April 11, 2016

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

Re: Request for Information - Mass Alternative Care, Inc. Siting Profile (Application 3 of 3)

To Whom It May Concern:

Please find attached our complete responses to the Department’s requests for additional information, dated April 1, 2016, as they pertain to our Siting Profile submission.

Should you have any questions about our application, please contact

Sincerely,

[Name]

RECEIVED
APR 11 2016

MA Dept of Public Health
99 Chauncy Street
Boston, MA 02111
REVISIONS AND CLARIFYING INFORMATION SUMMARY

**Item 1**

We have attached evidence of interest in the property for the cultivation/processing location at 1247 East Main Street, Chicopee, MA 01020. In addition to the attached lease agreement, we have attached an independent legal opinion that the agreement with DKRV Commercial Properties regarding the Chicopee property is in compliance with non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.

**Item 2**

We have attached a letter of support for the cultivation/processing location at 1247 East Main Street, Chicopee, MA 01020.

**Item 3**

We have attached an independent legal opinion that the agreement with DKRV Commercial Properties regarding the Amherst property is in compliance with non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.

We have also included a revised *Management and Operations Profile* Question C.12 identifying the terms of the agreements and related parties per Section 3 of “Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance.”
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 15, 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.


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.


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.


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.

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 unsecured 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,
LESSEE

By
Donald R. Chase,
Manager
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
# LETTER OF INTENT

**Proposed Commercial Sublease Between**

DKRV Commercial Properties, LLC (the "Sublessor") and Mass Alternative Care, Inc. (the "Sublessee")

<table>
<thead>
<tr>
<th>Subleased Premises:</th>
<th>A total of approximately 1,900 square feet of space on the northerly side of the building known as 55 University Drive, Amherst, MA 01002 (the “Sublease Premises”), together with the rights to use, in common with others entitled thereto, the hallways and stairways necessary for access to the Sublease Premises, including all attendant office space, parking spaces, bathrooms, and all other fixtures and mechanical components located at the building of the Sublease Premises (the “Building”).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sublease Term:</td>
<td>Five (5) years with three (3) five-year options, 20 Year Renewable – Sublessee’s’ required State license is renewable annually. Should the Commonwealth of Massachusetts not renew Sublessee’s license, Sublessee may terminate the Sublease with a buyout to be negotiated.</td>
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<tr>
<td>Assignment – Subsubleasing:</td>
<td>Sublessee will be allowed to assign or further sublet the whole or any part of the Sublease Premises.</td>
</tr>
<tr>
<td>Base Rent:</td>
<td>Years 1-5: $28.00 per square foot. Base rent to increase 10% per five (5) year term.</td>
</tr>
<tr>
<td>Sublessor Improvement Contribution:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional Rent:</td>
<td>Sublessee shall pay its proportionate share of all operating expenses attributable to the Building and Sublease Premises, including insurance and common area maintenance expenses. In the event that the Sublessee’s use causes an increase in insurance, Sublessee shall pay any increase.</td>
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<tr>
<td>Real Estate Taxes:</td>
<td>Sublessee will pay its proportionate share of amounts required to be paid by the Sublessor attributable to the Building and Sublease Premises.</td>
</tr>
<tr>
<td>Security Deposit:</td>
<td>Two (2) months of base rent payable upon Sublease execution.</td>
</tr>
<tr>
<td>Utilities:</td>
<td>Sublessee shall pay the cost of all utilities used or consumed in connection with the use and occupancy of the Building.</td>
</tr>
<tr>
<td>Rent Commencement:</td>
<td>The rent shall commence thirty (30) days from Sublessee’s registration with the Massachusetts Department of Public Health pursuant to 105 CMR 725.100 et seq.</td>
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<td>-------------------</td>
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<tr>
<td>Building Improvements:</td>
<td>The Sublessee shall build-out the Building in accordance with plans supplied to the Sublessor and Sublessor’s landlord.</td>
</tr>
<tr>
<td>Building Delivery:</td>
<td>Upon commencement of the Sublease, the Sublessor shall deliver the Building in a broom clean and environmentally clean condition. Additionally, Sublessor shall deliver all mechanicals in proper working order. Sublessor shall separately meter all utilities to the Premises to include water, sewer, electricity, and gas. Sublessor shall deliver the Sublease Premises with two (2) bathrooms to code.</td>
</tr>
<tr>
<td>Qualifying Conditions:</td>
<td>With the exception of confidentiality, below, this Term Sheet sets forth certain terms. The parties will not be bound until execution of a mutually satisfactory Lease.</td>
</tr>
<tr>
<td>Confidentiality:</td>
<td>Sublessor and Sublessee 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.</td>
</tr>
</tbody>
</table>

**SUBLESSOR:**

**DRKV COMMERCIAL PROPERTIES, LLC**

By [Signature]

Donald Chase, Manager

Date: [Date]

**SUBLESSEE:**
# LETTER OF INTENT

Proposed Commercial Lease Between 55 University Drive, LLC (the "Landlord") and DKRV Commercial Properties, LLC (the "Tenant")

<p>| Leased Premises: | A total of approximately 1,900 square feet of space on the northerly side of the building known as 55 University Drive, Amherst, MA 01002, (the &quot;Premises&quot;), together with the rights to use, in common with other's entitled thereto, the halls ways and stairways necessary for access to the Premises including all attendant office space, parking spaces, bathrooms, and all other fixtures and mechanical components located at the Building. |
| Lease Term: | Five (5) years with 3 (5) year options, 20 Year renewable -- Tenant affiliate's required State license is renewable annually. Should the State of MA not renew Tenant affiliate's license, Tenant may terminate the Lease Agreement with a buyout to be negotiated. |
| Assignment - Subleasing: | Tenant will be allowed to assign or sublet the whole or any part of the Premises. |
| Base Rent: | Years 1-5 $28.00 per square foot. Base rent to increase 10% per five (5) year term. |
| Tenant Improvement Contribution: | $0.00 |
| Additional Rent: | Tenant shall pay its proportionate share of all operating expenses attributable to the Building and Premises, including insurance and common area maintenance expenses. In the event that the Tenant's use causes an increase in insurance, Tenant shall pay any increase. |
| Real Estate Taxes: | The Tenant will pay its proportionate share of amounts required to be paid by the Landlord attributable to the Building and Premises. |
| Security Deposit: | Two months of base rent payable upon Lease execution. The issue of a Guaranty to be decided at the signing of the Lease based upon the relative and sufficient net worth of the Tenant. |
| Utilities: | The Tenant shall pay the cost of all utilities used or consumed in connection with the use and occupancy of the Building. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease Commencement:</td>
<td>The lease shall commence on September 1, 2016. Tenant shall have the right to terminate the Lease Agreement should its affiliate, Mass Alternative Care, Inc. (MAC), be unsuccessful in obtaining the necessary licenses issued by the Department of Public Health and Town of Amherst to conduct its business. (Anticipated timing to be no later than November 30, 2016). In the event the necessary licenses are not received the Lease will be of no force or effect and Landlord shall retain Tenant's security deposit.</td>
</tr>
<tr>
<td>Rent Commencement:</td>
<td>The rent shall commence 30 days from the MAC's registration with the Massachusetts Department of Public Health pursuant to 105 CMR 725.100 et seq.</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>The Tenant shall build-out the Building in accordance with plans supplied to the Landlord.</td>
</tr>
<tr>
<td>Building Delivery</td>
<td>Upon commencement of the lease the Landlord shall deliver the Building in a broom clean and environmentally clean condition. Additionally, Landlord shall deliver all mechanicals in proper working order. Landlord shall separately meter all utilities to the premises to include water, sewer, electricity and gas. Landlord shall deliver the premises with two bathrooms to code.</td>
</tr>
<tr>
<td>Qualifying Conditions</td>
<td>With the exception of Confidentiality, below, this Term Sheet sets forth certain terms. 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 Amherst's selection and/or Special Permit Process.</td>
</tr>
<tr>
<td>Confidentiality</td>
<td>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.</td>
</tr>
</tbody>
</table>
TENANT
DKRV Commercial Properties, LLC
By: Donald Chase, Manager
Date:

LANDLORD
55 University Drive, LLC
By: Sotirios K. Anamisis, Manager
Date: January 21, 2016
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 sub-lease of its dispensary premises in Amherst with DVRV Commercial Properties. It is a 5 year absolute net sub-lease for $28.00/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 sub-lease and lease with DVRV Commercial Properties are related party transactions given that M.D. and corporate members of DVRV Commercial Properties, the entity sub-leasing and leasing sites to MAC, and are also members of MAC’s Board of Directors, also serves as MAC’s Chief Executive Officer.

MAC’s CFO 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.