

Cannatech Medicinals Inc.

BY FEDEX

April 5, 2018

Monica Bharel, M.D., Commissioner
Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

RE: Response to Invitation to Submit a Siting Profile (Application 2 of 3)

Dear Commissioner Bharel:

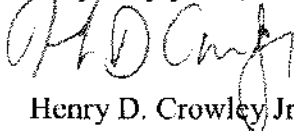
I write in response to the letter of Eric Sheehan, J.D. to Cannatech Medicinals Inc., dated December 20, 2018 and titled Invitation to Submit Siting Profile

Attached please find the following documents:

1. Letter of Eric Sheehan to Cannatech Medicinals Inc., dated 10/20/2018
2. Fully executed Siting Profile (Application 2 of 3)
3. Evidence of interest in property (Section B attachment)
4. Letter of non-opposition (Section C attachment)

Please contact me should you have any questions.

Very truly yours,



Henry D. Crowley Jr

cc: Jason Gully, COO



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHARFI, MD, MPH
Commissioner

Tel: 617-660-5370
www.mass.gov/medicalmarijuana

December 20, 2017

Mr. Jason Gully
Cannatech Medicinals, Inc.
1100 Innovation Way
Fall River, MA 02720

Re: Invitation to Submit *Siting Profile*

Dear Mr. Gully,

Cannatech Medicinals, Inc. is invited to submit a *Siting Profile* (Application 2 of 3) to the Department of Public Health ("Department"). Please note that in order to proceed, the applicant must receive a Provisional Certificate of Registration from the Department by December 20, 2018, which is one year from the date of this invitation. Please submit the *Siting Profile* so as to allow the Department sufficient time to review it, the applicant time to respond to any additional or revised information required, and the Department time to review any additional or revised information submitted.

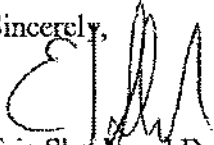
Please note that the background checks into any individuals or entities identified to the Department are ongoing. Any identified background check issues must be resolved prior to obtaining a Provisional Certificate of Registration.

The *Siting Profile* must be submitted by U.S. mail or hand delivered to:

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

Please follow all directions posted on the Medical Use of Marijuana Program website when completing the application forms. Please remember to type all responses in the application forms. You may direct any questions regarding the application process to RMDapplication@state.ma.us or 617-660-5370.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Sheehan', written over the word 'Sincerely,'.

Eric Sheehan, J.D.

Bureau Director

Bureau of Health Care Safety and Quality

Massachusetts Department of Public Health



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Lieutenant Governor

The Commonwealth of Massachusetts

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Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370

www.mass.gov/medicalmarijuana

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 or domestic business 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 ("Department") to submit a *Siting Profile* ("applicant").

If invited by the Department to submit more than one *Siting Profile*, the applicant 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 labeled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided on 8 ½" x 11" paper, 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 or updates to the submitted application materials are needed. The Department will notify the applicant whether it has 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, as well as materials posted on the Medical Use of Marijuana Program website: www.mass.gov/medicalmarijuana.

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.

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: UDC

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).

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
- Evidence of interest in property, by location (as outlined in Section B)
- Letter(s) of 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: JPC

SECTION A: APPLICANT INFORMATION

1. Cannatech Medicinals, Inc.
Legal name of Applicant Corporation

2. 1100 Innovation Way, PO Box 9639, Fall River, MA 02720
Mailing address of Applicant Corporation (Street, City/Town, Zip Code)

3. Dr. Henry D. Crowley, Jr.
Applicant Corporation's point of contact (name of person Department should contact regarding this application)

4. (508) 801-0315
Point of contact's telephone number

5. Gggcrowley@aol.com
Point of contact's e-mail address

6. Number of applications: How many *Siting Profiles* does the applicant 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: UPC

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	220 O'Neil Boulevard, Attleboro, MA 02703	Bristol
2	Cultivation	1100 Innovation Way, PO Box 9639, Fall River, MA 02720	Bristol
3	Processing	1100 Innovation Way, PO Box 9639, Fall River, MA 02720	Bristol

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

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

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 applicant corporation]* 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 applicant corporation]* to operate a Registered Marijuana Dispensary ("RMD") 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

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SECTION D: LOCAL COMPLIANCE

Describe how the applicant 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.

Cannatech Medicinals, Inc. (CMI) met with the Attleboro Director of Planning and determined that the property located at 220 O'Neil Boulevard lies within an Industrial Zone. Attleboro's Zoning Ordinance, Sec. 17-10.15 permits registered marijuana dispensaries by Special Permit from the Munciple Counsel within the Industrial Zone. Sec 17-10.15 requires that a marijuana dispensary be located more than 100 feet from any residential zoning district, more than 1,000 feet from another RMD, any adult entertainment use, and any public or private school, more than 500 feet from a registered daycare center, any family daycare home or group daycare home, any public park, recreational area, or facility in which children commonly congregate. CMI will diligently pursue a Special Permit and complete a Site Plan Review in accordance with Sec. 17-10.15. CMI will work with the City Planner, Police Chief, Fire Chief and Public Works Department to ensure compliance with all applicable codes, ordinances, and bylaws. Dr. Crowley will assure that CMI maintains such compliance. Furthermore, CMI will retain legal counsel and an engineering firm to assure that CMI continues to be in compliance in the future.

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: HC

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: 01/01/2018

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS	SECOND FULL FISCAL YEAR PROJECTIONS	THIRD FULL FISCAL YEAR PROJECTIONS
	<u>2018</u>	<u>2019</u>	<u>2020</u>
Projected Revenue	\$ 0.00	\$ 3,276,000.00	\$ 6,552,000.00
Projected Expenses	\$ 1,200,000.00	\$ 2,134,000.00	\$ 3,654,000.00
VARIANCE:	-\$ 1,200,000.00	\$ 1,142,000.00	\$ 2,898,000.00
Number of unique patients for the year	0	750	1,500
Number of patient visits for the year	0	39,000	78,000
Projected % of patient growth rate annually	---	50.0	100.0
Estimated purchased ounces per visit	0.00	0.25	0.25
Estimated cost per ounce	\$ 0.00	\$ 336.00	\$ 336.00
Total FTEs in staffing	5	15	15
Total marijuana for medical use inventory for the year (in lbs.)	0	1000	2375
Total marijuana for medical use sold for the year (in lbs.)	0	625	1250
Total marijuana for medical use left for roll over (in lbs.)	0	375	1125

Projected date the RMD plans to open: 01/01/2019

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**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(B)(3)(m) and 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, 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.


Signature of Authorized Signatory

Dr. Henry D. Crowley, Jr.
Print Name of Authorized Signatory

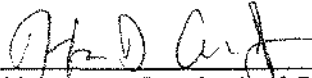
President
Title of Authorized Signatory

3/21/2018
Date Signed

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ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant, 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.


Signature of Authorized Signatory

3/21/2018
Date Signed

Dr. Henry D. Crowley, Jr.
Print Name of Authorized Signatory

President
Title of Authorized Signatory

I, the authorized signatory for the applicant, hereby attest that the applicant 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*.


Signature of Authorized Signatory

3/21/2018
Date Signed

Dr. Henry D. Crowley, Jr.
Print Name of Authorized Signatory

President
Title of Authorized Signatory

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HDC

I, the authorized signatory for the applicant, hereby attest that if the corporation is approved for a provisional certificate of registration, the applicant 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.

Henry D. Crowley, Jr.
Signature of Authorized Signatory

3/21/2018
Date Signed

Dr. Henry D. Crowley, Jr.
Print Name of Authorized Signatory

President
Title of Authorized Signatory

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SITING PROFILE 2 OF 3 – CANNATECH MEDICINALS, INC.

SECTION B: EVIDENCE OF INTEREST IN PROPERTY

IMT, LLC
100 North Street, Suite 405
Pittsfield, MA 01201

March 29, 2018

Henry D. Crowley, Jr., D.O.
Cannatech Medicinals, Inc.
1100 Innovation Way, PO Box 9639
Fall River MA 02720

RE: Commercial Assignment and Sublease
220 O'Neil Boulevard, Attleboro MA 02703

Dear Dr. Crowley:

This letter shall constitute a Commercial Assignment and Sublease from IMT LLC ("IMT" or "Assignor") in favor Cannatech Medicinals Inc., a Massachusetts not-for-profit corporation ("Cannatech" or "Assignee") with respect to real property located at 220 O'Neil Boulevard, Attleboro MA 02703, and as further described upon a deed recorded on February 2, 2018 at the Northern Bristol Registry of Deeds at Book 24272 Page 82 ("Premises"). Please sign this letter in the space indicated below to indicate your acceptance of the terms and conditions stated herein.

1. Recitals.

Whereas, on or about March 1, 2018, Fall River Development Company LLC ("FRDC"), a Massachusetts limited liability company ("FRDC") and IMT entered into a Commercial Lease ("FRDC – IMT Lease") relative to the Premises, a copy of which is attached hereto as Exhibit A;

Whereas, Section 2.3 of the FRDC-IMT Lease permits IMT to assign and sublease the Premises;

Whereas, IMT seeks to assign and sublease, and Cannatech seeks to accept such assignment and sublease, as set forth in this Commercial Assignment and Sublease ("Commercial Sublease");

Whereas, upon Cannatech's receipt of a Final Certificate of Registration from the Massachusetts Department of Public Health or its successor, IMT and Cannatech will execute a management agreement through which Cannatech will retain IMT to provide certain services, including application support, real estate acquisition, site design, construction management and other services including, but not limited to, providing physical locations suitable for RMD dispensary and cultivation use;

Whereas, the parties understand and acknowledge that IMT has incurred, and will continue to incur, substantial costs and risks associated with Cannatech's establishment and operation of an RMD;

Whereas, Cannatech intends to operate its RMD at the Premises, which the parties agree shall include a newly refurbished building designed to meet Cannatech's specifications, including state-of-the-art equipment, fixtures and other characteristics, all of which will be designed, constructed and managed by in compliance with 105 CMR 725.000 et seq.;

Whereas, through the FRDC-IMT Commercial Lease, IMT has secured the Premises, and has assured that the Premises is suitable for establishing and operating the RMD contemplated by Cannatech;

Therefore, the parties hereby execute this Commercial Sublease in order to express the terms and conditions upon which Cannatech will lease the Premises from IMT.

Upon full execution by the parties, this Commercial Sublease shall constitute evidence of Assignee's interest in the Premises. Furthermore, upon full execution by the parties, this Commercial Sublease shall constitute a legally enforceable agreement under which Cannatech shall occupy the Premises on conditions not inconsistent with the regulations and guidances issued from time to time by the Massachusetts Department of Public Health ("DPH").

The parties intend that this Commercial Sublease be submitted to DPH in connection with the application of Cannatech to establish and operate a licensed marijuana facility pursuant to 105 CMR 725.000 et seq. The parties intend and anticipate that the Premises will be devoted to said use and purpose.

2. Operative Dates.

Commencement Date: May 1, 2018

Assignment Date: May 1, 2018

Rent Commencement Date: March 15, 2018 or the date on which Assignee takes possession of the Premises, whichever is later.

3. Parties.

Assignor: IMT, LLC
100 North Street, Suite 405
Pittsfield, MA 01201

Assignee: Cannatech Medicinals Inc.
1100 Innovation Way, PO Box 9639
Fall River MA 02720

4. Terms and Conditions.

Description: 220 O'Neil Boulevard, Attelboro, Massachusetts, as more specifically described on a deed recorded on February 2, 2018 at the Northern Bristol Registry of Deeds at Book 24272 Page 82 .

Initial Term: Ten (10) years

Extensions: Two additional period of five (5) years each, exercisable by Assignee upon ninety (90) days advance written notice

Permitted Use: Licensed Marijuana Dispensary and Retail Facility

Rent: \$150,000.00 annually, or \$12,500.00 payable on the first day of each month.

Escalator Three percent (3.0%) per year

Pro Rata Provision: If for any reason the Rent Commencement date is other than the first day of a calendar month, Assignee shall pay Rent as set forth herein for the fractional month on a per diem basis calculated on the basis of a thirty-day month until the first day of the next succeeding calendar month.

Operating Costs and Fit-out: Assignee shall pay all operating costs and fit-out associated with the Premises. Such operating costs and fit-out shall include the following: (i) costs associated with delivery of water and sewer service; (ii) real estate taxes as assessed; (iii) heating, ventilation and air conditioning systems for any and all buildings; (iv) plumbing and electrical maintenance; (v) property management and maintenance; (vi) acquisition and installation of fixtures, furnishing and equipment; and (vii) electricity, gas service and/or other utilities as necessary and as required by Assignee. Assignee's obligation to pay operating costs and fit-out shall arise upon Assignee taking possession of the Premises, and upon Assignor's providing one or more invoices reflecting such work.

Assignor's Maintenance Costs: None.

Security: As required by 105 CMR 725.110, Assignee shall be responsible for security at the Premises.

Declaration Regarding Access: Any entry or access to the Premises shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area.

Declaration Regarding Assignor's Remedies: Notwithstanding any provision of this Commercial Sublease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Assignor to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Assignor hereby agrees and acknowledges that any such marijuana located on the

Premises shall be controlled in accordance with 105 CMR 725.000 et seq., and if provided by law, under the supervision of DPH.

Assignor's Obligation: Assignor shall support Assignee in connection with applications for municipal and state permitting and licensing.

Required Insurance: \$1,000,000.00 general liability per occurrence, annually
\$2,000,000.00 general liability in the aggregate, annually

As required by 105 CMR 725.105(Q), and in a manner consistent with the FRDC-IMT Lease.

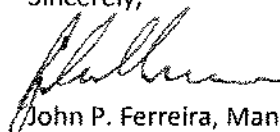
Controlling Law This Commercial Sublease shall be governed by and construed in accordance with Massachusetts law without giving effect to rules governing conflict of laws.

Successors and Assigns This Commercial Sublease shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns. This Commercial Sublease may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto. Furthermore, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Commercial Sublease.

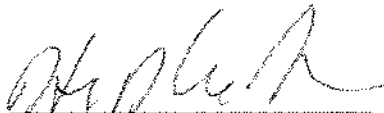
Nature of the Commitment: This Commercial Sublease is binding between the parties, who agree to execute any such other and further documents required to implement the terms and conditions stated herein.

Please indicate your agreement by signing below. I look forward to working with you.

Sincerely,


John P. Ferreira, Manager

Cannatech Medicinals, Inc.



By: Henry D. Crowley, President

Date: 3 / 21 / 2018

COMMERCIAL LEASE

THIS LEASE made as of this 29th day of March 2018 ("Execution Date") by and between **Fall River Development Company LLC**, a Massachusetts limited liability company with a principal place of business at 71 Fall River Avenue, Rehoboth MA 02769 ("Landlord") and **IMT LLC**, a Massachusetts limited liability company having a principal place of business at 100 North Street, Suite 405, Pittsfield, MA 01201 ("Tenant").

ARTICLE I

Section 1.1. Premises. Subject to the provisions of this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord the following described premises, 5,000 square feet of basic rentable area located in a building at 220 O'Neil Boulevard, Attleboro, Massachusetts 02703 and .95 acres +/- of land at the same address, and all of which is described with particularity on a deed recorded on February 2, 2018 at the Northern Bristol Registry of Deeds at Book 24272 Page 82 ("Premises"). The Premises shall include parking areas, walkways, grounds and driveways, and any other means of entry or egress.

Section 1.2. Use. Landlord and Tenant hereby acknowledge and affirm that the Tenant or its Assignee (as described in Section 2.3 below) intends to use the Premises for the retail sale of cannabis products, including any and all uses ancillary thereto, including but not limited to storage, maintenance, packaging, counseling, dispensing and any other cannabis-related activity permitted by local ordinance or Massachusetts law. Such use is and shall be subject to Tenant and any affiliated applicant obtaining all licenses and permits required under state law and regulation, and local ordinance, and subject to continuing compliance therewith. Tenant shall not permit their employees, patients, customers, guests or invitees to consume or smoke cannabis or loiter anywhere on the Premises including either inside or outside. Tenant or its Assignee may from time to time conduct counseling sessions or educational events at the Premises.

Section 1.3. Condition. The Landlord shall deliver the Premises to Tenant vacant and in "broom-clean" condition, and free of waste, rubbish, equipment and furnishings.

ARTICLE II

Section 2.1. Term. The term of this Lease shall be for a period of ten (10) years commencing on the Lease Commencement Date as defined herein, except if terminated pursuant to the provisions of this Lease ("Term"). The Lease Commencement Date of the Term shall be March 1, 2018.

Section 2.2. Extension Rights. Provided that the Tenant is not in default of any of the terms, covenants or conditions of this Lease beyond any applicable grace period, either at the time Tenant exercises any such right or at the expiration of the Term, Tenant shall have the right to extend the Term of this Lease for two (2) additional terms of one (5) years each. Such extension rights shall be exercised, if at all, by written notice from Tenant received by Landlord not less than ninety days (90) days prior to the expiration of the Term, time being of the essence. Any such extension shall be upon all of the terms, covenants and conditions of this Lease, except that, once an extension right has been exercised, that right shall be deemed to have been exhausted. If Tenant validly exercises an extension right as herein provided, the word "Term" as used herein shall mean the Term specified in Section 2.1 above as so extended.

Section 2.3. Permitted Assignment. Landlord and Tenant hereby agree and acknowledge that Tenant contemplates an assignment of its rights and obligations hereunder in favor of Cannatech Medicinals Inc., a Massachusetts not-for-profit corporation with a principal place of business at 1100 Innovation Way, Fall River, Massachusetts 02720 ("CMI" or "Assignee") in a manner consistent with Massachusetts law and regulations promulgated by the Massachusetts Department of Public Health ("DPH"). Any such assignment will not be valid or enforceable unless expressed in a writing executed by Tenant and Assignee.

ARTICLE III

Section 3.1. Basic Annual Rent. Commencing on the Rent Commencement Date (as defined herein) and continuing throughout the Term, Tenant shall pay to Landlord in equal monthly installments as base rent for the Premises, without any setoff or deduction whatsoever, except as set forth in this Lease, at the annual rate of (One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) ("Basic Annual Rent").

Section 3.1.1. The Rent Commencement Date of the Term shall be May 1, 2018. Commencing on the Rent Commencement Date, all payments of Basic Annual Rent and any other amounts payable by Tenant to Landlord pursuant to this Lease ("Additional Rent"), as described herein, shall be made to Landlord in advance in monthly installments on the first day of each month at the address set forth in the introductory paragraph to this Lease, unless Tenant is otherwise notified in writing by Landlord. If for any reason the Rent Commencement Date is other than the first day of a calendar month, Tenant shall initially pay the Basic Annual Rent and Additional Rent for the fractional month on a per diem basis (calculated on the basis of a thirty-day month) until the first day of the next succeeding month.

Section 3.1.2. Upon the Execution Date, Tenant shall deliver to and deposit with the Landlord a security deposit of One Hundred and 00/100 Dollars (\$100.00) ("Security Deposit"). The Security Deposit shall be fully refundable at the conclusion or upon termination of the Lease.

Section 3.1.3. If, and as soon as, there shall exist an Event of Default under this Lease (and on the occasion of each Event of Default if there shall be more than one) and after all applicable cure periods have expired, the Landlord may draw upon the Security Deposit at any time and from time to time in such amount or amounts as may be necessary to cure the default(s) or to reimburse the Landlord for any sum(s) which the Landlord may have spent to cure the default(s). If the Landlord has terminated this Lease due to the Tenant's default(s), the Landlord may also draw upon the Security Deposit in such amount (or all) as may be necessary to obtain any amounts from time to time owed to the Landlord by the Tenant after termination. In the case of each such drawing (except a drawing occurring after termination or expiration of this Lease), the Tenant shall, on demand, cause the Security Deposit to be reinstated to the full amount that was required by this Lease prior to the drawing. If at the end of the Lease Term, no Event of Default shall exist, the Security Deposit, or any balance thereof, shall be returned to the Tenant or if at the end of the Term of this Lease, an Event of Default shall exist, then any portion of the Security Deposit not necessary to cure said Event of Default shall be returned to Tenant but not otherwise. The Landlord shall be entitled to commingle the Security Deposit with other funds of the Landlord and shall not be obligated to pay interest on the deposit to the Tenant. If the Landlord conveys the Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, may be turned over by the Landlord to the Landlord's transferee, and, if so turned over, the Tenant agrees to look solely to such transferee for proper application and/or return of the Security Deposit in accordance with the terms of this Lease.

Section 3.2. Annual Adjustment. The Basic Annual Rent shall be increased each year of the Term and any extensions thereof by three percent (3.0%) per year.

Section 3.3. Late Payments, Interest. In the event that any payment of Basic Annual Rent and/or Additional Rent shall not be paid within ten (10) days of when due, Landlord may apply to the amount unpaid interest from the date due to the Landlord until paid at the rate of twelve percent (12%) per annum.

Section 3.4. Other Payments. Each payment or expenditure which Tenant is required to make under any provision of this Lease shall be deemed to be Additional Rent, and Landlord's right in the event of Tenant's default in making any such payment or expenditure shall be the same as in the case of a default in paying installments of Basic Annual Rent.

ARTICLE IV

Section 4.1. Real Estate Taxes. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent, the total amount of any real estate taxes assessed or levied against the Premises for each fiscal tax year occurring during the Term (and pro rata for any partial tax year occurring during the Term) ("Tenant's Tax Rent"). As used herein, "real estate taxes" shall mean regular taxes betterment and other special assessments, and all other governmental levies made with respect to real property and payable by owners of such property without regard to the identity of the authority making the impost. If any change in the tax system takes place, each such alternative tax and each such additional tax (as well as any other taxes which were already considered a part of "real estate taxes" for the purpose of this Lease and which continue to be imposed) shall be considered a part of "real estate taxes" for the purposes of this Lease.

Section 4.2 Payments. Commencing on the Rent Commencement Date (or if for any reason the Rent Commencement Date is other than the first day of a calendar month, Tenant shall make the payments set forth herein for the fractional month on a per diem basis calculated on the basis of a thirty-day month until the first day of the next succeeding calendar month) and on the first of each calendar month thereafter, Tenant shall pay to Landlord in advance as Additional Rent, one twelfth ($1/12^{\text{th}}$) of the Tenant's Tax Rent for the current fiscal tax year, as reasonably estimated by Landlord and based on the most recent tax bill(s) received from the municipality. Landlord shall render a statement to Tenant annually, within ninety (90) days following Landlord's receipt of the current fiscal year tax bill(s) from the municipality, showing the actual real estate taxes rendered against Landlord's property for such fiscal tax year and Tenant's Tax Rent for such fiscal tax year, less the aggregate amount of any monthly payments made by Tenant on account thereof. If at the time such statement is rendered it is determined with respect to that fiscal tax year that the aggregate of Tenant's monthly tax payments is less than Tenant's Tax Rent, then Tenant shall pay to the Landlord, as Additional Rent, within thirty (30) days of such statement the amount of such underpayment. Any amounts due Tenant, if the aggregate of Tenant's monthly tax payments should exceed Tenant's Tax Rent for such fiscal tax year, shall be credited to future monthly payments of Tenant's Tax Rent. If this Lease commences or terminates in the middle of a tax period of the relevant authorities, Tenant shall be liable only for a fraction of Tenant's Tax Rent due hereunder for said tax period, the numerator of said fraction being the number of days of the Term of the Lease which fall within the tax period and the denominator of said fraction being the total number of days of the tax period.

ARTICLE V

Section 5.1 Landlord's Preparations for Tenant. Except as set forth in Section 6.1., the Premises are demised to the Tenant in "as is" condition without any warranty of fitness for use or occupation whatsoever, expressed or implied. Tenant expressly waives any rights it may have under any warranty which may be created by statute or otherwise.

ARTICLE VI

Section 6.1. Landlord's Work. None, except that, Landlord agrees that it shall: (i) maintain compliance with all applicable environmental statutes, rules, regulations and orders of any federal, state or municipal government ("Environmental Laws") in effect at any time prior to and during the term of this lease, except that Tenant shall be solely responsible for any and all environmental violations that are the result of Tenant's and/or its employees and/or agents use of the Premises; (ii) obtain in its own name any and all environmental permits, registrations, licenses, authorizations, approvals or identification numbers required or desirable under Environmental Laws ("Environmental Permits") as are necessary for its operations; and (iii) comply with all such Environmental Permits. Landlord will assume full responsibility for any investigation, clean-up or other action required in relation to any release, spill, leak, discharge, disposal, pumping, pouring, emission, emptying, injecting, leaching, dumping, or escaping that has occurred on or at the Premises, and will indemnify and hold Tenant harmless for any claims, costs or expenditures in relation thereto.

Section 6.2. Tenant's Work. Tenant shall perform any work required to permit Tenant to prepare the Premises for the conduct of Tenant's business ("Tenant's Work"). Upon the completion thereof, Tenant shall obtain a Certificate of Occupancy from the applicable municipal authority. Tenant's Work shall be done by Tenant at its own expense, but only in accordance with plans and specifications provided in writing by Tenant to Landlord at least seven (7) days prior to commencement of Tenant's Work. All of the Tenant's Work shall be done only in accordance with all applicable state and municipal laws, regulations and ordinances.

ARTICLE VII

Section 7.1. Utilities. Tenant shall be responsible to apply and arrange for all utilities servicing the Premises including, without limitation, electricity, electric heat and cooling, gas or oil, water, sewer as required by code, cable, and telephone and any other utility which Tenant desires to have furnished to the Premises ("Tenant's Utilities"). Tenant shall supply heat adequate for its own purposes and in any event shall supply sufficient heat to prevent the freezing of pipes and shall not permit disconnection of electric service to the Premises. Tenant shall promptly pay all bills for Tenant's Utilities directly to the utility company and, upon Landlord's request, promptly deliver evidence of payment of utility bills to Landlord. In no event shall Landlord ever be liable to Tenant for the interruption of any such service or the failure to provide the same, regardless of reason therefor, nor shall any such interruption or failure entitle Tenant to an abatement of or reduction in rent or to a right to terminate this Lease.

ARTICLE VIII

Section 8.1. Use. Tenant shall use the Premises for the operation of a marijuana dispensary as described in Section 1.2 ("Permitted Uses"). Tenant warrants that there shall be no hazardous materials used or stored on the Premises unless required as part of the operation of the business, but in any case never in levels that exceed legally permissible limits. Tenant warrants that the Permitted Uses shall be compatible to the Attleboro Zoning By-laws and the applicable laws and regulations of the Commonwealth of Massachusetts.

Section 8.2. Compliance with Laws. Tenant agrees that at all times during the Term, no trade or occupation shall be conducted in the Premises, or use made thereof, which shall be unlawful, improper, unreasonably noisy or offensive, or contrary to any law or any municipal bylaw or ordinance governing the Premises. Tenant shall, at its sole cost, (i) make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's specific use or occupancy of the Premises; (ii) keep the Premises equipped with all required safety appliances; (iii) procure and keep in good standing any licenses and permits required by Tenant's use; and, (iv) comply with the orders and regulations of all governmental authorities and all requirements of the New England Fire Insurance Rating Association or similar body or Landlord's insurer applicable to Tenant's specific use. Notwithstanding the provisions of this Section 8.2, Landlord and Tenant affirm and acknowledge Tenant's intended use of the Premises as described more fully in Section 1.2

Section 8.3. Improper Use. Tenant shall not conduct any auction sale or "going out of business" sale on the Premises; nor injure, overload or deface the Premises; nor make any use thereof which is improper, offensive or contrary to any law or ordinance; nor permit any act or thing to be done on the Premises which in Landlord's reasonable judgment would adversely impact business operations in or around the Building; or to create conditions which interfere with the normal use of the common facilities of the Building; or any act or thing which shall constitute a nuisance or which will make void or voidable any insurance covering the Premises; or cause to permit any emission of any noise or odor from the Premises by the operation of any instrument, apparatus, or equipment therein. Tenant shall pay any increased or extra premium payable for any insurance coverage maintained by Landlord, if the increase results from any in a manner customary with persons engaged in businesses of that kind.

ARTICLE IX

Section 9.1. Landlord's Maintenance Obligation. None.

Section 9.2. Tenant's Maintenance Obligation. Tenant agrees that it shall, at its own cost and expense, make any and all repairs which may be required to maintain the Premises in good clean order, repair and condition, including, without limitation, maintenance of and repairs to the HVAC system. Tenant shall replace any Building glass that may be damaged or broken with glass of the same quality within twenty-four (24) hours. By occupying the Premises, Tenant acknowledges that the Premises are in good order, repair and condition and the glass whole.

ARTICLE X

Section 10.1. Alterations; Additions. All permitted alterations shall be made at Tenant's expense, in conformity with all laws, ordinances, and regulations of municipal or other authorities and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanics liens or similar liens, for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant to remain upon the Premises and shall cause any such lien to be released of record forthwith without cost to Landlord. Any of Tenant's trade fixtures or non-structural alterations, additions, installations or improvements made by Tenant shall be and remain the property of Tenant, and, if Tenant is not then in material default of any of the terms, conditions or covenants of this Lease at the termination of Tenant's occupancy as provided herein, Tenant shall remove such trade fixtures or non-structural alterations, additions, installations or improvements prior to the termination or expiration of the Lease.

ARTICLE XI

Omitted.

ARTICLE XII

Section 12.1. Personal Property at Tenant's Risk. Tenant covenants and agrees that Tenant has complete and exclusive control of the Premises, and that to the extent permitted by law, all of the furnishings, fixtures, equipment, effects and personal property of Tenant (and of those claiming under Tenant) which are on the Premises shall be so at Tenant's sole risk.

Section 12.2. Tenant's Indemnity. Tenant also covenants and agrees to defend Landlord and to save Landlord harmless and indemnified (to the extent permitted by law) from and against any and all claims, actions, loss, damages, liability and expense in connection with loss of life, personal injury and damage to property which results from the negligent acts or omissions of Tenant or its agents.

ARTICLE XIII

Section 13.1. Tenant's Liability Insurance. Tenant shall during the Term and any extensions thereof, maintain with respect to the Premises comprehensive general liability, bodily and personal injury and property damage insurance, with a so-called "broad-form endorsement" in a combined single limit of at least one million (\$1,000,000.00) dollars and with an annual aggregate limit of two million (\$2,000,000.00) dollars. Such insurance shall include appropriate contractual liability endorsements covering all of the Tenant's obligations hereunder and coverage for independent contractors.

Section 13.2. Tenant's Casualty Insurance. Tenant shall during the Term and any extensions thereof maintain fire, hazard or other casualty insurance with extended coverage, vandalism and malicious mischief endorsements covering all of the Tenant's personal property and leasehold improvements in the Premises to the extent of the full replacement value of such property and improvements. Landlord should be named as loss payee jointly with all other parties having an interest.

Section 13.3 Insured Parties. Each policy of insurance required by this Lease to be maintained by Tenant with respect to the Premises, whether or not required by this Lease, shall name Landlord as an additional insured and/or loss payee (except for insurance policies containing the waiver specified in Section 13.5) and shall be maintained with reputable insurance companies acceptable to Landlord and duly licensed authorized to do business in the Commonwealth of Massachusetts and with a Best rating of not less than "A". Prior to the commencement of the Term, Tenant shall deposit with Landlord certificates of such insurance, and certificates of any renewal or replacement policy shall be deposited with Landlord not later than thirty (30) days prior to the expiration of the policy being renewed or replaced. All such insurance policies and certificates shall provide that such policy shall not be canceled or modified without at least thirty (30) days prior written notice to each insured party therein.

Section 13.4 Waiver of Subrogation. Landlord and Tenant hereby release each other from all liability (to each other and to anyone claiming under either of them by subrogation or otherwise) for any damage caused by fire or other casualty, even if such damage resulted from the fault of the released party or of one for whom such party is responsible. This release shall not be effective to the extent it prejudices the releasing party's recovery rights under any insurance policy maintained by such party with respect to the Premises, the Building, or any contents of either. If Landlord or Tenant is unable to obtain fire insurance coverage which will not be impaired by this release without extra cost, the party failing to obtain such insurance shall give the other party written notice thereof and such other party shall have the right, but not the obligation to pay such cost.

ARTICLE XIV

Section 14.1 Fire and Casualty; Condemnation; Termination. If at any time after the date of this Lease, the Premises shall be substantially damaged or destroyed (or shall suffer some other substantial adverse effect) by fire or other casualty, or by taking by eminent domain or by act of or pursuant to public authority, Landlord, at its election, may terminate this Lease by written notice to Tenant sent within thirty (30) days after the occurrence of such damage, destruction, or adverse event.

Section 14.1.1. If at any time after the date of this Lease, the Premises shall be substantially damaged or destroyed or adversely affected by any cause described in Section 14.1 and if Landlord does not terminate this Lease within the time provided in Section 14.1 and does not begin to restore the Premises (as provided in Section 14.2) within ninety (90) days after the occurrence of such damage, destruction or adverse effect, and furthermore, if Landlord does not restore the Premises within six (6) months after the occurrence of such damage, destruction or adverse effect, Tenant, as its sole remedy, may terminate this Lease by written notice to Landlord sent within thirty (30) days after the expiration of said ninety (90) day period, or by written notice to Landlord sent within thirty (30) days after the expiration of said six (6) month period.

Section 14.1.2. Any notice of termination sent under Section 14.1 or Section 14.1.1 shall take effect upon receipt and any unearned rent or other charge paid in advance by Tenant to Landlord shall be promptly refunded.

Section 14.2 Restoration. If the Premises or the Building shall be damaged, destroyed or adversely affected by any cause described in Section 14.1, then, unless this Lease is terminated, Landlord shall restore the Premises or the Building substantially to their condition immediately prior to such damage, destruction, or adverse effect to the extent such restoration is possible.

Section 14.3. Rent Abatement. If the Premises shall be damaged, destroyed or adversely affected by any cause described in Section 14.1, and if, as a result thereof the Premises are rendered wholly or partly untenable, prohibiting Tenant from reasonably operating its business then, in any such case, the Basic Annual Rent payable by Tenant to Landlord shall be abated from the date of the casualty or taking through the earlier of the date that the Lease is terminated or the date that the Premises is completely restored or until this Lease is terminated as provided for in Section 14.1.1.

Section 14.4 Taking Damages. Landlord reserves and Tenant hereby assigns to Landlord all rights to any award or compensation accruing on account of any damage, destruction, or other "adverse effect" (which latter term shall include both the termination and appropriation of intangible rights, such as easements as well as other forms of limitation adversely affecting the interests of any party) suffered by the lease hold hereby created, the Premises as a result of any condemnation or taking by eminent domain or as the result of any act of or pursuant to public authority. Tenant shall execute and deliver to Landlord such confirmatory instruments of this assignment as Landlord may from time to time request. The foregoing reservation and assignment does not include any award payable to Tenant for physical damage to or appropriation of Tenant's tangible personal property, or for the undepreciated cost of Tenant's leasehold improvements, equipment and fixtures, or for any moving expenses or for any other matter or right, on condition, however, that such award shall be payable to Tenant by the taking authority and not by Landlord.

ARTICLE XV

Section 15.1 Default. Each of the following contingencies shall be a Condition of Default:

Section 15.1.1. Tenant shall (a) default in the payment of any installment of Basic Annual Rent or Additional Rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof; or (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; and

Section 15.1.2. The estate hereby created shall be taken on execution or by other process of law; and

Section 15.1.3. Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or if the estate hereby created shall be taken on execution or by other process of law, or if any proceedings, including, without limitation; proceedings from reorganization or for an arrangement with creditors shall be commenced under any bankruptcy or insolvency law by or against Tenant or any such guarantor or any person or entity occupying the Premises through or under Tenant.

Section 15.2. Notice of Default. Notwithstanding the notice provisions contained in Section 15.1.1, Landlord shall not be required to give more than two (2) such notices under said subparagraph in any twelve-month (12) period. Tenant shall be deemed to be in default thereafter without any further right to cure such a default during the remainder of said twelve (12) month period for the nonpayment of Basic Annual Rent or Additional Rent continuing for five (5) days after any due date. Landlord shall not be required to provide Tenant with any written notices of default or termination other than the written notices required by this Article XV, and Tenant hereby waives (i) any further statutory notices provided by law for a lease default or termination and (ii) all rights of redemption granted by or under any current or future laws in the event of Landlord's termination of this Lease pursuant to this Article XV.

Section 15.3 Landlord's Remedies. In the event any Condition of Default shall occur (notwithstanding any waiver, license or indulgence granted by Landlord with respect to the same or any other Condition of Default in any former instance), Landlord, then or at any time thereafter, but prior to the removal of any such condition of default, shall at its sole election, have the following rights:

Section 15.2.1. To terminate this Lease by written notice to Tenant, which shall take effect on the date specified in Landlord's termination notice (without the necessity or requirement to make entry); or,

Section 15.2.2. To enter upon and take possession of the Premises (or any part thereof in the name of the whole) without demand or notice and repossess the same as of the Landlord's former estate, expelling Tenant and those claiming under Tenant without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of Basic Annual Rent and/or Additional Rent or preceding breach of covenant. Landlord's repossession of the Premises shall not be construed to effect a termination of this Lease, unless Landlord sends Tenant a written notice of termination. Notwithstanding the provisions of this Section 15.2.2, any such entry or access shall adhere to the strictures of Massachusetts law and regulation and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas.

Section 15.3. Re-letting. After termination or repossession under the provisions of this Article XV, Landlord shall have the right, at its sole election, (and whether or not this Lease shall be terminated under Section 15.2.1) to re-let the Premises or any part thereof for such period or periods (which may extend beyond the Term of this Lease) and at any such rent or rents upon such other terms and conditions as Landlord may deem advisable, and Landlord may make or cause to be made such additions, alterations and improvements to the Premises as Landlord may deem advisable. Notwithstanding the provisions of this Section 15.3, any such entry or access shall adhere to the strictures of Massachusetts law and regulation and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas.

Section 15.4 Removal of Goods. If Landlord shall terminate this Lease or take possession of the Premises by reason of a Condition of Default, Tenant, and those claiming under Tenant shall forthwith remove their goods and effects from the Premises. If Tenant or any such claimant shall fail to effect such removal forthwith, Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store the same for the account of Tenant or of the owner thereof in any place selected by Landlord or at Landlord's sole election, Landlord may, after thirty (30) days prior written notice to Tenant, sell the same at a public auction or at a private sale on such terms and conditions as to price, payment and otherwise as Landlord in its sole judgment may deem advisable. Notwithstanding the provisions of this Section 15.4, any such entry or access shall adhere to the strictures of Massachusetts law and regulation and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas.

Section 15.4.1. Tenant shall be responsible for all costs of removal, storage, sale of goods and effects, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or incurred by Landlord. If any surplus sale proceeds shall remain after such reimbursement, Landlord may deduct from such surplus any other sum due to Landlord hereunder and shall pay over to Tenant the remaining balance of such surplus sale proceeds, if any.

Section 15.5 Current Damages. No termination or repossession shall relieve Tenant (or any guarantor of Tenant's obligations hereunder) of its liabilities and obligations hereunder or under any separate instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, Tenant shall pay Landlord in advance on the first day of each month (and pro rata for the fraction of the month) for what would have been the entire balance of the original Term of this Lease, or of the then current extension period, as shall be appropriate, one-twelfth (1/12th) of the Basic Annual Rent for the Premises, less the proceeds (if any) of any reletting of the Premises which remain after deduction Landlord's reasonable expenses in connection with such re-letting. Such expenses shall include, without limitation, removal, storage and remodeling costs, the costs of painting and refurbishing the Premises and attorneys' and brokers' fees. Landlord shall use reasonable efforts to relet the Premises.

Section 15.6 Limitation on Landlord's Remedies. Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Landlord hereby agrees and acknowledges that any such marijuana located on the Premises shall be controlled in accordance with 105 CMR 725.000 et seq., and if provided by law, under the supervision of the Massachusetts Department of Public Health.

ARTICLE XVI

Section 16.1 Notice. Any notice from Tenant to Landlord or Landlord to Tenant relating to the Premises shall be deemed fully served, if mailed by registered or certified mail return receipt requested, postage paid or by a nationally recognized overnight delivery service, next day delivery all charges prepaid. Any notice to Landlord shall be addressed to Landlord at the address set forth in the introductory paragraph to this Lease, unless Tenant is otherwise notified in writing by Landlord. Any notice to Tenant shall be addressed to Tenant at the address indicated in the introductory paragraph to this Lease unless Landlord is otherwise notified in writing by Tenant.

ARTICLE XVII

Section 17.1 Surrender – Yield-Up. Tenant shall at the expiration or earlier termination of this Lease, remove all moveable trade fixtures and personal property, and, if requested by Landlord, all non –structural partitions and improvements made or installed by Tenant; repair any damage caused by the installation, maintenance, use or removal of same; remove all Tenant's signs wherever located and surrender all keys to the Premises and yield up the Premises (except for such partitions and improvements as Landlord shall request Tenant to remove) broom clean and in the same good order and repair in which Tenant is obligated to keep and maintain the Premises by applicable provisions of this Lease (reasonable wear and tear excepted), capping or otherwise suitably securing for reuse all utilities, sewer and water lines left exposed or unconnected by such removal. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine, and Tenant shall pay Landlord the entire reasonable cost and expense incurred by Landlord in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises.

ARTICLE XVIII

Section 18.1 Self Help. If Tenant shall default in the performance of any obligation imposed on it by this Lease and shall not cure such default within thirty (30) days after written notice from Landlord specifying the default, Landlord without waiving or prejudicing any other right or remedy Landlord may have, shall have the right at any time thereafter to cure such default for the account of Tenant, and Tenant shall forthwith reimburse Landlord for any amount paid and any expense or contractual liability so incurred. Tenant's failure to reimburse Landlord shall be deemed a failure to pay Additional Rent hereunder. If it shall be necessary to do so to protect Landlord's Property or Landlord's interest therein, or to prevent injury to persons or damage to property, Landlord may cure a default by Tenant before the expiration of the waiting period but after written, oral, telephoned or telegraphed notice to Tenant.

Section 18.2 Subordination. This Lease is and shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of the mortgage, now or at any time hereafter, a lien or liens on Landlord's Property. The provisions of this Section shall be self-operative, however, Tenant shall, when requested, promptly execute and deliver, within ten (10) days after receipt thereof, such confirmatory instruments as shall be necessary to evidence the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of the mortgage.

Section 18.3. Covenant of Quiet Enjoyment. Tenant subject to the terms and provisions of this Lease, on payment of the Annual Basic Rent and Additional Rent and observing and keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises during the Term hereof without hindrance or ejection by any person claiming by, through or under the Landlord.

Section 18.4. Waiver. Landlord's failure to complain of any act or omission on the part of the Tenant or to complain of any deficiency in any payment or performance rendered by Tenant (however long the same may continue), nor the payment or acceptance of all or a part of the Basic Annual Rent or Additional Rent nor the performance, either complete or partial, or acceptance of performance, either complete or partial, of any other obligation, regardless of an accompanying qualification at the time the payment or performance is tendered, shall never be deemed to waive or to preclude the exercise of any of Landlord's rights hereunder. No waiver of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. The grant of consent or approval by Landlord on any one occasion shall not be deemed a consent to or approval of any other action on the same occasion or the grant of such consent or approval of the same or any other action and any subsequent occasion. Each right and remedy which Landlord may have under this Lease or by operation of law shall be distinct and separate from every other right and remedy, all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised, and any two or more of all such rights and remedies may be exercised at the same time or successively. Any repair or replacement or other action by Landlord on behalf of Tenant, or the fulfilling of any of Tenant's obligation hereunder by Landlord shall be deemed to be a gesture of good will and shall specifically not be deemed to have established a precedent any such action by Landlord on Tenant's behalf in any future instances

Section 18.5 Landlord's Access. Landlord or its agents may without disrupting Tenant's operation of its business, at reasonable times and upon reasonable notice to Tenant, enter to view the Premises and to show the same to others (provided that for leasing, showings will be within last six (6) months of Term only), and may at any time remove placards and signs on the exterior or visible from the exterior of the Premises which have not been approved and affixed as herein provided. Landlord may also enter the Premises, without charge, but subject to Tenant's reasonable security requirements, during non-business hours and without unreasonably interfering with the conduct of Tenant's business, to make such repairs, improvements alterations or additions as may be necessary in order to comply with the requirements imposed on Landlord by this Lease, or by any public authority having jurisdiction over the Landlord's Property and to facilitate making repairs or improvements to any other part of the Building and to make repairs required of Tenant which Tenant has failed to make promptly, and to exercise any of Landlord's rights under this Lease, and for any other such purposes Landlord shall have the right to use or occupy without charge such portion of the Premises as may be reasonably necessary therefore. Notwithstanding the foregoing, in the event of an emergency, Landlord, its employees or its agents, shall have the right to enter the Premises to perform any of the aforementioned work or other work necessary to keep and maintain Premises. Notwithstanding the provisions of this Section 18.5, any such entry or access shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas.

Section 18.6. Signs. Tenant may erect and install such building, directional and road signage at and upon the Premises as Tenant deems appropriate for Tenant's Business, subject only to the prior approval of all local governing authorities. Tenant agrees that the costs of such signs, their design, permit or approval expenses and installation shall be borne by Tenant.

Section 18.7. Limitation of Landlord's Liability. The covenants of Landlord contained in this Lease shall be binding upon each party holding the Landlord's interest herein only with respect to breaches occurring during the time of that party's ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in Landlord's Property for the satisfaction of any claim or judgment against Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall be personally liable for such judgment. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord ever be deemed liable for incidental, exemplary or consequential damages arising out of or occasioned by any act, failure, neglect or omission of landlord under the terms, covenants and conditions in this Lease contained.

Section 18.8. Omitted.

Section 18.9 Delays. In any case where either party hereto is required to do any act (other than the payment of money), delays caused by or resulting from acts of nature, war, civil commotion, fire or other casualty, labor difficulties or strikes, materials or equipment, government regulations, or other causes beyond such party's reasonable control shall not be counted in determining the time when the performance of such acts must be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time". In any case where work is to be paid for out of insurance proceeds and condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards. Unless otherwise permissible under this Lease, such delays shall not be grounds for non-payment or late payment of rent.

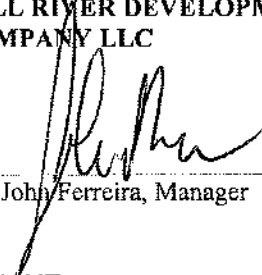
Section 18.10 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.11 Authorized Officers. Landlord and Tenant are signing this Lease as authorized signers with respect to their limited liability companies and have provided documentation to that effect.

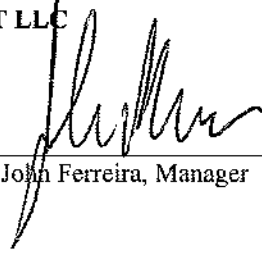
Section 18.12. Entire Agreement. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing subscribed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first specified above.

LANDLORD:
**FALL RIVER DEVELOPMENT
COMPANY LLC**

By: 
John Ferreira, Manager

TENANT:
IMT LLC

By: 
John Ferreira, Manager

SITING PROFILE 2 OF 3 – CANNATECH MEDICINALS, INC.

SECTION C: LETTER OF NON-OPPOSITION



City Of Attleboro, Massachusetts

OFFICE OF THE MUNICIPAL COUNCIL

Government Center • 77 Park Street

Attleboro, Massachusetts 02703

508-223-2222 • Fax 508-222-3046

January 29, 2018

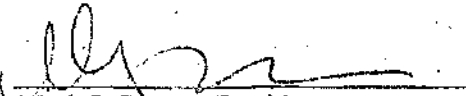
Dr. Henry Crowley
P.O. Box 9639
Fall River, MA 02720

RE: Letter of Non-Opposition for Cannatech Medicinals of Fall River

Dr. Crowley:

The Attleboro Municipal Council does hereby provide this letter of non-opposition to Cannatech Medicinals to operate a Registered Marijuana Dispensary at 220 O'Neil Boulevard, Attleboro. I have been authorized to provide this letter on behalf of the Attleboro Municipal Council by a vote taken at a duly noticed meeting, held on January 16, 2018.

The Attleboro Municipal Council 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.



Mark J. Cooper, President
Attleboro Municipal Council