INSTRUCTIONS

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

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

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

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

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

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

REVIEW

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

PROVISIONAL CERTIFICATE OF REGISTRATION

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

REGULATIONS

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

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

PUBLIC RECORDS

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

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

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

☑ A fully and properly completed Siting Profile, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")

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

☑ Letter(s) of local support or non-opposition (as outlined in Section C)
### SECTION A: APPLICANT INFORMATION

1. **MASS WELLSPRING, INC.**
   - Legal name of Corporation

2. **[Redacted]**
   - Name of Corporation’s Chief Executive Officer

3. **P.O. Box 1087**
   - Waltham, MA 02454
   - Address of Corporation (Street, City/Town, Zip Code)

4. **[Redacted]**
   - Applicant point of contact (name of person Department of Public Health should contact regarding this application)

5. **[Redacted]**
   - Applicant point of contact’s telephone number

6. **[Redacted]**
   - Applicant point of contact’s e-mail address

7. **Number of applications: How many Siting Profiles do you intend to submit? 1**

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Siting Profile - Page 4
## SECTION B: PROPOSED LOCATION(S)

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

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

<table>
<thead>
<tr>
<th>Location</th>
<th>Full Address</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dispensing 18 Powder Mill Road, Acton, MA 01720</td>
<td>MIDDLESEX</td>
</tr>
<tr>
<td>2</td>
<td>Cultivation 18 Powder Mill Road, Acton, MA 01720</td>
<td>MIDDLESEX</td>
</tr>
<tr>
<td>3</td>
<td>Processing 18 Powder Mill Road, Acton, MA 01720</td>
<td>MIDDLESEX</td>
</tr>
</tbody>
</table>

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

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SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

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

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

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

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

Name and Title of Individual

______________________________
Signature

______________________________
Date

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

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

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

Name and Title of Individual (or person authorized to act on behalf of council or board)

______________________________
Signature

______________________________
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.

Mass Wellspring received a unanimous vote of non-opposition for an RMD location, as well as a letter stating as such from the Town of Acton, dated August 2, 2016. Mass Wellspring has signed a lease for 18 Powder Mill Rd for cultivation and retail, located in the “Powder Mill” business district. Since Acton does not have an overlay district the state default regulations apply. The site has no properties where children commonly congregate within 500 ft. We intend to comply with Acton’s existing zoning by-laws. We will comply with Acton rules regarding signage. The Planning Department of Acton informed us that RMDs are allowed by right in the “Powder Mill” business district. Mass Wellspring has met with the Acton Town Manager, the Board of Selectmen, the Planning Director and the Interim Board of Health Director to discuss our operations and plans. We introduced ourselves to the Deputy Chief of Police and plan to meet with the Chief of Police and Fire Chief to discuss any Security and Safety concerns of our Operations. Our CEO will be responsible for ensuring Mass Wellspring continues to comply with all local codes, ordinances and by-laws for the RMD.

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 E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

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

<table>
<thead>
<tr>
<th>FIRST FULL FISCAL YEAR PROJECTIONS 2017</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS 2018</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Revenue</td>
<td>$2,054,375.00</td>
<td>$4,625,819.00</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$1,980,956.00</td>
<td>$3,047,765.00</td>
</tr>
<tr>
<td>VARIANCE:</td>
<td>$73,419.00</td>
<td>$1,578,054.00</td>
</tr>
<tr>
<td>Number of unique patients for the year</td>
<td>1669</td>
<td>2465</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>21625</td>
<td>48693</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>—</td>
<td>47%</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>0.28</td>
<td>0.31</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>340</td>
<td>310</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>25</td>
<td>34</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>400</td>
<td>1000</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>378</td>
<td>933</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>22</td>
<td>67</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 04/01/2017

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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 as stated in the Certification.

[Signature of Authorized Signatory]

[Date Signed]

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: [Initials]

8/22/2016
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  

Print Name of Authorized Signatory  
CEO  
Title of Authorized Signatory

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

Signature of Authorized Signatory  

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.
I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of $50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

Signature of Authorized Signatory

Print Name of Authorized Signatory

CEO

Date Signed

08/22/2016

Title of Authorized Signatory

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

1. LANDLORD: Green Rubicon LLC

2. TENANT: Mass Wellspring, Inc.

3. ADDRESS FOR NOTICES:
   LANDLORD: Green Rubicon LLC
   P.O. Box 1222
   Andover, MA 01810

   TENANT: Mass Wellspring, Inc.
   P.O. Box 1087
   Waltham, MA 02454-1087

4. PREMISES: 18 Powder Mill Road
   Acton, MA 01720

5. APPROXIMATE SIZE OF PREMISES: Approximately 6,500 square feet and approximately 1.25 Acres of land.

6. CONDITION OF PREMISES: Good.

7. MONTHLY RENT: $24,000 per month with 3% annual increases NNN. TENANT will directly pay, or reimburse the LANDLORD, as additional rent, the actual pro rata costs for Real Estate Taxes, Property Insurance, and Operating Costs (including but not limited to water, sewer, landscaping, plowing, general repairs, maintenance of the leased space).

8. START DATE: The “Start Date” means the later of (i) October 3, 2016, and (ii) the date that the TENANT receives from the Massachusetts Department of Public Health a Provisional Certificate of Registration to operate a Registered Marijuana Dispensary (a “Provisional Certificate”). This lease will be effective and valid when signed by both parties but TENANT will have no right to take occupancy of the Premises until the Start Date. If the TENANT does not receive a Provisional Certificate by March 1, 2017 this lease will terminate and neither party will have any obligations under this lease after such termination.

9. LATE PAYMENT OF RENT: TENANT shall pay a late payment charge at the annual rate of sum of the Wall Street Journal Prime Rate of Interest plus (3%) percent on any payment of basic rent, additional rent or any other charge to be paid by the TENANT under this lease which is not received within (10) days after its due date. Such late payment charge(s) shall be deemed to be additional rent and failure to pay the same shall, at the LANDLORD’s option, be a default of the TENANT’s obligation under this lease.

10. RENT: The Start Date.
COMMENCEMENT DATE:

11. POSSESSION DATE AND EARLY ACCESS/MOVE COORDINATION:
Before the Start Date, TENANT shall be allowed, with prior notice to the LANDLORD, to have access to the Premises to inspect and plan for potential construction and installs.

12. TERM:
Five (5) years commencing on the Start Date. The TENANT shall have two (2) lease extension option periods of five (5) years each. TENANT shall notify the LANDLORD of their intent to renew no later than six (6) months prior to the lease expiration.

13. COMMON AREA:
Parking areas will be shared with other tenants in the building, if any.

14. LANDLORD IMPROVEMENTS:
LANDLORD shall provide space to TENANT in “as is” condition.

15. TENANTS SCOPE OF CONSTRUCTION:
Scope of TENANT Improvement, materials, and plans, all must be in accordance with the applicable laws, rules and regulations of the State of Massachusetts and the Town of Acton.

16. ALTERATIONS AND ADDITIONS:
The TENANT may make non-structural alterations with prior approval of LANDLORD. All alterations shall be at TENANT’S expense and shall be in quality at least equal to present construction. The TENANT shall be allowed to upgrade the facility, including the addition of greenhouses and warehouses on the property, and add any other additions as required by the Massachusetts Department of Public Health. TENANT shall remove any additions that were installed by the TENANT, at the expiration of the lease unless otherwise mutually agreed upon between the TENANT and the LANDLORD.

17. USE:
The Premises may be used for operating a Registered Marijuana Dispensary according to the Massachusetts Department of Public Health Regulation 105 CMR 725.000.

18. INSURANCE:
TENANT shall maintain during entire term of the Lease and renewal thereof, at its own expense, general liability insurance and property damage in the amount of $1,000,000 in which the Premises is located, naming the LANDLORD as an additional insured.

19. BUILDING SIGNS:
TENANT will have the right to install signage upon the building in accordance with Landlord’s sign criteria and as approved by the LANDLORD and the appropriate governing regulatory agencies.

20. UTILITIES:
TENANT shall pay, as they become due all bills for electricity and other utilities that are furnished to the leased premises and
not separate metered. LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the Start Date. TENANT shall make its own arrangement for all other and additional utilities.

21. NOTICE: All notices required or deemed necessary by the terms of this Lease shall be deemed to have been duly given or served if in writing and forwarded by certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom it is to be given or served to the parties' address as indicated in ADDRESS FOR NOTICES (which may be changed by the parties from time to time upon notice as required in this Section).

22. ARBITRATION AND WAIVER OF JURY TRIAL: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Massachusetts by an Arbitrator agreeable to both parties.

23. NO PARTNERSHIP: Nothing herein contained shall be deemed or construed by the parties hereto, nor by a third party, to create a relationship between the parties of principal and agent, partnership, or joint venture. Neither computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

24. NONDISTURBANCE: So long as TENANT complies with this Agreement and is not in default under any of the terms, covenants, or conditions of the Lease, the Lease shall continue in full force and effect as a direct lease between the succeeding owner of the Property and TENANT, upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease, TENANT hereby agrees to adhere to and accept any such successor owner as LANDLORD under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, and Beneficiary, or any such successor owner of the Property, will not disturb the possession of TENANT, and will be bound by all of the obligation imposed on the LANDLORD by the Lease provided.

25. QUIET ENJOYMENT: LANDLORD agrees that, subject to the rights of LANDLORD under this Lease, TENANT shall hold and enjoy the Premises during the term of this Lease free from any hindrance or interference from LANDLORD or any party claiming by, through or under LANDLORD.

26. TENANT TERMINATION RIGHTS: TENANT shall be allowed to terminate the lease if the following events prevent the TENANT from complying with the Department of Public Health and State Regulations:
Presence of MOLD, PESTS or RODENTS.
Notwithstanding the foregoing, should the Permitted Use at the Premises be rendered illegal under State law or any applicable municipal code or ordinance, or should TENANT, despite its
best efforts be unable to renew the applicable license for the Permitted Use (except as a result of a wrongful act of TENANT), or should there be a change in federal enforcement priorities that makes the operation of TENANT’s business at the location impractical, such occurrences shall not be deemed a default by TENANT hereunder, but TENANT shall have the right to terminate this lease by a written notice to the LANDLORD, in which case after ten days of TENANT providing such Notice, TENANT shall promptly surrender possession of the Premises to LANDLORD and pay LANDLORD an amount equal to the next twelve (12) months of rent in cash, certified or bank check, or by wire transfer to an account designated by LANDLORD on or before the termination date set forth in said written notice, and then owe LANDLORD no further payments or duties or obligations of any kind or nature whatsoever.

27. SUBLEASING:

The TENANT shall have the right to assign or sublease the Premises provided the LANDLORD approves.

28. TENANT OBLIGATIONS:

The TENANT agrees to maintain the premises in good condition. The TENANT shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

29. LANDLORD’S OBLIGATIONS:

LANDLORD agrees to maintain any underground pipes, electric utility lines, and the structure of the Building, including the roof, foundation, subfloors and exterior walls, as well as any common areas of the Building the maintenance of which is not the responsibility of any tenant of the Building in the same condition as they are at the Commencement Date or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted. LANDLORD shall maintain the sidewalks and landscaping adjacent to the Building in the condition they are as of the Commencement Date, reasonable wear and tear and acts of nature excepted. LANDLORD shall be responsible for snow removal from all outside common areas, including the parking lot and sidewalk.

30. LANDLORD’S ACCESS:

The LANDLORD or agents of the LANDLORD may, at reasonable times and upon prior notice, request to enter to view the leased premises and make repairs.

31. 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 LANDLORD 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 TENANT may elect to terminate this lease if:

(a) The LANDLORD fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LANDLORD fails to restore the leased premises to a condition substantially suitable for their intended use within thirty (30) days of said fire, casualty or taking. The LANDLORD reserves, and the TENANT grants to the LANDLORD, all rights which the TENANT may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the TENANT'S fixtures, property, or equipment.

32. ADDITIONAL TERMS:

A) Facsimile Machine or Scan to Email Transmission: TENANT and LANDLORD agree to authorize the transmission of all documents by facsimile machine or scan to email and acceptance via facsimile machine or email transmission.

B) Except as specifically set forth herein, this Lease shall bind and inure to the benefit of the parties’ heirs, successors, representatives and assigns.

33. CONFIDENTIALITY: This Lease will be held in strictest confidence and not shared with any third parties except LANDLORD’s and TENANT’s financial, legal and other advisors, the Town of Acton and the Department of Public Health.

34. EXCLUSIVITY: From the date of this Lease, the LANDLORD will remove the Premises from the marketplace and will not enter into any lease negotiations or lease contracts with other parties.

35. COMPLIANCE WITH THE LAWS: TENANT acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy, or contrary to any state law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

36. SUBORDINATION: This lease shall be subject and subordinate to any and all mortgages, deed 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 TENANT 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.

37. INDEMNIFICATION AND LIABILITY: TENANT shall hold the LANDLORD harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by neglect of LANDLORD. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the responsibility of the LANDLORD.
I hereby acknowledge that the terms contained herein will remain confidential between the parties of the proposed lease and with, if requested, the town of Acton and the Massachusetts Department of Public Health.

LANDLORD: Green Rubicon LLC

TENANT: Mass Wellspring, Inc.
August 2, 2016

The Board of Selectmen does hereby provide non-opposition to Mass Wellspring to operate a Registered Marijuana Dispensary in the Town of Acton. 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 July 25, 2016.

The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Steven L. Ledoux
Town Manager

Date: 8/2/16