



The Commonwealth of Massachusetts

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

RECEIVED

JUN 13 2017

MA Dept. of Public Health
99 Chauncy Street
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).

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: 

Application 1 of 1

Applicant Non-Profit Corporation Northeast Alternatives, Inc.

QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

- A fully and properly completed *Siting Profile*, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")
- Evidence of interest in property, by location (as outlined in Section B)
- Letter(s) of local support or non-opposition (as outlined in Section C)

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

SECTION A: APPLICANT INFORMATION

1. Northeast Alternatives, 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? 1

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

SECTION B: PROPOSED LOCATION(S)

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

Attach supporting documents as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

	Location	Full Address	County
1	Dispensing	C-16 Lot 1, Mariano Bishop Boulevard, Fall River, MA	Bristol
2	Cultivation	C-16 Lot 82, Mariano Bishop Boulevard, Fall River, MA	Bristol
3	Processing	C-16 Lot 82, Mariano Bishop Boulevard, Fall River, MA	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 [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 by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: [REDACTED]

SECTION D: LOCAL COMPLIANCE


Describe how the Corporation has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

Northeast Alternatives, Inc.'s ("NAI") Cultivation & Processing and Dispensing locations, both in Fall River, will comply with applicable zoning bylaws pursuant to zoning variances. Both properties are located in the Single Family Residence District R-8, and the City of Fall River has previously granted variances permitting commercial uses, which includes the RMD use, at both properties. The Mayor of Fall River has provided a letter of non-opposition, included herewith, indicating the NAI's proposed facilities are appropriately zoned pursuant to valid variances. Both properties comply with all applicable setback requirements of 105 CMR 725.110(A)(14).

NAI will obtain all applicable permits, approvals, and certificates for build-out and operations at the Fall River properties, and upon completion of construction will obtain a certificate of occupancy.

NAI will ensure that both facilities meet local fire and electrical codes, and NAI will coordinate with local law enforcement to ensure that NAI's security plan meets or exceeds DPH and local requirements.

NAI has retained the counsel of Vicente Sederberg, LLC and VGR Law Firm, PC to ensure compliance with 105 CMR 725.000.

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 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

	FIRST FULL FISCAL YEAR PROJECTIONS 20 18	SECOND FULL FISCAL YEAR PROJECTIONS 20 19	THIRD FULL FISCAL YEAR PROJECTIONS 20 20
Projected Revenue	\$ 3,237,500.00	\$ 4,046,875.00	\$ 5,058,593.75
Projected Expenses	\$ 2,786,300.00	\$ 3,035,156.25	\$ 3,541,015.63
VARIANCE:	\$ 451,200.00	\$ 1,011,718.75	\$ 1,517,578.13
Number of unique patients for the year	2,200	2,750	3,438
Number of patient visits for the year	18,500	23,125	28,906
Projected % of patient growth rate annually	---	25	25
Estimated purchased ounces per visit	0.50	0.50	0.50
Estimated cost per ounce	\$350	\$350	\$350
Total FTEs in staffing	19	28	34
Total marijuana for medical use inventory for the year (in lbs.)	620	775	970
Total marijuana for medical use sold for the year (in lbs)	578	723	903
Total marijuana for medical use left for roll over (in lbs.)	42	52	67

Projected date the RMD plans to open: 06/05/2018

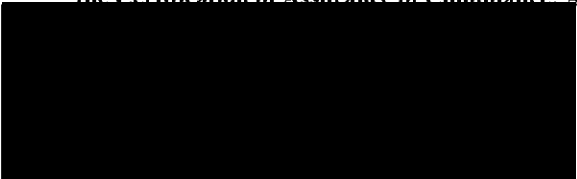
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: [REDACTED]

**SECTION 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



06/05/2017

Date Signed

Print Name of Authorized Signatory

CFO

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 _____

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.

06/05/2017

Date Signed

Print Name of Authorized Signatory

CFO

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.*


06/05/2017

Date Signed


Print Name of Authorized Signatory

CFO

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.




06/05/2017
Date Signed

Print Name of Authorized Signatory

CFO

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:  _____

BINDING LETTER OF INTENT / OPTION TO LEASE

June 6, 2017

To: JH Holdings Group LLC

RE: BINDING LETTER OF INTENT TO LEASE C-16 LOT 1, MARIANO BISHOP BOULEVARD, FALL RIVER, MA

Dear Mr. Harkins:

This Binding Letter of Intent (“LOI”) is for the leasing of real property known as C-16 Lot 1, Mariano Bishop Boulevard, Fall River, MA.

- LANDLORD: JH Holdings Group LLC
- TENANT: Northeast Alternatives, Inc.
- USE: Registered Marijuana Dispensary (“RMD”) and any other lawful purpose under state and local law.
- EXCLUSIVE USE: Tenant shall have the exclusive use for a RMD and any other lawful purpose under state and local law.
- PREMISES: The property located at as C-16 Lot 1, Mariano Bishop Boulevard, Fall River, MA, including the approximately 4,000 sq. ft. building, and all other improvements thereon (the “Premises”).
- TERM OF LEASE: Five (5) year initial term with five (5) year option to extend.
- OPTION PERIOD: For a period of six (6) months following full execution of this LOI (the “Option Period”), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the “Option”). Such Option shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period.
- OPTION PAYMENT: Tenant will pay Landlord one hundred dollars (\$100) upon execution of this LOI in consideration of the Option Period.
- OPTION EXTENSION: Upon conclusion of the Option Period, Tenant will have the ability to extend the Option Period for six (6) months (“Extension Period”) by paying Landlord one hundred dollars (\$100). Tenant shall have the exclusive right and option to lease the Premises during the Extension Period.

- TERMINATION:** This LOI may be terminated by Tenant at any time upon written notice to Landlord given during the Option Period or Extension Period.
- LEASE:** Upon Tenant's exercise of the Option in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the "Lease"). Landlord and Tenant hereby agree to enter into a lease within sixty (60) days following Tenant's exercise of the Option.
- RENT:** If the Option is exercised by Tenant, the Lease shall provide for rent to be paid by Tenant to Landlord at the rate not to exceed sixteen thousand six-hundred and sixty-seven dollars (\$16,667.00) per month, subject to the determination of a commercial appraisal of the Premises that such rental rate is fair and reasonable.
- CONDITION:** "As Is"
- TRIPLE NET CHARGES:** Tenant shall be responsible for all real estate taxes assessed against the Premises for the Term of the Lease, as applicable, as well as all maintenance. If applicable, Tenant shall be responsible during the Term of the Lease for maintaining all necessary insurance, naming Landlord as an additional insured.
- UTILITIES:** Tenant shall be responsible for all utilities supplied to and consumed upon the Premises during the Term of the Lease.
- ASSIGNMENT & SUBLETTING:** Subject to consent of the Landlord, Tenant shall have the right to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Tenant; (b) any entity succeeding to the business operated by Tenant at the Premises; (c) any subsidiary or affiliate of Tenant; or (d) any other party permissible under the law. Any assignment or sublease will require the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.
- ACCESS:** During the Option Period or Extension Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises, but only when accompanied by Landlord or Landlord's agent, for the purposes of planning the layout of the space, measuring the premises, preparing architectural drawings and security layout of the Premises.

SIGNAGE: Exterior signage will be permitted during the Term of the Lease subject only to applicable laws. Landlord shall be responsible for the removal of any unwanted existing signage.

SECURITY DEPOSIT: N/A

BROKERAGE: N/A

TERMS OF AGREEMENT: Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that Tenant needs final approval for an RMD from the Massachusetts Department of Public Health and the Fall River, MA before Tenant is able to begin renovations. The Lease shall contain a contingency allowing for Tenant's early termination in the event that Tenant is unable to obtain necessary state and municipal approvals for an RMD at the Premises. Landlord and Tenant hereby agree to enter into a Lease within thirty (30) days following Tenant's exercise of the Option. The terms of this LOI shall govern until the Lease is executed.

IMPROVEMENTS: Tenant will bear the cost of all improvements to the Premises.


FURNISHING OF DOCUMENTS: Upon request, Landlord will supply Tenant with any documents in Landlord's possession to help in the approval process and will provide signatures as required for approvals involving the Premises.

EXCLUSIVITY: For the consideration paid pursuant to this LOI, Landlord will not offer the Premises for lease or sale to anyone other than Tenant during any Period referenced in this LOI. Landlord agrees to provide the Premises to Tenant within sixty (60) days following the execution of a Lease between Landlord and Tenant. Tenant shall not be obligated to make any payments to the Landlord during the time following execution of a Lease, and until Landlord provides the Premises to the Tenant exclusively.

CONFIDENTIALITY: The Parties agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this transaction; provided, however, that the terms of this LOI may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said Parties for purposes incidental to this agreement or to the conduct of business by said Parties.

AGREED & ACCEPTED: LANDLORD/JH HOLDINGS GROUP LLC

Signature:



Name:

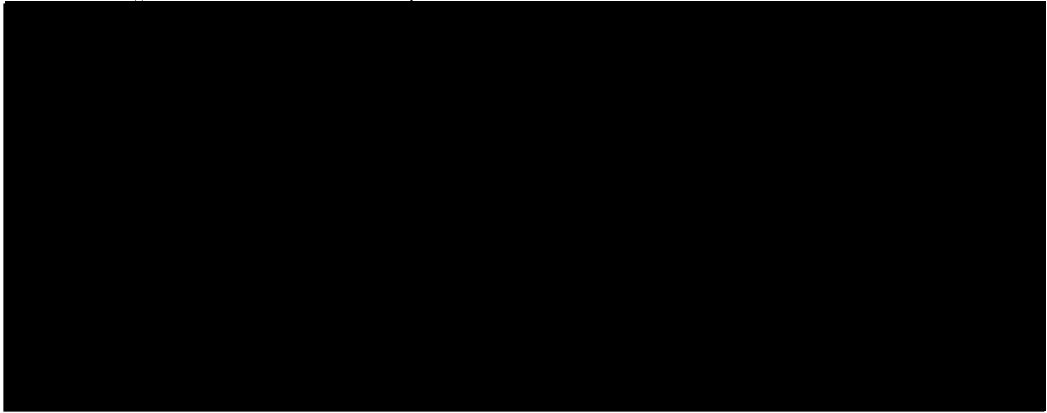
Chris Harkins

Title:

Partner

Date:

6-7-17



BINDING LETTER OF INTENT / OPTION TO LEASE

June 6, 2017

To: JH Holdings Group LLC

RE: BINDING LETTER OF INTENT TO LEASE C-16 LOT 82, MARIANO BISHOP BOULEVARD, FALL RIVER, MA

Dear Mr. Harkins:

This Binding Letter of Intent (“LOI”) is for the leasing of real property known as C-16 Lot 82, Mariano Bishop Boulevard, Fall River, MA.

- LANDLORD: JH Holdings Group LLC
- TENANT: Northeast Alternatives, Inc.
- USE: Registered Marijuana Dispensary (“RMD”) and any other lawful purpose under state and local law.
- EXCLUSIVE USE: Tenant shall have the exclusive use for a RMD and any other lawful purpose under state and local law.
- PREMISES: The property located at as C-16 Lot 82, Mariano Bishop Boulevard, Fall River, MA, including the approximately 35,000 sq. ft. building, and all other improvements thereon (the “Premises”).
- TERM OF LEASE: Five (5) year initial term with five (5) year option to extend.
- OPTION PERIOD: For a period of six (6) months following full execution of this LOI (the “Option Period”), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the “Option”). Such Option shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period.
- OPTION PAYMENT: Tenant will pay Landlord one hundred dollars (\$100) upon execution of this LOI in consideration of the Option Period.
- OPTION EXTENSION: Upon conclusion of the Option Period, Tenant will have the ability to extend the Option Period for six (6) months (“Extension Period”) by paying Landlord one hundred dollars (\$100). Tenant

shall have the exclusive right and option to lease the Premises during the Extension Period.

TERMINATION: This LOI may be terminated by Tenant at any time upon written notice to Landlord given during the Option Period or Extension Period.

LEASE: Upon Tenant’s exercise of the Option in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the “Lease”). Landlord and Tenant hereby agree to enter into a lease within sixty (60) days following Tenant’s exercise of the Option.

RENT: If the Option is exercised by Tenant, the Lease shall provide for rent to be paid by Tenant to Landlord at the rate not to exceed one-hundred forty-five thousand eight hundred and thirty-four dollars (\$145,834.00) per month, subject to the determination of a commercial appraisal of the Premises that such rental rate is fair and reasonable.

CONDITION: “As Is”

TRIPLE NET CHARGES: Tenant shall be responsible for all real estate taxes assessed against the Premises for the Term of the Lease, as applicable, as well as all maintenance. If applicable, Tenant shall be responsible during the Term of the Lease for maintaining all necessary insurance, naming Landlord as an additional insured.

UTILITIES: Tenant shall be responsible for all utilities supplied to and consumed upon the Premises during the Term of the Lease.

ASSIGNMENT & SUBLETTING: Subject to consent of the Landlord, Tenant shall have the right to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Tenant; (b) any entity succeeding to the business operated by Tenant at the Premises; (c) any subsidiary or affiliate of Tenant; or (d) any other party permissible under the law. Any assignment or sublease will require the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

ACCESS: During the Option Period or Extension Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises, but only when accompanied by Landlord or Landlord’s agent, for the purposes of planning the

layout of the space, measuring the premises, preparing architectural drawings and security layout of the Premises.

SIGNAGE: Exterior signage will be permitted during the Term of the Lease subject only to applicable laws. Landlord shall be responsible for the removal of any unwanted existing signage.

SECURITY DEPOSIT: N/A

BROKERAGE: N/A

TERMS OF AGREEMENT: Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that Tenant needs final approval for an RMD from the Massachusetts Department of Public Health and the Fall River, MA before Tenant is able to begin renovations. The Lease shall contain a contingency allowing for Tenant's early termination in the event that Tenant is unable to obtain necessary state and municipal approvals for an RMD at the Premises. Landlord and Tenant hereby agree to enter into a Lease within thirty (30) days following Tenant's exercise of the Option. The terms of this LOI shall govern until the Lease is executed.

IMPROVEMENTS: Tenant will bear the cost of all improvements to the Premises.

FURNISHING OF DOCUMENTS: Upon request, Landlord will supply Tenant with any documents in Landlord's possession to help in the approval process and will provide signatures as required for approvals involving the Premises.

EXCLUSIVITY: For the consideration paid pursuant to this LOI, Landlord will not offer the Premises for lease or sale to anyone other than Tenant during any Period referenced in this LOI. Landlord agrees to provide the Premises to Tenant within sixty (60) days following the execution of a Lease between Landlord and Tenant. Tenant shall not be obligated to make any payments to the Landlord during the time following execution of a Lease, and until Landlord provides the Premises to the Tenant exclusively.

CONFIDENTIALITY: The Parties agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this transaction; provided, however, that the terms of this LOI may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said Parties for purposes incidental to this agreement or to the conduct of business by said Parties.

Best Regards,

AGREED & ACCEPTED: LANDLORD: JH HOLDINGS GROUP LLC

Signature: _____

Name: _____

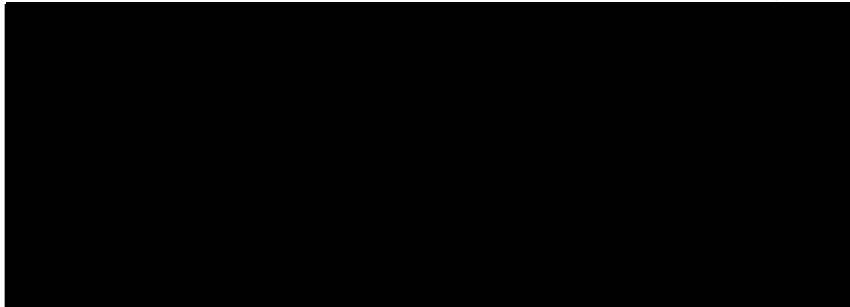
Title: _____

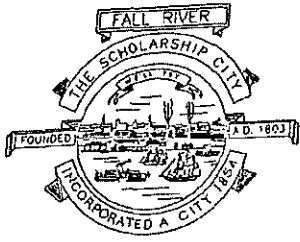
Date: _____

[Handwritten Signature]
Chris Hopkins
Partner

6-7-17

AGREED & ACCEPTED: TENANT/NORTHEAST ALTERNATIVES, INC.





City of Fall River
Massachusetts
Office of the Mayor

JASIEL F. CORREIA II
Mayor

May 23, 2017

Northeast Alternatives



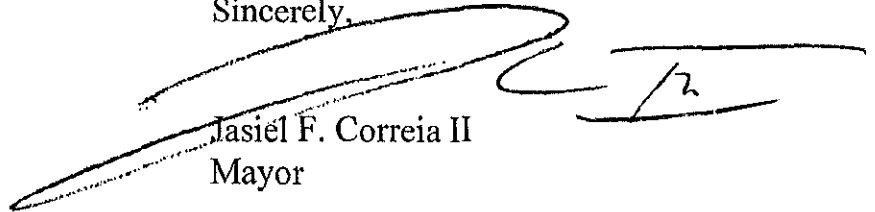
RE: Registered Marijuana Dispensary

Dear Mr. Harkins:

I, Jasiel F. Correia II, Mayor of the City of Fall River, do hereby provide this statement of non-opposition to Northeast Alternatives to operate a Registered Marijuana Dispensary ("RMD") in Fall River.

I have verified with the appropriate local officials that the proposed RMD facility is a permitted use by virtue of a valid variance. This letter is subject to withdrawal or revocation at any time.

Sincerely,



Jasiel F. Correia II
Mayor