



The Commonwealth of Massachusetts

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

SITING PROFILE:

**Request 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).

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

SEP 19 2016

RECEIVED

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 must receive a Provisional Certificate of Registration from the Department within 1 year of the date of the invitation letter from the Department to submit a *Siting Profile*. If the applicant does not meet this deadline, the application will be considered to have expired. Should the applicant wish to proceed with obtaining a Certificate of Registration, a new application must be submitted, beginning with an *Applicant of Intent*, together with the associated 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 [REDACTED]

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)

SECTION A: APPLICANT INFORMATION

1. Prime Wellness Centers, Inc.
Legal name of Corporation
2. [REDACTED]
Name of Corporation's Chief Executive Officer
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 [REDACTED] ant,
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	Lot 1 -Locke Drive Leominster, MA 01453	Worcester
2	Cultivation	32 Chocksett Rd Sterling, MA 01564	Worcester
3	Processing	32 Chocksett Rd 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] ant,
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. The letter must be dated on or after the date that the applicant's Application of Intent was received by the Department.

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 [redacted] nt, is accurate and complete, as indicated by the initials of the authorized signatory he [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 Leominster and a cultivation/processing facility in Sterling. The Locke Drive property in Leominster was approved by the City and is an acceptable zone for a dispensary. The property complies with City regulations and includes proper barriers and set backs per applicable state siting regulations. No conflict exists with children congregating near the dispensary. A letter of non-opposition from the City Council is attached. PWC met with City committees and officials 9 times in the last 6 months. Site plan has been approved. The 32 Chocksett Rd property in Sterling is zoned commercial with appropriate citing by all town departments and is an acceptable zone for a cultivation/processing facility to be located within the town. A letter of full support from the Board of Selectmen is attached. PWC met with building, zoning, lighting, health, fire and police chiefs for approval. All parking and property requirements set by the town of Sterling have been met. The Leominster dispensary is within 3 miles of the Sterling site with direct and accessible routes between locations. 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 [REDACTED], 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: 01/01/2017

	FIRST FULL FISCAL YEAR PROJECTIONS 20¹⁷	SECOND FULL FISCAL YEAR PROJECTIONS 20¹⁸	THIRD FULL FISCAL YEAR PROJECTIONS 20¹⁹
Projected Revenue	\$ 832,830.00	\$ 2,011,796.00	\$ 3,423,264.00
Projected Expenses	\$ 1,010,000.00	\$ 1,940,500.00	\$ 3,070,000.00
VARIANCE:	\$ -177,170.00	\$ 71,296.00	\$ 353,264.00
Number of unique patients for the year	410	825	1205
Number of patient visits for the year	4920	9900	14460
Projected % of patient growth rate annually	---	101%	46%
Estimated purchased ounces per visit	.5	.6	.7
Estimated cost per ounce	338	338	338
Total FTEs in staffing	12	17	26
Total marijuana for medical use inventory for the year (in lbs.)	170	390	660
Total marijuana for medical use sold for the year (in lbs)	154	372	633
Total marijuana for medical use left for roll over (in lbs.)	16	18	27

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

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 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.

08/10/2016

Date Signed

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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

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.

08/10/2016
Date Signed

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.

08/10/2016
Date Signed

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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

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.



08/10/2016
Date Signed

Print Name of Authorized Signatory

Chief Executive Officer

Title of Authorized Signatory

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



SITING PROFILE – ATTACHMENTS

1. Section B, Evidence of Interest in Property – Dispensary (Leominster)
2. Section B, Evidence of Interest in Property – Cultivation and Processing (Sterling)
3. Section C, Letter of Non-Opposition – Lynn A. Bouchard, Manager, Clerk of the City Council, Leominster
4. Section C, Letter of Support – Robert Cutler, Chairman, Town of Sterling Board of Selectmen

STANDARD FORM COMMERCIAL LEASE

1. PARTIES

LESSOR, which expression shall include Margot Xarras heirs, successors and assigns where the context so admits, does hereby lease to

LESSEE, which expression shall include Prime Wellness ^{CENTERS} of ~~Massachusetts~~ INC successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES

(fill in and include, if applicable, suite number, floor number, and square feet).



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 5 years (with 3 consecutive 5 year lease options) commencing on TBD and ending on TBD - Lease is contingent upon licensing and the obtaining of a special permit for operation.

4. RENT

The LESSEE shall pay to the LESSOR rent at the rate of Twelve Dollars per sq foot (\$12 sq ft) per year, payable in advance in monthly installments of TBD.

5. SECURITY DEPOSIT

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of one month's rent, 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 subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT

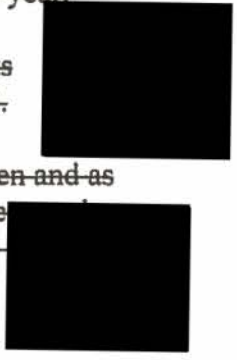
If in any tax year commencing with the fiscal year _____, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year _____ (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, _____ percent of such excess 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.

A. TAX ESCALATION

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.

B. OPERATING COST ESCALATION)

The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, _____% percent of any increase in operating expenses over those incurred during the calendar year _____ Operating expenses are defined for the purpose of this agreement as:



~~This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.~~

C. CONSUMER PRICE ESCALATION

~~(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1967=100)" (Hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of _____, 20____ (hereinafter called the "Base Price Index"), the Basic Rent shall be adjusted in accordance with sub-paragraph (2) of this Article.~~

~~(2) Commencing as of the first anniversary of the Term Commencement Date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the Basic Rent calculated by multiplying the Basic Rent set forth in Article 4 of the lease by a fraction, the numerator of which shall be the Price Index for the month of _____ 20____, and the denominator of which (for each such fraction) shall be the Base Price Index: PROVIDED, HOWEVER, no Adjustment shall reduce the Basic Rent as previously payable in accordance with this Article or in Article 4 of this lease.~~

~~(3) In the event the Price Index ceases to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.~~

7. UTILITIES

*delete "air conditioning"
If not applicable

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 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 only for the purpose of **Medical Marijuana/Cannabis Dispensary**

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 of any municipal by-law or ordinance in force in the city or town in which the premises are situated.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE

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.

A. LESSEE'S OBLIGATIONS

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 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 forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT SUBLEASING

The LESSEE 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 letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSOR 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 ~~\$250,000.00~~ 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.

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 BANK- RUPTCY

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 for creditors.

then the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 12% 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 at the agreed mailing address.

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE

~~The Broker(s) name herein warrant(s) that he (they) is (are) licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.~~

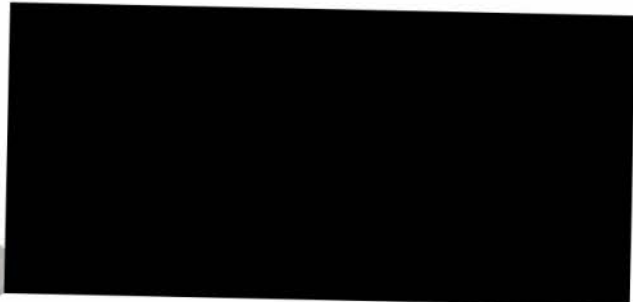
~~LESSOR agrees to pay the above named Broker upon the term commencement date a fee for professional services of or pursuant to Broker's attached commission schedule.~~


get

23. OTHER PROVISIONS

It is understood and agreed that:

UPON WITNESS WHEREOF, the said parties hereunto set their hands and seals this 8TH day of JUNE, 2016.





Margot Xavras

LESSOR

AMENDMENT TO STANDARD FORM COMMERCIAL LEASE

This Amendment to Standard Form Commercial Lease ("Amendment") is made and entered into this 14th day of September, 2016 ("Effective Date") by and between Margot Xarras ("LESSOR") and Prime Wellness Centers, Inc. ("LESSEE").

WHEREAS, the LESSOR and the LESSEE entered into a Standard Form Commercial Lease for the premise located at Lot 1 Locke Drive, Leominster, MA 01453, dated June 8, 2016 (the "Commercial Lease"); and

WHEREAS, the LESSOR and the LESSEE now desire to amend certain terms of the Commercial Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

- 1. The Commercial Lease is hereby amended by adding the following language at the end of Section 19: Default and Bankruptcy:

"Notwithstanding any provision of this lease to the contrary, LESSOR hereby agrees that its rights and remedies following an event of default or bankruptcy described in this Section shall not include the seizure of assets protected by the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012. LESSOR shall not be entitled to a remedy that provides to the LESSOR inventory of the LESSEE that contains any amount of marijuana, in any form, whether flower or infused product, and LESSOR hereby forfeits any such remedy. In addition, LESSOR hereby understands and agrees that a Certificate of Registration, whether provisional or final, is non-transferrable, and may not be assigned or transferred without prior approval of the Massachusetts Department of Public Health. LESSOR agrees that LESSEE's Certificate of Registration, held now or in the future, is not an asset that may be seized by LESSOR or available as a remedy for LESSEE's default under this lease, and LESSOR hereby expressly waives any such remedy."

- 2. All remaining provisions of the Commercial Lease shall remain in full force and effect and to the extent that they conflict, then this Amendment shall be the controlling document.
- 3. This Amendment may be executed in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives as of the Effective Date first written above.

Prime Wellness Centers, Inc.



Margot Xarras

Signature: _____

Kelleher & Sadowsky

ASSOCIATES, INC.

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



Agreed and accepted by: _____ Date: _____

Landlord:
Cycles 2003 Realty, Trust

Agreed and accepted by: _____ Date: _____

Lawrence S. Martin, Trustee

_____ Date: _____

Robert S. Adler, Trustee

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.

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Sincerely,

Donald J. Mancini, SIOR, CCIM

Tenant:

Landlord:
Cycles 2003 Realty, Trust

Agreed and accepted by: Date: 4/13/14
Lawrence S. Martin, Trustee

Robert S. Adler, Trustee _____ Date: _____

{Client Files/40135/0001/01923232.DOC}



Lynn A. Bouchard
CITY CLERK

OFFICE OF THE CITY CLERK

25 WEST STREET
LEOMINSTER, MASSACHUSETTS 01453

#313

TEL: 978-534-7536
FAX: 978-534-7546

September 13, 2016

The Leominster City Council does hereby provide non opposition to Prime Wellness Centers, Inc. to operate a Registered Medical Marijuana Dispensary in the City of Leominster. I have been authorized to provide this letter on behalf of the Leominster City Council by a vote taken at a duly noticed meeting held on September 12, 2016.

The Leominster City Council has verified with the appropriate local officials that the proposed Registered Marijuana Dispensary is located in a zoning district that allows such use by right or pursuant to local permitting.

Lynn A. Bouchard, City Clerk and
Clerk of the City Council

JPG



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