



Manzi Bonanno & Bowers
ATTORNEYS AT LAW

280 Merrimack Street, Suite B
Methuen, Massachusetts 01844

tel: 978.686.9000

fax: 978.794.9628

Real Estate fax: 888.655.3060

Hon. Mary McCauley Manzi (Ret.)
Vincent C. Manzi, Jr.
Maria Bonanno
James M. Bowers

Of Counsel
Rachel L. Judkins
Alex Moskovsky

June 8, 2018

Paralegal
Jennifer M. Boylan
Paulina Taveras

Department of Public Health
Medical Use of Marijuana Program
Non-Profit Conversion
99 Chauncy Street, 11th floor
Boston, MA 02111

RECEIVED

JUN 11 2018

RE: **BEWELL ORGANIC MEDICINE, INC.**
REQUEST FOR INFORMATION – JUNE 6, 2018

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

Dear Sir/Madam:

Kindly accept this letter, in response to Paragraph 1 of the Request for Information, dated June 6, 2018, relative to the Siting Profile for BeWell Organic Medicine, Inc.

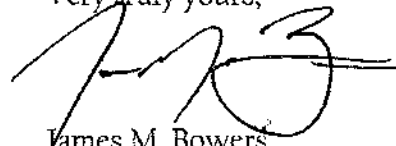
The original closing date for the purchase of 17 Broad Street, Merrimac, MA, by Chart Holdings, LLC, was March 28, 2018 (par. 8). Paragraph 30 of the Purchase and Sale Agreement allowed for monthly extensions of the closing date, upon non-refundable payments of \$750.00, for each month, until the closing on the property occurs.

Three payments of \$750.00 have been made, to date, pursuant to Paragraph 30. I have attached correspondence, with accompanying proof of the monthly payment of the \$750.00, to Coldwell Banker Commercial, the real estate brokerage company, representing the seller of the property.

Chart Holdings, LLC, has commenced the process of proceeding to closing, for the purchase of the property, which should occur within the next thirty (30) days.

Thank you for your assistance. Please contact me should you have any questions.

Very truly yours,



James M. Bowers

JMB/pt
Enclosures



Manzi Bonanno & Bowers
ATTORNEYS AT LAW

280 Merrimack Street, Suite B
Methuen, Massachusetts 01844

tel: 978.686.9000

fax: 978.794.9628

Real Estate fax: 888.655.3060

Hon. Mary McCauley Manzi (Ret.)
Vincent C. Manzi, Jr.
Maria Bonanno
James M. Bowers

Of Counsel
Charles Scott Nierman
Rachel L. Judkins
Alex Moskovsky

Paralegal
Jennifer M. Boylan
Paulina Taveras

March 28, 2018

Coldwell Banker Commercial
40 Kenoza Avenue
Haverhill, MA 01830

Attn: Austin Spinella

RE: 17 BROAD STREET, MERRIMAC, MA

Dear Austin:

Enclosed please find a check in the amount of \$750.00, relative to the extension on the above-referenced Purchase and Sale Agreement.

Should you have any questions, please do not hesitate to telephone me.

Thank you for your attention to the above.

Very truly yours,

Vincent C. Manzi, Jr.

VCM/pt
Enclosure

MANZI BONANNO & BOWERS

Coldwell Banker Commercial

3/28/2018

1702

750.00

Chart Holdings, LLC Extension, 17 Broad St. Merrimac, MA

750.00

MANZI BONANNO & BOWERS

Coldwell Banker Commercial

3/28/2018

1702

750.00

Chart Holdings, LLC Extension 17 Broad St. Merrimac, MA

750.00



Manzi Bonanno & Bowers

ATTORNEYS AT LAW

280 Merrimack Street, Suite B
Methuen, Massachusetts 01844

tel: 978.686.9000

fax: 978.794.9628

Real Estate fax: 888.655.3060

Of Counsel

Rachel L. Judkins

Alex Moskovsky

Paralegal

Jennifer M. Boylan

Paulina Taveras

Hon. Mary McCauley Manzi (Ret.)
Vincent C. Manzi, Jr.
Maria Bonanno
James M. Bowers

April 27, 2018

Austin Spinella
Coldwell Banker Commercial
40 Kenoza Avenue
Haverhill, MA 01830

RE: 17 BROAD STREET, MERRIMAC, MA

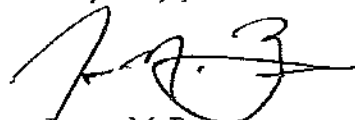
Dear Austin:

Enclosed please find a check in the amount of \$750.00, relative to the extension on the above-referenced Purchase and Sale Agreement.

Should you have any questions, please do not hesitate to telephone me.

Thank you for your attention to the above.

Very truly yours,



James M. Bowers

JMB/pt
Enclosure

1703

**MANZI BONANNO & BOWERS
ATTORNEYS AT LAW**

MASS 101TA
2808 MERRIMACK STREET
METHUEN, MA 01844

SALEM
CO-OPERATIVE BANK
SALEM, NEW HAMPSHIRE
54-7297/2114

Check Fraud
Protection for Business

4/27/2018

PAY TO THE
ORDER OF

Coldwell Banker Commercial

\$ **750.00

Seven Hundred Fifty and 00/100*****

DOLLARS

Coldwell Banker Commercial

MEMO



[Handwritten Signature]
AUTHORIZED SIGNATURE

Security features. Details on back.



Manzi Bonanno & Bowers

— ATTORNEYS AT LAW —

280 Merrimack Street, Suite B
Methuen, Massachusetts 01844

tel: 978.686.9000

fax: 978.794.9628

Real Estate fax: 888.655.3060

Of Counsel

Rachel L. Judkins

Alex Moskovsky

Paralegal

Jennifer M. Boylan

Paulina Taveras

Hon. Mary McCauley Manzi (Ret.)

Vincent C. Manzi, Jr.

Maria Bonanno

James M. Bowers

June 4, 2018

Austin Spinella
Coldwell Banker Commercial
40 Kenoza Avenue
Haverhill, MA 01830

RE: 17 BROAD STREET, MERRIMAC, MA

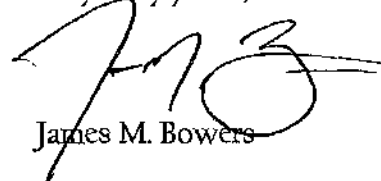
Dear Austin:

Enclosed please find a check in the amount of \$750.00, relative to the extension on the above-referenced Purchase and Sale Agreement.

Should you have any questions, please do not hesitate to telephone me.

Thank you for your attention to the above.

Very truly yours,



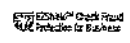
James M. Bowers

JMB/pt
Enclosure

1709

**MANZI BONANNO & BOWERS
ATTORNEYS AT LAW**

MASS 101TA
280B MERRIMACK STREET
METHUEN, MA 01844



6/4/2018

PAY TO THE ORDER OF Coldwell Banker Commercial

\$ **750.00

Seven Hundred Fifty and 00/100*****

DOLLARS

Coldwell Banker Commercial

Manu Bona
AUTHORIZED SIGNATURE

MEMO
Chart Holdings, LLC



MANZI BONANNO & BOWERS

Coldwell Banker Commercial

6/4/2018

1709

750.00

Chart Holdings, LLC Chart Holdings, LLC

750.00

Security features. Details on back.



Manzi Bonanno & Bowers
— ATTORNEYS AT LAW —

280 Merrimack Street, Suite B
Methuen, Massachusetts 01844

tel: 978.686.9000

fax: 978.794.9628

Real Estate fax: 888.655.3060

Hon. Mary McCauley Manzi (Ret.)
Vincent C. Manzi, Jr.
Maria Bonanno
James M. Bowers

Of Counsel
Rachel L. Judkins
Alex Moskovsky

Via FedEx

June 11, 2018

Paralegal
Jennifer M. Boylan
Paulina Taveras

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

RECEIVED

JUN 11 2018

RE: BEWELL ORGANIC MEDICINE, INC.
SITING PROFILE – REQUEST FOR INFORMATION
RESPONSE TO LETTER OF JUNE 6, 2018

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

Dear Sir/Madam:

Kindly accept this correspondence, with accompanying documents, in response to the Request for Information, dated June 6, 2018. The following responses are provided:

1. Section 8 of the Purchase and Sale Agreement for the Merrimac site, as submitted on April 2, 2018, states that the deed for the property was to be delivered to Chart Holdings, LLC on March 28, 2018. However, the cover letter submitted to the Department by the applicant on April 30, 2018 states that the applicant is "waiting for the PCR in order to finalize the purchase." Further, the extension window outlined in Sections 8 and 10 of the Agreement appears to have passed. Please submit proof that the closing was extended in light of Sections 8 and 10 of the agreement.

BeWell Response- Because of the delay in receiving our PCR, Chart Holdings, LLC. was unable to meet the March 28, 2018 date for closing. Under the provisions of Section 30 of the lease, Chart Holdings, LLC. paid, and is continuing to pay \$750.00 monthly to the Buyers as an extension of the closing date.

2. The name of the Landlord for the Merrimac site differs between the cover page of the Commercial Lease (Chart Holdings, LLC) and the "Summary of the Basic Lease Information" (Chart Holdings, Inc.) Please clarify the name of the landlord and resubmit corrected application materials.

BeWell Response- Please see the attached Lease for the Merrimac site showing the correct name of the Landlord in the "Summary of the Basic Lease Information."

3. *The Commercial Lease for the Merrimac site states there is a rent Schedule attached, but it has not been submitted. Please submit the rent Schedule.*

BeWell Response- Please see the amended Lease for the Merrimac Site. We have removed the reference to a "rent schedule."

4. *The square footage to be leased is not indicated in the Commercial Lease for the Merrimac site. Please resubmit the Commercial Lease with this information included.*

BeWell Response- Please see the amended Lease for the Merrimac Site indicating the lot size that will be leased.

5. *Section 9 of the Commercial Lease for the Merrimac site states that the only permitted use of the site is for an "Office." Please explain why the use of the site does not include a Registered Marijuana Dispensary.*

BeWell Response- Please see the amended Lease for the Merrimac site showing its permitted use as a Registered Marijuana Dispensary or a Licensed Retail Marijuana Establishment.

6. *Section 15 of the Commercial Lease for the Lowell site, as submitted on April 30, 2018, calls for the Landlord and his/her agents, under certain circumstances, to have access to the RMD. Please identify provision(s) in the Commercial Lease that show compliance with the requirements for visitors under 105 CMR 110(A)(1) and (C)(4).*

BeWell Response- Please see Section 15 of the amended Lease for the Lowell site showing compliance with the requirements for visitors under 105 CMR 110(A)(1) and (C)(4).

7. *Section 21 of the Commercial Lease for the Lowell site calls for the Landlord, under certain circumstances, to re-possess the leased premises and any property therein, as well as sell that property. 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. Furthermore, only a corporation with a Certificate of Registration may sell marijuana or marijuana-infused products. Please identify the provision(s) of the Commercial Lease that safeguard regulated assets from seizure by the Landlord or other parties unauthorized to possess them.*

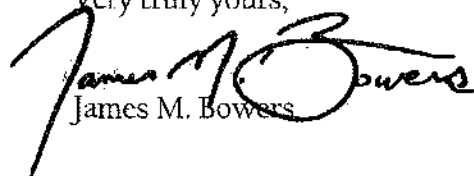
BeWell Response- Please see the provisions in Section 21 and 27 of the amended Lease for the Lowell site that safeguard regulated assets from seizure by the Landlord/Lessor or other parties unauthorized to possess them.

8. *The applicant submitted a list of abutters to the Lowell site but did not indicate the uses of those sites as requested in the April 23, 2018 letter from the Department. Please submit a list of uses within 500 feet of your proposed facility in Lowell for review for compliance with 105 CMR 725.110(A)(14).*

BeWell Response- Please see the attached list of uses within 500 feet of our proposed facility in Lowell.

Thank you for your assistance. Please contact me should you have any questions.

Very truly yours,



James M. Bowers

JMB/pt
Enclosures

COMMERCIAL LEASE

between

CHART HOLDINGS, LLC
as Landlord

and

BeWell Organic Medicine, Inc.
as Tenant

for Premises located at
17 Broad Street
Merrimac, MA 01860

CONFIDENTIAL:

BEWELL ORGANIC MEDICINE, INC.

Page

CONFIDENTIAL:

SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information (this "Summary") is hereby incorporated into and made a part of the attached Commercial Lease (the "Lease"). Each reference in the Lease to any term of this Summary shall have the meaning set forth in this Summary. In the event of any conflict the terms of the written Lease shall control over the terms of this Summary.

1.	Date of Agreement	June 8, 2018
2.	Lease Commencement Date	July 1, 2018
3.	Landlord	CHART HOLDINGS, LLC.
4.	Address of Landlord	280B MERRIMACK STREET METHUEN, MA 01844 USA
5.	Tenant	BeWell Organic Medicine, Inc.
6.	Address of Tenant	92 Bolt Street, Lowell, MA 01852
7.	Premises	Approximately .5 acres of Land at 17 Broad St. Merrimac, MA 01860.
8.	Term	Ten (10) years commencing on 7/1/18
9.	Basic Rent	\$120,000 annually, \$10,000 monthly
10.	Security Deposit	None Required
11.	Tenant's Pro Rata Share of Taxes, Operating Expenses and common utilities	Triple Net Including but not limited to Taxes and Water
12.	Utilities	Electricity, Gas, Water, Cable, Internet
13.	Broker	None.

CONFIDENTIAL:

BEWELL ORGANIC MEDICINE, INC.

Page

COMMERCIAL LEASE

1. Parties. Landlord, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease the Premises to Tenant, which expression shall include its successors, executors, administrators, and assigns where the context so admits, for the Term subject to the provisions of this Lease.
2. Premises. The Tenant hereby leases approximately .5 acres of land located at 17 Broad St, Merrimac. The Landlord Agrees to allow the Construction of an approximately 3,600 sf building with design and location to be approved by the Landlord which shall not be unduly withheld.
3. Term. The Term of this Lease shall be ten (10) years commencing on the commencement date as defined below. Notwithstanding any other terms and provisions contained herein (and regardless of whether Landlord's Work, as defined below, has been completed), if Tenant elects to occupy any or all of the Premises prior to the Commencement Date for the purpose of conducting business operations, the Commencement Date shall be deemed to be the date of such occupancy. The Term shall expire at the close of the day immediately preceding the 10th anniversary of the Commencement Date, except that if the commencement date is other than the first day of a calendar month, the expiration of the Term shall be at the close of the last day of the calendar month in which such anniversary falls. The Term shall include any extension period that is expressly provided for by this Lease and that is effected strictly in accordance with this Lease.

The Commencement Date shall be 7/1/18.

4. a. Landlord's Work. None.

TENANT HAS BEEN PROVIDED WITH THE OPPORTUNITY TO REVIEW THE EXISTING PROPERTY.
TENANT AGREES TO ACCEPT THE PREMISES AS IS,

- b. Tenant's Work.

Tenant shall be solely responsible for any and all work to be performed on the Premises necessary by Tenant for its use of the Premises, including but not limited to work which may be required outside of the Premises in order to support Tenant's use of the Premises, including, but not limited to, any obligations to comply with applicable laws, rules, regulations and, further, as may be necessary so as to not render adjacent space at the Property unusable. With respect to Tenant's work hereunder, prior to Tenant's commencement of such work, Tenant shall be obligated to provide Landlord the following:

- (i) Engineer Construction Plans;
- (ii) Building Permits;
- (iii) Municipal Approvals;
- (iv) Copies of Construction Contracts with duly licensed and qualified Contractors;
- (v) Evidence of appropriate insurance coverage for said Contractors including, but not limited to, builder's risks and worker's compensation, all reasonably satisfactory to Landlord;
- (vi) Mechanics Lien Waivers duly executed by Contractor and all Subcontractors;
- (vii) Evidence of adequate funds to complete Tenant build-out, reasonably satisfactory to Landlord; and
- (viii) Approval of Landlord, as to such work, including, but not limited to, design, layout and construction materials, not to be unreasonably withheld.

CONFIDENTIAL:

BEWELL ORGANIC MEDICINE, INC.

Page

In addition, Tenant agrees to indemnify, defend and hold Landlord harmless for any and all damage, cost, expense, or other liability, in any way, shape, manner or form, incurred by Landlord as a result of, arising out of, or related to Tenant's build-out hereunder.

5. Renewal Option. Intentionally deleted.
6. Basic Rent. Tenant shall pay to Landlord the Basic Rent on a monthly basis, payable in advance on the Commencement Date and on the first day of each month thereafter during the Term in monthly installments to be \$10,000.

The Basic Rent and the Additional Rent (defined below) shall together be referred to as the "*Rent*". All Rent shall be payable without offset or deduction. Any payment of Rent received by Landlord more than ten (10) days after the same is due shall be subject to an administrative charge of five percent (5%) of the amount of such overdue payment. Payments of Rent made more than fifteen (15) days after the date due shall incur an additional charge of one percent (1%) per month (or any portion thereof) until the same is paid in full.

7. Security Deposit. No Security is required.
8. Additional Rent. In addition to Basic Rent, Tenant shall also pay Additional Rent, if any upon the earlier of the date that Tenant first occupies or takes possession of the Premises, or the Commencement Date, regardless of when Tenant fully occupies the Premises, as follows:
 - (a) Taxes. In any tax year commencing with the fiscal year 2016, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2015 (hereinafter called the "*Tax Base Year*"), Tenant will pay to Landlord as additional rent hereunder, when and as designated by notice in writing by LANDLORD, proportional tax payment will be based on total leased space and charged to each tenant based on their actual square footage. Paid each month with rent.

"*Real Estate Taxes*" shall mean all federal, state, county, local and municipal taxes, assessments, fees and charges of every kind or nature (other than Landlord's income taxes), whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term in connection with the ownership, leasing or operation of the Property.

- (b) Utilities. Tenant shall pay as they become due all charges and expenses for Utilities (defined below) that are furnished to the Premises and separately metered (or sub-metered by Landlord), and all bills for fuel furnished to a separate tank servicing the Premises exclusively, if any. In the event that any Utilities, or other costs and expenses, cannot be metered, sub-metered, or allocated as set forth herein, but are utilized by Tenant, or other tenants, at times, for rates, or in amounts that are disproportionate to any formulas set forth herein, Landlord shall have the right to adopt a methodology for allocating charges relating thereto, which methodology is, in Landlord's sole discretion, determined to be an appropriate means to apportion such costs and expenses.

"*Utilities*" shall mean sewer, water, air-conditioning, ventilating, heat and electricity, whether supplied by Landlord, a municipality or utility company and required for the operation of the Property (but not for any Tenant specific process, use or function).

CONFIDENTIAL:

BEWELL ORGANIC MEDICINE, INC.

Page

Subject to the other provisions of this Section 8(c), Landlord agrees to furnish Utilities to the Property (other than those that are furnished through separately metered utilities or separate fuel tanks as set forth above), including reasonably hot and cold water and reasonable heat during normal business hours on regular business days of each year, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for the Property, or to any cause beyond Landlord's control. Landlord 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 Tenant requires additional Utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, *provided* that such installation shall be subject to the written consent of Landlord in accordance with Section 13 (Alterations - Additions) of this Lease.

Tenant shall arrange and be solely responsible for janitorial, cleaning and security services within the Premises. Tenant shall provide and pay for its own telephone and cable services. Tenant and Landlord agree that Landlord shall have no obligation to provide security to the Property (including the parking areas). To the extent Landlord provides security, it shall be upon those terms and conditions set forth from time to time in the Rules and Regulations or otherwise made known in writing by Landlord.

9. Use of Premises. Tenant shall use the Premises only for the following Permitted Uses: Registered Marijuana Dispensary or Licensed Marijuana Retail Establishment.

Landlord makes no representation or warranty as to allowed uses under applicable state, federal or local laws. Tenant shall, conduct its own due diligence and, as set forth in Section 10 herein below, agrees that it shall be solely responsible for compliance with all applicable laws.

Landlord shall have the right, from time to time, to generate and distribute to the tenants of the Property, including Tenant, Rules and Regulations governing use of the Property. Such Rules and Regulations shall be enforceable by Landlord, but shall not materially interfere with Tenant's use of the Premises for the Permitted Uses. Tenant and all parties with rights derived through Tenant shall abide by the terms and provisions set forth in the Rules and Regulations.

10. Compliance With Laws.

(a) Tenant's Obligations. Tenant acknowledges that no trade or occupation shall be conducted in the 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 Merrimac. Tenant acknowledges and agrees that Landlord has made no representation or warranty as to compliance of Tenant's proposed use of the Premises with any zoning or other required approvals, all of which shall be obtained by Tenant at its sole cost and expense. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act and the regulations of the Massachusetts Architectural Access Board relative to the layout of the Premises, any of the work performed by Tenant therein and Tenant's use thereof (including, without limitation, any use which shall result in the characterization of the Premises as a "public accommodation" or "place of public accommodation"). Tenant shall indemnify, defend and hold Landlord harmless for any and all loss, damages, liabilities and penalties, including attorneys' fees, for violation of the provisions of this Section 10(a).

CONFIDENTIAL:

BEWELL ORGANIC MEDICINE, INC.

Page

(b) Hazardous Materials. Tenant shall not keep in the Premises any inflammable fluids or chemicals, or permit the emission from the Premises of any objectionable noise or odor; nor dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the sewage or other waste disposal system serving the Premises or the building; nor generate, store, use or dispose of hazardous or toxic substances in or on the Premises or the building except as specifically allowed under the terms and conditions hereof, and, in any event, at all times in conformance with applicable laws, regulations, and ordinances. Tenant shall indemnify, defend and hold harmless Landlord from and against any damages, suits, costs or expenses resulting from Tenant's failure to comply with the covenants contained in this Section 10. For the purposes of the covenants contained in this Section 10, Tenant is intended and does specifically include all of Tenant's agents, employees, licensees, invitees, guests, and any and all other persons or entities entering onto the Premises or anywhere within the Property. "Hazardous substances" and "toxic substances" as used herein shall have the same meanings as defined and used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9061 et seq., in the Hazardous Material Transportation Act, 49 U.S.C. 1802; in the Toxic Substances Act, 15 U.S.C. 2601 et seq.; in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6921 et seq.; in the Massachusetts Hazardous Waste Management Act, as amended; in Massachusetts General Laws Chapter 21; in Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended; in the regulations adopted and publications promulgated pursuant to said Acts; and in any other applicable laws, rules, regulations and orders.

11. Fire Insurance. Tenant shall not permit any use of the Premises which will make voidable any insurance on the Property, or on the contents of the 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. Tenant shall on demand reimburse Landlord, and all other tenants, all extra insurance premiums caused by Tenant's use of the Premises.

12. Maintenance.

(a) Tenant's Obligations. Tenant agrees to maintain the Premises (including, without limitation, any supplemental electrical or HVAC systems serving Tenant's computer facilities, audio/visual, computer, data or telecommunications systems, special security systems, interior bathrooms, kitchens and kitchen appliances) in good condition, reasonable wear and tear and damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, abandoned, nor suffer any waste. Tenant shall, within thirty (30) days after Landlord's written demand therefor, reimburse Landlord for the cost of all repairs, replacements and alterations (collectively, "Repairs") in and to the Premises, Building and Property and the facilities and systems thereof, plus an administration charge of fifteen percent (15%) of such cost, the need for which Repairs arises out of (1) Tenant's use or occupancy of the Premises, (2) the installation, removal, use or operation of Tenant's Property or Required Removables, (3) the moving of Tenant's Property and Required Removables into or out of the Building, (4) any Alterations (hereinafter defined), or (5) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

18. Entire Agreement. This Lease constitutes the entire agreement by and between the parties. This Lease may not be modified and/or amended except in writing executed by all parties hereto.

CONFIDENTIAL:

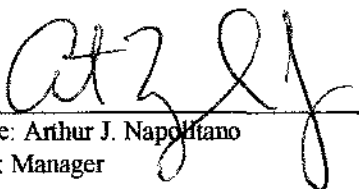
BEWELL ORGANIC MEDICINE, INC.

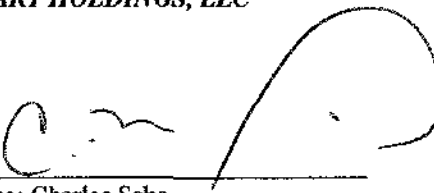
Page

IN WITNESS HEREOF, Landlord and Tenant have executed this Lease as a signed instrument as of the date first written above.

Landlord:

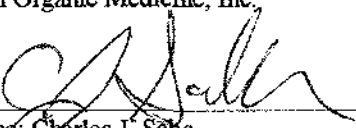
CHART HOLDINGS, LLC

By: 
Name: Arthur J. Napolitano
Title: Manager

By: 
Name: Charles Saba
Title: Manager

Tenant:

BeWell Organic Medicine, Inc.

By: 
Name: Charles J. Saba
Title: President / CEO

CONFIDENTIAL:

BEWELL ORGANIC MEDICINE, INC.

Page

COMMERCIAL LEASE

1. **PARTIES.** Chart Holdings, LLC, LESSOR, which expression shall include heirs, successors, and assigns where the context so admits, does hereby lease to **BeWell Organic Medicine, Inc.**, a duly established corporation organized and existing under the laws of the Commonwealth of Massachusetts, LESSEE, and the LESSEE hereby leases the following described premises:
2. **PREMISES.** Twenty thousand (20,000) square feet of space, located at 92 Bolt Street, Lowell, Middlesex County, Massachusetts, 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 a period of five (5) years, commencing on 4/28/18 and ending on 4/28/23.

Lessor and Lessee understand that permits for the operation of a medical marijuana dispensary or cultivation center are subject to approval from the City of Lowell and the Commonwealth of Massachusetts. This lease is contingent upon the Lessee obtaining the necessary approvals, and as such, an extension of time for the beginning of the lease term may be extended, upon proof by the Lessee to the Lessor that diligent efforts are being made to acquire the necessary approvals.

Option to Renew: The Lessee shall be granted two (2) Options to Renew, for periods of five (5) years each, commencing at the expiration of the initial, or the first extended, lease term, whichever is applicable. The Lessee shall notify the Lessor in writing at least ninety (90) days prior to the expiration of the initial lease term, or the extended lease term, of its intent to exercise the Option(s) to Renew.

4. **RENT.** The LESSEE shall pay to the LESSOR fixed rent at the rate of \$26.50 per square foot, or five hundred thirty thousand (\$530,000.00) dollars per year, payable in month installments of forty-four thousand one hundred and sixty six dollars sixty six cents (\$44,166.66) in advance in monthly installments of subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.
5. **SECURITY DEPOSIT.** Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of ten thousand (\$10,000.00) dollars which 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, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT.

TAX ESCALATION

If in any tax year commencing with the fiscal year 2018 the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, the per cent of such excess, in proportionate that share of leased space occupied by the Lessee, to the that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.

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 presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

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 purposes of the cultivation, processing, and/or dispensing of medical marijuana.

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. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

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 leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of 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 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 the 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 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 forth-with 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 shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and 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, deeds 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 three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for leasing 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.

The LESSOR access shall adhere to the Massachusetts laws and regulations and shall occur on an "escorted access only" basis as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. LESSEE shall provide LESSOR with 24 hour/ 7 days a week telephone number to access a dispensary agent authorized to access and escort LESSOR in any designated limited access areas. In the event of an emergency, LESSOR agrees to access a dispensary agent prior to entry.

16. INDEMNIFICATION AND LIABILITY.

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss and damage wherever

occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the Lessor's responsibility.

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 \$1,000,000.00 with property damage insurance in limits of \$1,000,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as 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 cancelled without at least ten (10) days prior written notice to each assured named therein.

Despite any language that may be to the contrary, LESSEE will maintain insurance coverage in amounts sufficient to comply with 105 CMR 725.105(Q).

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 within 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 declare the term of this lease ended, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSOR shall then be allowed to take whatever legal action is necessary to obtain court approval, via eviction or otherwise, to recover possession of the premises. Should LESSOR recover possession of the premises as stated herein, the LESSEE shall immediately remove all equipment, property, product, and inventory from the premises. 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 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 mail, 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 c/o Chart Holdings, LLC, 15 Richardson Road, Hollis, NH 03049.

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 non-marijuana or otherwise non-regulated 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 non-marijuana or otherwise non-regulated 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.

In the event LESSEE fails to remove any marijuana, marijuana infused products, or any other regulated products, the LESSOR, under the terms of surrender, is authorized to hire, at LESSEE's expense, an authorized entity to re-possess and properly dispose of any marijuana 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 claim, control, possess, secure, sell, transport or dispose regulated assets, such as marijuana and marijuana-infused products, without being subject to law enforcement action.

22. BROKERAGE.

There are no brokers involved in the leasing of the subject property.

23. CONDITION OF PREMISES.

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

24. FORCE MAJEURE.

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

25. LATE CHARGE.

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent of the amount due for each month or portion thereof during which the arrearage continues.

26. LIABILITY OF OWNER.

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

27. OTHER PROVISIONS.

REGULATED PROPERTY- Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit LESSOR to claim, control, possess, secure, sell or dispose of any marijuana, marijuana product or marijuana by-product. LESSOR hereby agrees and acknowledges that any such marijuana located on the premises shall be controlled in accordance with federal and state laws including 105 CMR 725.00 et seq.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 24th day of March, 2018.

LESSEE:
BeWell Organic Medicine, Inc



Charles J. Saba, President
In his capacity as President, and not
Individually

LESSOR:
Chart Holdings, LLC



Arthur P. Napolitano, Manager

List of all properties and uses within a 500 foot radius of the the Proposed RMD at 92 Bolt Street Lowell

Address	Use
37 STATE ST	THREE FAM
38 STATE ST	AC LND IMP
41 STATE ST	Single Fam MDL-01
42 STATE ST	Condo Townhouse
44 STATE ST	Condo Townhouse
46 STATE ST	Condo Townhouse
47 STATE ST	Condo Townhouse
49 STATE ST	Condo Townhouse
50 STATE ST	Condo Townhouse
53 STATE ST	RES ACLNDV MDL-00
59 STATE ST	RES ACLNDV MDL-00
65 STATE ST	Single Fam MDL-01
66 STATE ST	AC LND IMP
46 SIDNEY ST	TWO FAMILY MDL-01
51 SIDNEY ST	TWO FAMILY MDL-01
52 SIDNEY ST	TWO FAMILY MDL-01
57 SIDNEY ST	TWO FAMILY MDL-01
45 BOLT ST	Warehouse
52.1 BOLT ST	OTHER NR
90 BOLT ST	Warehouse/Dist/Storage
90.3 BOLT ST	Retail Gas Station V
92 BOLT ST	Electric ROW
94 BOLT ST	Electric ROW
123 BOLT ST	Warehouse/Dist/Storage
123.1 BOLT ST	Warehouse/Dist/Storage
46 MEADOWCROFT	Electric ROW
939.1 LAWRENCE S	City of Lowell V
1001 LAWRENCE ST	RES ACLNDV MDL-00
1025 LAWRENCE ST	Office
12 WASHER ST	Office Bldg

The above listed properties encompass all properties within a 500 foot radius of 92 Bolt Street, Lowell. The properties were measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD.

BeWell Organic Medicine, along with the City of Lowell has ensured that none of the above listed properties consist of a school, daycare center, or any facility in which children commonly congregate.