



The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

SITING PROFILE:

**Request of for a Certificate of Registration to
Operate a Registered Marijuana Dispensary**

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).

RECEIVED

JUN 09 2016

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

Commonwealth Alternative Care, Application 1 of 3

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 of 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 [REDACTED] is accurate and complete, as indicated by the initials of the authorized signatory here

Commonwealth Alternative Care, Application 1 of 3


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)

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 he 

SECTION A: APPLICANT INFORMATION

- 1. Commonwealth Alternative Care
Legal name of Corporation
[Redacted]
- 2. Name of Corporation's Chief Executive Officer
[Redacted]
- Address of Corporation (Street, City/Town, Zip Code)
[Redacted]
- Applicant point of contact (name of person Department of Public Health should contact regarding this application)
[Redacted]
- Applicant point of contact's telephone number
[Redacted]
- Applicant point of contact's e-mail address
[Redacted]
- 7. Number of applications: How many *Siting Profiles* do you intend to submit? 3

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 [Redacted]

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.

	Location	Full Address	County
1	Dispensing	30 Mozzone Boulevard, Taunton MA 02780-3751	Bristol
2	Cultivation	30 Mozzone Boulevard, Taunton MA 02780-3751	Bristol
3	Processing	30 Mozzone Boulevard, Taunton MA 02780-3751	Bristol

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

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



LEASE

THIS LEASE ("Lease") is made as of the 31st day August, 2015 by and between 30 Mozzone Boulevard 2013 Realty Trust, ("Landlord") having a mailing address of P.O. Box 1177, Mattapoisett, MA 02739, and Alternative Care Resource Group, LLC having a mailing address of [REDACTED] ("Tenant").

1. Premises, Term

Section 1.1 – Premises: Landlord hereby demises and leases the Premises unto Tenant, and Tenant hereby leases from Landlord, subject to the terms, provisions, and conditions hereafter set forth, the Premises as described on Exhibit "A" attached hereto, together with all buildings, structures, facilities, land and other improvements located thereon, and all appurtenances thereto, hereinafter referred to as the "Premises", commonly known as a portion of 30 Mozzone Boulevard, Taunton, County of Bristol, Massachusetts consisting of approximately 40,000 square feet +/-, being a portion of the building at 30 Mozzone Boulevard, Taunton, County of Bristol, Massachusetts ("Building"), for the term specified in Section 1.2 hereof unless sooner terminated or extended as provided herein.

Section 1.2 – Term: Tenant hereby leases from Landlord and Landlord hereby leases to Tenant the Premises for a term of sixty (60) months ("Initial Term"), commencing 21 days from the approval of a license to operate a Medical Marijuana Dispensary from the Department of Public Health of the Commonwealth of Massachusetts (the "Commencement Date") and continuing in effect until 60 months thereafter ("the Termination Date").

Section 1.3 – Option to Renew: Provided this Lease is then in effect and Tenant is not then in default hereunder, Tenant may extend the Term for three (3) Renewal Terms of three (5) years each, commencing as of the close of business on the Termination Date of the Initial Term or previous Renewal Term as the case may be, on the same terms and conditions as are in effect on the Termination Date except that the Base Rent shall be as agreed upon between the parties, by giving Landlord written notice of Tenant's intention to do so on or prior to the date which is one hundred eighty (180) days prior to the Termination Date. Upon the commencement of any Renewal Term, the "Termination Date" shall mean the last day of such Renewal Term.

2. Basic Rent

Section 2.1 – Basic Rent: Tenant covenants and agrees to pay without notice, demand or offset to Landlord, at Landlord's address set forth on the first page of this Lease, or at such place as Landlord shall from time to time designate in writing, Basic Rent for the Premises as follows:

Year 1- \$10.00 per square foot.

Year 2- \$11.00 per square foot.

Year 3- \$12.00 per square foot.

Year 4- \$13.00 per square foot.

Year 5- \$14.00 per square foot.

The first such payment to be made on the Commencement Date hereof, and thereafter paid monthly, in advance, on the first day of each and every calendar month during the term hereof; and proportionately at such rate for any partial month during the Term. Tenant is responsible for tenant's pro rata share (calculated based on the percentage derived by dividing the square footage contained in the Premises by the aggregate square footage contained in the Property) of the real estate taxes. Tenant is further responsible for the sum of \$0.75 per square foot for maintenance and snow removal

Prior to the Commencement Date, Tenant agrees to pay the sum of \$5,000.00 per month on the first day of the month as a Lease Option Fee until the Commencement Date. The first payment of \$5,000.00 is due and payable on September 1, 2015. If payment is not received by the 10th of the month in any given month where the Lease Option Fee is due and payable, the Lease Option will be have been deemed to expire and any rights that Tenant may have under this Lease shall terminate.

3. Taxes

Section 3.1 – Real Estate Taxes: Landlord shall pay all ad valorem and property taxes and assessments which are actually levied or assessed against, upon or with respect to the Leased Premises by any state, county, city or any other governmental agency or taxing authority at any time or times, throughout the Term. Tenant is responsible for tenant's pro rata share (calculated based on the percentage derived by dividing the square footage contained in the Premises by the aggregate square footage contained in the Property).

The provisions of this Section are predicated upon the present system of taxation in the Commonwealth of Massachusetts. Should any governmental authority having jurisdiction over all or any portion of the Premises impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants of the Premises to the Landlord or with respect to the ownership of the land and buildings comprising the Premises by the Landlord (or any individual or entity forming the Landlord), either by way of substitution for all or any part of the present ad valorem

real estate taxes or in addition thereto, then the Tenant shall be obligated to pay its proportionate share of such tax and/or assessment.

Section 3.2 – Personal Property Tax: Tenant shall pay all taxes, which may be lawfully charged, assessed, or imposed upon all fixtures and equipment, or other property of Tenant situated in or upon the Premises, and Tenant shall pay all license fees and other charges, which may lawfully be imposed upon the business of the Tenant conducted upon the Premises.

5. Utilities. Services

Tenant shall pay the applicable utility provider directly for the connection and all of its consumption of utilities, including, but not limited to, gas, steam, electricity, sewer charges, water charges, telephone, and the like, including all utilities necessary for heating and air conditioning the Premises.

6. Use of Premises, Assignment and Subleasing

Section 6.1 – Use: Tenant shall use and occupy the Premises only for any legal use pertaining to the sale, cultivation, storage (including outside storage) and distribution of medical marijuana.

Section 6.2 - Assignment and Subletting: Notwithstanding any other provisions of this Lease, the Tenant covenants and agrees that it will not assign this Lease or sublet (Including, without limitation, the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed; provided further, that no such consent shall be required in the event of assignment or sublease to a corporate parent, affiliate, or subsidiary, or in the event of the transfer, sale, or acquisition of all or substantially all of the assets of the respective party relating to this Agreement. Any additional rental income as a result of subletting Premises shall be payable on receipt to the Landlord.

7. Maintenance: Repairs:

Section 7.1 Tenant shall maintain the Premises in good order and repair during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass in the Premises. Tenant hereby acknowledges that it has examined the Premises. Tenant accepts the Premises in "as is" condition without any warranty or representation from Landlord. Landlord shall, at the sole cost and expense of the Tenant, prepare the build-out of the premises for the Tenant pursuant to the plans provided by the Tenant to the Landlord. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor to suffer any waste thereof. Tenant shall have the right to erect a sign on the exterior of the Premises or within the Premises, subject to Landlord's prior written consent and to applicable

laws, rules and regulations (including, but not limited to zoning), provided that Tenant shall have first obtained any and all governmental permits and approvals that are required therefor.

Section 7.2 Tenant shall keep the Premises in a clean, sanitary and safe condition in accordance with, and in all respects in compliance with, the laws of the Commonwealth of Massachusetts and the ordinances of the city or town in which the same are located and all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other proper officers of governmental agencies having jurisdiction thereof and in accordance with the requirements, if any, of Landlord's and Tenant's insurers. Tenant shall NOT store personal property or permit debris to be placed outside the Premises and Landlord shall be entitled to remove at Tenant's expenses, any debris if stored or left by Tenant outside the Premises.

Section 7.3 During the Term, Tenant shall, at its own cost and expense (i) make all repairs and replacements not required to be maintained by Landlord as defined in Section 7.5, as may be necessary to keep the Premises, including the rest rooms in as good condition and repair as the same are in at the commencement of the Term or thereafter may be put all portions of the Premises in a clean and orderly conditions, free of accumulation of dirt, rubbish and other debris; and (iii) provide for trash removal services for itself. Without limitation, Tenant shall continually during the Term of the Lease maintain the Premises in accordance with all laws, codes and ordinances from time to time in effect and all directions, rules and regulations of governmental agencies having jurisdiction, and of the applicable Board of Fire Underwriters, and shall, at Tenant's own expense, obtain all permits, licenses and the like required by applicable law. Notwithstanding the provisions of this Lease, Tenant shall be responsible for the cost of repairs which may be made necessary by reason of damage to the Building (including the building systems) caused by any act or gross neglect of Tenant or its agents, employees, contractors or invitees (including any damage by fire or any other casualty arising therefrom).

If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand the Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and to complete the same within thirty (30) days after receipt of such written demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made. If Landlord makes or causes such repairs to be made, Tenant

agrees that it will forthwith, on demand, pay Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Section 10 hereof

Section 7.4 Tenant shall not make any alterations or additions to the Premises, without the prior written consent of Landlord. Landlord agrees that it will not unreasonably withhold or delay its consent to non-structural alterations to the Premises, provided that, in each instance, Tenant shall first give written notice to Landlord specifying the proposed alterations and the commencement and approximate completion dates thereof. Any such allowed alterations shall be at Tenant's expense and shall be performed in a good and workmanlike manner and in compliance with all applicable law. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein, except as specifically

provided in Section 11 hereof with respect to "Tenant's Fixtures" (as therein defined). All work to be done by the Tenant in, on or about the Premises (with the prior written approval of Landlord were required) shall be performed in a good and workmanlike manner in full compliance with all applicable law and after Tenant shall have provided to Landlord evidence satisfactory to Landlord of worker's compensation and liability insurance.

Section 7.5 Landlord shall, at its own cost and expense, keep and maintain in good order and repair, and replace when necessary, all exterior and loadbearing walls including exterior painting, building foundations, the roofs and roof systems including soffits, gutters and rainspouts, all interior and exterior heating and airconditioning, plumbing, electrical, and mechanical systems, and all parking, access, stormwater systems and landscaped areas, at or respecting the Premises.

8. Casualty; Condemnation

Section 8.1 In the event during the Term, the Premises shall be damaged or destroyed by fire or other casualty to an extent repairable in Landlord's reasonable judgment within one hundred twenty (120) days from the date of such damage, Landlord shall forthwith proceed, diligently and to repair such damage or destruction and restore the Premises to substantially their condition immediately prior to the time of such damage or destruction to the extent reasonably practicable, consistent with zoning laws and regulations and building codes then in existence. During the period of repair, Basic Rent shall abate in whole or in part depending on the extent to which such damage or repair shall deprive Tenant of the use of the Premises for the Permitted Use. In the event during the Term hereof the Premises shall be damaged or destroyed by fire or other casualty to an extent not repairable in Landlord's reasonable judgment within one hundred twenty (120) days from the date of such damage, Landlord shall have the right to terminate this Lease as of the date of Landlord's notice to Tenant promptly following the date of such damage.

Notwithstanding anything to the contrary contained in this Section 8.1, if the Premises shall be "substantially damaged or destroyed" (as hereinafter defined) by fire, windstorm, or otherwise within the last six (6) months of the term of this Lease (initial or extended), Landlord shall have the right to terminate this Lease, provided that written

notice thereof is given to Tenant not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this Lease and the Term shall cease and come to an end as of the date of said damage or destruction. For the purposes of this Section "substantially damaged or destroyed" shall have reference to damage to or destruction of the Premises of such a character as cannot reasonably be expected to be repaired within ninety (90) days from the time that such repair is commenced.

Section 8.2 In the event during the Term, all the Premises of the Property shall be taken by condemnation or right of eminent domain, or if any portion of any of the Premises or the Property shall be so taken with the result that the balance (when reconstructed) is rendered unsuitable for the purposes of Tenant, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given not later

than thirty (30) days after Tenant has been deprived of possession. Should any part of the Premises be so taken or condemned, and should this Lease not be terminated in accordance with the foregoing provision, Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to as nearly like there condition prior to such taking as shall be reasonably practicable. Where Tenant has not already exercised any right of termination accorded to it under this Section. Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award. Further, if so much of the Premises shall be so taken that continued operation of the Premises would be uneconomic, Landlord shall have the right to terminate this Lease by giving notice to Tenant not later than thirty (30) days after the effective date of such taking.

Out of any award for any taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures or furniture and its leasehold improvements and for relocation expenses to the extent Tenant was not reimbursed for the same by Landlord. In the event of any such taking of the Premises, the rent payable hereunder, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

9. Indemnity and Insurance

Section 9.1 – Indemnity: Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature arising from any act, omission or gross negligence of Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about the Premises, or arising from an accident, injury or damage occurring outside of the Premises, to the extent such accident, damage or injury results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's agents or employees. This

indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, but shall exclude the same caused by any act, omission or negligence of Landlord. The provisions of this Section shall survive the expiration of the Term or the earlier termination of this Lease.

Section 9.2 Tenant shall maintain in full force from the date on which Tenant first enters the Premises for any reason, throughout the Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of Comprehensive General Liability Insurance in accordance with the minimum limits of liability of such insurance in the amounts of \$2,000,000 Each Occurrence; \$2,000,000 General Aggregate Limit; \$2,000,000 Products — Completed Operations Aggregate Limit; \$2,000,000 Fire and Legal Liability; and \$10,000 Medical Expenses Limit (each person).

Landlord shall be included as an additional insured under the foregoing policies and a Certificate of Insurance evidencing the above insurance shall be delivered to Landlord on or before the date on which Tenant first enters the Premises. Each such policy shall provide that the same may not be cancelled, terminated, altered or amended without at least twenty (20) days written notice to Landlord. All insurance required of Tenant hereunder shall be effected under valid and enforceable policies issued by reputable, financially sound and duly licensed insurance companies reasonably satisfactory to Tenant.

Section 9.3 Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom) Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 9.4 Tenant agrees to use and occupy the Premises at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. It is understood and agreed that Tenant assumes all risk of damage to its own personal property arising from any cause whatsoever, including, without limitation, loss by theft, burglary or otherwise, except to the extent caused by the negligence or other misconduct of Landlord.

Section 9.5 Landlord shall obtain and maintain in force during the Term, and any extensions hereof, fire and extended coverage insurance with respect to the Premises in an amount not less than the full replacement value thereof.

10. Events of Default and Landlord's Remedies

Section 10.1 Any one of the following shall be an Event of Default:

A. Failure by Tenant to make payment of rent or any other monetary amount due hereunder and remains unpaid after the same becomes due for a period of ten (10) days after receipt of written notice of such failure from Landlord

B. With respect to a default under this Lease respecting any of Tenant's non-monetary covenants and obligations pursuant to this Lease, failure by Tenant to cure the same within thirty (30) days after receipt of written notice of such default from Landlord.

Section 10.2 If an Event of Default shall occur, Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without the necessity or requirement of making any entry, send written notice to the Tenant demanding that Tenant vacate the Premises and terminating this Lease; and upon the first to occur of: (i) Tenant's vacating the premises as aforesaid; or (ii) the expiration of the fifteenth (15th) day following mailing of such notice of termination, this Lease shall terminate.

Section 10.3 If this Lease shall have been terminated as provided in this Section, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the Premises shall be taken or occupied by someone other than Tenant, then Landlord may, without notice, re-enter the Premises, either by summary proceedings, ejectment or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same, as if this Lease had not been made,

In the event of any termination, Tenant shall pay the Basic Rent, , and all other sums payable hereunder up to the time of such termination, and thereafter, Tenant, until the end of what would have been the Term in the absence of such termination, whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Basic Rent, and expenses to be pro-rated, and all other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys, fees, advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord at Landlord's option (i) monthly on the days on which the Basic Rent , would have been payable hereunder (and at such other times as other sums due hereunder would have been payable) if this Lease had not been terminated or (ii) upon such termination, a lump sum, which at the time of such termination, represents the amount of the excess, if any, of the then value of the total Basic Rent, the, and other benefits which would have accrued to the Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by the Tenant over an above the then cash rental value (in advance) of the premises for

the balance of the Term.

In case of an Event of Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord shall have the right, but not the obligation, to (I) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant concessions or free rent to the extent that Landlord considers advisable and necessary to relet the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its sole judgment considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Tenant hereby expressly waives any and all rights of redemption granted

by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

All reasonable costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorneys' fees and expenses) in enforcing its rights hereunder or occasioned by any Event of Default by Tenant shall be paid by Tenant. Tenant covenants and agrees to indemnify and hold harmless the Landlord from and against any and all loss of rent, damages and other costs and expenses incurred by the Landlord by reason of such termination including reasonable attorneys' fees, court costs, brokerage and other costs of reletting and moving and storage charges incurred by Landlord in moving tenant's belongings and to reimburse Landlord for the same from time to time upon demand of the Landlord. The provisions of this paragraph shall survive the expiration or the earlier termination of this Lease.

The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

Section 10.4 Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord property specifying wherein Landlord has failed to perform any such obligation.

11. Surrender

Tenant shall at the expiration or other termination of this Lease remove from the Premises all Tenant's goods, effects, equipment and trade fixtures (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by Tenant either inside or outside the Premises) and all other fixtures directly related to its business in the Premises ("Tenant's Fixtures"), provided that if any such Tenant's Fixtures are affixed to the Premises, then Tenant shall repair any damage caused by such removal. Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises (excepting Tenant's Fixtures), in good condition, reasonable wear and tear and damage by fire or other casualty and damage caused by any act, omission or negligence of Landlord, only, excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sums due hereunder, or to destroy such property.

12 Subordination

This lease is hereby made and shall automatically be subordinate to any and all mortgages or ground leases now or hereafter encumbering the Property (unless any mortgagee or ground lessor shall elect, at its option, to subordinate such mortgage or ground lease to this Lease). If this Lease is subordinate to any mortgage or ground lease and the holder thereof (or successor) shall succeed to the interest of Landlord, Tenant shall attorn to such holder and this Lease shall continue in full force and effect between such holder (or successor) and Tenant. Tenant agrees to execute such instruments of subordination or attornment confirmation of the foregoing agreement as such holder (or successor) may request.

13. Hazardous Materials

Landlord hereby indemnifies, agrees to defend, and holds harmless Tenant from and against all liability, loss, claims, damage, or expense, including, but not limited to, reasonable attorneys' and experts' fees, cleanup or other remediation costs and fees, and governmental fines ("Costs"), arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes as defined in any Environmental Law, existing on the Leased Premises, as of the Commencement Date, or which come onto the Leased Premises during the Term from sources outside of Tenant's reasonable control (including, without limitation, any Costs associated with the removal of any underground storage tanks at the Leased Premises and any Costs of remediation associated therewith), which are latent, or to the extent not caused by Tenant.

Tenant hereby indemnifies, agrees to defend and shall hold Landlord harmless from and against all liability, loss, claim, damage, or expense, including, but not limited to, reasonable attorneys' and experts' fees, cleanup or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the Leased Premises by Tenant or its agents in violation of any Environmental Law from and after the Effective Date and through and until the date on which Tenant vacates the Leased Premises.

As used herein, "Environmental Law" means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses, and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. 6991 et seq.), Safe Drinking Water Act (42 U.S.C. Sec. 300f et seq.), Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), Clean Air Act (42 U.S.C. Sec. 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq.), Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.), amendments thereto, and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect. The presumption is that any toxic or hazardous materials, pollutants, contaminants or hazardous wastes were introduced on the Leased Premises prior to the Commencement Date. This presumption can only be overcome by preponderance of the evidence.

14. Miscellaneous Provisions

Section 14.1 Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord shall be construed as a waiver of any of the other provisions hereof; and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent of approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by Tenant. Any consent required of Landlord in any provision of this Lease may be withheld by Landlord in its sole discretion unless the provision requiring such consent specifically states that Landlord shall not withhold such consent unreasonably.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is

payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 14.2 Access by Landlord or agents of the Landlord may, upon reasonable notice at all times during normal business hours, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do and may show the Premises to others, and at any time within forty-five (45) days of the termination of this Lease, Landlord or Landlord's agent may affix to any suitable part of the Premises a notice for letting or selling the Premises or the Property and keep the same so affixed without hindrance or molestation.

Section 14.3 Limitation of Liability. It is understood and agreed that any and all obligations of Landlord contained in this Lease shall be binding upon Landlord's and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord interest hereunder. In addition, Tenant specifically agrees (a) to look solely to Landlord's interest in the Building, including, without limitation, any proceeds from the sale thereof, for recovery of any judgment against Landlord and (b) that neither Landlord, nor any general or limited partner of Landlord shall ever be personally liable for any obligation of Landlord hereunder.

It is further understood and agreed that with respect to any services to be furnished or work to be performed by Landlord to or for Tenant, Landlord shall in no event be liable for failure to furnish or perform the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the Premises from which the service or work is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

Section 14.4. No Brokerage. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Landlord predicated upon prior dealings with Tenant named herein, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 14.5. Attorney Fees and Expenses. If either party hereto shall commence any legal proceedings against the other for the recovery of rent or other monies due and owing, to recover possession, or for relief because of any Event of Default, and shall prevail, the non-prevailing party shall pay all expenses thereof of the prevailing party, including reasonable attorneys' fees.

Section 14.6 Rules and Regulations. Landlord reserves the right to impose rules and regulations required in Landlord's reasonable judgment to preserve the condition and value of the Property and to promote the safe and efficient operation of the Property

Section 14.7. Invalidity of Particular Provisions. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 14.8. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment.

Section 14.9. Notices. Any notice from either party hereto to the other relating to the Premises or to the occupancy thereof, shall be effective if mailed to such party, by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier, addressed to such party at the address of such party set forth on the first page hereof or to such address as such party may from time to time advise the other in writing. Any notice sent pursuant to this Section 14.9 shall be effective upon receipt of notice.

Section 14.10 Captions: Governing Law. The captions throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first above written.

TENANT:

LANDLORD:

Alternative Care Resource
Trust
Group, LLC

30 Mozzone Boulevard 2013 Realty



By Daniel H. Doonan Treasurer



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 by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

City of Taunton
Office of the Mayor

Thomas C. Hoye, Jr.
Mayor

Alyssa Gracia
Chief of Staff

Gill E. Enos
Budget Director



141 Oak Street
Temporary City Hall
Taunton, MA 02780
Tel (508) 821-1000
Fax (508) 821-1005

September 9, 2015

I, Thomas Hoye, do hereby provide non-opposition to Commonwealth Alternative Care, Inc. to operate a Registered Marijuana Dispensary ("RMD") in Taunton, 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.

Thomas C. Hoye Jr Mayor
Name and Title of Individual


[Signature]
Signature

9/9/15
Date

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.

CAC proposes a cultivation/processing/dispensary facility at 30 Mozzone Boulevard, Taunton MA, 02780-3751. Sections 5.2 (Table of Use Regulations) and 10.4 (SP2 use) of the Taunton Zoning Ordinance allow medical marijuana use in ID zones by special permit issued through Taunton's municipal council. The property location is consistent with the zoning ordinance, and lies within the permitted zone. CAC will comply with 105 CMR 725.110(A)(14), and will comply with all local requirements for site plan review, set back and any other condition of the special permit. CAC's proposed RMD is located beyond 500 feet from any day care, school, park, or similar establishment. CAC will diligently pursue an SP2 special permit in accordance with Sec. 10.4. CAC will work with the city planner, police chief, fire chief and public works department to ensure compliance with all applicable codes, ordinances and bylaws. Ms. Whalen will assure that CAC maintains such compliance. CAC will retain legal counsel and an engineering firm to further assure compliance.

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 

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

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

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

	FIRST FULL FISCAL YEAR PROJECTIONS 20 17	SECOND FULL FISCAL YEAR PROJECTIONS 20 18	THIRD FULL FISCAL YEAR PROJECTIONS 20 20
Projected Revenue	\$ 2,948,000.00	\$ 3,009,600.00	\$ 3,828,000.00
Projected Expenses	\$ 1,025,653.00	\$ 1,025,653.00	\$ 1,025,653.00
VARIANCE:	\$	\$	\$
Number of unique patients for the year	786	892	1,701
Number of patient visits for the year	12	12	12
Projected % of patient growth rate annually	---	88%	52%
Estimated purchased ounces per visit	1 oz.	1 oz.	1 oz.
Estimated cost per ounce	\$ 312	\$ 281	\$ 187
Total FTEs in staffing	10	16	23
Total marijuana for medical use inventory for the year (in lbs.)	880 lbs	880 lbs	880 lbs
Total marijuana for medical use sold for the year (in lbs)	590 lbs	669 lbs	1,276 lbs
Total marijuana for medical use left for roll over (in lbs.)	290 lbs	211 lbs	-396 lbs

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

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



**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

[Redacted Signature]

6/9/2016
Date Signed

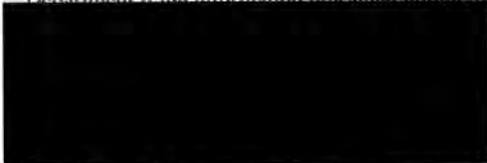
Print Name of Authorized Signatory
Chief Executive Officer & Chief Financial Officer
Title of Authorized Signatory

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

[Redacted Initials]

ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.



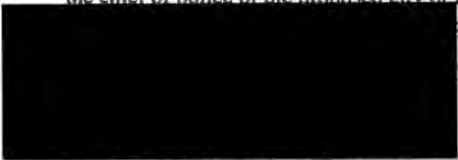
4/19/2016
Date Signed

Print Name of Authorized Signatory

Chief Executive Officer & Chief Financial 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.



4/19/2016
Date Signed

Print Name of Authorized Signatory

Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

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



**Commonwealth Alternative Care,
Application 1 of 3**

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



4/29/2016
Date Signed

Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

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.

