

Manna Wellness, Inc.
100 North Street, Suite 405
Pittsfield, MA, 01201

Manna Wellness Inc.
Siting Profile #3

June 13th, 2016

Eric J. Sheehan, J.D.
Interim Bureau Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health
99 Chauncy Street, 11th Floor
Boston, MA, 02111

RECEIVED

JUN 15 2016

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

RE: RFI for Siting Profile #3

Dear Mr. Sheehan:

I write in response to the Request for Information provided by DPH to Manna Wellness Inc. ("MWI") on June 1, 2016. Please see our responses below and attached, in the order of questions received:

1. As discussed below, the materials submitted to DPH in connection with MWI's Siting Profile regarding the property at 1234 Callahan Drive in Pittsfield satisfy the requirements of Section B of the Siting Profile for MWI's intended cultivation and processing RMD.

Section B of the Siting Profile provides in relevant part that an applicant may demonstrate an interest in real property through "(b) an option to purchase the proposed site. . . ."

As described in MWI's previous DPH submission, on April 20, 2016, Ethos Realty LLC ("Ethos") and the Callahan brothers executed an Option to Purchase Real Estate located at 1234 Callahan Drive in Pittsfield ("Purchase Option"). By its plain language, the Purchase Option allows Ethos to designate a nominee to exercise its right to buy if, in Ethos' sole discretion, it chooses to do so. Thereafter, in a letter addressed to MWI's president, Ethos assigned its right under the Purchase Option to MWI, effective April 22, 2016.

According to Black's Law Dictionary, an option to purchase property is "a right, which operates as a continuing offer, given in exchange for consideration . . . to purchase . . . property at an agreed price and terms within a specified time." The holder of an option, whether the original holder or any person taking as assignee, has the right to exercise it. BBNT Solutions v. 625 Concord, Inc., 20 Mass. L. Rptr. 732 (Middlesex Superior, March 24, 2006). The holder of the option has effective control over any disposition of the subject property, and can compel "[s]pecific performance [as] a proper remedy to enforce a valid option to purchase real property." Greenfield Country Estates Tenants Ass'n., Inc. v. Deep, 423 Mass. 81, 90 (1996), citing Allen v. Rakes, 359 Mass. 1, 6 (1971). Indeed, the Supreme Judicial Court has held that an option to purchase real property is a "firm offer" the acceptance of which binds the seller to sell and the buyer to buy the subject property. McCarthy v. Tobin, 429 Mass. 84, 88 (1999).

With respect to the Callahan Drive property, Ethos executed the Purchase Option with the Callahan brothers. The Purchase Option reserved for Ethos the right to buy the property, or to

designate a buyer to exercise that right. Shortly thereafter, Ethos assigned its rights to MWI in writing. By that assignment, MWI acquired the right to buy the property in the same right and manner as Ethos had prior to the assignment. Under Massachusetts law, these documents grant MWI an interest in the property sufficient to satisfy the requirements of (b), (d) and (e) of Section B of the Siting Profile.

With respect to (b), MWI is the assignee and therefore is the holder of Ethos' right to purchase the property. As described in Article 1 of the Purchase Option, MWI has the authority to purchase the property, and that authority is "an exclusive and irrevocable option" for six months. With respect to (d) and (e), MWI is the holder of the Purchase Option under which Callahan has a legally enforceable obligation to convey title to MWI. Such power constitutes legal permission and right to use the property.

Notwithstanding the legal rights described above, MWI is mindful of the concerns expressed by DPH in the fifth sentence of Question 1 in the June 1 RFI:

'The Department is attempting to determine whether the information submitted, an option to purchase combined with a letter that has not been countersigned (as opposed to an assignment agreement similar to that submitted in support of applicant's Siting Profile 2 of 3) would, under Massachusetts law, be considered a legally enforceable agreement under (d) or evidence of binding permission to use the premises under (e).'

Therefore, in an effort to resolve any lingering doubts that DPH may have about the sufficiency of the documents provided by MWI to date, Ethos has executed a revised version of the assignment, and MWI has agreed to and acknowledged same. A copy of the assignment with the appropriate countersignature is attached hereto.

2. The general liability insurance policies discussed in the lease were intended to be consistent with the required insurance policies detailed in 105 CMR 725.105(Q). The lease has been amended to further clarify this. The amendment is attached to this letter, which serves as the additional documentation requested in the RFI.

Additional insurance requirements specified in the lease and the attached lease amendment pertaining to property insurance will be obtained upon MWI taking possession of the Premises after the receipt of a Provisional Certificate of Registration. MWI will submit the declarations page of the additional insurance policies when MWI obtains those insurance policies.

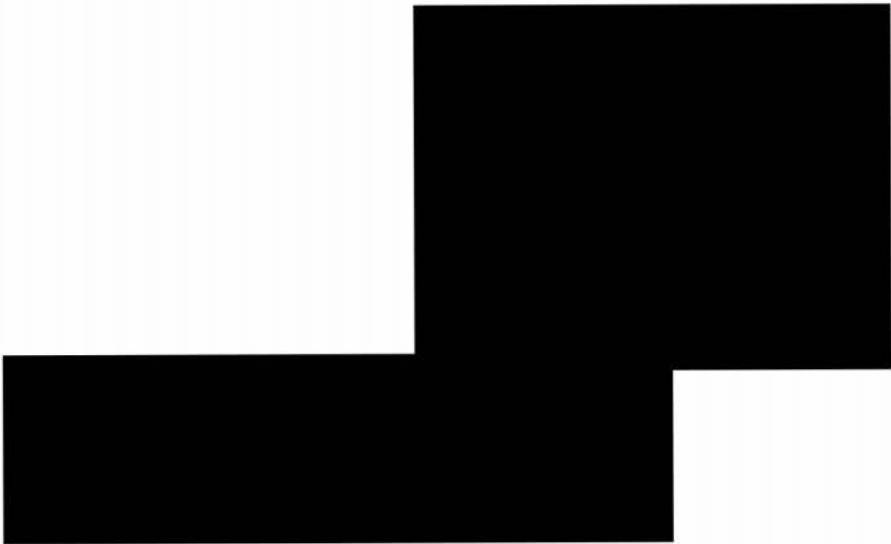
4. Please see included independent legal opinion dated June 9th 2016 from Tracey Bolotnick.

5. MWI has attached to this letter a numbered map of the following uses that are within 500 feet of our proposed RMD, measured from the nearest part of the RMD to the nearest part of the other uses. The green circle on the map represents a 600-foot distance from MWI's RMD to ensure MWI is conservative in our assessment and representation. MWI is compliant with 105 CMR 725.100(A)(14), as none of the uses within 500 feet of our proposed RMD are schools, daycares, or any other facility where children commonly congregate. The following table corresponds to the numbered map:

Manna Wellness Inc.
Siting Profile #3

#	Address	Company Name	Use
1	650 Cochituate Road, Framingham MA	Red Roof Inn	Hotel
2a	692 Cochituate Road, Framingham MA	Dunkin Donuts	Fast Food
2b	692 Cochituate Road, Framingham MA	Sherwin Williams Paint	Retail Store
3	696 Cochituate Road, Framingham MA	Mobil	Gas Station
4	730 Cochituate Road, Framingham MA	Cumberland Farms	Gas Station
5	685 Cochituate Road, Framingham MA	Central Pools and Spas	Pool Supply Retailer
6	661 Cochituate Road, Framingham MA	North End Treats	Restaurant
7a	665 Cochituate Road, Framingham MA	Manna Wellness Inc.	Proposed RMD
7b	665 Cochituate Road, Framingham MA	Re/Max Best Choice	Realty Sales
7c	665 Cochituate Road, Framingham MA	D'Angelo Sandwich	Fast Food
7d	665 Cochituate Road, Framingham MA	Ericon Limited	Real Estate Consulting
7e	665 Cochituate Road, Framingham MA	South Middlesex Realty Group	Real Estate Development
7f	665 Cochituate Road, Framingham MA	Schmickl Family LP	Real Estate Rentals
7g	665 Cochituate Road, Framingham MA	Fairview Mortgage Company	Real Estate Lending
7h	665 Cochituate Road, Framingham MA	Law Office of David Camiel	Attorney
8	689 Cochituate Road, Framingham MA	Speen Family Dental	Dentist
9a	691 Cochituate Road, Framingham MA	Avant Guard Hair Regeneration Center	Hair Replacement
9b	693 Cochituate Road, Framingham MA	Vacant	Vacant
10	695 Cochituate Road, Framingham MA	Vacant	Vacant
11	725 Cochituate Road, Framingham MA	Margaritas Mexican	Restaurant
12	501 Cochituate Road, Framingham MA	EZ Storage	Storage
13	342 Speen Street, Natick MA	Courtyard Boston Natick	Hotel
14	339 Speen Street, Natick MA	Home Depot	Retail Store

Please let me know if you have any further questions.



SECOND AMENDMENT TO COMMERCIAL LEASE

This is an AMENDMENT, dated June 10, 2016, to a certain Commercial Lease dated as of July 30th, 2015 ("Lease") between Dominique Renee Realty Trust, 665 Cochituate Road, Framingham, Massachusetts 01701 ("Landlord") and Ethos Realty LLC, a Massachusetts limited liability company, 307 Ferry Street, Marshfield, Massachusetts 02050 ("Tenant").

Whereas, the Lease provides that Landlord leases to Tenant, and Tenant accepts from Landlord, the premises located at 665 Cochituate Road, Framingham Massachusetts 01701 ("Premises"); and

Whereas, Landlord and Tenant have hereby agreed to amend the Lease as set forth below;

IT IS THEREFORE AGREED AS FOLLOWS:

1. On page 5, Section 1.3, "Initial Public Liability Insurance" is hereby amended by replacing "\$1,000,000 per occurrence/\$2,000,000 aggregate for property damage, bodily injury or death." with following text:


"Tenant shall maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. Tenant shall maintain insurance policies in compliance with 725.105 CMR (Q). Tenant shall list Landlord as Additionally Insured on Tenant's general liability insurance policy.

Tenant shall maintain property damage coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually."


2. This Amendment shall be effective as of the date of its execution.
3. All terms and conditions in the Lease not expressly amended hereby shall remain in full force and effect.

Signed and sealed this 10 day of June, 2016.

LANDLORD
Dominique Renee Realty Trust

By: 
David M. Shuman
Its: Trustee

TENANT
ETHOS REALTY LLC

By: 
Edward Rebholz Jr.
Its: Manager

Ethos Realty LLC
307 Ferry Street
Marshfield, Mass. 02050

Manna Wellness Inc.
Sitting Profile #3

June 9, 2016

[REDACTED]

RE: Assignment and Designation -- Option to Purchase Real Estate
A certain parcel of undeveloped land at Callahan Drive, Pittsfield MA

[REDACTED]

I write pursuant to the provisions of the first paragraph at page one of the Option to Purchase Real Estate dated April 20, 2016 ("Purchase Option"), a copy of which is attached hereto.

This letter constitutes notice that, effective April 22, 2016, Ethos Realty LLC assigns its rights and obligations under the Purchase Option to Manna Wellness Inc., a Massachusetts not-for-profit corporation with a principal place of business at 100 North Street, Suite 405, Pittsfield MA 01201 ("MWI"). Ethos hereby designates MWI as its nominee for purposes of the Purchase Option.

The nature of this assignment and designation shall be to permit MWI to establish and operate, at and upon a certain parcel of undeveloped land at Callahan Drive in Pittsfield, Massachusetts, a registered marijuana dispensary in accordance with Chapter 369 of the Acts of 2012 and 105 CMR 725.000 et seq.

Please sign where indicated below to demonstrate your acceptance and acknowledgment of the assignment and designation described herein.

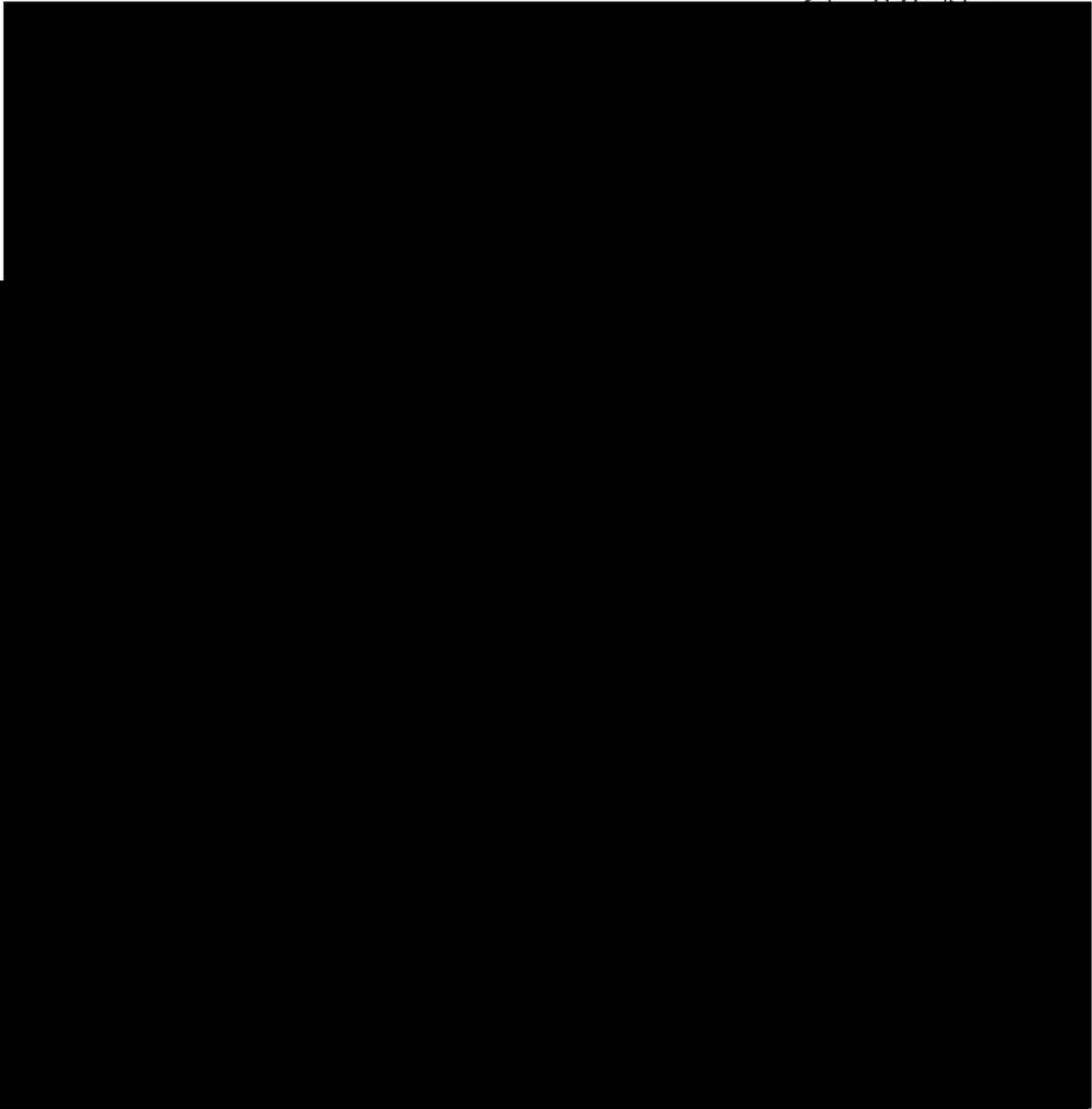
Very truly yours,

ETRebholz Jr.

Edward T. Rebholz Jr., Manager

Manna Wellness Inc.

6/1/2017



Manna Wellness Inc.
Sitting Profile #3

