



March 17, 2016

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

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

MAR 21 2016

RECEIVED

To: Registered Use of Marijuana Program

Please find responses to Siting Profile Information requested in a letter dated March 4, 2016.

A legal opinion regarding the sublease agreement in Holliston between Brighton Health Advocates, Inc and Massachusetts Recovery Services is completed and forthcoming.

In deference to Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance Dated May 15, 2015, we have included listings for comparable facilities as comparisons for market values for both the Wareham and Holliston facilities.

Thank you,



March 17, 2016

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

Response to Request for Information issued Mar 4, 2016

1. In response to Section A, Question A.3 does not contain a complete address and the responses to Questions A.4-A.6 do not contain correct information. Please resubmit a completed Section A.

Response:

Please see attached revision to Section A.

2. In its response to Section B, the applicant submitted a lease agreement for 201 Summer Street, Holliston, MA with an incorrect zip code. Applicant must resubmit the lease with a correct zip code.

Response:

Please see attached revised Holliston lease agreement.

3. Also in its response to Section B, the lease the applicant submitted for 112 Main Street, Wareham, MA 02571 indicates that the landlord will be providing 3,500 square feet within a building. According to Assessors' records for this property, there is 3,456 square feet of living area in this building and additional unfinished space. Please explain if the additional square footage identified in the lease includes unfinished space and whether the building will have any other uses in it at the same time the applicant proposes to utilize it for the registered marijuana dispensary.

Response / Update on Wareham facility located at 112 Main St., Wareham, MA:

Subsequent to CCC's submission of Siting Profile, the owner of the building has decided to sell the property instead of leasing it. In response, David Aubrey formed Beach Equities LLC, a Related Third Party (as defined by "Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance") with the intent of purchasing the property. Beach Equities Inc. has executed a Purchase and Sales Agreement for the building. CCC will lease directly from Beach Equities. MRS will no longer be a party to real estate assistance in Wareham, MA. A revised lease agreement between Beach Equities and CCC is attached. Square footage has been revised to utilize only available living space. The building will not contain any other uses while the proposed RMD is operational.



4. Section 20 of the Holliston Lease calls for the Lessor, under certain circumstances, to re-possess the leased premises and any property therein. Only those authorized to possess marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000, et seq., are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action. Please identify the provision(s) of the lease that safeguard regulated assets from seizure by the Lessor or other parties unauthorized to possess them.

Response:

Please see updated Section 20 of the attached Holliston Lease agreement.

5. Section 19 of the Wareham Lease calls for the Lessor, under certain circumstances, to re-possess the leased premises and any property therein. Only those authorized to possess marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000, et seq., are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action. Please identify the provision(s) of the lease that safeguard regulated assets from seizure by the Lessor or other parties unauthorized to possess them.

Response:

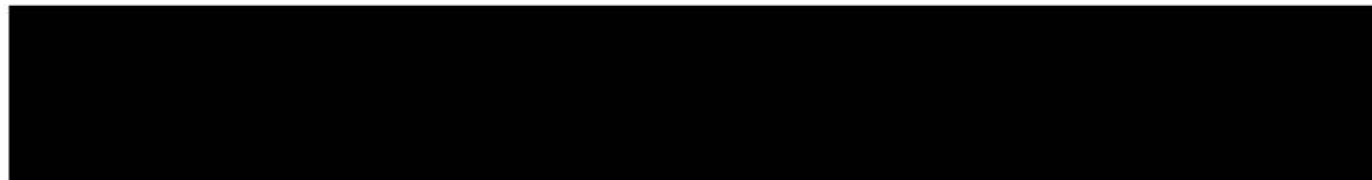
Please see updated Section 19 of the attached Wareham Lease agreement.

6. It is unclear whether the Town of Holliston has established its own local requirements regarding siting for the purposes of 105 CMR 725.110(A)(14) and, if not, what the applicant has done to ascertain its compliance with 105 CMR 725.110(A)(4). Please submit additional information regarding this issue.

Under current Holliston Town By-laws, cultivation of marijuana for medical use has been determined to be zoned as Commercial Greenhouse, item 26 under Section III: Use Regulations (see attached email from Peter Tartakoff, Holliston Building Inspector).

The Town of Holliston and CCC willfully entered into a Host Community Agreement (HCA). CCC pledges to comply with any and all local guidelines pertinent to our operations within the town.

CCC complies with 105 CMR 725.110(A)(14) requirements for locating outside of a radius of 500 feet from schools, daycares or places where children commonly congregate. The nearest of such properties is a daycare center, 1 mile from the proposed cultivation facility.



SECTION A: APPLICANT INFORMATION

1. Brighton Health Advocates Inc.

Legal name of Corporation

[Redacted]

2.

[Redacted]

3.

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]

5.

Applicant point of contact's telephone number

[Redacted]

6.

Applicant point of contact's e-mail address

7. Number of applications: How many *Siting Profiles* do you intend to submit? 2

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

COMMERCIAL SUB-LEASE

1. PARTIES
Massachusetts Recovery Services, 81 Technology Park Drive, East Falmouth, MA 02536, LESSOR, which expression shall include its successors, executors, administrators, and assigns where the context so admits, does hereby sub-lease to **Brighton Health Advocates Inc., dba Compassionate Care Clinics, LESSEE**, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises
2. PREMISES
Approximately 52,000 square feet in the Building
201 Summer Street
Holliston, MA 01746

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.
3. TERM
The term of this lease shall be for up to (10) years commencing on 1 May 2015 and ending on 31 March 2025. The LESSEE has the right to lease for two (2) additional 10-year terms, provided notice is given by LESSEE to LESSOR at least six months prior to the expiration of the active lease.
4. RENT
Year 1
The LESSEE shall pay in advance to the LESSOR rent at the rate of \$43,333 per month; the first month of lease payment is 1 July 2015.

Year 2-10
The LESSEE shall pay to the LESSOR rent at the rate of \$45,000 per month in Year 2, and annual increases of 3% per year thereafter.
5. SECURITY DEPOSIT
The Security Deposit, equal to one month's rent, shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof. The Security Deposit may not be applied towards any of the rental payments.
6. NNN lease
This lease is a triple net lease, and the lessee will directly pay, or reimburse the LESSOR, as additional rent, the actual pro rata costs for Real Estate Taxes, Property Insurance, and Operating Costs (including but not limited to water, sewer, landscaping, plowing, general repairs, maintenance of HVAC--but not replacement of existing units, and inside maintenance of the leased space). Excluded from NNN charges are structural building repairs and replacement of existing HVAC, which will be paid by the Owner.
7. Operating Expenses:
The lessee will pay directly Real Estate Taxes estimated to be \$1.10/SF and CAM charges estimated to be \$1.83/SF. CAM charges include exterior landscaping (trimming, mowing, fertilization), building management,
8. UTILITIES
The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and not separately metered, and all

bills for fuel furnished to a separate tank servicing the leased premises exclusively.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities (additional electric power, etc.) or equipment (HVAC, etc.), the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

9. **USE OF LEASED PREMISES** The LESSEE shall use the leased premises for the purpose of Registered Marijuana Cultivation and Processing only (no dispensing or sales), as well as any other use permitted by Holliston zoning regulations.
10. **COMPLIANCE WITH LAWS** The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state or local law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.
11. **FIRE INSURANCE** The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.
12. **MAINTENANCE**
A. **LESSEE'S OBLIGATIONS** The LESSEE agrees to maintain the premises in good condition and acknowledging that the leased premises are now in good order. The LESSEE shall not permit the leased premises to be over loaded, damaged, stripped, or defaced, nor suffer any waste. The LESSEE shall obtain written consent of the LESSOR before erecting any sign on the premises.
- B. **LESSOR'S OBLIGATIONS** The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
13. **ALTERATIONS- ADDITIONS** The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to present construction. LESSEE shall not permit any mechanics liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

14. ASSIGNMENT - SUBLEASING
- The LESSEE may not assign or sublet the leased premises without the LESSOR's prior written consent on terms and conditions to be agreed to between the parties. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent for the full performance of the covenants and conditions of this lease.
15. SUBORDINATION
- This lease shall be subject and subordinate to any and all mortgages, deed of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature if a mortgage.
16. LESSOR'S ACCESS
- The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within (3) months before the expiration of the term may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
17. INDEMNIFICATION AND LIABILITY
- The LESSEE shall hold the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the responsibility of the LESSOR.
18. LESSEE'S LIABILITY INSURANCE
- The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000 with property damage insurance in limits of \$300,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.
19. FIRE CASUALTY- EMINENT DOMAIN
- Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or

(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

20. DEFAULT AND BANKRUPTCY

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected with thirty (30) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises. *Only those authorized to possess marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000, et seq., are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action. All such regulated assets are not subject to seizure by the Lessor or other parties unauthorized to possess them; rather, the DPH shall be notified of the re-possession of the premises, and DPH assistance in resolving the fate of these regulated substances will be sought.* The lessor may declare the term of this lease ended, and remove the LESSEE's effects subject to the stipulations in the sentence above, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12 per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

21. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at Massachusetts Recovery Services, 81 Technology Park Drive., E. Falmouth, MA 02536.

22. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith

and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR'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 sum due hereunder, or to destroy such property.

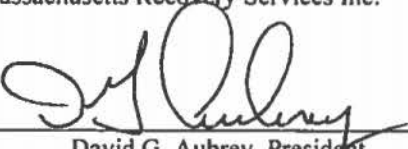
23. Incorporation of Master Lease Provisions. To the extent practicable, this sublease incorporates the provisions of the master lease.
24. BROKERAGE NONE
25. OTHER It is also understood and agreed that:
- (a) The LESSEE has the option to renew for a term of 10 years. Notice to renew must be given at least ninety (90) days prior to expiration of the current lease term. A new base rent will be negotiated before each renewal lease term.
 - (b) General exterior office cleaning, snow plowing, and parking lot maintenance will be provided at the expense of the LESSOR.
26. QUIET ENJOYMENT LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rent and observing and performing all the terms, covenants, and conditions, on LESSEE's part to be observed and performed, LESSEE may peaceably and quietly enjoy the leased premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease, and to the mortgages and deeds of trust hereinabove mentioned.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 17th day of March, 2016.



Massachusetts Recovery Services Inc.

LESSOR



David G. Aubrey, President

COMMERCIAL LEASE

1. PARTIES

Beach Equities LLC, 81 Technology Park Drive, East Falmouth, MA 02536, LESSOR, which expression shall include its successors, executors, administrators, and assigns where the context so admits, does hereby sub-lease to **Brighton Health Advocates Inc., dba Compassionate Care Clinics, LESSEE**, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises
2. PREMISES

The entire Building at
112 Main Street
Wareham, MA 02571
3. TERM

The term of this lease shall be for up to (10) years commencing on 3 May 2016 and ending on 30 April 2026. BHA will have an option for an additional two (2) 10-year leases provided notice is given with six months prior to the expiration of the extant lease.
4. RENT

Year 1
The LESSEE shall pay in advance to the LESSOR rent at the rate of \$4000 per month.

Year 2-10
The LESSEE shall pay in advance to the LESSOR rent at the rate of \$5,000 per month in Year 2, and annual increases of 3% per year thereafter.
5. SECURITY DEPOSIT

The Security Deposit, equal to one month's rent, shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof. The Security Deposit may not be applied towards any of the rental payments. In addition to the Security Deposit, the Lessee shall pay \$6333.85 to be held as security for the last month's rent.
6. NNN lease

This lease is a triple net lease, and the lessee will directly pay, or reimburse the LESSOR, as additional rent, the actual costs for Real Estate Taxes, Property Insurance, and Operating Costs (including but not limited to water, sewer, landscaping, plowing, general repairs, and maintenance).
7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and not separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.
8. USE OF LEASED PREMISES

The LESSEE shall use the leased premises for the purpose of Registered Marijuana Dispensary use.

9. COMPLIANCE WITH LAWS
- The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.
10. FIRE INSURANCE
- The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.
11. MAINTENANCE
- A. LESSEE'S OBLIGATIONS
- The LESSEE agrees to maintain the premises in good condition and acknowledging that the leased premises are now in good order. The LESSEE shall not permit the leased premises to be over loaded, damaged, stripped, or defaced, nor suffer any waste. The LESSEE shall obtain written consent of the LESSOR before erecting any sign on the premises.
- B. LESSOR'S OBLIGATIONS
- The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
12. ALTERATIONS- ADDITIONS
- The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alternations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to present construction. LESSEE shall not permit any mechanics liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
13. ASSIGNMENT - SUBLEASING
- The LESSEE may not assign or sublet the leased premises without the LESSOR's prior written consent on terms and conditions to be agreed to between the parties. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent for the full performance of the covenants and conditions of this lease.

14. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deed of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
15. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within (3) months before the expiration of the term may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY The LESSEE shall hold the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the responsibility of the LESSOR.
17. LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000 with property damage insurance in limits of \$300,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.
18. FIRE CASUALTY- EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
 - (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking
- The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT AND BANKRUPTCY

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected with thirty (30) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises. *Only those authorized to possess marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000, et seq., are permitted to possess regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action. All such regulated assets are not subject to seizure by the Lessor or other parties unauthorized to possess them; rather, the DPH shall be notified of the re-possession of the premises, and DPH assistance in resolving the fate of these regulated substances will be sought.* The lessor may declare the term of this lease ended, and remove the LESSEE's effects subject to the stipulations in the sentence above, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12 per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at Beach Equities, 81 Technology Park Drive., E. Falmouth, MA 02536.

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith

and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR'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 sum due hereunder, or to destroy such property.

22. BROKERAGE

NONE

23. OTHER

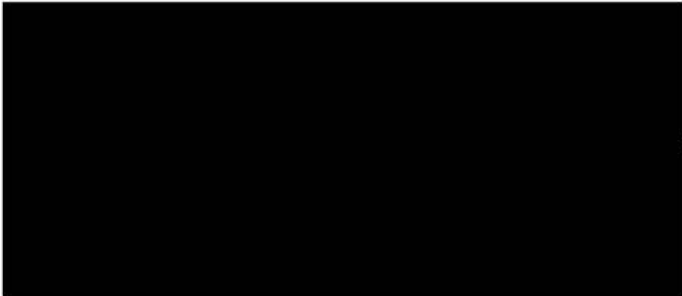
It is also understood and agreed that:

- (a) The LESSEE has the option to renew for a term of 10 years. Notice to renew must be given at least ninety (90) days prior to expiration of the current lease term. A new base rent will be negotiated before each renewal lease term.
- (b) General exterior office cleaning, snow plowing, and parking lot maintenance will be provided at the expense of the LESSOR.

24. QUIET ENJOYMENT

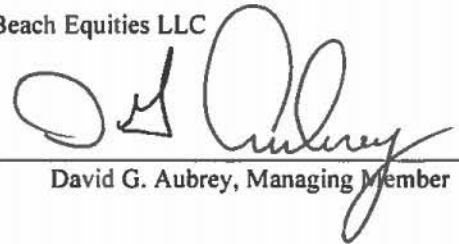
LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rent and observing and performing all the terms, covenants, and conditions, on LESSEE's part to be observed and performed, LESSEE may peaceably and quietly enjoy the leased premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease, and to the mortgages and deeds of trust hereinabove mentioned.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 9th day of March, 2016.



Beach Equities LLC

LESSOR


David G. Aubrey, Managing Member



Shelley Stormo <shelley.stormo@gmail.com>

Fwd: RMD at 201 Summer Street

Fri, Mar 11, 2016 at 1:12 PM

Begin forwarded message:

We are currently treating them as commercial greenhouses which is use #26 in the table of uses and allowed as a matter of right in the Industrial district.

On Tue, Mar 8, 2016 at 9:51 [redacted] wrote:

I hope all is well with you. I understand Cutler engineers have been in touch with you regarding 201 Summer Street.

I wanted to verify that Medical Marijuana growing is permitted at 201 Summer Street by right. I have looked at your zoning regs, and am not sure where we fit in, since we will be doing indoor growing. Are we simply under the zoning bylaws for agriculture use on plots greater than 5 acres (Use 11)?

Can you clarify this for me, as our Board is asking this specific question.

Thanks,

