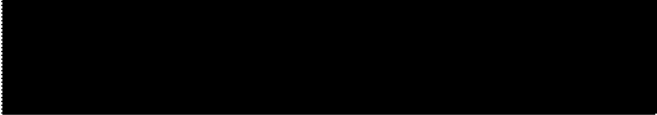
SECTION D. EMPLOYMENT AND EDUCATION FORM

This Employment and Education form must be completed and signed by each of the following individuals: The applicant’s Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, individual responsible for marijuana for medical use cultivation operations, and individual responsible for the RMD security plan and security operations. If the applicant does not have a Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, it must identify the individuals performing the equivalent duties for the Applicant and submit this form for each said individual. Submit one Employment and Education form for each of the above individuals when submitting a *Management and Operations Profile* to the Department of Public Health.

Name of Individual

Brendan McKee

Residential Address of Individual



Title of Individual (at Applicant Corporation)

Chief Financial Officer

Name of Applicant Corporation

Silver Therapeutics, Inc.

Highest Education Attained – Institution, Degree, and Year

Amherst College, Bachelors of Political Science, 2007

Past 10 Years of Employment by Employer, Title and Time Period. List chronologically, beginning with most recent employment. Add more forms if space is needed for additional employment history entries.

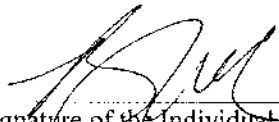
Employer	Title	Time Period
Park Ave Auto Group	Manager	2014 - Present
Title Boxing Club	Manger and Consultant	2014 - 2016

Applicant Corporation

Silver Therapeutics, Inc.

Fundraise.com	Business Development & Sales Manager	2011 - 2013
BYMCU	Manager	2011 - 2013
InnerCity Weightlifting	Director of Marketing & Mentoring	2009 - 2011
Johnny Cupcakes	Business Development	2008 - 2010

Signed under the pains and penalties of perjury, I agree and attest that all information included in this form is complete and accurate.


Signature of the Individual

2/21/18
Date Signed


SECTION D. EXPERIENCE

- 16. Attach an Employment and Education form (use template provided) for each of the following individuals: The Corporation's Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, individual/entity responsible for marijuana for medical use cultivation operations, and individual/entity responsible for the RMD security plan and security operations.
- 17. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with running a non-profit organization or business.

Joshua Silver, (CEO) has over 10 years of experience in the regulatory compliance and real property development industries. As an associate attorney at Stroock and Stroock and Lavan, LLP, Joshua drafted State and Federal securities compliance disclosures relating to the offering of new construction condominium units to the public. Joshua managed a team of associate attorneys, paralegals and support staff in support of the development of condominium buildings in Manhattan. Joshua has also served as counsel to utility providers with respect their development of telecommunications facilities and has been responsible for obtaining local government approval, such as site plan, special use and zoning variances in support of telecom. development. With respect to non-for-profit experience, Joshua is a board member on the Hoopes Family Foundation, and in such capacity, has worked closely with the Fund for Lake George, a not-for-profit organization dedicated to the science-guided approach to protection focused on water quality and the overall health of the Lake George watershed located in the Adirondack Mountains of New York. Specifically, Joshua spearheaded the Fund's 2017 watershed study of the Bolton Bay in Lake George, the results of which will be used by state and local municipalities to guide their environmental policies affecting rainwater and wastewater runoff.

Donald Douglas, COO, is an entrepreneur who has founded several marijuana businesses in Washington State, including Cannatronics Society in 2011, one of the first legal a not-for-profit medical marijuana collective cultivation facilities in Washington State. In late 2011, Donnie also founded Washington OG LLC, a medical marijuana dispensary that operated under the collective garden framework at that time, in the City of Seattle. As the regulatory framework for the marijuana industry in Washington State developed, particularly with the passage of legalized marijuana laws, Donnie was awarded state licenses under Washington State's merit-based application process to operate both medical marijuana dispensaries and recreational marijuana dispensaries in various municipal jurisdictions. Donnie serves as CEO of both American Mary, LLC and Washington OG, LLC and is responsible for their day-to-day operations.

Brendan McKee, Chief Financial Officer, has extensive experience in executive leadership roles for many business. Of specific note, from 2014 to the present, Brendan served as the Co-Founder and CEO of Pedestal Footwear, a textile company with contract to provide high quality socks to US Special Forces in the Navy and Air Force. Brendan has valuable experience in marketing and the financial sector, having served as a Financial Analyst for Merrill Lynch and Brown Brothers Harriman. Brendan has non-profit experience, having served as director of marketing for InnerCity Weightlifting, as well as other non-profit entities. This experience will serve him well in his CFO role.

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: 

18. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing health care services.

Donald Douglass, COO, founded Cannatonics Society in 2011, a Medical Marijuana Collective Garden in Tacoma, Washington. Donald has subsequently formed two additional marijuana businesses in Washington state, American Mary, LLC and Washington OG, LLC. Donnie has provided care to an approximate 4200 patients at Washington OG LLC, as well as an additional 7800 patients at Cannatonics Society. Donald required basic training from his staff that met the WA Dept of Health criteria for the "consultant" designation and obtained a medical endorsement which allows his qualified staff to advise patients about the effects of different medical marijuana products. Donald and his staff assisted patients of every qualifying ailment. Donalds medical marijuana ventures also provide resources such as literature and information to patients seeking medical professionals for advice concerning the use of MMJ.

Joshua Silver, Chief Executive Officer, does not have direct experience providing health care services.

Brendan McKee, Chief Financial Officer, has experience as a strength and conditioning coach at InnerCity Weightlifting, a non-profit entity located in Boston. In this role, Brendan advised at-risk youth as to exercise and diet techniques.

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: BJ

19. Describe the experience, and length of experience, of the Corporation's Chief Executive Officer, Chief Operations Officer, and Chief Financial Officer with providing services for marijuana for medical purposes.

Donald Douglas, COO, has been involved in the medical marijuana business in Washington State since 2011, and as such, has vast experience in the field. In 2011 he founded Cannatoncs Society, a marijuana garden collective and medical marijuana retail store established exclusively for the benefit of its members/MMJ patients. Donald was also the founder and current CEO of Washington OG, LLC, which maintains medical marijuana dispensaries in the Seattle, Washington Area. Donald's experience in the medical marijuana industry is invaluable to STI.

Joshua Silver, CEO, does not have experience providing services for marijuana for medical purposes.

Brendan McKee, CFO, does not have experience providing services for marijuana for medical purposes.

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: JK

20. Describe the experience, and length of experience, of the Corporation's individual/entity responsible for marijuana for medical use cultivation operations and individual/entity responsible for the RMD security plan and security operations with providing services for marijuana for medical purposes.

Joshua Ferranto, Individual Responsible for Cultivation is a licensed Medical Marijuana Caregiver operating a 3,000 square foot cultivation facility located in York, Maine. Joshua Ferranto is responsible for:

- Analyzing overall plant production & accountable for production related problems.
- Writing procedures for all production & processing related tasks.
- Creating a "master schedule" to manage timing of every production related task.
- Manage budget and ordering of soil, nutrients, and other grow supplies.
- Oversee cloning, watering/feeding, spraying, cleaning, and pest management.
- Fiscal accountability for reports and statistics.
- Manage constantly changing environmental challenges (Seasonal humidity and temperature fluctuation, seasonal pests, temporary nutrient imbalances, variances in tap water PH from day to day, variances in the growing requirements for different strains, etc.)
- Responsible for hiring, direction of staff, and assigning duties / responsibilities.
- Train staff and provide them with clear directions and expectations.
- Use metrics to assess employee performance.
- Ensure that we are compliant with all state regulations and requirements.
- Preparation of reports and adherence to policies, procedures and budgets.
- First point of contact with suppliers, government agencies, consultants, sales personnel, and other company officials
- Constantly testing new strains on a small scale so that their quality/yield potential can be evaluated before committing to growing a large crop of that strain. Customers want and expect new strains to be released every so often.
- Manage plant counts and flow between various stages of the cultivation process, making sure to have extra plants available at each stage, so that if anything goes wrong with a batch of plants we planned on flowering, we have extra plants available to replace them.
- Manage plant and inventory tracking in Biotrack to fulfill state requirements.
- Design facility & grow room layout to optimize efficiency of moving plants between stages while maximizing yield & canopy space.
- Design grow rooms.

Joshua Silver, CEO, is the Individual responsible for RMD Security. Although Joshua Silver does not have experience providing security services, his experience with regulatory compliance matters will serve him well in his this role. Moreover, STI has engaged CannaGuard Security as a technical consultant to create comprehensive security protocols. CannaGuard is well respected in the cannabis security industry and has consulted with dispensaries and cultivation centers on a national scale.

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: JS