



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

RECEIVED

MAR 29 2016

MA Dept. of Public Health
99 Chauncy Street
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).

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


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 here 

SECTION A: APPLICANT INFORMATION

- 1. Prime Wellness Centers, Inc.
 Legal name of Corporation
 [Redacted]
- 2. [Redacted]
 Name of Corporation's Chief Executive Officer
 [Redacted]
- 3. [Redacted]
 Address of Corporation (Street, City/Town, Zip Code)
- 4. [Redacted]
 Applicant point of contact (name of person Department of Public Health should contact regarding this application)
- 5. [Redacted]
 Applicant point of contact's telephone number
- 6. [Redacted]
 Applicant point of contact's e-mail address
- 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 by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: [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	0 Pullman Street, Worcester, MA 01606	Worcester
2	Cultivation	32 Chocksett Road, Sterling, MA 01564	Worcester
3	Processing	32 Chocksett Road, Sterling, MA 01564	Worcester

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

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

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.

Prime Wellness Centers (PWC) is planning a dispensary in Worcester and a cultivation/processing facility in Sterling.

The property at 0 Pullman Street in Worcester is zoned within MG-0.5, an acceptable zone for a registered marijuana dispensary within the city. It also meets proper siting, parking and use of property requirements set by the city and state bylaws. A letter of non-opposition from the City Manager with approval of the City Council is attached. PWC held multiple meetings with the Mayor, City Councilors, City Manager, police and fire chiefs, and several department heads from various city divisions to ensure compliance with local codes and ordinances.

The 32 Chocksett Road property in Sterling is zoned commercial which is an acceptable zone for a cultivation/processing facility within the town and which complies with the Department's siting rules. A letter of support from the Board of Selectmen is attached. PWC met with building, zoning, lighting, health, fire and police chiefs for approval. Parking and property requirements set by the town have been met. This facility is only 15 minutes from the dispensary in Worcester. PWC's CEO will ensure each facility continues to comply with all local requirements going forward.

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]

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: 08/01/2016

	FIRST FULL FISCAL YEAR PROJECTIONS 20 16	SECOND FULL FISCAL YEAR PROJECTIONS 20 17	THIRD FULL FISCAL YEAR PROJECTIONS 20 18
Projected Revenue	\$ 1,155,960.00	\$ 2,482,272.00	\$ 4,633,574.00
Projected Expenses	\$ 1,820,000.00	\$ 2,670,000.00	\$ 4,272,000.00
VARIANCE:	\$ -664,040.00	\$ -187,728.00	\$ 361,574.00
Number of unique patients for the year	570	1020	1632
Number of patient visits for the year	6840	12240	19584
Projected % of patient growth rate annually	---	79%	60%
Estimated purchased ounces per visit	.5	.6	.7
Estimated cost per ounce	\$338	\$338	\$338
Total FTEs in staffing	26	35	48
Total marijuana for medical use inventory for the year (in lbs.)	240	500	900
Total marijuana for medical use sold for the year (in lbs)	214	459	857
Total marijuana for medical use left for roll over (in lbs.)	26	41	41

Projected date the RMD plans to open: 08/01/2016

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

**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 obligations as stated in the Certification.



1/14/2016
Date Signed

Print Name of Authorized Signatory

CEO Prime Wellness Centers

Title of Authorized Signatory

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

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.

[Redacted Signature]

1/14/2016
Date Signed

Print Name of Authorized Signatory

CEO Prime Wellness Centers

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 submit a *Management and Operations Profile* and a *Siting Profile*.

[Redacted Signature]

1/14/2016
Date Signed

Print Name of Authorized Signatory

CEO Prime Wellness Centers

Title of Authorized Signatory

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

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 that the RMD has been approved for a provisional certificate of registration.

1/14/2016
Date Signed



Print Name of Authorized Signatory

CEO Prime Wellness Centers

Title of Authorized Signatory

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

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this 17th day of February, 2016, and is by and between **PULLMAN STREET I LLC**, a limited liability company with a mailing address c/o O'Hara-Buthray Associates, Inc., One West Boylston Street, Suite 306, Worcester, Massachusetts 01605 ("Seller"), and **PRIME WELLNESS CENTERS, INC.**, a Massachusetts corporation with a mailing address of 44 Independence Lane, Shrewsbury, Massachusetts 01545 ("Buyer").

1. Purchase and Sale

Seller agrees to sell, and Buyer agrees to buy, the premises described in Section 2 upon the terms and conditions set forth in this Agreement.

2. Description

The land located off of Pullman Street in Worcester, Massachusetts and shown as Lot 1R-1 on the plan attached to this Agreement as Exhibit A (the "Premises"). The Premises are described in a deed dated January 7, 2015 and recorded with the Worcester District Registry of Deeds ("Registry") in Book 53247, Page 85.

3. Intentionally Left Blank

4. Title Deed

The Premises shall be conveyed by a good and sufficient quitclaim deed running to Buyer (the "Deed"). The Deed shall convey good, clear, record and marketable title to the Premises, free from encumbrances, except:

- (a) Provisions of existing and future building and zoning laws;
- (b) Taxes for the then current fiscal year as are not due and payable on the date of the Closing;
- (c) Any liens for municipal betterments assessed after the date of this closing;
- (d) The Sewer Easement shown on Plan Book 891, Plan 55;
- (e) A reserved Easement over and across the Premises for access to and egress from Lot 2 shown on Plan Book 891, Plan 55; and
- (f) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Buyer's proposed use of the Premises as a medical marijuana facility. Buyer shall be deemed to have waived any defects in title if the same are not disclosed in writing to Seller prior to the Approval Expiration Date, as that term is defined in Section 28.

5. Purchase Price

The agreed purchase price for the Premises is Four Hundred Thousand and 00/100 Dollars (\$400,000.00), of which:

\$ 25,000.00	have been paid as a deposit this day (the "Deposit"); and
\$375,000.00	are to be paid at the Closing by certified check, bank check or wire transfer at the option of Seller. All checks shall be made payable to Seller and be without any intervening endorsement.
\$400,000.00	TOTAL

6. Time for Performance

The Deed is to be delivered at 10:00 o'clock a.m. on or before forty-five (45) days after the Permit Expiration Date in Paragraph 28, such date to be set forth in a written notice from Buyer to Seller, at the Worcester District Registry of Deeds, unless otherwise agreed upon in writing (the "Closing"). The Closing shall not be sooner than seven (7) days after Seller's receipt of the notice required by the previous sentence. It is agreed that time is of the essence with respect to all time periods in this Agreement.

7. Possession and Condition of the Premises

Full possession of the Premises, free of all tenants and occupants, except as provided in Section 32 below, is to be delivered at the Closing, the Premises to be (a) not in violation of building and zoning laws, and (b) in compliance with the provisions of any instrument referred to in Section 4. Buyer shall be entitled to inspect the Premises prior to the Closing in order to determine whether the condition of the Premises complies with the terms of this Agreement.

8. Extension to Perfect Title or Make Premises Conform

If Seller shall be unable to give title, make conveyance, or deliver possession of the Premises as required by this Agreement, or if at the Closing the Premises do not conform with the provisions of this Agreement, then Seller shall use reasonable efforts to remove any defects in title, deliver possession or make the Premises conform to the provisions of this Agreement, as the case may be, in which event Seller shall give written notice to Buyer on or before the Closing, and the Closing shall be extended for a period of up to thirty (30) days as designated by Seller in the written notice (the "Extended Time"). Seller shall not be required to expend more than \$2,500.00 in using reasonable efforts to remove any defects in title, deliver possession or make the Premises conform to the provisions of this Agreement.

9. Failure to Perfect Title or Make Premises Conform, etc.

If at the expiration of the Extended Time Seller shall have failed to remove any defects in title, deliver possession or make the Premises conform, as the case may be, all as set forth in this Agreement, then the Deposit shall be refunded to Buyer and all other obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

10. Buyer's Election to Accept Title

Buyer shall have the election, on either the date of the Closing or at the expiration of the Extended Time, to accept such title as Seller can deliver for the Premises in its then condition and to pay the purchase price without deduction, in which case Seller shall convey such title.

11. Acceptance of Deed

The acceptance of the Deed by Buyer or Buyer's nominee as the case may be, shall be deemed to be a full performance and discharge of every obligation contained or expressed in this Agreement, except for those obligations that are to be performed after the Closing in accordance with the terms of this Agreement in accordance with the usual real estate closing practices.

12. Use of Money to Clear Title

To enable Seller to make conveyance as provided in this Agreement, Seller may use the purchase money to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded within a reasonable time after the Closing.

13. Insurance

Until the Closing, Seller shall maintain the same insurance on the Premises as existed on the date of this Agreement, if any.

14. Adjustments

Real estate taxes for the then current fiscal year shall be apportioned as of the Closing and the net amount of the adjustment shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the Closing.

15. Adjustment of Unassessed and Abated Taxes

If the amount of real estate taxes is not known at the Closing, real estate taxes shall be apportioned on the basis of the real estate taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the real estate taxes which are to be apportioned shall subsequently be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement. The provisions of this Section shall survive the Closing.

16. Broker's Commission

Seller and Buyer mutually represent and warrant that they have not dealt with any broker in connection with this Agreement, except NAI Glickman Kovago & Jacobs. The provisions of this Section shall survive the Closing.

17. Deposit

The Deposit shall be held in escrow by Mirick, O'Connell, DeMallie & Lougee, LLP (the "Escrow Agent") subject to the terms of this Agreement and shall be duly accounted for at the Closing. In the event of any disagreement between the parties, the Escrow Agent may retain the Deposit pending instructions mutually given in writing by Seller and Buyer or a court of competent jurisdiction. Buyer and Seller agree (i) to defend, indemnify and hold the Escrow Agent harmless from any loss, cost or damage incurred by the Escrow Agent in connection with the performance of its duties under this Agreement, and (ii) that if a dispute arises regarding the Deposit or this Agreement, the Escrow Agent shall not be precluded from representing Seller with respect to the dispute.

18. Buyer's Default; Damages

If Buyer shall fail to fulfill Buyer's obligations under this Agreement, the Deposit shall be retained by Seller as liquidated damages which shall be Seller's sole remedy.

19. Liability of Trustee, Shareholder, Beneficiary, etc.

If Seller or Buyer executes this agreement in a representative or fiduciary capacity, (i) only the principal or the estate represented shall be bound, and (ii) neither Seller nor Buyer, nor any shareholders or beneficiaries of any trust, shall be personally liable for any obligation, express or implied in this Agreement.

20. Warranties and Representations

Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this Agreement.

21. As Is

Buyer acknowledges and agrees that at the Closing Seller shall sell and convey to Buyer and Buyer shall accept the Premises "as is, where is and with all faults". Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Premises or related to the Premises made or furnished by Seller, directly or indirectly, orally or in writing. Buyer represents to Seller that Buyer has conducted such investigations of the Premises, including, but not limited to, the physical and environmental condition of the Premises, as Buyer deems necessary to satisfy itself as to the condition of the Premises and the existence or non-existence or curative action to be taken with respect to any hazardous substances on, in, under or discharged from the Premises, and will rely solely upon same and not upon any information provided by or on behalf of Seller. The provisions of this Section shall survive the Closing.

22. Title Standards

Any title matter or conveyancing practice which is the subject of a title standard or practice standard of the Real Estate Bar Association for Massachusetts shall be governed by said title standard or practice standard to the extent applicable.

23. Notices

All notices required under this Agreement shall be in writing and shall be deemed received (i) one (1) business day after being sent by reputable overnight delivery or courier service providing for receipted delivery, or (ii) two (2) business days after being sent by certified or registered mail, return receipt requested, postage prepaid, or (iii) the same business day after being sent by facsimile during normal business hours with confirmation of transmission and addressed as follows:

If to Seller:

Peter J. Dawson, Esq.
Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA
Direct Fax (508) 983-6241

If to Buyer:

Curt F. Bletzer, Esq.
Bletzer and Bletzer, PC
300 Market Street
Brighton, MA 02135
Direct Fax (617) 254-5522

or to such other party or address or addressee as may from time to time be designated by either party by written notice to the other as provided in this Section 23.

24. Business Day

If the period by which any right, option or election must be exercised, or by which any act must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, Federal or Commonwealth of Massachusetts holiday, such time shall automatically extend through the close of business on the next business day.

25. Facsimile Copy / Counterpart Copy

A signed facsimile copy of this Agreement shall be binding upon the parties to this Agreement as fully and to the same extent as an original signed copy. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

26. Patriot Act Compliance

All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (as amended, the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to in this Agreement as the "Patriot Rules" and are incorporated in this Section.

(a) Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that each and every "person" or "entity" affiliated with the respective party or that has an economic interest in the respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase of the Premises, is:

(i) Not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224;

(ii) In full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC");

(iii) Operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to Seller for Seller's review and inspection during normal business hours and upon reasonable prior notice;

(iv) Not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules;

(v) Not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules;

(vi) Not a person who has been determined by competent authority to be subject to the prohibitions contained in the Patriot Rules; and

(vii) Not owned or controlled by or now acting and/or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

(b) Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted or arraigned, or custodially detained on

charges involving money laundering or predicate crimes to money laundering, the party receiving the notice shall immediately notify the other and, in such event, this Agreement shall automatically be deemed terminated, in which event the Deposit shall be returned to Buyer and the parties shall have no further rights or obligations under this Agreement, except for all other rights, liabilities or obligations that survive a termination of this Agreement.

27. Seller's Closing Obligations

At the Closing, Seller shall deliver the following to Buyer:

- (a) The Deed;
- (b) A Certificate of Good Standing from the Massachusetts Secretary of State;
- (c) Such affidavits and indemnities as Buyer's title insurance company may reasonably require in order to omit from its title insurance policy all exceptions for parties and possession and mechanic's liens; and
- (d) Such other documents as are customarily executed by a seller in connection with the sale of real estate in the Commonwealth of Massachusetts.

28. Approvals and Contingencies

(a) Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining the necessary licenses from the City of Worcester and the Commonwealth of Massachusetts to use the Premises as a medical marijuana dispensary (the "Approvals"). Buyer shall promptly apply for the Approvals after Buyer executes this Agreement and shall diligently pursue the issuance of the Approvals. Buyer agrees, from time to time at Seller's request, to provide Seller with an update on Buyer's progress on obtaining the Approvals. Buyer shall have until May 2, 2016, to obtain the Approvals (the "Approval Expiration Date"). Buyer may terminate this Agreement by delivering written notice to Seller at any time prior to 5:00 p.m. on the Approval Expiration Date if Buyer determines that Buyer is unable to obtain the Approvals, in which case the Deposit shall be refunded to Buyer and all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

(b) Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining the necessary permits from the City of Worcester and the Commonwealth of Massachusetts to build on the Premises up to a 4000 sq.ft. Building to operate the medical marijuana dispensary (the "Permits"). Buyer shall promptly apply for the Permits after the Approvals in subsection (a) are obtained and shall diligently pursue the issuance of the Permits. Buyer agrees, from time to time at Seller's request, to provide Seller with an update on Buyer's progress on obtaining the Permits. Buyer shall have until July 2, 2016, to obtain the Permits (the "Permit Expiration Date"). Buyer may terminate this Agreement by delivering written notice to Seller at any time prior to 5:00 p.m. on the Permit Expiration Date if Buyer determines that Buyer is unable to obtain the Permits, in which case the Deposit shall be refunded to Buyer and all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

(c) Buyer's obligation to purchase the Premises is contingent upon Buyer's completion of due diligence to determine the physical and environmental condition of the Premises with respect to any hazardous substances on, in, under or discharged from the Premises that may be in violation of law. Buyer shall have until thirty (30) days after the Permit Expiration Date to complete his due diligence (the "Due Diligence Expiration Date"). Buyer may terminate this Agreement by delivering written notice to Seller at any time prior to 5:00 p.m. on the Due Diligence Expiration Date if Buyer determines that the property contains hazardous material or is subject to the provisions of M.G.L. c. 21E, Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, in which case the Deposit shall be refunded and all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties.

(d) In order to help finance the acquisition of the Premises, Buyer shall apply for a conventional bank or other institutional mortgage loan of \$320,000.00 at prevailing rates, terms and conditions. If despite Buyer's diligent efforts a commitment for such loan cannot be obtained on or before thirty (30) days after the Permit Expiration Date (the "Mortgage Contingency Expiration Date"), then Buyer may terminate this Agreement by delivering written notice to Seller's attorney prior to the Mortgage Contingency Expiration Date, in which case the Deposit shall be refunded to Buyer and all obligations of the parties shall cease and this Agreement shall be void without recourse to the parties. Buyer shall be deemed to have waived his rights under this paragraph if Seller and/or its attorney have not been notified in writing on or before 5:00 p.m. on the Mortgage Contingency Expiration Date that Buyer desires to terminate this Agreement. In no event will Buyer be deemed to have used diligent efforts to obtain such commitment unless the Buyer submits one complete mortgage loan application conforming to the foregoing provisions on or before the Permit Expiration Date.

29. Title Certificate

Seller shall order and pay for a title report from Taylor Abstract Company. Seller's counsel shall provide a preliminary title report to Buyer's counsel within thirty (30) days after the Approval Expiration Date.

30. Construction and Interpretation of Agreement

This Agreement, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns, and, may be cancelled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named in this Agreement as Buyer, their obligations shall be joint and several.

The submission of this Agreement for examination and negotiation does not constitute an offer to sell and this Agreement shall become effective and binding only upon the execution and delivery of this Agreement by both Buyer and Seller.

The section headings contained in this Agreement are for convenience and reference only, and the words contained in a section heading shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

The provisions of this Agreement shall be construed as a whole, according to their common meaning (except where a precise legal interpretation is clearly evidenced, and not for or against either party). Use in this Agreement of the word “including” or words of similar import, when followed by any general term, statement or matter, shall not be construed to limit such term, statement or matter to the specified items, whether or not language of non-limitation, such as “without limitation” or “including, but not limited to,” or words of similar import, are used, but rather shall be deemed to refer to all other terms or matters that could fall within a reasonably broad scope of such term, statement or matter.

31. 1031 Exchange

Seller may desire to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, fee title in the Premises. Seller expressly reserves the right to assign its rights and interests but not its obligations, under this Agreement to a qualified intermediary as provided in Reg. 1.1031(k)-1(g)(4) and Buyer hereby assents to any such assignment by Seller. Buyer agrees to cooperate with Seller or its assignee in order to complete a qualifying like kind exchange for the benefit of Seller, provided that Buyer shall incur no liability, cost or expense in connection therewith.

32. Tenant

The Premises are presently occupied by a tenant. The tenant may remain at the Premises until June 15, 2016.

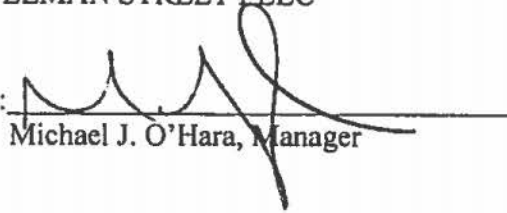
[SIGNATURES ON FOLLOWING PAGE]

EXECUTED as a sealed instrument on the date first mentioned above.

SELLER:

PULLMAN STREET LLLC

By:


Michael J. O'Hara, Manager

BUYER:

PRIME WELLNESS CENTERS, INC.

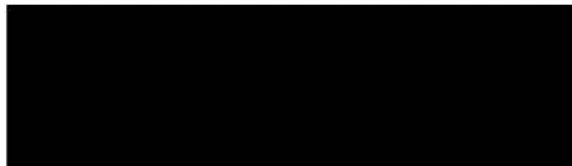


Exhibit A

Plan

RIDER "A" TO PURCHASE AND SALE AGREEMENT
This Rider "A" is incorporated by reference into the
PURCHASE AND SALE AGREEMENT
regarding Lot 1R-1 Pullman Street, Worcester, Massachusetts
entered into between
PULLMAN STREET I LLC, as SELLER, and
PRIME WELLNESS CENTERS, INC., BUYERS,
and is expressly made a part thereof.

1. This rider supersedes, modifies, amends and is hereby incorporated into the Standard Form Purchase and Sale Agreement between SELLER and BUYER; in the event of any conflict between this Rider and the said Standard Form Purchase and Sale Agreement, the terms of this Rider shall control.
2. SELLER shall cooperate with the BUYER in obtaining mortgage financing by furnishing to BUYER's prospective lender such information as the said lender may reasonably request and by allowing entry upon the premises and the buildings constructed thereon, at reasonable times and upon reasonable notice to SELLER, by representatives of the lender for the purpose of entry, at reasonable times and upon reasonable notice to SELLER, by an engineer or land surveyor for the purpose of plotting bounds and taking measurements.
3. Upon the request of the attorney for BUYER's lender, SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required by said lender or its attorney, including but not limited to certifications or affidavits with respect to: (a) persons or parties in possession of the premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) the true purchase price of the premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (d) that SELLER is not a foreign person subject to the withholding provisions of the Deficit Reduction Act of 1984 (FIRPTA), (e) IRS forms, (f) any other form reasonably required by lender or lender's attorney.
4. BUYER and their representatives (i.e. architects and contractors) shall have access to the premises for the purposes of taking measurements, and the like, at reasonable times, with prior notice to SELLER.
5. SELLER represents, the same to be true as of the date hereof and as of the date of closing, that; to the best of SELLER's knowledge:
 - (i) the SELLER has not received any notice or communication that the premises are in violation of any federal, state or local environmental, sanitary, health or safety statute, ordinance, code, by-law, rule or regulation; and
 - (ii) the SELLER has not received any notice or communication of any municipal betterments affecting the premises voted or contemplated by the City/Town where the premises is located which is likely to result in an assessment against the premises.
6. ENCROACHMENTS: It is understood and agreed by the parties that the subject premises shall not be in conformity with the provisions of this Agreement unless:
 - A. The premises is not within a so-called "Flood Plain Area" or "Flood Plain Zone" or any other such flood-prone areas as determined under the maps and regulations of the Federal Emergency Management Agency, with respect to the federal flood plain insurance program;

- B. Title to the premises is insurable, for the benefit of the Buyer, in a fee owner's policy of title insurance, at normal premium rates, without exception other than the standard printed "jacket" exceptions contained in the American Land Title Association form currently in use and those exceptions set forth in Paragraph 4 of this Agreement. At Buyer's sole option, Buyer may reject title in the event the title insurance company is willing to issue a clean policy or issue affirmative coverage over a known defect.
- C. The premises is legally subdivided and separated from all other lots pursuant to the provisions of the Subdivision Control Law, M.G.L.A. ch. 40A;
- D. The subject premises abut a duly accepted public way, by the city or town in which said premises are located.

The Buyer shall satisfy itself regarding Section 6 on or before the Permit Expiration Date.

7. The Seller warrants and represents that the premises are connected to and serviced by a municipal sewer system and there is not located on the premises an on-site subsurface sewage disposal system as defined in 310 CMR section 15.000 et seq.

8. NOTICES: All notices hereunder shall be given in writing to the parties at their respective home addresses, with a copy to:

If to SELLER: Peter J. Dawson
Mirick, O'Connell, Demallie & Lougee LLP
1700 Bank of Boston Tower
100 Front Street
Worcester MA 01608-1477
(508) 791-8500 telephone

If to BUYER: Curt F. Bletzer, Esquire
BLETZER & BLETZER, P.C.
300 Market Street
Brighton, MA 02135
(617) 254-8900 telephone
(617) 254-5522 facsimile
curt@bletzerlaw.com

Provided, however, notice shall be deemed duly given and received if actually given and received by any other method, including by facsimile.

9. SELLER represents, to the best of their knowledge, to the BUYER that the SELLER has never generated, stored, used, or disposed of any hazardous waste or material on the premises and that the Seller is not aware of the generation, storage, use, or disposal of such waste on the premises by anyone else. SELLER also represents, to the best of their knowledge, that (i) there are no underground storage tanks at the Property; (ii) that there have been no Tanks at the Property during Seller's ownership of the Property, and (iii) SELLER is not aware of any tank removal from the Property at any time.

10. Notwithstanding anything else in this Agreement to the contrary, SELLER warrants and represents that, as of the date of this Agreement and the date of the delivery of the deed:

- A. there are no contracts, oral or written, involving the Premises which SELLER has negotiated or contracted or which will be binding upon BUYER or affect the Premises in any manner after the closing, except for those contracts expressly permitted by this Agreement;
- B. SELLER has not received any notice or communication from any public authority to the effect that there exists, with respect to the Premises, any condition which violates any municipal, state or federal law, rule, regulation, ordinance or the like;
- C. SELLER is not a "foreign person" as that term is used in Internal Revenue Code Section 1445 and the regulations promulgated thereunder, and accordingly BUYER is not required to withhold any taxes upon the disposition of the Premises to the BUYER;
- D. SELLER represents, to the best of their knowledge that there is no pending SELLER bankruptcy, mortgage foreclosure, contemplated town/city betterment or assessment, or other proceedings or circumstances that might impact adversely on the SELLER's ability to perform on the closing date, and that the mortgage and other lien payoffs will be for less than the sales price.
- E. SELLER warrants and represents to BUYER that they are not aware of any litigation pending or threatened regarding the property, either by a Tenant or anyone else. This paragraph shall survive the delivery of the Deed.

11. SELLER shall have thirty (30) additional days from the date set forth in Paragraph 6 for delivery of the deed within which to use reasonable efforts to remove any defects in title or to deliver possession, as provided in this Agreement, ONLY if BUYER's mortgage lender similarly is willing to extend BUYER's loan commitment under the same or more favorable terms and conditions as exist in BUYER's original loan commitment; provided, however, that SELLER shall have at least such additional time to remove any defects in title or to deliver possession as provided in this Agreement as would be available under BUYER's original loan commitment. If BUYER's mortgage lender is unwilling to so extend BUYER's loan commitment, at the BUYER's sole discretion, this Agreement shall become null and void and without recourse to the parties hereto, and all deposits hereunder and the accrued interest thereon shall be returned to the BUYER forthwith.

12. The SELLER and the BUYER each represent to the other that they have not dealt with any real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any real estate broker except the Brokers set forth herein. The SELLER and BUYER agree to indemnify and hold the other harmless from any loss, damage, cost (including without limitation, attorneys' fees) or liability which either party may incur as a consequence of any claims for a commission or fee arising from this transaction asserted against either party by any broker, other than the broker named herein, with whom either party has dealt. This paragraph shall survive delivery of the deed.

13. By executing this Agreement, the BUYER and the SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant extensions for any paragraphs in this Agreement, and the SELLER and the BUYER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.

SELLER

PULLMAN STREET I LLC

By: 
Michael J. O'Hara, Manager

*Real Estate Client File
Lot 1R-1 Pullman Street, Worcester
Buyer Rider*

BUYER

PRIME WELLNESS CENTERS, INC.



SITING PROFILE – ATTACHMENTS

1. Section B, Evidence of Interest in Property – Dispensary (Worcester)
2. Section B, Evidence of Interest in Property – Cultivation and Processing (Sterling)
3. Section C, Letter of Non-Opposition – Edward M. Augustus, Jr., Manager, City of Worcester
4. Section C, Letter of Support – Robert Cutler, Chairman, Town of Sterling Board of Selectmen



January 12, 2016

Mr. Jim Glickman
NAI Glickman Kovago & Jacobs
47 Harvard Street
Worcester, MA 01609

Re: Proposed Lease Agreement ("Proposed Lease") covering certain premises located at 32 Chocksett Road, Sterling, MA ("Premises") to be entered into between Prime Wellness Centers, Inc. ("Tenant") and Lawrence S. Martin and Robert S. Adler, Trustees of Cycles 2003 Realty Trust ("Landlord").

Dear Jim,

When signed by each of Landlord and Tenant, this letter shall constitute a non-binding letter of intent ("Letter of Intent") setting forth the preliminary understandings between Landlord and Tenant with respect to the business terms of the Proposed Lease. Neither party shall be bound to this agreement until and unless a mutually agreeable lease document is executed by both parties. The business terms of the Proposed Lease are as follows:

1. Premises: Approximately 37,000 of rentable area with a legal street address of 32 Chocksett Road, Sterling, MA.
2. Possession Date: The Possession Date is the date Landlord delivers possession of the Premises to Tenant free of all other occupants' rights thereto and in the condition required under the Proposed Lease. Tenant acknowledges that Landlord must provide the current Tenant, SMC LTD, with a full ninety (90) day written notice of termination of its Lease. The Possession Date shall be the 1st day following the full ninety (90) day termination period which begins the 1st day of the month following Landlord's written notice to SMC LTD. Under no circumstance will Landlord be obligated to notify SMC LTD of lease termination until a lease with Tenant has been fully executed, security deposit provided and evidence of Tenant's acquisition of all necessary permits and approvals have been received from the State and Local government and written notice of same has been delivered by the Tenant to the Landlord.
3. Contingency Period: Tenant shall have a period of time from execution of this LOI until April 30, 2016 to acquire all licenses and approvals to operate a Registered Marijuana Cultivation Facility from the Commonwealth of Massachusetts and Town of Sterling. The Tenant shall be responsible for providing written notice to the Landlord stating that all licenses, permits and approvals required to operate a Registered Marijuana Cultivation Facility have been acquired by the Tenant. The notice shall include a request to the Landlord to terminate the SMC LTD lease. The ninety day lease termination time period shall commence on the first day of the month following the Landlord's receipt of the Tenant's notice. The Tenant's notice must be delivered to Landlord a minimum of three (3) business days prior to month's end.

- 4. Commencement Date: Upon lease execution, expected to be no later than February 1, 2016, Tenant shall provide Landlord with a \$15,000 non-refundable deposit. Tenant shall have reasonable access to the premises for design/architectural work before commencement date.
- 5. Lease Term: The initial lease term shall be for a period of 86 full months, commencing on the Possession Date (as defined above) and expiring on the 86th month thereafter. Upon expiration of the initial lease term, lease may be extended under terms both parties agree to.
- 6. Lease Extensions: Tenant will have two (2) five-year extension options, assuming Tenant is not in default and provides Landlord written notice at least 365 days prior to expiration of the then-current term.
- 7. Annual Base Rent: annual base rent during the lease term shall be:

Months 1 – 2: There shall be no base rent due during this time period. Tenant shall pay all real estate taxes, operating expenses and utility costs, and any other additional rent during this period, as further defined in the lease document.

Months 3 – 14: \$6.50 Per Square Foot, Triple Net. The Parties agree that it is the intention that this lease be absolute net, with no expenses incurred by the Landlord in the operation of the Premises. Capital Improvements and replacements shall be amortized over its useful life and billed to Tenant on an annual basis.

For each 12 month period thereafter, the rent shall increase by two percent (2%) over the previous 12 month period (ie, the rent for months 15 – 26 shall be \$6.63 per square foot, triple net.

First Option Term (Option 1): The Previous 12 month period plus three percent, repeated for each 12 month segment of the Option Term.

Second Option Term (Option 2): The Previous 12 month period plus three percent, repeated for each 12 month segment of the Option Term.

- 8. Option to Buy: Landlord will provide Tenant with a one-time option to purchase the Premises at the completion of the 26th month of the Term. The purchase price shall be \$2,500,000. The Tenant shall provide the Landlord

with a ninety day notice of its intent to purchase the premises.

9. Utilities: Tenant will pay for all utilities serving the Premises during the lease term.
10. Real Estate Taxes: Tenant will pay all real estate taxes assessed against the Premises during the lease term.
11. Insurance: Tenant will insure the Premises with landlord approval of the policy which shall not be unreasonably withheld at the property's full replacement value against all fire and other casualties during the lease term. Tenant will provide general liability insurance, listing Landlord as additional insured, of \$2,000,000, during the lease term.
12. Maintenance: Tenant will maintain the interior and exterior of the Premises, including but not limited to the heating, ventilation and air conditioning systems (collectively, "HVAC Systems"), the plumbing and electrical systems, parking lot and all common areas of the Premises. Landlord will deliver all systems in good working condition as of lease commencement.
13. Improvements: Landlord will deliver the Premises to Tenant in the following condition:

"AS IS" with all mechanicals and utilities in good working condition

Landlord will permit the Tenant to undertake improvements as planned and necessary to operate a Medical Marijuana Cultivation facility, which will be detailed in the Proposed Lease. Tenant will provide notification of all additional future planned improvements. Tenant retains ownership of all trade fixtures. Landlord reserves the right, at lease expiration, at landlord's sole discretion, to mandate that Tenant remove some or all of Tenant's improvements from the Premises.

Tenant will complete a building inspection within fourteen (14) days of the execution of this LOI to satisfy itself with the physical plant of the building. The sale of the building will be conditioned solely on Landlord's ability to deliver clear title to the Property.

14. Permitted Use: Cultivation, processing, storage and packaging of cannabis, and any other cannabis related activities as permitted by local and state law. This use is subject to Tenant obtaining all licenses and permits required under state and local law, and subject to Tenant's continuing compliance with all applicable state and local laws. Tenant shall not permit its employees, customers, guests or invitees to smoke cannabis or loiter anywhere on the Property including either inside or outside the Premises. Tenant may, from time to time, hold educational classes and events on the Premises.
15. Assignment and Subletting: Tenant shall have right to sublet the Premises to another Tenant, subject to Landlord's approval, which shall not be unreasonably withheld. Tenant shall have the right to assign the lease to affiliated or acquiring entities, subject to Landlord approval, which shall not

be unreasonably withheld. The foregoing notwithstanding, the entity to which the lease is being assigned must show at least the same net income and possess at least the same balance sheet as Tenant.

16. **Signage:** Tenant will have the right to place its exterior signs on the Premises subject to Landlord's approval, which shall not be unreasonably withheld. Signage will adhere to all applicable local and state regulations.
17. **Subordination and Non-Disturbance:** If there are any liens/mortgages/deeds of trust filed against the Premises, then on or before the execution date of the Proposed Lease, Landlord will use best efforts with any such lienholders to provide Tenant with a Subordination, Non-Disturbance and Attornment Agreement in form and substance reasonably satisfactory to Tenant and the lienholders.
18. **Additional Information:** Landlord shall prepare the Proposed Lease.
19. **License Approvals:** Tenant shall give Landlord notice within two (2) business days of Tenant's receipt of all necessary permits, licenses and approvals to operate medical marijuana cultivation facility. Tenant will have the right to terminate the Lease on or before April 30, 2016 if Tenant does not receive a license to operate from the Massachusetts Department of Health (DPH). Such right may be exercised by Tenant effective immediately upon written notice to Landlord.
20. **Notices:** Notwithstanding any other provision of this Agreement, in the event that Landlord receives any notice or notices from any agency or representative of any government threatening any criminal or civil action against Landlord or the Property as a result of Tenant's use of the Premises, Landlord shall immediately forward the notices to Tenant. Tenant shall respond to any such notices within ten (10) business days of receipt, and shall deliver to Landlord copies of any such responses concurrently with Tenant's delivery of such response to the applicable government agency or representative. Tenant shall have the right, although not the obligation, to defend against such actions in order to preserve its ability to continue its use of the Premises. Landlord shall not have the right, based on receipt of such Notices, to cancel the lease. If Tenant chooses to defend against such actions, it shall do so at its own expense. Landlord shall make reasonable efforts to assist Tenant in complying in a timely manner with requests from relevant government entities.
21. **Governing Law:** The applicable laws in the Commonwealth of Massachusetts will govern the lease for this transaction.
22. **Security Deposit:** Tenant shall deliver to Landlord a refundable security deposit of \$15,000 upon execution of this LOI. This deposit becomes non-refundable upon Lease Execution but applicable toward a security deposit during the term of the lease. Upon the expiration of the contingency period, Tenant shall deliver to Landlord an additional security deposit of \$85,000 for a total deposit of \$100,000.
23. Landlord and Tenant acknowledge and agree that no other brokers have been

Involved in the procurement and negotiation of this transaction other than Kelleher & Sadowsky (Landlord's Agent) and NAI Glickman Kovago & Jacobs (Tenant's Agent). The Brokers shall be paid a fee by Landlord, due in full at the expiration of the Contingency Period but only in the event Tenant moves forward with the proposed lease.

- 24. **Exclusivity:** Tenant warrants and represents to Landlord that upon execution of this LOI, it shall cease any and all negotiations to lease, purchase or otherwise control any other property for a medical marijuana cultivation facility within the Commonwealth of Massachusetts. This provision is intended to obligate the tenant to negotiate exclusively and in good faith with Landlord. Once Tenant has secured its permits for a cultivation facility at the Property, this provision shall expire and Tenant will have the explicit right to negotiate to lease, purchase and/or control other properties in the Commonwealth for medical marijuana cultivation as Tenant deems appropriate and necessary.

The parties hereto understand and expressly acknowledge that there remain essential elements of the Proposed Lease yet to be negotiated and agreed upon. It is the express mutual intention of the parties hereto that this Letter of Intent shall not give rise to any legally binding contractual obligations between the parties hereto. Instead, this Letter of Intent only expresses the intention of the parties hereto to conduct negotiations which may or may not result in the formation and consummation of a binding lease agreement; provided, however, the parties are not legally bound to negotiate in good faith. The parties hereto also agree that any expenses incurred in anticipation of entering a binding lease agreement shall be borne exclusively by the party making such expenditures unless otherwise provided.

Sincerely,

Donald J. Mancini, SIOR, CCIM

Tenant:
Prime Wellness Centers, Inc. 


Landlord:
Cycles 2003 Realty, Trust

Agreed and accepted by:  Date: 4/13/16
Lawrence S. Martin, Trustee

Robert S. Adler, Trustee _____ Date: _____

(Client Files/40133/0001/01925232.DOC)

#2 of 3



Edward M. Augustus, Jr.
City Manager

CITY OF WORCESTER

March 28, 2016

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

To Whom It May Concern:

I, Edward M. Augustus, Jr., do hereby provide non-opposition to Prime Wellness Centers, Inc. to operate a Registered Marijuana Dispensary (RMD) in Worcester, 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.

Edward M. Augustus, Jr.
City Manager, Worcester

Name and Title of Individual

Edward M. Augustus, Jr.
Signature

3-28-16

Date

Date



OFFICE OF THE CITY MANAGER, CITY HALL, WORCESTER, MA 01608
TELEPHONE (508) 799-1175 | FAX (508) 799-1208
EMAIL: citymanager@worcesterma.gov





Town of Sterling

Board of Selectmen

Robert Cutler, Chair
John Kilcoyne, Vice Chair
Maureen Cranson, Clerk

September 10, 2015

The Sterling Board of Selectmen does hereby provide support to Prime Wellness to operate a Registered Marijuana Growing Facility in Sterling, Massachusetts. I have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting held on September 9, 2015.

The Board of Selectmen has verified with the appropriate local officials that the proposed Growing Facility is located in a zoned district that allows such use by right or pursuant to local permitting.

Robert Cutler, Chairman of the Board of Selectmen

Robert Cutler

Signature

Sept 10, 2015

Date