September 29, 2016

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

Re: Mass Alternative Care, Inc. - *Siting Profile* (Application 1 of 3)

To Whom It May Concern:

Please find attached our *Siting Profile* submission for Application 1 of 3, as well as supplemental information requested by the Department in previous correspondence. This package includes:

1. *Siting Profile* (Application 1 of 3)
2. Letter of Opinion regarding our agreement with MJardin requested January 11, 2016
3. Letter of Opinion regarding our agreement with 4Front Advisors requested January 25, 2016

Should you have any questions about our application, please contact [redacted]

Sincerely,

[Redacted]
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 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 ALTERNATIVE CARE, INC.**  
   - Legal name of Corporation

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

3. **Address of Corporation (Street, City, Town, Zip Code)**
   - [Redacted]

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

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

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

7. **Number of applications: How many *Siting Profiles* do you intend to submit?**
   - 3
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>Dispensing</td>
<td>35-45 Limestone Road Lee, MA 01238</td>
<td>Berkshire</td>
</tr>
<tr>
<td>Cultivation</td>
<td>1247 East Main Street Chicopee, MA 01020</td>
<td>Hampden</td>
</tr>
<tr>
<td>Processing</td>
<td>1247 East Main Street Chicopee, MA 01020</td>
<td>Hampden</td>
</tr>
</tbody>
</table>

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

Proposed Commercial Lease & Tenancy Agreement Between
DKRV Commercial Properties, LLC (the "Landlord") and
Mass Alternative Care, Inc. (the "Tenant")

| Leased Premises: | A total of approximately 5,000 square feet of space to be constructed at 35-45 Limestone Road, Lee, MA 01238, (the "Premises"), A.K.A Lots 6 & 7 of the Quarry Hill Business Park together with the rights to use the Premises including all attendant office space, parking spaces, driveways, bathrooms, and all other fixtures and mechanical components located at the Building. |
| Lease Term: | Ten (10) years, with one 10 Year renewable option -- Tenant’s required license issued by the Commonwealth of Massachusetts Department of Public Health (“DPH”) is renewable and subject to review annually. Should DPH not renew Tenant’s license, Tenant may terminate the Lease Agreement with a forfeiture of the security deposit as the only penalty. |
| Assignment – Subleasing: | Tenant will be allowed to assign or sublet the whole or any part of the Premises. Landlord shall be entitled to assign its interest under this LOI and the Lease to an affiliate who purchases the Premises, if applicable. |
| Base Rent: | Years 1-10 $45.00 per square foot. |
| Tenant Improvement Allowance/Landlord Improvement Contribution: | Up to $800,000 for construction and development of single-tenant medical office building & associated parking lot on the premises. |
| Additional Rent: | Tenant shall pay its proportionate share (100%) of all operating expenses attributable to the Building and Premises. |
| Real Estate Taxes: | The Tenant will pay its proportionate share (100%) of amounts required to be paid by the Landlord attributable to the Building and Premises. |
| Security Deposit: | Two (2) months base rent payable upon Lease execution. |
Utilities: The Tenant shall pay the cost of all utilities used or consumed in connection with the use and occupancy of the Building.

Lease Commencement: The Lease shall commence on January 1, 2018. Tenant shall have the right to terminate the Lease Agreement should it be unsuccessful in obtaining the necessary licenses and permits issued by the Department of Public Health and Town of Lee to conduct its business. (Anticipated timing to be no later than October 31, 2017). In the event the necessary licenses and permits are not received the Lease will be of no force or effect and Landlord shall retain Tenant’s security deposit.

Rent Commencement: The Tenant’s obligation to pay rent shall commence on the Lease Commencement Date.

Building Interior Improvements The Tenant shall build-out the Building in accordance with plans supplied to the Landlord.

Building Delivery Upon commencement of the Lease the Landlord shall deliver the Building in a broom clean condition. Additionally, Landlord shall deliver all mechanicals serving the Building in proper working order. Landlord shall meter all utilities to the premises to include water, sewer, electricity and gas (if available). Landlord shall deliver the premises with two (2) bathrooms to code.

Qualifying Conditions This Term Sheet sets forth certain terms. With the exception of Confidentiality, below, the parties will not be bound until execution of a mutually satisfactory Lease. However, Landlord agrees not to enter into any negotiations or agreement with any other RMD company, RMD applicant, or its affiliates while MAC is engaged in the State’s application process and/or while MAC is engaged in the Town of Lee’s Site Plan Review process.

Confidentiality Landlord and Tenant agree that these negotiations are confidential in nature and that no party shall disclose the nature or existence of the negotiations without the prior written consent of the other.
Mass Alternative Care, Inc. - Application 1 of 3

TENANT

LANDLORD

DKRV Commercial Properties, LLC

By: Ronald Paasch, Manager
Date: 9/29/16
LEASE

LEASE made as of February 15, 2016, by and between DKRV COMMERCIAL PROPERTIES, LLC, a Massachusetts limited liability company with an address of 39 Timber Ridge Road, West Springfield, Massachusetts, hereinafter referred to as the "Lessor", and MASS ALTERNATIVE CARE, INC., a Massachusetts corporation with an address of One Monarch Place, Suite 1900, Springfield, Massachusetts, hereinafter referred to as the "Lessee".

The Lessor and the Lessee agree as follows:

1. **Lease of Premises.**

   The Lessor shall lease to the Lessee, and the Lessee shall lease from the Lessor, for the term and upon the conditions contained in this Lease, the premises located at 1247 East Main Street, Chicopee, Massachusetts (the "Premises"). The Premises consists of an approximately 19,100 square foot building located on a parcel containing approximately 2.43 acres of land. The Premises include all of the buildings, structures and other improvements located at the Premises. The Premises are more particularly described in a deed recorded in the Hampden County Registry of Deeds at Book 19754, Page 174. The Lessor is under contract to gain title of the Premises under a Real Estate Agreement dated May 2015 by and between the Lessor, as Buyer, and CEA Realty, LLC, as Seller (the "Real Estate Agreement").

2. **Use by Lessee.**

   The Lessee agrees that it will use the Premises only for business purposes permissible under the laws of the Commonwealth of Massachusetts. The Lessee shall not use or occupy the Premises for any other purpose or business without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.
3. **Commencement Date: Lessee's Improvements.**

   The term of this Lease and the Lessee's obligation to pay rent hereunder shall commence upon the date upon which the last of the following three (3) conditions has been met:

   (a) The Lessee having had received a license to operate a Registered Marijuana Dispensary (an "RMD") pursuant to Massachusetts General Laws Chapter 111, § 3, and regulations promulgated thereto (the "License") at such time that pursuant to the License Lessee's use of the Premises is reasonably required by the License as determined by Lessee in its sole discretion;

   (b) The Lessor and/or Lessee having had received zoning and other approvals from the City of Chicopee permitting the Lessee's use of the Premises as an RMD and all applicable appeal periods have run without an appeal being filed with the appropriate body or authority, or, such an appeal having been filed, there has been a final adjudication or dismissal of said appeal denying said appeal; and

   (c) The Lessor shall have closed the Real Estate Agreement, thereby gaining title to the Premises.

   The date of commencement of the term of this Lease is referred to in this Lease as the "Rental Commencement Date". All work or improvements with respect to the Premises shall be performed at the Lessee's sole cost and expense in accordance with Paragraph 11 of this Agreement.

4. **Term.**

   The Lessee shall hold the Premises for a term of five (5) lease years and the partial month during which the Rental Commencement Date occurs, beginning on the Rental
Commencement Date established pursuant to Paragraph 3 above. The phrase "lease year" as used herein shall mean a period of twelve (12) consecutive calendar months.

5. **Rent.**

(a) The Lessor and the Lessee agree that during the term of this Lease the Lessee shall pay to the Lessor annual rent in the amount of One Hundred Eighty-Six Thousand Two Hundred Forty and 00/100 ($186,240.00) Dollars, payable in equal monthly installments of Fifteen Thousand Five Hundred Twenty and 00/100 ($15,520.00) Dollars. All payments of monthly rent shall be payable in advance, on the first day of each month during the term of this Lease, beginning on the first day of the month immediately following the Rental Commencement Date. The first monthly payment of rent, if applicable, shall include a pro rata portion of the monthly rent payable pursuant to this Lease for the period beginning upon the Rental Commencement Date and ending on the last day of the month in which the Rental Commencement Date has occurred.

(b) The Lessee agrees to pay the rent provided for in this agreement as and when due including any additional rent, as well as all sums of money, charges or other amounts required to be paid by the Lessee to the Lessor or to another person under this agreement, all of which shall be deemed to be "rent" in addition to the rent expressly provided for herein. All payments of rent and additional rent shall be due and payable without demand thereof unless otherwise expressly provided in this agreement. Nonpayment of additional rent when due shall constitute a default under this agreement to the same extent, and shall entitle the Lessor to the same remedies, as nonpayment of rent.

6. **Additional Rent.**

(a) **Utilities.** The Lessee agrees that during the entire term of this Lease
it shall pay for all utilities used or consumed by the Lessee in connection with its use and occupancy of the Premises.

(b) **Real Estate Taxes.** The Lessee agrees that during the entire term of this Lease it shall pay all real estate taxes assessed with respect to the Premises on or before the date when such real estate taxes are due and payable. The Lessee shall furnish to the Lessor evidence of the payment of all such real estate taxes within five (5) days from the date of payment by the Lessee of each installment of real estate taxes.

(c) **Absolutely Net Lease.** It is the specific intention of the Lessor and the Lessee that this Lease shall be absolutely net and that the rent set forth in Paragraph 5 above shall be the net amount of money paid to the Lessor in each year during the term of this Lease. The Lessor shall not be required to provide any services or do any act in connection with or relating to the Premises except to the extent specifically set forth herein, and all costs, expenses and obligations of every kind and nature relating to the Premises which may arise, be owed and/or become due during the term of this Lease shall be paid by the Lessee. The Lessee agrees to indemnify and hold the Lessor harmless from and against any such costs, expenses and/or obligations.

7. **Condition of Premises, Maintenance and Repairs: Surrender.**

(a) The Lessor has not made and the Lessee has not relied upon any representations or warranties, whether express or implied, as to the condition of the Premises or their suitability for the Lessee's use other than those which may be specifically set forth in this Lease. The Lessee accepts the Premises in the condition existing upon the Rental Commencement Date.

(b) The Lessee agrees that during the term of this Lease it shall, at its own
expense, make all necessary structural repairs to the Premises and all the repairs necessary to maintain in good working condition the plumbing, electrical and air conditioning and heating systems, windows and all other parts of the Premises. The obligation of the Lessee hereunder shall include without limitation all mechanical and utility systems, so as to keep them in good and safe operating condition in all respects. The Lessee also agrees that during the term of this Lease it shall, at all times, keep the Premises in a good, clean condition and in good order and repair and it shall make all necessary repairs and perform all necessary maintenance for such purposes. The Lessee shall be responsible for the repair, replacement and maintenance of all floors and walls within or part of the Premises, and it shall repaint, carpet and/or tile such floors and walls to the extent reasonably necessary from time to time. If the Lessee fails, refuses or neglects to make such repairs or fails to prosecute diligently such repairs to completion, after written notice from the Lessor of the necessity therefor, the Lessor may make such repairs at the expense of the Lessee, and such expenses shall be collectible as additional rent.

(c) The Lessor shall not be liable for any injury to or interference with the Lessee's business arising from or caused by the making of any repairs, alterations, additions or improvements in or to the Premises or to any appurtenances thereto or equipment therein. There shall be no abatement of rent because of such repairs, alterations, additions or improvements, except as otherwise expressly provided herein.

(d) At the end of the term of this Lease or upon the earlier termination of this Lease, the Lessee shall surrender the Premises to the Lessor, together with all alterations, additions and improvements thereto, in clean condition and in good order and repair except for ordinary wear and tear and damage for which the Lessee is not obligated to make repairs under this Lease. The Lessee shall have the right at the end of the term hereof to remove any
equipment, furniture, trade fixtures or other personal property placed in the Premises by the Lessee, provided that the Lessee promptly repairs any damage to the Premises caused by such removal and restores the Premises to the condition existing upon the commencement date. In the event that the Lessee fails to repair and restore the Premises as provided herein the Lessor may perform or cause such repairs and restoration to be performed at the Lessee's expense.

8. **Indemnity and Liability Insurance.**

   The Lessee agrees that, unless caused by the negligence of the Lessor, it will: (1) indemnify the Lessor against any injury, loss, claim or damage to any person or property while on the Premises; (2) indemnify the Lessor against any injury, loss, claim or damage to any person or property, wherever located, if caused by the negligent or tortious acts of the Lessee; and (3) indemnify the Lessor against any injury, loss, claim or damage arising out of any release of any "oil" or "hazardous materials", as defined in Mass. General Law Chapter 21E, at the Premises during the term of the Lease. The Lessee shall procure and maintain in full force "Product Liability" and "General Liability" insurance policies as required under 105 CMR 725.105(Q)(1). The Lessor shall be named as an Additional Insured for the General Liability Policy. Under such policies limits shall not be less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, for each policy. The deductible for the Product Liability shall not exceed $5,000 per occurrence. Certificates of the insurance effected under this paragraph, and certificates of any and all renewals or replacements of this policy, shall be delivered to the Lessor prior to the Rental Commencement Date of this Lease. The policy or certificate shall provide that the insurance shall not be cancelled or reduced in amounts or limits, or reduced in breadth of coverage without ten (10) days prior written notice to the Lessor, and that no act or omission on the part of the Lessee shall invalidate such policies as they apply to the Lessor.
9. **Compliance With Law.**

The Lessee agrees that it shall, at its own expense, comply with all state statutes, municipal regulations, and all regulations and orders of any public authority with respect to the use and occupancy of the Premises or with respect to such alteration or repair of the Premises as may be required to comply therewith. In connection therewith, the Lessee agrees that it shall, at its own expense, obtain all local and state permits, licenses and other approvals that may be required in order to permit the Lessee to use the Premises for the purposes described in Paragraph 2 above.

10. **Assignment and Sublease.**

The Lessee shall not be entitled to assign this Lease or make any sublease for the whole or any part of the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed, provided that any such subtenant or assignee agrees to be bound by all of the terms and conditions of this Lease and assumes all of the obligations of the Lessee pursuant to this Lease, including without limitation the Lessee's obligations pursuant to Paragraph 5(a) above.

11. **Alterations and Additions.**

The Lessee shall not be entitled to make any alterations, additions or improvements to the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.

12. **Fire Insurance.**

The Lessee shall carry fire insurance with extended coverage on the Premises, including all of the buildings, structures or other improvements now or hereafter located at the
Premises, all of the Lessee's improvements to the Premises and all of the Lessee's fixtures, furniture, furnishings, equipment and stock in trade to the extent of their full replacement value. Fire insurance will be carried with companies qualified to do business in Massachusetts, and the Lessee agrees to furnish the Lessor with certificates evidencing such insurance upon the request of the Lessor therefor. The Lessee also agrees that all such insurance policies shall provide that they shall not be cancelled or materially changed without at least ten (10) days prior written notice thereof to the Lessor and that no act or omission by the Lessee shall invalidate such policies as they apply to the Lessor.

13. **Access by Lessor.**

   The Lessor shall have the right to enter the Premises at reasonable times during the Lessee's business hours upon reasonable prior notice thereof for the purpose of inspection, making such repairs as the Lessor may be obligated to make or may deem necessary or curing any default of the Lessee. The Lessor shall have the right of access to the Premises at any time in the event of an emergency, without liability to the Lessee and without such entry consisting of eviction of the Lessee or termination of the Lease.

14. **Default.**

   The occurrence of any of the following shall constitute an event of default and breach of this Lease by the Lessee:

   (a) The vacation or abandonment of the Premises by the Lessee;
   
   (b) The failure of the Lessee to pay, within five (5) days of the date when due, any installment of rent or additional rent due hereunder, any other sum required to be paid by the Lessee or any part of any of the foregoing;
   
   (c) The failure of the Lessee to observe or perform any other provisions,
covenants or obligations of this Lease to be observed or performed by the Lessee, where such failure continues for thirty (30) days after the receipt by the Lessee of written notice thereof from the Lessor; or

(d) The making by the Lessee of any assignment for the benefit of creditors; the adjudication that the Lessee is bankrupt, insolvent or unable to pay its debts; the filing by or against the Lessee of a petition to have the Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against the Lessee, such petition is dismissed within sixty (60) days after the filing thereof; the appointment of a trustee or receiver to take possession of substantially all of the Lessee's assets located in the Premises or of the Lessee's interest in this Lease, unless possession is restored to the Lessee within thirty (30) days after such appointment; or the attachment, execution or levy against, or other judicial seizure of, substantially all of the Lessee's assets located in the Premises or of the Lessee's interest in this Lease, unless discharged within thirty (30) days after issuance thereof.

15. Remedies.

Upon the occurrence of any event of default as described in Paragraph 14:

(a) The Lessor may perform for the account of the Lessee any obligation with respect to which the Lessee is in default and immediately recover as additional rent any expenditures made and the amount of any obligations incurred in connection therewith plus interest at twelve percent (12%) per annum for such expenditures from the date of any such expenditure, together with a late charge for payments of rent past due at the same rate of interest;

(b) The Lessor, at its option, may serve notice upon the Lessee that this Lease
and the then unexpired term hereof shall cease and expire and become absolutely void on the date specified in such notice, which shall be not less than five (5) days after the date of such notice without any right on the part of the Lessee to save forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. This Lease and the term hereof, as well as the right, title and interest of the Lessee hereunder shall, upon the effective date of such notice, wholly cease and expire and become void in the same manner and with the same force and effect, except as to the Lessee's liability, as if the date fixed in such notice were the date provided herein for the expiration of the term of this Lease. Thereupon the Lessee shall immediately quit and surrender to the Lessor the Premises, and the Lessor may enter into and repossess the Premises by summary proceedings, and remove all occupants thereof and, at the Lessor's option, any property therein without being liable to indictment, prosecution or damages therefor. No such expiration or termination of this Lease shall relieve the Lessee of its liability and obligations under this Lease, whether or not the Premises shall be relet. If the Lessee fails to remove any equipment, furniture, trade fixtures or other property prior to any such repossession by the Lessor such equipment, furniture, fixtures and other property shall be deemed abandoned by the Lessee and shall become the property of the Lessor;

(c) The Lessor may, at any time after the occurrence of any event of default, re-enter and repossess the Premises or any part thereof and attempt, in its own name as agent for the Lessee if this Lease has not been terminated or on its own behalf if this Lease has been terminated, to relet all or any part of such Premises for and upon such terms and to such persons, firm or corporations and for such period or periods as the Lessor, in its sole discretion, shall determine, including a term beyond the termination of this Lease. The Lessor shall not be
required to accept any tenant offered by the Lessee or observe any instruction given by the Lessee with respect to such reletting. The cost of reasonable brokerage and legal fees expended by the Lessor in connection with the reletting of the Premises as well as the cost of repairing, restoring or redecorating the Premises shall be charged to and be payable by the Lessee as additional rent hereunder, and any sums collected by the Lessor from any new tenant shall be credited against the balance of the rent due hereunder for the remainder of the term of this Lease. The Lessee shall pay to the Lessor monthly, on the days when the rent would have been payable under this Lease, the amount of rent and additional rent due hereunder less the amount obtained by the Lessor from any such new tenant.

(d) The rights and remedies given to the Lessor in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the Lessor, shall be deemed in exclusion of any of the others. Notwithstanding anything to the contrary contained herein, in no event shall the Lessor take possession, custody or control of any property or regulated assets of Lessee that would require Lessor to be authorized to do so under Chapter 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000 et seq., unless Lessor is actually authorized to do so.

In the event that, upon default by the Lessee, the Lessor brings an action for summary process or for amounts due from the Lessee, and the Lessor is the prevailing party in such action, then the Lessee shall pay the Lessor’s costs, including reasonable attorneys’ fees, in connection with such action.

16. **Destruction of Premises.**

If the Premises are damaged by fire, the elements, unavoidable accident or other casualty, the Lessee shall at its own expense cause such damage to be repaired as soon as
practicable and the rent shall be abated during the period of any such restoration. In the event that the Lessee is required to repair the Premises as described herein, the Lessee shall be entitled to all insurance proceeds arising out of the damage or destruction of the Premises for the purpose of repairing and restoring the Premises. All such insurance proceeds shall be made available to the Lessee in a manner that is reasonably acceptable to the Lessor and insures that such insurance proceeds are applied toward the cost of repairing and restoring the Premises.

17. Eminent Domain.

(a) If the whole of the Premises are acquired or condemned by eminent domain for any public or quasi public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and rentals shall be paid up to that date.

(b) If any part of the Premises is acquired or condemned as aforesaid, and in the event that such partial taking or condemnation renders the Premises unsuitable for the Lessee, in the Lessee's reasonable opinion, then the term of this Lease shall cease and terminate as of the date of title vesting and such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the Lessee, then the Lessee shall promptly restore the Premises to a condition comparable to its condition at the time such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.

(c) In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessor shall be entitled to that portion of the award paid for such condemnation that is attributable to the Lessor's Improvements and the land comprising the Premises that is affected by such taking. The Lessee shall have the right to claim and recover from the
condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee on account of its improvements and its leasehold interest in the Premises or otherwise, including relocation expenses.

18. **Signs and Advertising.**

The Lessor agrees that provided that the Lessee obtains all local and/or state permits, licenses or other approvals that are required for the erection of signs, displays, advertisements or other means of identifying the Premises and the products and services available therein to the public, the Lessee shall be entitled to erect, install or otherwise display any signs, displays, advertisements or other means of identifying the Premises and the products and services available therein to the public on the Premises without the prior written approval of the Lessor.

19. **Mutual Subrogation Waiver.**

The Lessor and the Lessee agree that any claim by either of them against the other for damages arising out of any peril, insured under any property damage or earnings policy carried by either shall not be assignable, nor the subject of a subrogation action by any third party. Each of the parties agrees to release the other party from any and all liability for damages for any claim or claims arising out of any peril insured under any property damage or earnings policy carried by either the Lessor or the Lessee.

20. **Notice of Claims.**

In the event of any claim, cause of action or suit is made or brought against the Lessee, or the Lessor, of which the Lessee shall have knowledge, arising from the occupancy of the Lessee of or pertaining to the Premises, the Lessee shall immediately notify the Lessor thereof in writing.

21. **Quiet Enjoyment.**
The Lessor covenants and agrees that upon the Lessee's paying the rent herein reserved and performing and observing all the other covenants to be performed and observed on the part of the Lessee, the Lessee may use and occupy the Premises throughout the full term of this Lease without any disturbance by any person whatsoever.

22. **Subordination and Attornment.** The Lessee accepts this Lease subject and subordinate to any mortgage or mortgages, including without limitation the notes or other obligations secured thereby and any and all renewals, modifications, consolidations, replacements or extensions of any such mortgages or the notes or other obligations secured thereby. The Lessee shall execute, acknowledge and deliver to the holder of any such mortgage or to any of the parties to such instruments, at any time upon demand by such holder or by such party, any release, certificate or other documents that may be required by such holder or by any such party, for the purpose of evidencing the subordination of this Lease to such mortgages or other instruments or to any renewals, modifications, consolidations, replacements or extensions thereof. In the event of a sale under any mortgage or any note or other obligations secured thereby to which this Lease is subordinate, or taking of possession of the Premises by the mortgagee or other person acting for or through the mortgagee under any mortgage to which this Lease is subordinate, the Lessee agrees that it shall attorn to and recognize as the Lessor hereunder the party who, but for this Lease, would be entitled to possession of the Premises.

23. **Estoppel Certificates.** The Lessee shall, at any time and from time to time, within twenty (20) days following its receipt of a written request from the Lessor or any mortgagee, execute, acknowledge and deliver to the Lessor or Mortgagee a written statement certifying that this Lease is in full force and effect and unmodified or, if modified, stating the nature of such modification, certifying the date to which the rent reserved hereunder has been paid, and certifying that there are not, to the Lessee's knowledge, any uncured default on the
part of the Lessor hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or mortgagee of all or any part of the Building or real property on which the Building is located. The Lessee's failure to deliver such statement within such twenty (20) day period shall be conclusive upon the Lessee that this Lease is in full force and effect and unmodified, and that there are no uncured defaults with respect to the Lessor's performance hereunder.

24. **Unforeseen Delay.** The provisions of this paragraph shall be applicable if there shall occur, during the term hereof, or any renewal or extension thereof, any strike, lockout, or labor dispute; inability to obtain labor or materials or reasonable substitute therefor; liability in obtaining fuel, electricity, services or supplies from the sources from which they are normally obtained or from reasonably comparable substitute sources; or act of God, governmental restriction, regulation, or control, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty or any other condition or cause beyond the reasonable control of the Lessor. If the Lessor shall, as the result of any such event, fail punctually to perform any obligation required hereunder, then such obligation shall be punctually performed as soon as practicable after such event abates. If the Lessor shall, as a result of such event, be unable to exercise any right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.

25. **Holding Over.**

If the Lessee retains possession of the Premises or any part thereof after the termination of the term such holding over shall be on a month-to-month basis only and the Lessee shall pay the Lessor rent at the monthly rate specified herein after the last month of the term hereof for the time the Lessee this remains in possession and, in addition thereto, shall pay
the Lessor for all damages, consequential as well as direct, sustained by reason of the Lessee's retention of possession. The provisions of this paragraph do not exclude the Lessee's right to summary process or any other rights hereunder. The Lessee shall indemnify and hold the Lessor harmless from and against any and all loss or liability resulting from the failure of the Lessee to surrender possession of the Premises in accordance with the term and conditions of this Lease.

26. **Brokers.**

The Lessor and the Lessee hereby represent and warrant to each other that no broker's commission or finder's fee is due in connection with the consummation of this transaction and that no real estate broker, agent or other third party has or will be engaged to represent it in this transaction.

27. **Waiver, Notices.**

No consent or waiver, express or implied by the Lessor to or of any breach of any covenant, condition or duty of the Lessee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. Any notice from the Lessor to the Lessee or from the Lessee to the Lessor shall be deemed to have been duly delivered if mailed by certified mail, addressed to the Lessee or the Lessee at the address set forth in the first paragraph of this Lease, and the customary certified mail receipt shall be conclusive evidence of such service.

28. **Expressions.**

The expressions "Lessor" and "Lessee" or the pronoun "it", referring either to the Lessor or the Lessee, shall be deemed to refer to the actual Lessor or Lessee for the time being as the case may be, and the context hereof may admit or require, regardless of whether such Lessor or Lessee is a natural person, a corporation, the trustees of a trust or some other firm or entity.
29. **Entire Agreement, Construction.**

This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change or modifications hereof shall be valid unless made in writing, signed by all of the parties hereto. This Lease amends and restates in its entirety the Lease between the parties hereto dated as of January 15, 2016. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and it shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Lessor and the Lessee have signed this Agreement as a sealed instrument as of the date first written above.

DKRV, COMMERCIAL PROPERTIES, LLC,

LESSOR

By Donald R. Chase,
Manager
SECTION C: LETTER OF SUPPORT OR NON-OPPosition

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

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

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

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

Name and Title of Individual

Signature

Date

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

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

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

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

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

Siting Profile - Page 6
August 2, 2016

Dept. of Public Health/Attn: Eric Sheehan, J.D.
Medical Use of Marijuana Program
RMD Registration, 99 Chauncey St., 11th Floor
Boston, Massachusetts 02111

The Lee Board of Selectmen. does hereby provided non-opposition to Mass Alternative Care to operate a Registered Marijuana Dispensary in the Town of Lee. I have been authorized to provide this letter of behalf of the Lee Board of Selectmen by a vote taken at a duly noticed meeting on August 2, 2016.

The Lee 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.

Thomas P. Wickham, Chair
Lee Board of Selectmen

Dated: August 2, 2016
January 20, 2016

Eric Sheehan, JD
Interim Director, Bureau of Health Care Safety and Quality
The Commonwealth of Massachusetts Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

Re: RMD Application of Mass Alternative Care, Inc.

Dear Interim Director Sheehan:

I, Richard J. Kos, do hereby provide support to Mass Alternative Care, Inc. to operate a Registered Marijuana Dispensary ("RMD") in Chicopee, Massachusetts.

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.

Very truly yours,

Richard J. Kos
Mayor of Chicopee
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.

MAC has reviewed Lee Zoning Bylaws including Section 4 and selected its location to comply with all siting and setback requirements of the "Health Services" use as the Town of Lee does not specifically define an "RMD" use in their bylaws.

The proposed site is located in an Office Park & Light Industrial (OPLI) zoning district, which allows "Health Services" use with a Site Plan Review by the Lee Planning Board. MAC has reviewed Section 10.1 of Town Bylaws containing supplemental district regulations for OPLI zoning districts.

The site is comprised of over 4 acres of land. The proposed structure will be constructed and sited outside a radius of 500 feet of a school, daycare center, or any facility in which children commonly congregate.

Once the PCR is issued by the Department, MAC will apply for a Site Plan Review by the Lee Planning Board in accordance with Section 13.3 of the Lee Zoning Bylaw. Once approved, MAC will comply with all ongoing requirements of the ordinance and bylaws of the Town of Lee.

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 hereafter.
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></th>
<th>FIRST FULL FISCAL YEAR PROJECTIONS 2018</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS 2019</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS 2020</th>
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<td>Projected Revenue</td>
<td>$1,258,234.00</td>
<td>$1,714,557.00</td>
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<td>Projected Expenses</td>
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<td>VARIANCE:</td>
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<td>$123,459.00</td>
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<td>Number of unique patients for the year</td>
<td>508</td>
<td>692</td>
<td>879</td>
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<tr>
<td>Number of patient visits for the year</td>
<td>12275</td>
<td>16727</td>
<td>21249</td>
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<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>36</td>
<td>27</td>
</tr>
<tr>
<td>Estimated purchased ounces per visit</td>
<td>.27</td>
<td>.27</td>
<td>.27</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>$375</td>
<td>$373</td>
<td>$369</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>9</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>205</td>
<td>280</td>
<td>360</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>205</td>
<td>280</td>
<td>360</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: 03/01/2018
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.

Print Name of Authorized Signatory

CHIEF EXECUTIVE OFFICER

Title of Authorized Signatory

Date Signed

09/29/2016

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.

Siting Profile - Page 9
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 Mass Alternative Care, Inc - Application 1 of 3

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

Print Name of Authorized Signatory
CHIEF EXECUTIVE OFFICER
Title of Authorized Signatory

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

Date Signed

09/29/2016

Print Name of Authorized Signatory
CHIEF EXECUTIVE OFFICER
Title of Authorized Signatory
1, 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.

Print Name of Authorized Signatory

CHIEF EXECUTIVE OFFICER

Title of Authorized Signatory

09/29/2016
Date Signed

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.
ADDITIONAL INFORMATION SUMMARY

**Item 1**

We have included a revised *Management and Operations Profile* Question C.12 identifying the terms of the lease agreement and related parties per Section 3 of "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance."

**Item 2**

We have attached an independent legal opinion that the MJardin Massachusetts, LLC agreement described in our response to Question C.11 in the *Management and Operations Profile* are in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.

**Item 3**

We have attached a revised independent legal opinion that the 4Front Advisors, LLC agreement described in our response to Question C.15 of the *Management and Operations Profile* is in compliance with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance. This letter, while materially consistent with the original submission, references the agreement titled “Limited, Non-Exclusive License to Use Proprietary Instruction Manuals and Other Property” dated April 14, 2015. Please reference this letter in your ongoing review of our application.
ATTACHMENTS
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.

MAC has agreed to terms of a lease and tenancy agreement for the construction of its dispensary premises in Lee with DVRV Commercial Properties. It is a 5 year absolute net lease for $45.00/sqft pursuant to MAC’s approval for a provisional certificate to operate an RMD.

MAC has agreed to terms of a lease of its cultivation/processing premises in Chicopee with DVRV Commercial Properties. It is a 5 year absolute net lease for $9.75/sqft pursuant to MAC’s approval for a provisional certificate to operate an RMD.

The leases with DVRV Commercial Properties are related party transactions given that Dr. Ronald Paasch, M.D. is a managing member and Kevin Collins is a corporate member of DVRV Commercial Properties, the entity leasing sites to MAC, and are also members of MAC’s Board of Directors. Kevin Collins also serves as MAC’s Chief Executive Officer.

MAC’s CFO, Vincent Cardillo, is also a corporate member of DVRV, however, he has no authority with respect to decision-making in connection with entering any lease agreement.

The terms of the agreements reflect fair market value for the properties being provided and are in full compliance with Massachusetts law, including but not limited to laws regarding usury.