September 29, 2016

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

To Whom it May Concern:

Please see the attached answers to the requested RFI dated September 15, 2016:

1. Answer to item 1- The lease that was previously submitted to Massachusetts Department of Public Health ("DPH") has now been amended by "First Amendment to Lease" (attached to this letter as Exhibit A) to address the issues raised in the RFI.

2. Answer to item 2- Independent Legal Opinion for lease with Green Rubicon.
   Please see the attached Independent Legal Opinion (Exhibit B).

3. Answer to items 3 & 4- Clarification of members contributing 5% or more of initial capital AND clarification of new capital contributors.
   We would like to modify our MOP regarding Mass Wellspring and our letter dated September 8, 2016 requesting that Mass Wellspring change our MOP responses to questions 12 and 14, section F where we altered our model to include having a company named Windmill Advisors provide capital to Mass Wellspring.

   Since our letter of September 8, 2016, we have decided to stay with our original structure of having individuals provide capital and Mr. Olof Ingare and [redacted] who were originally listed as providers of capital will be our sources for the funding of the initial capital of $500,000. We came to this decision of having [redacted] and [redacted] fund directly to Mass Wellspring in order to simplify and streamline the process since they have already provided financial statements that DPH has verified, and their Background Checks and Character and Competency forms have been submitted.

   In summary, we will remove the following individuals as Capital Contributors for funding 5% or more of the initial capital of $500,000:

   [redacted]

   We will remove Windmill Advisors as Capital Contributors Entity for funding 5% or more of the initial capital of $500,000.

   Please see the attached Independent Legal Opinion of a Promissory Note between Mass Wellspring and [redacted] Mass Wellspring and [redacted] (Exhibit C).
Please see the attached Promissory note between Mass Wellspring and [redacted] (Exhibit D).

Please see the attached Promissory note between Mass Wellspring and [redacted] (Exhibit E).

Please see the attached Security Agreement between Mass Wellspring and [redacted] (Exhibit F).

Please see the attached Updated MOP C12 (Exhibit G).

Please see the attached Updated MOP C14 (Exhibit H).

Please see the attached Updated Section F- Capital Contributors (Exhibit I).

Please see the attached Updated Section F- Capital Contributors Entities (Exhibit J).

Respectfully,

[Signature]

CEO, Mass Wellspring
First Amendment to Lease

This First Amendment to Lease (this "Amendment") between Green Rubicon LLC ("Landlord") and Mass Wellspring, Inc. ("Tenant") is entered into as of September 23, 2016. The Landlord and Tenant are parties to that certain Lease regarding the property located at 18 Powder Mill Road, Acton, Massachusetts (the "Lease").

For good and valuable consideration, and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease is hereby amended by inserting the following new Sections 9.A and 9.B:

"9.A. EVENTS OF DEFAULT

(i) If (x) Tenant shall fail to timely perform any of the Tenant’s obligations under this lease to pay basic rent, additional rent, or any other charge hereunder and such failure shall continue for ten (10) days after Tenant’s receipt of written notice of such failure delivered by the Landlord to the Tenant, or (y) the Tenant shall fail to timely perform or has breached any of the Tenant’s other obligations under this lease and such failure shall continue for thirty (30) days after Tenant’s receipt of written notice of such failure delivered by the Landlord to the Tenant (unless such failure to perform or breach is of such nature that in the exercise of reasonable efforts it could not reasonably be expected to be cured within thirty (30) days but could reasonably be expected to be cured within a longer period, in which case, provided that the Tenant has commenced cure efforts within such thirty (30) day period and has continuously pursued efforts to remedy such failure or breach using reasonable efforts and due diligence, such grace or cure period shall be deemed to have been concurrently extended for such longer period);

(ii) if any assignment shall be made by Tenant or any guarantor of Tenant’s obligation under this lease for the benefit of creditors;

(iii) if Tenant’s leasehold interest shall be taken on execution;

(iv) if a petition is filed by the Tenant for an adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Code as then in force;

(vi) if any involuntary petition under any of the provisions of said Bankruptcy Code is filed against the Tenant and such involuntary petition is not dismissed or stayed within sixty (60) days thereafter; or

(vii) the termination of existence, dissolution, winding up or liquidation of the Tenant;

then, and in case of any such foregoing event of default set forth in this Section 9.A(i) through (vii), the Landlord may terminate this lease by sending written notice of termination to the Tenant. Only those authorized to possess and handle marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing
regulations, 105 CMR 725.000, et seq., are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action. Therefore, Landlord must seek and obtain approval from the Massachusetts Department of Public Health Medical Use of Marijuana Program regulators before Landlord and/or Landlord's agents and servants may lawfully, in addition to and not in derogation of any remedies from any preceding breach of this lease, immediately or at any time thereafter and with process of law enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects 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 prior breach of covenant, and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

If there are costs associated with removal of marijuana or marijuana-infused products from the Premises, and for obtaining of permission from the Massachusetts Department of Public Health to enter the Premises, these costs shall be borne by Tenant.

The Landlord and Tenant each hereby waives its right to claim a trial by jury in any action brought with respect to this lease.

In accordance with Massachusetts General Laws Chapter 186, Section 11A, Tenant waives any right to receive any 14-day Notice to Quit for Nonpayment of Rent it being the parties' intent that the terms of this Section 9A govern the termination of this lease in case of Tenant's default.

9.B. REMEDIES:

"Notwithstanding any provision of this lease to the contrary, any entry or access to the Premises shall adhere to the strictures of applicable Massachusetts law and regulations, and shall occur on an "escorted access only" basis to the extent required by 105 CMR 725.10(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas.

Notwithstanding any provision of this lease to the contrary, Landlord agrees that Landlord's rights and remedies following Tenant's default, breach, surrender or other failure to perform under this lease shall not include the seizure of assets protected by Ch. 369 of the Acts of 2012, i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord with access to, control of or title to inventory of Tenant that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord understands and agrees that a Certificate of Registration issued by the Massachusetts Department of Public
Health, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior approval of the Massachusetts Department of Public Health. Landlord agrees that Tenant's Certificate of Registration is not an asset that may be seized by Landlord or available as a remedy for Tenant's default, breach or other failure to perform under this lease.

Notwithstanding any provision of this lease to the contrary, Landlord agrees that Landlord's rights and remedies following the termination of this lease shall not include the sale of assets protected by Ch. 369 of the Acts of 2012. i.e. any product containing any amount of marijuana.

Notwithstanding any provision of this lease to the contrary, no right of entry, possession or sale, either set forth expressly in this lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Landlord hereby agrees and acknowledges that any such marijuana located on the Premises shall be controlled in accordance with 105 CMR 725.000, et seq., and if provided by law, under the supervision of the Massachusetts Department of Public Health.

In the event this lease is terminated by reason of the Tenant's default hereof, and after those authorized to possess and handle marijuana for medical use pursuant to Chapter 369 of the Acts of 2012 and its implementing regulations 105 CMR 725.000, et seq., have removed all marijuana and marijuana-infused products from the Premises, after the Landlord has sought and obtained approval from the Massachusetts Department of Public Health Medical Use of Marijuana Program Regulators, the Landlord may at Landlord's option occupy the Premises or cause the Premises to be altered, divided, or otherwise changed or prepared for re-letting, and may re-let the Premises or any part thereof, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this lease, and receive the rent therefor, applying the same first to the payment of such expenses as Landlord may have incurred in connection with the recovery of possession of the Premises and to the payment of Landlord's costs and expenses to maintain the Premises for which the Tenant is responsible under this lease had termination not occurred and to return the Premises to the condition the Premises are required to be in at the expiration of the term of this lease and to the payment of such expenses as the Landlord may have incurred in connection with dividing or otherwise changing or preparing the Premises for re-letting, and/or which the Landlord may have incurred, including brokerage and attorney's fees, in dealing with the Tenant's default of this lease and the negotiation of new leases, and then to the payment of damages in amounts equal to the basic annual rent, additional rent and other charges hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has re-let, to pay to Landlord damages equal to the rent, additional rent and all other sums to be paid by Tenant as and when due under the terms of this lease as if there were no default, less the net proceeds of the re-letting, if any, as ascertained from time to time. In re-letting the Premises as aforesaid, Landlord may grant commercially reasonable rent concessions, and Tenant shall not be credited therewith. The Tenant shall not be entitled to any surplus accruing as a result of any re-letting.
The Landlord agrees to use reasonable efforts to mitigate damages.

Nothing contained in this lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency of Tenant by reason of the termination of this lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proven."

2. **Effect.** All provisions of the Lease not specifically amended by this Amendment shall remain in full force and effect.

3. **Governing Law.** This Amendment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Amendment shall be governed by, the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law provision or rule.

4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[signatures appear on next page]*
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first set out above.

GREEN RUBICON LLC

By: 

Name: 

Title: PRESIDENT

MASS WELLSPRING, INC.

By: 

Name: 

Title: PRESIDENT
12. Please identify any agreements or contracts, executed or proposed, in which the applicant will engage in a Related Party Transaction and summarize the terms of each such agreement.

Mass Wellspring has agreed to terms of a lease of its premises from Green Rubicon, LLC. It is a 5-year lease triple net for $24,000 per month ($25 per sq ft for the structure and $2.62 per sq ft for the right to use the land); rent increases 3% annually. The lease with Green Rubicon is a related party transaction given that members of Green Rubicon and members of Mass Wellspring's Board of Directors.

Mass Wellspring has agreed to terms of loans provided by evidenced by Promissory Notes and secured by the Security Agreements. The loan amount provided by up to $400,000 and up to $100,000 with an interest rate of 18% per annum. The Notes and Security Agreements are related party transactions given that are members of Mass Wellspring's Board of Directors.

The terms of the Notes and the lease reflect fair market value and the Notes are in compliance with applicable Massachusetts usury law. will recuse themselves from voting as a director of Mass Wellspring on all matters pertaining to or affecting Mass Wellspring's transactions and agreements with Green Rubicon.
14. Please identify whether any members of the Board of Directors are serving as officials, executives, corporate members or board members for any management company, investor or other third party proposed to contract or otherwise conduct business with the proposed RMD.

[Redacted text]

[Redacted text]
**SECTION F. CAPITAL CONTRIBUTORS**

List all persons and entities known to date that are committed to contributing 5% or more of initial capital to operate the proposed RMD. For entities contributing initial capital to operate the proposed RMD, list the entity’s Chief Executive Officer/Executive Director and President/Chair of the Board of Directors.

Attach additional tables if needed.

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

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[Signature]