Massachusetts Cannabis Industry Portal (MassCIP)

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Application #: MRN282412

About the Marijuana Establishment

*Please provide information on the Marijuana Establishment below. All fields marked with an * are required.*

Business Legal Name *
Revolutionary Clinics II, Inc.

Federal Tax Identification Number EIN/TIN *
[redacted]

Phone Number *
617-213-6006

Email Address *
jcrawford@publicpolicylaw.com

Business Address 1 *
9 Bartlet Street, Suite 335

Business Address 2

Business City *
Andover

Business State *
MA

Business Zip Code *
01810

Mailing Address 1 *
9 Bartlet Street, Suite 335

Mailing Address 2

Mailing City *
Andover

Mailing State *
MA

Mailing Zip Code *
01810

Certified Disadvantaged Business Enterprises (DBEs)

Certified Disadvantaged Business Enterprises (DBEs) *
Select all that apply.

- [ ] Disability-Owned Business
- [ ] Lesbian, Gay, Bisexual, and Transgender Owned Business
- [ ] Minority-Owned Business
- [ ] Veteran-Owned Business
- [ ] Woman-Owned Business

Not a DBE

Save & Stay On This Page Save & Go To Next Page >> Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

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Priority Applicant

*Some entities qualified for priority certification. Please indicate if this status applies to your Marijuana Establishment. All fields marked with an * are required.*

Priority Applicant *
Has the Marijuana Establishment been certified as an Economic Empowerment Priority Applicant or an RMD Priority Applicant?

Yes No

Priority Applicant Type *
If you have been approved as a priority applicant, select the certification type. If you are not a priority applicant, select "Not a Priority Applicant".

RMD Priority

Economic Empowerment Applicant Certification Number

If you selected "Economic Empowerment Priority" above enter yo

RMD Priority Certification Number

RP201849

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RMD Information

If you are a Registered Marijuana Dispensary (RMD) with a final or provisional certificate of registration in good standing with the Department of Public Health (DPH) may apply as an RMD Priority Applicant. By submitting this information, you consent to your information being exchanged between DPH and the Commission. Please provide proof of your RMD's registration status below.

If you are not a Registered Marijuana Dispensary, you may click on "Save & Go To Next Page"

Name of RMD

Revolutionary Clinics II, Inc.

Department of Public Health RMD Registration Number

RMD 405

Operational and Registration Status

The current state of your registration with the Department of Public Health (DPH)

- ◯ Obtained Final Certificate of Registration and is open for business in Massachusetts
- ◯ Obtained Final Certificate of Registration, but is not open for business in Massachusetts
- ◯ Obtained Provisional Certificate of Registration only
- ◯ Applied for Certificate of Registration, decision by DPH is pending
- ◯ Denied by DPH for Certificate of Registration as an RMD in Massachusetts

Certificate of Registration

Upload a scanned copy of your current Certificate of Registration (Provisional or Final) from the Department of Public Health

PDF

Document Name: RC Final Certificate of Registration .pdf

Document Category: Final Certificate

Upload Date: 2/19/19

Drag document(s) or click here

To your knowledge, is the existing RMD certificate of registration in good standing?

◯ Yes ◯ No

If no, describe the circumstances below

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC HEALTH

REGISTERED MARIJUANA DISPENSARY

FINAL CERTIFICATE OF REGISTRATION

In accordance with the provisions of Chapter 369 of the Acts of 2012, and 105 CMR 725.000 et seq., a final certificate of registration is hereby granted to:

The Cardiac Arrhythmia Syndromes Foundation, Inc.

for the operation of a Registered Marijuana Dispensary (RMD).

Certificate of Registration Number: 015

RMD Permitted to Operate at the Following Addresses

Cultivation: 1 Oak Hill Road, Fitchburg, MA 01240

Processing: 1 Oak Hill Road, Fitchburg, MA 01240

Dispensing: 67 Broadway Street, Somerville, MA 02145

Monica Bharel, MD, MPH | Commissioner
Department of Public Health

6/26/17
Date Issued

This Final Certificate of Registration is subject to conditions listed in a separate document on file with the Department of Public Health and available for review at www.mass.gov/medicalmarijuana

POST CONSPICUOUSLY

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Persons with Direct or Indirect Authority

Provide demographic information for all executives, managers, or other persons having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment. You will need to provide additional information on individuals identified here in the Background Check packet.

To add another person click the "Add a Person" button at the bottom of the page.

*All fields marked with an * are required.*

Person with Direct or Indirect Authority 1

Percentage Of Ownership *: 0

Percentage Of Control *: 16.66

Role *: Board Member

Other Role: If Other was selected for role

First Name *: Keith

Middle Name:

Last Name *: Cooper

Suffix:

Former Last Name: (e.g. maiden name)

Alias - 1:

Alias - 2:

Alias - 3:

Phone *: [redacted]

Email *: keithc@revclinics.org

Primary Address 1 *: [redacted]

Primary Address 2:

City *: Wayland

State *: MA

Zip Code *: 01778

Gender *: Male

User Defined Gender:

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity

☐ Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 2

Percentage Of Ownership *
0

Percentage Of Control *
16.66

Role *
Board Member

Other Role
If Other was selected for role

First Name *
Gregory

Middle Name

Last Name *
Ansin

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Phone *
[redacted]

Email *
[redacted]

Primary Address 1 *
[redacted]

Primary Address 2

City *
Boston

State *
MA

Zip Code *
02116

Gender *
Male

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- ☐ White (German, Irish, English, Italian, Polish, French)
- ☐ Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- ☐ Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- ☐ Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- ☐ American Indian or Alaska Native
- ☐ Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- ☐ Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- ☐ Some Other Race or Ethnicity
- ☐ Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 3

Percentage Of Ownership *
0

Percentage Of Control *
16.66

Role *
Board Member

Other Role
If Other was selected for role

First Name * Middle Name Last Name * Suffix Former Last Name

First Name	Middle Name	Last Name	Suffix	Former Last Name
Lillian		Montalto		(e.g. maiden name)

Alias - 1 Alias - 2 Alias - 3

Phone * [redacted]

Email * [redacted]

Primary Address 1 * [redacted]

Primary Address 2

City * Andover

State * MA

Zip Code * 01810

Gender * Female

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 4

Percentage Of Ownership * 0

Percentage Of Control * 16.66

Role * Board Member

Other Role If Other was selected for role

First Name *	Middle Name	Last Name *	Suffix	Former Last Name
Robert		Bohlen		(e.g. maiden name)

Alias - 1 Alias - 2 Alias - 3

Phone * [redacted]

Email * [redacted]

Primary Address 1 * [redacted]

Primary Address 2

City * Andover

State * MA

Zip Code * 01810

Gender *

User Defined Gender

Gender: Male

User Defined Gender:

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 5

Percentage Of Ownership *: 0

Percentage Of Control *: 16.66

Role *: Board Member

Other Role: If Other was selected for role

First Name *: Tyler

Middle Name:

Last Name *: Richards

Suffix:

Former Last Name: (e.g. maiden name)

Alias - 1:

Alias - 2:

Alias - 3:

Phone *: [redacted]

Email *: [redacted]

Primary Address 1 *: [redacted]

Primary Address 2:

City *: Andover

State *: MA

Zip Code *: 01810

Gender *: Male

User Defined Gender:

What is this person's race or ethnicity? *
Mark all boxes that apply

- White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 6

Percentage Of Ownership *
0

Percentage Of Control *
16.66

Role *
Board Member

Other Role
If Other was selected for role

First Name *
Jayne

Middle Name

Last Name *
Vining

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Phone *
[redacted]

Email *
[redacted]

Primary Address 1 *
[redacted]

Primary Address 2

City *
Stoneham

State *
MA

Zip Code *
02180

Gender *
Female

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 7

Percentage Of Ownership *
0

Percentage Of Control *
0

Role *
Executive / Officer

Other Role
If Other was selected for role

First Name *
Bert

Middle Name

Last Name *
Vining

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1 Alias - 2 Alias - 3

Phone * [redacted]

Email * [redacted]

Primary Address 1 * [redacted]

Primary Address 2

City * Hampstead

State * NH

Zip Code * 03841

Gender * Male

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 8

Percentage Of Ownership * 0

Percentage Of Control * 0

Role * Executive / Officer

Other Role If Other was selected for role

First Name * Scott

Middle Name

Last Name * Murphy

Suffix

Former Last Name (e.g. maiden name)

Alias - 1 Alias - 2 Alias - 3

Phone * [redacted]

Email * [redacted]

Primary Address 1 * [redacted]

Primary Address 2

City * Maynard

State * MA

Zip Code * 01754

Gender * Male

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 9

Percentage Of Ownership *
0

Percentage Of Control *
0

Role *
Executive / Officer

Other Role
If Other was selected for role

First Name *
Thomas

Middle Name

Last Name *
Scheinder

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Phone *
[redacted]

Email *
[redacted]

Primary Address 1 *
[redacted]

Primary Address 2

City *
Winchester

State *
MA

Zip Code *
01890

Gender *
Male

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 10

Percentage Of Ownership *
0

Percentage Of Control *
0

Role *
Manager

Other Role
If Other was selected for role

First Name *
Christine

Middle Name

Last Name *
Champagne

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Phone *
[redacted]

Email *
[redacted]

Primary Address 1 *
[redacted]

Primary Address 2

City *
Enfield

State *
CT

Zip Code *
06082

Gender *
Female

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 11

Percentage Of Ownership *
0

Percentage Of Control *
0

Role *
Manager

Other Role
If Other was selected for role

First Name *
Shaka

Middle Name

Last Name *
Ramsay

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Phone *
[redacted]

Email *
[redacted]

Primary Address 1 *
[redacted]

Primary Address 2

City *
Cambridge

State *
MA

Zip Code *
02138

Gender *
Male

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 12

Percentage Of Ownership *
0

Percentage Of Control *
0

Role *
Manager

Other Role
If Other was selected for role

First Name *
Judith

Middle Name

Last Name *
Gosselin

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Phone *
[redacted]

Email *
[redacted]

Primary Address 1 *
[redacted]

Primary Address 2

City *
Revere

State *
MA

Zip Code *
02151

Gender *
Female

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
- [ ] Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Person with Direct or Indirect Authority 13

Percentage Of Ownership *
0

Percentage Of Control *
0

Role *
Manager

Other Role
If Other was selected for role

First Name *
Michele

Middle Name

Last Name *
Andolina

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Phone *
[redacted]

Email *
[redacted]

Primary Address 1 *
[redacted]

Primary Address 2

City *
Somerville

State *
MA

Zip Code *
02143

Gender *
Male

User Defined Gender

What is this person's race or ethnicity? *
Mark all boxes that apply

- [ ] White (German, Irish, English, Italian, Polish, French)
- [ ] Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
- [ ] Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
- [ ] Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
- [ ] American Indian or Alaska Native
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- [ ] Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)
- [ ] Some Other Race or Ethnicity
- [ ] Decline to Answer

Specify Race or Ethnicity

Enter the specific race(s) or ethnicity(ies) the person identifies a

Add a Person

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Entities with Direct or Indirect Authority

Provide information for all entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment. You will need to provide additional information on individuals identified here in the Background Check packet.

To add another entity click the "Add an Entity" button at the bottom of the page.

*All fields marked with an * are required.*

Entity with Direct or Indirect Authority 1

Percentage of Ownership *
100

Percentage of Control *
0

Entity Legal Name *
CD Services of America, LLC

Entity DBA
Doing-Business-As

DBA City
Massachusetts city where the DBA is registered

Entity Description *
Owner

Foreign Subsidiary Narrative
If this entity is a subsidiary or otherwise related to an entity that is a foreign entity please describe the relationship and identify the name of the foreign country.

Entity Phone *
[redacted]

Entity Email *
[redacted]

Entity Website

Entity Address 1 *
[redacted]

Entity Address 2

Entity City *
Andover

Entity State *
MA

Entity Zip Code *
01810

Entity Mailing Address 1 *
[redacted]

Entity Mailing Address 2

Entity Mailing City *
Andover

Entity Mailing State *
MA

Entity Mailing Zip Code *
01810

Relationship Description *

Describe the relationship between the Marijuana Establishment and the entity that has direct or indirect authority. Provide details about how that authority is exercised.

CD Services of America, LLC is the owner of Revolutionary Clinics II, Inc. This entity provides funding for the Marijuana Establishment.

Add an Entity

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Close Associates and Members

Provide information about all Close Associates and Members of the applicant.

Close Associate means a person who holds a relevant managerial, operational or financial interest in the business of an applicant or licensee and, by virtue of that interest or power, is able to exercise a significant influence over the management, operations or finances of a Marijuana Establishment licensed under 935 CMR 500.000.

If there are no individuals meeting the above criteria, click the "Save & Go To Next Page" button at the bottom of the page.

To add individuals as close associates or members, click the "Add an Individual" at the bottom of the page.

*All fields marked with an * are required.*

Add an Individual

<< Go To Previous Page Save & Stay On This Page Save & Go To Next Page >> Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Massachusetts Cannabis Industry Portal (MassCIP) JY

Cannabis Control Commission > My Licenses > Marijuana Retailer

1 About the Marijuana Establishment | 2 Priority Applicant | 3 RMD Information | 4 Persons with Direct or Indirect Authority | 5 Entities with Direct or Indirect Authority | 6 Close Associates and Members | 7 Capital Resources - Individuals | 8 Capital Resources - Entities | 9 Business Interests in other States or Countries | 10 Disclosure of Individual Interests | 11 Individual Interest Documentation | 12 Marijuana Establishment Property Details | 13 Host Community Information | 14 Plan for Positive Impact

Application #: MRN282412

Capital Resources - Individuals

Provide information about individuals that have or will contribute 10% or more to the initial capital for the Marijuana Establishment.

If there are no individuals meeting the above criteria, click the "Save & Go To Next Page" button at the bottom of the page.

To add an individual, click the "Add an Individual" button below.

*All fields marked with an * are required.*

Add an Individual

Capital Resources Documentation - Individuals

Please provide documentation that establishes:

- *The existence of the funds*
- *Certification that the funds were legally obtained*
- *Amount(s) and source(s) of the funds provided to the applicant including, but not limited to, funds from any individual that will be contributing capital resources for the purposes of establishing or operating the identified Marijuana Establishment*

Amounts and Sources of Capital Documentation

Documentation detailing the amounts and sources of capital resources available to the applicant from any entity that will be contributing capital resources to the applicant for purposes of establishing or operating the identified Marijuana Establishment for each license applied for.

Drag document(s) or click here

<< Go To Previous Page | Save & Stay On This Page | Save & Go To Next Page >> | Exit

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Massachusetts Cannabis Industry Portal (MassCIP) JY

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Application #: MRN282412

Capital Resources - Entities

Provide information about entities that have or will contribute 10% or more to the initial capital for the Marijuana Establishment.

If there are no entities meeting the above criteria, click the "Save & Go To Next Page" button at the bottom of the page.

To add an entity, click the "Add an Entity" button below.

*All fields marked with an * are required.*

Entity Contributing Capital 1

Entity Legal Name *
CD Services of America, LLC

Entity DBA

Email *
[redacted]

Phone *
[redacted]

Address 1 *
[redacted]

Address 2

City *
Andover

State *
MA

Zip Code *
01810

Types of Capital *
Select all that apply.
- [ ] Monetary/Equity
- [ ] Debt
- [ ] Land
- [ ] Buildings
- [ ] Other

Other Type of Capital
If other was selected, specify h

Total Value of Capital Provided *
100

Percentage of Initial Capital *
100

Capital Attestation *
The funds identified above that were used to invest in or finance the Marijuana Establishment were lawfully earned or obtained.
- [ ] Yes

Add an Entity

Capital Resources Documentation - Entity

Please provide documentation that establishes:

- *The existence of the funds*
- *Certification that the funds were legally obtained*
- *Amount(s) and source(s) of the funds provided to the applicant including, but not limited to, funds from any individual that will be contributing capital resources for the purposes of establishing or operating the identified Marijuana Establishment*

Amounts and Sources of Capital Documentation

Document Name: CD Services Bank Statement 6.29.18.pdf

PDF

Document Category: Existence of Capital Verification

Upload Date: 2/19/19

Drag document(s) or click here

<< Go To Previous Page Save & Stay On This Page Save & Go To Next Page >> Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Enterprise Bank
222 Merrimack Street | Lowell, MA 01852

Statement Ending 06/29/2018

ADDRESS SERVICE REQUESTED

C D SERVICES OF AMERICA LLC
89 N MAIN ST STE 202
ANDOVER MA 01810-6503

Managing Your Accounts

Customer Service:	877-671-2265
Visit Us Online:	EnterpriseBanking.com
Mailing Address:	222 Merrimack Street Lowell, MA 01852
Telebanc:	800-464-BANK (2265)

Engage With Us!

facebook.com/EnterpriseBank
EnterpriseBank
Enterprise Bancorp
EnterpriseBanking
EnterpriseBanking

Summary of Accounts

Account Type	Account Number	Ending Balance
Free Business Checking	[redacted]	$11,521,412.38

Free Business Checking - [redacted]

Account Summary

Date	Description	Amount		
06/01/2018	**Beginning Balance**	**$14,008,344.86**	Average Available Balance	$13,516,124.76
	5 Credit(s) This Period	$1,201,205.16		
	171 Debit(s) This Period	$3,688,137.64		
06/29/2018	**Ending Balance**	**$11,521,412.38**		

Deposits

Date	Description	Amount
06/08/2018	DEPOSIT	$100,000.00
06/14/2018	CACHET BANQ 180613-08	$705.16
06/22/2018	COMMONWEALTH DEP REFUND A26759	$500.00

EQUAL HOUSING LENDER Member FDIC

DEBITS OUTSTANDING			
CHECK, POS, ATM	AMOUNT		
		4. Enter the balance shown on this statement.	
		5. If you have made deposits since the date of this statement add them to the above balance.	
		6. SUBTOTAL.	
		7. Deduct total of Debits outstanding.	
		8. ADJUSTED BALANCE This should agree with your checkbook.	
TOTAL OF DEBITS OUTSTANDING			

TO VERIFY YOUR CHECKING BALANCE:

1. Compare check images with your check stubs and prior outstanding list. Make certain all checks paid have been recorded in your checkbook. If any of your checks, POS, ATM etc were not included with this statement, list the items and amounts under "DEBITS OUTSTANDING."
2. Deduct the Service Charge as shown on this statement from your checkbook balance.
3. Review copies of charge advices included with this statement and check for proper entry in your checkbook.

IF THE ADJUSTED BALANCE DOES NOT AGREE WITH YOUR CHECKBOOK BALANCE, THE FOLLOWING SUGGESTIONS ARE OFFERED FOR YOUR ASSISTANCE:

- Recheck additions and subtractions in your checkbook and figures to the left.
- Make certain checkbook balances have been carried forward properly.
- Verify deposits recorded on statement against deposits entered in checkbook.
- Compare amount on each check with amount on checkbook stub.

Send Questions to: ENTERPRISE BANK, 222 MERRIMACK STREET, LOWELL, MA 01852
Or Contact Us Toll Free at: 877-671-2265

In Case of Errors or Questions About Your Statement of Loan Account

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet) at our address shown above. We must hear from you no later than 60 days after the open-ended loan statement was mailed or otherwise delivered to you. You can telephone us, but doing so does not preserve your rights. Your written letter must include:

(1) Your name and account number.
(2) A description of the error or transfer and why (to the extent you can explain) you believe it is an error.
(3) The dollar amount of the suspected error.

You remain obligated to pay the amount on your statement not in dispute, but you do not have to pay any amount in dispute during the time the Bank is resolving the dispute. During that same time the Bank may not take any action to collect disputed amounts or report disputed amounts as delinquent.

This is a summary of your rights, a full statement of your rights and the Bank's responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing (statement) error notice.

If you have authorized us to pay your open-ended bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business days before the automatic payment is scheduled to occur.

THE FINANCE CHARGE is computed by multiplying the daily loan balance, if any, by the periodic rate of 1/365 of the Annual Percentage Rate to produce the daily finance charge accrual. The sum of these daily finance charges during the statement cycle is the Finance Charge for the billing period.

IMPORTANT NOTICE CONCERNING PAYMENTS: Payments will be credited the same day as received if mailed to Enterprise Bank 222 Merrimack St. Lowell, MA. 01852

In Case of Errors or Questions About Your Electronic Funds Transfers

Telephone or write us at our number or address shown above as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days if the transfer involves a new account), we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes to complete our investigation.

Privacy Notice:

Federal Law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at **https://www.enterprisebanking.com/privacynotice.html** or we will mail you a free copy upon request if you call us at 1-877-671-2265.

Free Business Checking - [redacted] (continued)

Other Credits

Date	Description	Amount
06/01/2018	Incoming Wire from JM10- FFF LLC 29141678	$1,000,000.00
06/29/2018	Incoming Wire from ZHUOMING SUN 29549327	$100,000.00

Other Debits

Date	Description	Amount
06/01/2018	Wire Transfer-Incoming Domestic/International Chg 29141678	$10.00
06/01/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-701 SOMERVILLE SOMERVILLE MA	$36.35
06/01/2018	WCRIBMA WCRIBMA WCBTRVXXXXX3456	$7,611.00
06/04/2018	COMMONWEALTH DEP PAYMENT CK A26527	$500.00
06/04/2018	COMM OF MASS EFT MA DOR PAY XXXXXX4832	$5,915.56
06/05/2018	STAR2STAR RECEIVABLE 682393	$141.95
06/05/2018	STAR2STAR RECEIVABLE 682323	$244.73
06/06/2018	CD Services of A WURK FEES CD Services - E	$581.70
06/06/2018	CD Services of A PAYROLL CD Services - E	$68,774.93
06/07/2018	CD Services of A WURK FEES CD Services - E	$13.85
06/07/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-701 SOMERVILLE SOMERVILLE MA	$30.00
06/07/2018	COMMONWEALTH DEP PAYMENT CK A26628	$500.00
06/07/2018	PAYROLL TAX MANA TAXDRAFT PAYROLL TAX MAN	$2,449.16
06/07/2018	CD Services of A PAYROLL CD Services - E	$4,345.68
06/07/2018	PAYROLL TAX MANA TAXDRAFT PAYROLL TAX MAN	$30,628.79
06/08/2018	EXPERTPAY EXPERTPAY XXXXX1834	$256.21
06/08/2018	COMMONWEALTH DEP PAYMENT CK A26646	$500.00
06/11/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-295 SALEM ST READING MA	$26.65
06/13/2018	COMMONWEALTH DEP PAYMENT CK A26757	$500.00
06/14/2018	EVERSOURCE WEB PAY 84115347061318	$37.92
06/14/2018	EVERSOURCE WEB PAY 84115348061318	$148.20
06/14/2018	COMMONWEALTH DEP PAYMENT CK A26759	$500.00
06/14/2018	COMMONWEALTH DEP PAYMENT CK A26780	$500.00
06/14/2018	COMMONWEALTH DEP PAYMENT CK A26782	$500.00
06/14/2018	EVERSOURCE WEB PAY 84115350061318	$569.03
06/14/2018	TUFTS HP TUFTS ASSOCIATED	$932.57
06/14/2018	TUFTS HP TUFTS ASSOCIATED	$18,273.28
06/15/2018	IC FEE FTCHBURG WEB PAYMNT 5171188	$0.40
06/15/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-701 SOMERVILLE SOMERVILLE MA	$30.86
06/15/2018	COMMONWEALTH DEP PAYMENT CK A26794	$500.00
06/15/2018	COMMONWEALTH DEP PAYMENT CK A26801	$500.00
06/15/2018	CITY OF FITCHBRG TAX 5171163	$538.56
06/15/2018	FEDEX EBILLPYMTS 307845	$724.17
06/15/2018	EDI PAYMNT MICROSOFT 6041 TRN* 1* Z20OS70D1M4L\	$935.00
06/18/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-376 RIVER ST FITCHBURG MA	$32.56
06/18/2018	COMMONWEALTH DEP PAYMENT CK A26390	$500.00
06/18/2018	COMMONWEALTH DEP PAYMENT CK A26798	$500.00
06/18/2018	COMMONWEALTH DEP PAYMENT CK A26807	$500.00
06/20/2018	COMMONWEALTH DEP PAYMENT CK A26902	$500.00
06/20/2018	COMMONWEALTH DEP PAYMENT CK A26884	$500.00
06/20/2018	COMMONWEALTH DEP PAYMENT CK A26882	$500.00
06/20/2018	COMMONWEALTH DEP PAYMENT CK A26844	$500.00
06/20/2018	COMMONWEALTH DEP PAYMENT CK A26901	$500.00
06/20/2018	CAS WURK FEES CD Services - E	$567.85
06/20/2018	CAS PAYROLL CD Services - E	$69,453.77
06/21/2018	STOP ITEM CHARGE(S)	$15.00
06/21/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-701 SOMERVILLE SOMERVILLE MA	$28.39
06/21/2018	VERIZON VZ BillPay 9783454302634	$454.70
06/21/2018	VERIZON VZ BillPay 9783424224014	$545.70
06/21/2018	MARLIN BUSINESS MAN PAYS 401-1665162-001	$880.53
06/21/2018	BankDirect Capit WEB PMTS P7Z5L9	$2,247.90

Free Business Checking - [redacted] (continued)

Other Debits (continued)

Date	Description	Amount
06/21/2018	BankDirect Capit WEB PMTS FFZ5L9	$2,247.90
06/21/2018	StaplesBusCr VENDOR PMT	$2,741.21
06/21/2018	BankDirect Capit WEB PMTS 3QY5L9	$2,839.47
06/21/2018	BankDirect Capit WEB PMTS 8H68L9	$3,871.55
06/21/2018	PAYROLL TAX MANA TAXDRAFT PAYROLL TAX MAN	$30,395.09
06/22/2018	EXPERTPAY EXPERTPAY XXXXX1834	$256.21
06/22/2018	ACHMA VISB BILL PYMNT 6872691	$291.28
06/22/2018	COMCAST CABLE 5277819	$460.56
06/22/2018	COMMONWEALTH DEP PAYMENT CK A26919	$500.00
06/22/2018	COMMONWEALTH DEP PAYMENT CK A26915	$500.00
06/22/2018	COMMONWEALTH DEP PAYMENT CK A26925	$500.00
06/22/2018	COMMONWEALTH DEP PAYMENT CK A26916	$500.00
06/22/2018	COMMONWEALTH DEP PAYMENT CK A26917	$500.00
06/22/2018	COMMONWEALTH DEP PAYMENT CK A26918	$500.00
06/26/2018	CAS WURK FEES CD Services - E	$13.85
06/26/2018	PAYROLL TAX MANA TAXDRAFT PAYROLL TAX MAN	$1,060.00
06/26/2018	CAS PAYROLL CD Services - E	$1,631.25
06/27/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-376 RIVER ST FITCHBURG MA	$35.35
06/27/2018	ULINE SUPPLIES 6736337	$644.26
06/28/2018	STAR2STAR RECEIVABLE 682393	$141.05
06/28/2018	STAR2STAR RECEIVABLE 682323	$244.73
06/29/2018	Wire Transfer-Incoming Domestic/International Chg 29549327	$10.00
06/29/2018	POS CUMBERLAND FARMS PREAUTHPMT CUMBERLAND F-701 SOMERVILLE SOMERVILLE MA	$38.36

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
2067	06/21/2018	$500.00	2142	06/05/2018	$1,750.00	2174	06/22/2018	$4,500.00
2088*	06/08/2018	$426.56	2143	06/05/2018	$10,000.00	2176*	06/19/2018	$2,700.00
2099*	06/25/2018	$1,415.05	2144	06/07/2018	$4,000.00	2177	06/19/2018	$108.49
2107*	06/11/2018	$5,000.00	2145	06/04/2018	$11,987.80	2178	06/19/2018	$1,276.08
2114*	06/06/2018	$17,850.00	2148*	06/04/2018	$138,203.85	2179	06/18/2018	$7,500.00
2115	06/04/2018	$3,600.00	2149	06/04/2018	$85,136.77	2180	06/22/2018	$6,102.47
2116	06/04/2018	$12,550.13	2150	06/06/2018	$40,780.00	2181	06/25/2018	$889.29
2117	06/14/2018	$9,527.50	2151	06/13/2018	$10,000.00	2182	06/19/2018	$1,813.99
2119*	06/26/2018	$1,000.00	2152	06/08/2018	$727.23	2183	06/19/2018	$233.16
2120	06/04/2018	$150.82	2153	06/07/2018	$35,115.22	2185*	06/19/2018	$30,666.67
2121	06/04/2018	$6,000.00	2154	06/11/2018	$400.00	2186	06/18/2018	$195.00
2122	06/13/2018	$3,000.00	2155	06/13/2018	$57,475.42	2187	06/20/2018	$65.57
2123	06/07/2018	$712.00	2156	06/18/2018	$35,196.96	2188	06/21/2018	$468.75
2124	06/01/2018	$1,314.82	2157	06/13/2018	$2,000.00	2189	06/21/2018	$1,381.24
2125	06/12/2018	$12,249.92	2158	06/26/2018	$25,000.00	2190	06/20/2018	$7,275.00
2126	06/06/2018	$11,977.30	2159	06/14/2018	$54,166.67	2191	06/19/2018	$300.00
2127	06/07/2018	$200.00	2160	06/19/2018	$14,000.00	2192	06/19/2018	$527.72
2129*	06/04/2018	$240.00	2161	06/18/2018	$13,094.45	2194*	06/18/2018	$6,349.70
2130	06/04/2018	$49,374.00	2162	06/26/2018	$5,343.54	2195	06/20/2018	$435.00
2131	06/07/2018	$26,161.93	2164*	06/26/2018	$60.00	2196	06/15/2018	$92,073.21
2132	06/05/2018	$6,000.00	2165	06/18/2018	$6,925.00	2197	06/25/2018	$13,950.49
2133	06/07/2018	$5,950.00	2166	06/20/2018	$4,000.00	2198	06/25/2018	$12,500.00
2134	06/08/2018	$9,779.75	2167	06/21/2018	$1,800.00	2199	06/15/2018	$158,549.03
2135	06/04/2018	$250.74	2168	06/19/2018	$2,407.67	2200	06/15/2018	$177,437.50
2136	06/04/2018	$5,000.00	2169	06/20/2018	$366.00	2201	06/18/2018	$705.16
2137	06/04/2018	$2,500.00	2170	06/21/2018	$89,000.00	2203*	06/19/2018	$3,350.00
2138	06/06/2018	$5,000.00	2171	06/18/2018	$390.01	2204	06/22/2018	$28,789.86
2140*	06/04/2018	$264,245.02	2172	06/18/2018	$338,219.96	2205	06/19/2018	$563.14
2141	06/06/2018	$7,500.00	2173	06/19/2018	$1,857.00	2206	06/22/2018	$205,296.43

Free Business Checking - [redacted] (continued)

Checks Cleared (continued)

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
2216*	06/28/2018	$6,000.00	2242*	06/28/2018	$6,999.98	10037	06/12/2018	$890.37
2225*	06/27/2018	$18,500.00	2243	06/29/2018	$25,000.00	10038	06/25/2018	$1,801.73
2237*	06/27/2018	$704,443.09	9999*	06/22/2018	$1,366.82			
2238	06/27/2018	$420,583.09	10036*	06/11/2018	$1,765.45			

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
06/01/2018	$14,999,372.69	06/12/2018	$14,200,988.62	06/21/2018	$12,918,281.12
06/04/2018	$14,413,718.00	06/13/2018	$14,128,013.20	06/22/2018	$12,668,717.49
06/05/2018	$14,395,581.32	06/14/2018	$14,043,563.19	06/25/2018	$12,638,160.93
06/06/2018	$14,243,117.39	06/15/2018	$13,612,274.46	06/26/2018	$12,604,052.29
06/07/2018	$14,133,010.76	06/18/2018	$13,202,165.66	06/27/2018	$11,459,846.50
06/08/2018	$14,221,321.01	06/19/2018	$13,142,361.74	06/28/2018	$11,446,460.74
06/11/2018	$14,214,128.91	06/20/2018	$13,057,698.55	06/29/2018	$11,521,412.38

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

Massachusetts Cannabis Industry Portal (MassCIP) JY

Cannabis Control Commission > My Licenses > Marijuana Retailer

1 About the Marijuana Establishment | 2 Priority Applicant | 3 RMD Information | 4 Persons with Direct or Indirect Authority | 5 Entities with Direct or Indirect Authority | 6 Close Associates and Members | 7 Capital Resources - Individuals | 8 Capital Resources - Entities | 9 Business Interests in other States or Countries | 10 Disclosure of Individual Interests | 11 Individual Interest Documentation | 12 Marijuana Establishment Property Details | 13 Host Community Information | 14 Plan for Positive Impact

Application #: MRN282412

Business Interests in other States or Countries

Provide information about all past or present business interests of the Marijuana Establishment and its owners in other states or countries.

If there are no entities meeting the above criteria, click the "Save & Go To Next Page" button at the bottom of the page.

To add entities click on the "Add an Entity" button below.

*All fields marked with an * are required.*

Add an Entity

Business Interest Documentation

Please upload documentation for each of the business interests listed above.

Supporting Document

Drag document(s) or click here

<< Go To Previous Page Save & Stay On This Page Save & Go To Next Page >> Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Massachusetts Cannabis Industry Portal (MassCIP)

Cannabis Control Commission > My Licenses > Marijuana Retailer

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13 Host Community Information
14 Plan for Positive Impact

Application #: MRN282412

Disclosure of Individual Interests

Provide information about the interest of each individual named in the application in any Marijuana Establishment application for licensure or in any Marijuana Establishment that has been licensed.

If there are no individuals meeting the above criteria, click the "Save & Go To Next Page" button at the bottom of the page.

To add individuals, click on the "Add an Individual" button below.

*All fields marked with an * are required.*

Individual 1

First Name *: Keith
Middle Name:
Last Name *: Cooper
Suffix:
Former Last Name: (e.g. maiden name)

Alias - 1:
Alias - 2:
Alias - 3:

Primary Address 1 *: [redacted]
Primary Address 2:

City *: Wayland
State *: MA
Zip Code *: 01778

Marijauan Establishment Name *: Revolutionary Clinics II, Inc.
Business Type *: Marijuana Cultivator

Marijuana Establishment City *: Fitchburg
Marijauan Establishment State *: MA

Individual 2

First Name *: Ryan
Middle Name:
Last Name *: Ansin
Suffix:
Former Last Name: (e.g. maiden name)

Alias - 1:
Alias - 2:
Alias - 3:

Primary Address 1 *: [redacted]
Primary Address 2:

City *: Boston
State *: MA
Zip Code *: 02116

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Cultivator

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 3

First Name *
Lillian

Middle Name

Last Name *
Montalto

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Andover

State *
MA

Zip Code *
01810

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Cultivator

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 4

First Name *
Robert

Middle Name

Last Name *
Bohlen

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Andover

State *
MA

Zip Code *
01810

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Cultivator

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 5

First Name * Tyler
Middle Name
Last Name * Richards
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Andover
State * MA
Zip Code * 01810

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Cultivator

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 6

First Name * Jayne
Middle Name
Last Name * Vining
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Stoneham
State * MA
Zip Code * 02180

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Cultivator

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 7

First Name * Bert
Middle Name
Last Name * Vining
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City *
State *
Zip Code *

Hampstead NH 03841

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Cultivator

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 8

First Name *
Scott

Middle Name

Last Name *
Murphy

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Maynard

State *
MA

Zip Code *
01754

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Cultivator

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 9

First Name *
Seth

Middle Name

Last Name *
Yaffe

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Boston

State *
MA

Zip Code *
02118

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Cultivator

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 10

First Name * Thomas
Middle Name
Last Name * Schneider
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Winchester
State * MA
Zip Code * 01890

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Cultivator

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 11

First Name * Christine
Middle Name
Last Name * Champagne
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Enfield
State * CT
Zip Code * 06082

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Cultivator

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 12

First Name * Shaka
Middle Name
Last Name * Ramsay
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Cambridge
State * MA
Zip Code * 02138

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Cultivator

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 13

First Name * Judith
Middle Name
Last Name * Gosselin
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Revere
State * MA
Zip Code * 02151

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Cultivator

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 14

First Name * Zachary
Middle Name
Last Name * Cattan
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Boxford
State * MA
Zip Code * 01921

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Cultivator

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 15

First Name *: Matthew
Middle Name:
Last Name *: Morello
Suffix:
Former Last Name (e.g. maiden name):

Alias - 1:
Alias - 2:
Alias - 3:

Primary Address 1 *: [redacted]
Primary Address 2:

City *: Atkinson
State *: NH
Zip Code *: 03811

Marijauan Establishment Name *: Revolutionary Clinics II, Inc.
Business Type *: Marijuana Cultivator

Marijuana Establishment City *: Fitchburg
Marijauan Establishment State *: MA

Individual 16

First Name *: Michele
Middle Name:
Last Name *: Andolina
Suffix:
Former Last Name (e.g. maiden name):

Alias - 1:
Alias - 2:
Alias - 3:

Primary Address 1 *: [redacted]
Primary Address 2:

City *: Somerville
State *: MA
Zip Code *: 02143

Marijauan Establishment Name *: Revolutionary Clinics, Inc.
Business Type *: Marijuana Cultivator

Marijuana Establishment City *: Fitchburg
Marijauan Establishment State *: MA

Individual 17

First Name *: Keith
Middle Name:
Last Name *: Cooper
Suffix:
Former Last Name (e.g. maiden name):

Alias - 1:
Alias - 2:
Alias - 3:

Primary Address 1 *
[redacted]

Primary Address 2

City * Wayland

State * MA

Zip Code * 01778

Marijauan Establishment Name * Revolutionary Clinics II, Inc.

Business Type * Marijuana Product Manufacture

Marijuana Establishment City * Fitchburg

Marijauan Establishment State * MA

Individual 18

First Name * Gregory

Middle Name

Last Name * Ansin

Suffix

Former Last Name (e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City * Boston

State * MA

Zip Code * 02116

Marijauan Establishment Name * Revolutionary Clinics II, Inc.

Business Type * Marijuana Product Manufacture

Marijuana Establishment City * Fitchburg

Marijauan Establishment State * MA

Individual 19

First Name * Lillian

Middle Name

Last Name * Montalto

Suffix

Former Last Name (e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City * Andover

State * MA

Zip Code * 01810

Marijauan Establishment Name * Revolutionary Clinics II, Inc.

Business Type * Marijuana Product Manufacture

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 20

First Name *
Robert

Middle Name

Last Name *
Bohlen

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Andover

State *
MA

Zip Code *
01810

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Product Manufacture

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 21

First Name *
Tyler

Middle Name

Last Name *
Richards

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Andover

State *
MA

Zip Code *
01810

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Product Manufacture

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 22

First Name *
Jayne

Middle Name

Last Name *
Vining

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1 | Alias - 2 | Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City * Stoneham
State * MA
Zip Code * 02180

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Product Manufacture

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 23

First Name * Bert
Middle Name
Last Name * Vining
Suffix
Former Last Name (e.g. maiden name)

Alias - 1 | Alias - 2 | Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City * Hampstead
State * NH
Zip Code * 03841

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Product Manufacture

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 24

First Name * Scott
Middle Name
Last Name * Murphy
Suffix
Former Last Name (e.g. maiden name)

Alias - 1 | Alias - 2 | Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City * Maynard
State * MA
Zip Code * 01754

Marijauan Establishment Name * | Business Type *

Marijuana Establishment Name: Revolutionary Clinics II, Inc.
Business Type: Marijuana Product Manufacture
Marijuana Establishment City *: Fitchburg
Marijauan Establishment State *: MA

Individual 25

First Name *: Seth
Middle Name:
Last Name *: Yaffe
Suffix:
Former Last Name (e.g. maiden name):
Alias - 1:
Alias - 2:
Alias - 3:
Primary Address 1 *: [redacted]
Primary Address 2:
City *: Boston
State *: MA
Zip Code *: 02118
Marijauan Establishment Name *: Revolutionary Clinics II, Inc.
Business Type *: Marijuana Product Manufacture
Marijuana Establishment City *: Fitchburg
Marijauan Establishment State *: MA

Individual 26

First Name *: Thomas
Middle Name:
Last Name *: Schneider
Suffix:
Former Last Name (e.g. maiden name):
Alias - 1:
Alias - 2:
Alias - 3:
Primary Address 1 *: [redacted]
Primary Address 2:
City *: Winchester
State *: MA
Zip Code *: 01890
Marijauan Establishment Name *: Revolutionary Clinics II, Inc.
Business Type *: Marijuana Product Manufacture
Marijuana Establishment City *: Fitchburg
Marijauan Establishment State *: MA

Individual 27

First Name * Christine
Middle Name
Last Name * Champagne
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Enfield
State * CT
Zip Code * 06082

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Product Manufacture

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 28

First Name * Shaka
Middle Name
Last Name * Ramsay
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Cambridge
State * MA
Zip Code * 02138

Marijauan Establishment Name * Revolutionary Clinics II, Inc.
Business Type * Marijuana Product Manufacture

Marijuana Establishment City * Fitchburg
Marijauan Establishment State * MA

Individual 29

First Name * Judith
Middle Name
Last Name * Gosselin
Suffix
Former Last Name (e.g. maiden name)

Alias - 1
Alias - 2
Alias - 3

Primary Address 1 * [redacted]
Primary Address 2

City * Revere
State * MA
Zip Code * 02151

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Product Manufacture

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 30

First Name *
Zachary

Middle Name

Last Name *
Cattan

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Boxford

State *
MA

Zip Code *
01921

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Product Manufacture

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 31

First Name *
Matthew

Middle Name

Last Name *
Morello

Suffix

Former Last Name
(e.g. maiden name)

Alias - 1

Alias - 2

Alias - 3

Primary Address 1 *
[redacted]

Primary Address 2

City *
Atkinson

State *
NH

Zip Code *
03811

Marijauan Establishment Name *
Revolutionary Clinics II, Inc.

Business Type *
Marijuana Product Manufacture

Marijuana Establishment City *
Fitchburg

Marijauan Establishment State *
MA

Individual 32

First Name *	Middle Name	Last Name *	Suffix	Former Last Name
Michele		Andolina		(e.g. maiden name)

Alias - 1	Alias - 2	Alias - 3

Primary Address 1 *	Primary Address 2
[redacted]	

City *	State *	Zip Code *
Somerville	MA	02143

Marijauan Establishment Name *	Business Type *
Revolutionary Clinics II, Inc.	Marijuana Product Manufacture

Marijuana Establishment City *	Marijauan Establishment State *
Fitchburg	MA

Add an Individual

<< Go To Previous Page Save & Stay On This Page Save & Go To Next Page >> Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Massachusetts Cannabis Industry Portal (MassCIP)

JY

Cannabis Control Commission > My Licenses > Marijuana Retailer

1 About the Marijuana Establishment
2 Priority Applicant
3 RMD Information
4 Persons with Direct or Indirect Authority
5 Entities with Direct or Indirect Authority
6 Close Associates and Members
7 Capital Resources - Individuals
8 Capital Resources - Entities
9 Business Interests in other States or Countries
10 Disclosure of Individual Interests
11 Individual Interest Documentation
12 Marijuana Establishment Property Details
13 Host Community Information
14 Plan for Positive Impact

Application #: MRN282412

Individual Interest Documentation

Please upload documentation for each of the individual interests listed above.

Supporting Documents

PDF

Document Name: RC Individual Interest Documentation Somerville Retail.pdf

Document Category: Individual Interest Documentation

Upload Date: 4/1/19

Drag document(s) or click here

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For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Revolutionary Clinics II, Inc.
Application of Intent
Disclosure of Individual Interests

Individual Interest Documentation

In addition to the Retail license for which Revolutionary Clinics II, Inc. ("RC") is applying, RC has also previously applied for and received a Cultivation license and Product Manufacture license. Therefore, the individuals listed below have been named on all applications that are pending before the Cannabis Control Commission:

NAME	PRODUCT MANUFACTURE LICENSE APPLICATION	CULTIVATION LICENSE APPLICATION	RETAIL LICENSE APPLICATION
Keith Cooper	X	X	X
Ryan Ansin	X	X	X
Lillian Montalto	X	X	X
Robert Bohlen	X	X	X
Tyler Richards	X	X	X
Jayne Vining	X	X	X
Bert Vining	X	X	X
Scott Murphy	X	X	X
Seth Yaffe	X	X	X
Thomas Schneider	X	X	X
Christine Champagne	X	X	X
Shaka Ramsay	X	X	X
Judith Gosselin	X	X	X
Zachary Cattan	X	X	X
Matthew Morello	X	X	X
Michele Andolina	X	X	X

Massachusetts Cannabis Industry Portal (MassCIP)

JY

Cannabis Control Commission > My Licenses > Marijuana Retailer

1 About the Marijuana Establishment
2 Priority Applicant
3 RMD Information
4 Persons with Direct or Indirect Authority
5 Entities with Direct or Indirect Authority
6 Close Associates and Members
7 Capital Resources - Individuals
8 Capital Resources - Entities
9 Business Interests in other States or Countries
10 Disclosure of Individual Interests
11 Individual Interest Documentation
12 Marijuana Establishment Property Details
13 Host Community Information
14 Plan for Positive Impact

Application #: MRN282412

Marijuana Establishment Property Details

*Details about the property where the Marijuana Establishment will be located. All fields marked with an * are required.*

Establishment Address 1 *

67 Broadway

Establishment Address 2

Establishment City *

Somerville

Establishment Zip Code *

01245

Approximate square footage of the establishment *

6842

How many abutters does this property have? *

102

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address? *

- Yes
- No
- I Don't Know

Bond or Escrow Documentation *

Documentation of a bond or other resources held in an escrow account in an amount sufficient to adequately support the dismantling and winding down of the Marijuana Establishment

PDF

Document Name: RC Bond or Escrow.pdf

Document Category: Documentation of Bond

Upload Date: 4/1/19

Drag document(s) or click here

At least one document is required to be uploaded before proceeding.

Property Interest Documentation *

Documentation of a property interest in the proposed address. Interest may be demonstrated by one of the following:

- *Clear legal title to the proposed site;*
- *An option to purchase the proposed site;*
- *A legally enforceable agreement to give such title; or*
- *Binding permission to use the premises.*

Document Name: RC 67 Broadway Lease Somerville.pdf

Document Category: Permission to Use Premises

Upload Date: 4/1/19

Drag document(s) or click here

<< Go To Previous Page Save & Stay On This Page Save & Go To Next Page >> Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Revolutionary Clinics II, Inc.
Application of Intent
Marijuana Establishment Property Details

Bond or Escrow Documentation

Revolutionary Clinics II, Inc. does not yet have a bond or escrow account for this Retail Marijuana Establishment license but will have one secured prior to submitting an application with the Cannabis Control Commission, pursuant to 935 CMR 500.105(16)(c).

LEASE

This Lease is made by and among Richard G. Di Girolamo and Ralph Di Girolamo, Trustees of 67 Broadway Realty Trust, a Massachusetts realty trust, hereinafter referred to as "Landlord", with an address of P.O. Box 281, Somerville, MA 02143, and Revolutionary Clinics II, Inc., a Massachusetts corporation, hereinafter referred to as "Tenant", with a principal office at 1 Oak Hill Road, Fitchburg, MA 01420, which expression shall include its successors, and assigns where the context so admits, and C D Services of America, LLC, a Massachusetts Limited Liability Company, hereinafter referred to as "Guarantor," with a principal office located at 1 Oak Hill Road, Fitchburg, MA 01420.

WHEREAS, the parties hereto desire to enter into a leasing transaction relating to the premises described below, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration for their mutual agreements contained herein, and intending to be bound hereby the undersigned hereby agree as follows:

1. Agreement to Lease Premises/Use. Landlord hereby Leases to Tenant and Tenant hereby Leases from Landlord, subject to the provisions hereinafter set forth, the following premises (the "Premises'):

The 12,034 sq. ft. parcel of land with the building and garages thereon situated consisting of approximately 6,842 sq. ft. of gross area (the "Building") and the Five (5) Garage Bays situated thereon at 67 Broadway, Somerville, Massachusetts shown and described on **Exhibit A**. The Building and Garages situated on a parcel of land as more particularly described on **Exhibit A** attached hereto are made a part hereof. The Premises include the Parking Parcel which is shown and described on **Exhibit A.**

The Premises may be used by the Tenant, its invitees, and/or visitors only for the purposes herein described subject to those encumbrances of record set forth on the Landlord's existing title insurance policy. The uses herein described shall consist of the operation of a Medical Marijuana Facility with Retail and Professional offices pursuant to M.G.L. Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana and 105 CMR 725.100, et. seq., and a licensed Marijuana Retail Establishment for Adult Use as specified in M.G.L. Chapter 94G, "Regulation of the Sale and Distribution of Marijuana Not Medically Prescribed," and Chapter 351 of the Acts, but in the case of such Adult Use, only to the extent that in all respects Tenant obtains all approvals and permits, including, but not limited to, those required from the Commonwealth of Massachusetts and the City of Somerville to operate an Adult Use Marijuana Retail Establishment.

The Tenant agrees and represents that at all times hereunder such uses shall comply with those approved and permitted within these Premises under the applicable regulatory, permitting and licensing provisions, specifically including, but not limited to, those required of the Commonwealth of Massachusetts, City of Somerville, and the City of Somerville Zoning and Health Code Ordinances and Regulations, and the City of Somerville Licensing Commission. The Tenant shall bear all responsibility for obtaining said approvals, as needed, and accepts the premises in their "As Is" condition. The Landlord makes no representations as to the suitability of the premises for Tenant's intended uses.

2. Term. The term of this Lease shall begin on January 1, 2019 (the "Commencement Date") and shall expire on December 31, 2028 (the "Termination Date") a period of ten (10) years. The Term of this Lease determined in accordance with the foregoing

provisions of this Section 2 and subject to earlier termination as provided in other provisions of this Lease, is herein sometimes referred to as the "Term."

3. Rent. (a) Tenant shall pay 2.00 % of Total Net Sales or Total Revenue Collected, whichever is greater (referred to as Percentage Rent), whether sold for cash or credit, or by any means of payment, of products or services of whatsoever kind, type or description, offset only by the Minimum Base Rent paid to Landlord during the Term starting on January 1, 2019, and as set forth below, but not offset by any other triple net charges (additional rent) paid by Tenant to Landlord, and which are due and payable pursuant to the terms of the within Lease during the entire Term, as set forth herein. Said reconciliation shall be made on a monthly basis, regardless of whether it is reported on a quarterly basis. Under no circumstances shall the rent due and payable for any month be less than the Minimum Base Rent as set forth in Section 3 (a) i through x, hereunder, and as may be modified by Section 3(a) xi. Further, if Total Net Sales or Total Revenue Collected, whichever is greater, for any month result in Percentage Rent which is less than the monthly Minimum Base Rent paid for that month, after offset, under no circumstances would rent ever reduce below the Minimum Base Rent paid for that month ar act as a credit towards a subsequent month where Percentage Rent would result in additional rent being owed nor act as a credit towards other triple net or additional rent charges as are owned hereunder. (For example, if Total Net Sales or Total Revenue Collected for the month of April 2019, shall equal $500,000.00, the Minimum Base Rent of $25,000.00 paid is all that would be due aside from other additional rent and triple net charges which are owned hereunder. If Total Net Sales or Total Revenue Collected for the month of May 2019, shall equal $1,500,000.00, there would be a Percentage Rent due of $30,000.00, offset by the $25,000.00 Minimum Base Rent paid, resulting in an additional $5,000.00 being owned in addition to other additional rent

and triple net charges due hereunder.) Reconcilation is done on a month by month basis, regardless of it being reported quarterly, and never be a credit towards a subsequent month. Total Net Sales or Total Revenue Collected for purposes hereof shall mean total revenue collected from the following, including but not limited to: (A) all Marijuana or Cannabis flower sold and Marijuana related products (whether for Medical or Adult Use), and all other revenues collected relating, but not limited to, the sale of edibles, tinctures, distillates, cartridges, infused product, creams, lotions, oils, hemp, vapes and products of any kind, whether Marijuana or Cannabis related or not; but also including revenue derived from classes, programs, or other activities at the Premises whether Marijuana or Cannabis related or not; (B) all other services or products (if any) of any nature whatsoever sold at or from the Premises or involving any use of the Premises whether cannabis related or not; (C) all revenue generated by the delivery of products sold at or from the Premises whether such orders are received telephonically, by fax, by email or otherwise, and delivered by courier, Mail order, or otherwise whether Marijuana or Cannabis related or not, whether such delivery service now exists, or comes to exist in the future; and (D) all food, beverages, equipment, accessories, or other products (if any) of any nature whatsoever sold at or from the Premises, all whether sold for cash or on credit (and in cases of sales on credit, whether or not payment is actually made therefor). In addition to all Net Sales as defined in the preceding sentence, "Net Sales" for any month shall also include the ordinary Net Sales Price of all memberships, classes, programs, activities, food, beverages, other products (if any), or services (if any) of any nature whatsoever that are sold or provided at or from or with respect to the Premises at discounted or at a reduced charge to Tenant's employees or others (collectively referred to as "Comp Sales") during such month, but only to the extent of actual revenue collected and included in Net Sales or Total Revenue collected as defined in the

preceding sentence. Nothing in the preceding provisions of this Section shall be construed as expanding or otherwise modifying the Permitted Uses set forth in Section 1.

Within 15 days after the end of each calendar quarter (every three (3) months) that is included in whole or in part during the Term of this Lease until on or after the Commencement Date, Tenant shall deliver to Landlord a statement (a "Net Sales Statement") setting forth the Net Sales or Total Revenue Collected for the month then ended and the amount of Percentage Rent, if any, payable as a result of Net Sales for such month, together with payment of any Percentage Rent so payable. The Net Sales Statements shall be certified by a Manager of the Tenant to be true and correct, shall state that such certification is signed under the pains and penalties of perjury, and shall otherwise be in such form and contain such details as Landlord may reasonably require. The acceptance by Landlord of such Net Sales Statements or of payments of Percentage Rent based thereon shall in no case constitute a waiver of Landlord's rights under this Lease, including, without limitation, Landlord's rights to audit Tenant's books and records as provided below. In addition to the Net Sales Statements referred to above, Tenant shall also install at the Premises prior to the Commencement Date equipment/software that is reasonably satisfactory to Landlord and that reports all sales made at or with respect to the Premises to Tenant's computer electronically at the same time that such sales are registered by Tenant, and Tenant shall maintain such equipment/software in good working order (so reporting all such sales to Landlord) throughout the Term of this Lease following the Commencement Date.

Tenant shall prepare and keep for a period of not less than three years complete books and records relating to any business conducted at or from the Premises, including, without limitation, records of purchases, inventories, payroll, and sales. Without limiting the generality

of the foregoing, Tenant shall keep for at least three years all such original sales records as would customarily be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit of Net Sales or Total Revenue Collected. At any time or times during the Term or within six months thereafter, Landlord shall have the right, upon notice given to Tenant at least thirty days in advance, to cause an audit to be made of Tenant's business records (directly relating to Net Sales, and including all records referred to in the preceding provisions of this paragraph so as to comply with the requirements of the within Lease), by Landlord and/or by a certified public accountant or other financial representative designated by Landlord. In the event that Landlord elects to cause such an audit to be undertaken, Tenant shall make all such records available for examination and for copying by Landlord and/or by said accountant or other financial representative at Landlord's office during normal business hours on the day or days specified in Landlord's said notice. Said records will be kept confidential and only be disseminated to those parties responsible for insuring compliance with the terms of the within Lease. If such audit discloses that any of Tenant's Net Sales Statements have been understated for any period and that as a result thereof, the Tenant has underpaid any Percentage Rent actually due, then Tenant shall pay to Landlord the entire cost of such audit (including, without limitation, reasonable compensation for the time of Landlord's employees in attending to the arrangements for such audit, in participating in such audit, and/or in reviewing the results thereof), together with an underpayment charge in the amount of $1,000 or 10% of the underpaid Percentage Rent, whichever is greater. In any event, if such audit discloses that Tenant has underpaid any Percentage Rent, Tenant shall immediately pay to Landlord the amount of unpaid Percentage Rent then due, together with interest at the Lease Interest Rate on such unpaid Percentage Rent from the time that the same was due until the time

that the same is actually paid. The foregoing rights of the Landlord (arising if any audit discloses that Tenant has underpaid Percentage Rent) shall be in addition to, and not in lieu of, any and all other rights and remedies available to Landlord under this Lease or under applicable law on account thereof. The obligations of Tenant under this Lease with respect to Percentage Rent (including, without limitation, all obligations of Tenant set forth in this paragraph) shall survive the expiration or Termination of this Lease or the term hereof.

Tenant agrees to pay the Minimum Base Rent set forth in this Section 3, payable in advance, in monthly installments on or before the first day of each month during the Term. Simultaneously with the execution and delivery of this Lease, the Tenant shall pay the Minimum Base Rent due for the first full month of the Term for which rent is payable.

The Minimum Base Rent, is payable as follows:

i. For the period of January 1, 2019 through December 31, 2019 the Tenant shall pay to Landlord Base Rent at the rate of ($25,000.00 per month) due on the first day of each calendar month and ($300,000.00 per year) without previous demand therefore;

ii. For the period of January 1, 2020 through December 31, 2020, the Tenant shall pay to Landlord Base Rent at the rate of ($30,000.00 per month) due on the first day of each calendar month and ($360,000.00 per year) without previous demand therefore;

iii. For the period of January 1, 2021 through December 31, 2021 the Tenant shall pay to Landlord Base Rent at the rate of ($35,000.00 per month) due on the first day of each calendar month and ($420,000.00 per year) without previous demand therefore;

iv. For the period of January1, 2022 through December 31, 2022 the Tenant shall pay to Landlord Base Rent at the rate of ($36,050.00 per month) due on the first day of each calendar month and ($432,600.00 per year) without previous demand therefore;

v. For the period of January 1, 2023 through December 31, 2023, the Tenant shall pay to Landlord Base Rent at the rate of ($37,131.50 per month) due on the first day of each calendar month and ($445,578.00 per year) without previous demand therefore;

vi. For the period of January 1, 2024 through December 31, 2024, the Tenant shall pay to Landlord Base Rent at the rate of ($38,245.45 per month) due on the first day of each calendar month and ($458,945.40 per year) without previous demand therefore;

vii. For the period of January 1, 2025 through December 31, 2025, the Tenant shall pay to Landlord Base Rent at the rate of ($39,392.81 per month) due on the first day of each calendar month and ($472,713.72 per year) without previous demand therefore;

viii. For the period of January 1, 2026 through December 31, 2026, the Tenant shall pay to Landlord Base Rent at the rate of ($40,574.59 per month) due on the first day of each calendar month and ($486,895.08 per year) without previous demand therefore;

ix. For the period of January 1, 2027 through December 31, 2027, the Tenant shall pay to Landlord Base Rent at the rate of ($41,791.83 per month) due

on the first day of each calendar month and ($501,501.96 per year) without previous demand therefore;

x. For the period of January 1, 2028 through December 31, 2028, the Tenant shall pay to Landlord Base Rent at the rate of ($43,045.59 per month) due on the first day of each calendar month and ($516,547.08 per year) without previous demand therefore.

xi. In the event the Tenant is unsuccessful in obtaining an "Adult Use License" permitting the sale of recreational marijuana, by December 31, 2020, or any time thereafter, then the Minimum Base Rent then in effect on December 31, 2020 will remain in effect for the period starting on January 1, 2021, subject only to a three (3%) escalation increased annually, starting on January 1, 2021 and adjusted yearly thereafter through the remainder of the term. (i.e., the Minimum Base Rent on January 1, 2021 would be $30,900.00 per month). In such instance, no other terms and conditions of the Lease are otherwise amended except Minimum Base Rent as herein set forth. In all instances, Tenant will remain liable for Percentage Rent and other additional rent owed and other monetary obligations and/or triple net charges as set forth herein. If, however, the Tenant is subsequently successful in obtaining an "Adult Use" license permitting the sale of recreational marijuana at any time after January 1, 2021, through the remainder of the term of the Lease terminating on December 31, 2028, the Minimum Base Rent will revert to the Minimum Base Rent, then in effect, on the date the license is obtained,

as set forth in the Rent Schedule in Paragraph 3 (a), iii, iv, v, vi, vii, viii, ix, and x, and adjusted yearly accordingly throughout the remainder of the term, reverting thereto.

(b) Beginning January 1, 2019, the Tenant shall pay to Landlord, as additional rent hereunder, all (100%) of the real estate taxes (including, without limitation, all betterment and other assessments) imposed, assessed or levied upon all of the Premises with respect to any tax fiscal year included in whole or in part from January 1, 2019, through the balance of the Term prorated for any partial years: (i) to the City of Somerville, together with copy of check and letter of transmittal to the Landlord no later than the payment due date of the next month's rent; or (ii) at Tenant's option, directly to the Landlord by the last day permitted before interest and late charges begin to accrue. If the Term shall commence or terminate on a date other than the first or last day of a tax fiscal year, the Tenant, for such tax fiscal year, if Tenant has not paid such taxes to the City of Somerville shall pay to the Landlord that portion of such taxes allocable to the Tenant's occupancy during that fiscal year. In the event that any abatement of said taxes is awarded with respect to any tax fiscal year included in whole or in part of the term (Tenant hereby agreeing that Landlord shall have the right, but not the obligation, to commence or prosecute abatement proceedings and the Landlord agreeing that Tenant shall also have the right, but not the obligation, to commence or prosecute abatement proceedings and the Landlord agreeing that Tenant shall also have the right, but not the obligation, to prosecute same), the portion of such abatement award (net of collection expenses, if any) that is allocable to taxes previously paid by Tenant shall be credited or paid to Tenant, and the remainder of such abatement award (if allocable to a period before or after the Term shall be paid to Landlord and if not, paid to Tenant.) The foregoing provisions of this paragraph (b) are predicated upon the

present system of taxation in the Commonwealth of Massachusetts; if taxes upon rentals or otherwise pertaining to the Premises shall be substituted, in whole or in part, for the present ad valor of taxes and/or assessed in addition thereto, then Tenant's obligation to pay such taxes shall be based upon such substituted and/or additional taxes. In the event Tenant chooses to pay taxes to the Landlord rather than to the City of Somerville, Landlord agrees to pay, when due and in any event before interest and late charges begin to accrue, the real estate taxes assessed upon the Premises and upon the request of Tenant, Landlord shall deliver to tenant evidence of such payment when paid. If Landlord fails to fulfill Landlord's obligation to pay when due the real estate taxes assessed upon the Premises and as provided above, and if such failure continues for 15 days after Landlord's receipt of written notice thereof from Tenant, Tenant may thereafter pay such overdue real estate taxes directly to the Somerville tax collector, and Tenant may then offset the amount of such payment made by Tenant against the rent or other sums payable by Tenant under this Lease.

(c) Beginning January 1, 2019, Tenant shall pay to Landlord, as additional rent hereunder, all (100%) of the water and sewer use charges imposed, assessed or levied upon all of the Premises with respect to any water and sewer use charges included in whole or in part from January 1, 2019, through the balance of the term prorated for any partial years: (i) to the City of Somerville, together with copy of check and letter of transmittal to the Landlord no later than the payment due date of the next month's rent; or (ii) at Tenant's option, directly to the Landlord by the last day permitted before interest and late charges begin to accrue. If the Term shall commence or terminate on a date other than the first or last day of a water and sewer billing use period, the Tenant, for such water and sewer use billing period, if Tenant has not paid such water and sewer charges to the City of Somerville, shall pay to the Landlord that portion of such water

and sewer use charges allocable to Tenant's occupancy during the fiscal year. In the event that any abatement of said water and sewer use charge is awarded with respect to any water and sewer billing period included in whole or in part in the Term (Tenant hereby agreeing that Landlord shall have the right, but not the obligation, to commence or prosecute abatement proceedings and the Landlord agreeing that Tenant shall also have an absolute right, but not the obligation, to prosecute same), the portion of such abatement award (net of collection expenses, if any) that is allocable to water and sewer use charges previously paid by Tenant shall be credited or paid to Tenant, and the remainder of such abatement award (if allocable to a period before or after the Term) shall be paid to Landlord and if not, paid to Tenant. The foregoing provisions of this paragraph (c) are predicated upon the present system of water and sewer use billing in the Commonwealth of Massachusetts; if water and sewer use charges are separately billed upon rentals or otherwise pertaining to the Premises shall be substituted, in whole or in part, then Tenant's obligation to pay such water and sewer use charges shall be based upon such substituted and/or additional water and sewer use charges. In the event Tenant chooses to pay water and sewer use charges to the Landlord rather than to the City of Somerville, Landlord agrees to pay when due and in any event before interest and late charges begin to accrue, the water and sewer use charges assessed upon the Premises and upon the request of Tenant, Landlord shall deliver to Tenant evidence of such payment. If Landlord fails to fulfill Landlord's obligation to pay when due the water and sewer use charge assessed upon the Premises and as provided above, and if such failure continues for 15 days after Landlord's receipt of written notice thereof from Tenant, Tenant may thereafter pay such overdue water and sewer use charge directly to the Somerville water department, and Tenant may then offset the amount of such payment made by Tenant against the rent or other sums payable by Tenant under this Lease.

(d) Except as otherwise provided herein, Tenant shall have sole and exclusive responsibility and liability regarding the contracting for and direct payment of any and all repair and maintenance upon the premises, without contribution by the Landlord, including replacement of all equipment. Repair and maintenance includes, but is not limited to heat and air conditioning systems, plumbing, electric, parking and paved areas, landscaping, snow and ice removal, drainage facilities, fencing and roof of the Building.

(e) Repair and maintenance, including replacement if needed, of the heating and/or air conditioning systems includes but is not limited to periodic changing of filters and cleaning of the systems and_replacement of parts and labor associated therewith. Upon request, Tenant shall provide Landlord with a copy of the completed work order of all such heat and air conditioning system maintenance and repairs, and shall send copy of same no later that the payment of the next monthly rent due. Said_work shall be performed only by qualified professionals.

(f) Beginning on January 1, 2019, this is a fully net Lease. It is the intention of the parties hereto that the obligations of the Tenant and the Landlord under this Lease shall be separate and independent covenants and agreements, and that the Minimum Base Rent, Percentage Rent, and additional rent, and all other sums payable by the Tenant to or on behalf of the Landlord shall continue to be payable in all events, notwithstanding any breach or alleged breach of any provisions of this Lease by the Landlord.

(g) The Tenant further agrees as follows:

The Tenant also agrees to pay, as additional rent, when due or payable, and except as otherwise expressly provided herein, all other obligations and liabilities which the Tenant

assumes and agrees to pay by express assumption or agreement in this Lease, together with every fine, penalty, interest and cost which may be added thereto or become due or be imposed by operation of law for the nonpayment or late payment thereof, and, in the event of any failure on the part of the Tenant so to pay or discharge any of the same, the Landlord shall have all rights and remedies as in the case of nonpayment of the Minimum Base Rent, Percentage Rent and additional rent. The Tenant also agrees to pay to the Landlord, on demand, as additional rent, interest at the Lease Interest Rate on all overdue installments of the Minimum Base Rent, Percentage Rent and additional rent from the respective due dates thereof until payment thereof in full. In the event that the aggregate of all payments (whether denominated as Minimum Base Rent, Percentage Rent, additional rent and/or triple net charges or otherwise) received by or paid to discharge an obligation of the Tenant as a result of any assignment, subletting or permission to use or occupy the Premises described in Section 13, whether or not the Landlord shall have consented thereto (it being agreed by the Tenant that nothing herein contained shall in any way affect the covenant herein elsewhere contained prohibiting an assignment hereof or subleasing to or use or occupation by others of the Premises or any part thereof without the Landlord's prior written consent), shall exceed the aggregate of the Percentage Rent offset only by the Minimum Base Rent, and additional rent and other payments herein payable by or on behalf of the Tenant, then, and in such event, the Tenant agrees forthwith to pay to the Landlord, as additional rent, the full amount (100%) of any such excess. The Minimum Base Rent and all items of additional rent shall be paid to the Landlord at the Landlord's address set forth in Section 1, except that the Landlord may by notice to the Tenant designate another address for the purposes of this sentence.

(h) No Setoff; Non-terminability. The Minimum Base Rent, Percentage Rent, and additional rent, and all other sums payable hereunder to or on behalf of the Landlord shall be paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction. The only offset against Percentage Rent shall be the Minimum Base Rent paid by Tenant to Landlord, said reconciliation to be on a monthly basis. Under no circumstances would reconciliation result in a credit towards a subsequent month should the Percentage Rent be less than the Minimum Base Rent for the month. Under all circumstances, the Minimum Base Rent and additional rent (triple net charges) shall be due and payable for each month of the Lease. All payments of rent hereunder shall be made payable to the Landlord or to such nominee as may be designated in writing by Landlord form time to time, shall be paid without offset or deduction, and shall be sent to such address as Landlord may designate in writing from time to time. The Landlord initially designates the following address to which rent checks shall be sent: P.O. Box 281, Somerville, MA 02143.

4. Condition of the Premises. Tenant will accept the Premises, including the Parking Parcel, in their condition of the Commencement Date, "As Is", without representation or warranty, express or implied, in fact or in law, by Landlord and without recourse to Landlord as to the nature, condition, or usability thereof, and as to the uses for which the leased premises may be used. Tenant further agrees that Landlord is not required to perform any work whatsoever in or on the Premises to make same ready for Tenant's occupancy.

Tenant shall be completely responsible for the cost of any subsequent build-out of the Premises and Landlord authorizes Tenant to make application for such permits and other approvals as are necessary to complete such future build out and Landlord agrees to join in same, at no cost to Landlord, to the extent required by applicable government authorities, but only after

Tenant obtains the consent of Landlord prior to the commencement of any Tenant improvements or applications for approvals. In the event that Tenant choses to commence build-out prior to obtaining all permits, as needed, to operate as an Adult Use Marijuana Facility and office uses ancillary thereto, the Tenant does so at their own risk. In the event that Tenant, is unsuccessful in obtaining said permits, Tenant takes complete responsibility for restoring said premises to their intended use, which in the case of the first floor space is medical office, and to do so in accordance with Building permit plans to be provided to Landlord prior to the start of demolition and build-out.

5. Covenants. The Tenant covenants and agrees with the Landlord that throughout the Term the Tenant:

(a) Will procure all approvals of any nature, including, without limitation, all permits, licenses, orders, variances and the like (collectively referred to as "Approvals") required or appropriate for any use to be made of the Premises by the Tenant;

(b) Will not undertake any work on or to the Premises except in accordance with paragraph (b) of Section 7 below, and will comply with the following in connection with any such work: will pay promptly when due (unless Tenant is in good faith contesting same) the entire cost of any work to the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; will procure all necessary Approvals before undertaking any such work, except as provided above, will perform all of such work in a good and workmanlike manner, employing materials of good quality and complying with all Applicable Laws (as defined below); for the purposes of this Lease, "Applicable Laws" shall mean, with respect to any matter referred to in this Lease, all laws applicable with respect thereto, including, without limitation, all applicable constitutional provisions, statutes,

ordinances, codes, by-laws, treaties, regulations, rulings, decisions, rules and determinations of any legislative, executive, judicial or other governmental body or authority;

(c) Will comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau or any similar association;

(d) Will take whatever measures are necessary to ensure that floor load limitations are not exceeded in the Building;

(e) Will not install any equipment in or on the Premises that could cause the electrical service to the Premises to be overloaded;

(f) Will keep the Building adequately heated for the protection of the plumbing and other systems therein and to prevent other cold weather damage thereto;

(g) Will, at Tenant's cost and expense, be responsible for the removal of all trash, refuse and the like from the Premises including the Parking Parcel, be responsible for the prompt removal of snow and ice from the sidewalks, other access areas, and parking areas included in the Premises and be responsible for any grounds maintenance for the Premises;

(h) Will permit Landlord and Landlord's agents to examine the Premises during the hours of 9:00 a.m. and 7:00 p.m. and upon reasonable notice and to show the Premises to prospective purchasers, insurers, lenders or Tenants or the like and will permit Landlord to enter the Premises, during the hours of 9:00 a.m. and 7:00 p.m. and upon reasonable notice except in an emergency, for such purposes as may be necessary or appropriate to allow Landlord to inspect the same;

(i) Will pay, on or before the respective due dates, all taxes, charges, assessments, or impositions levied, assessed or imposed at any time on the Tenant's fixtures, equipment, supplies, merchandise, or other property in, on or about the Premises; and

(j) Will comply with all Applicable Laws pertaining to the condition of the Premises including the Parking Parcel or Tenant's use and occupation of the Premises or otherwise relating thereto (including, without in any way limiting the generality of the foregoing provisions of this sentence, the Americans with Disabilities Act). Additionally, Tenant shall comply with all governmental regulations or requirements, including municipal regulations or requirements.

6. Use of Premises. The Tenant shall have the right to use the Premises for the use permitted in Section 1 and for no other purposes. It shall be Tenant's sole responsibility to obtain said permits for Tenant's intended uses.

7. Maintenance, Repairs and Alterations. The parties agree as follows:

(a) Tenant shall keep and maintain the Premises (including, without limitation, all portions of the Building, and the sidewalks, paved areas, fences and grounds thereof) in at least the same condition as they are in today, reasonable wear and tear excepted, and shall make all such repairs and improvements, exterior or interior, ordinary or extraordinary, foreseen or unforeseen, as may be required to keep the Premises in such order, repair and condition. Repairs and improvement before mentioned includes replacement of the roof, and/or any structural elements to the Building. Without limitation of the foregoing, the Tenant shall keep the Premises and the Parking Parcel in a clean and sanitary condition.

(b) Tenant shall not make any alterations, improvements or additions to the Premises without on each occasion obtaining Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. Tenant shall provide Landlord with plans and specifications and such other documents as may be reasonably required by Landlord in connection with any such consent and such work shall be performed substantially in accordance

with any plans and specifications approved by Landlord. All alterations, improvements or additions to the Premises shall be performed in accordance with paragraph (b) of Section 5 above, shall not in any event impair the safety of the structure nor diminish the value of the Premises as then constituted, and (unless otherwise required by Landlord as provided above at the time that Landlord consents to such alterations, improvements or additions) shall remain upon the Premises and at the expiration or earlier termination of the Term shall be surrendered with the Premises as a part thereof.

(c) Notwithstanding the foregoing provisions of this Section 7, the obligations of the Tenant to repair and restore the Premises in the event of a fire or other casualty that occurs during the last twenty four months of the Term shall be governed by the provisions of Section 16 below.

(d) Tenant shall at the expiration or earlier termination of the Term remove Tenant's personal property (including, without limitation, Tenant's trade fixtures that are not affixed to the Premises and that may be removed without material damage or injury to the Premises, but excluding all other fixtures, which latter fixtures shall remain on the Premises unless Landlord had required Tenant to remove the same as a condition of the installation of the same) and peaceably yield up the Premises and the Parking Parcel in the condition required pursuant to paragraph (a) of this Section 7 above, and Tenant shall repair any damage or injury done to the Premises by the installation or removal of any of Tenant's trade fixtures or other personal property. Any such personal property of Tenant that remains upon the Premises after the termination of this Lease may be sold by Landlord at public auction or private sale, and the net proceeds thereof shall be first applied to any sums due to Landlord hereunder, and the balance, if any, shall be paid to Tenant.

(e) Tenant shall be responsible for the maintenance and repair of the Parking Parcel, including paved areas, lighting facilities, drainage facilities and fences and including striping and plowing the Parking Parcel. Tenant shall be responsible for the maintenance and repair of any portion of the Premises that is damaged by any act of Tenant or Tenant's employees, agents, contractors, customers, invitees, or trespassers.

8. Utilities. Starting on January 1, 2019, Tenant shall pay, as they become due, all charges for utility services provided to the Premises, including without limitation, electricity, oil, gas (if any), telephone charges and water and sewerage as provided in Section 3(c) applicable to the Premises, and all other utility charges of any nature. Landlord shall not be liable for any interruption of electricity, oil, gas, water, sewage, telephone, or any other utility service supplied to the Premises. Tenant is similarly responsible for all improvements and maintenance or upgrade of utilities. In the event Tenant requires additional utilities, the installation and maintenance thereof shall be at the Tenant's sole cost and obligation, provided that such installation shall be subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

9. Liability. The Tenant will exonerate and indemnify the Landlord and the Landlord's employees and agents (including, without limitation, the Landlord's management agent) against all claims, suits, expenses, losses, obligations, liabilities, and damages, including attorneys' fees, arising out of:

(a) any failure by the Tenant to perform, fulfill or observe any obligation or liability of the Tenant set forth in this Lease,

(b) any breach by the Tenant of any representation or warranty made in connection with this Lease,

(c) any negligent act or omission by the Tenant,

(d) the use or occupation of the Premises and Parking Parcel by the Tenant, in connection with any of the foregoing, or the business conducted thereat as set forth in Section 1 by any of the foregoing (except if arising from any omission, fault, negligence or other misconduct of the Landlord or the Landlord's employees or management agent), or

(e) any condition, event or circumstance of any kind, class or description, however and whenever caused or occurring during the Term (excepting only those arising from any omission, fault, negligence or other misconduct of the Landlord or the Landlord's employees or management agent), in any portion of or in the vicinity of the Premises including the Parking Parcel.

The provisions of this Section 9 will survive the expiration or termination of this Lease or the term hereof with respect to any conditions, events, or circumstances occurring prior to such expiration or termination.

10. Insurance. Tenant shall maintain insurance during the initial Term, at Tenant's sole cost and expense, as follows:

(a) The Tenant shall maintain comprehensive public liability insurance, in responsible companies qualified to do business in Massachusetts, that insures the Landlord (as an additional insured party) against all claims for injuries to persons (including death) occurring in or about the Premises or the Parking Parcel in the amount of at least $5,000,000.00, including coverage through excess umbrella policies, said insurance to be in place within thirty (30) days of execution of the within Lease, and against all claims for damage to or loss of property occurring in or about the Premises including Parking Parcel in the amount of at least

$300,000.00 (Fire Legal Liability,said insurance to be in place within thirty (30) days of execution of the within Lease.

(b) The Tenant shall, within ten (10) days after Landlord requests an increase in the amount of insurance during the term increase insurance to limits requested. The increase shall be a reasonable amount determined by the Landlord, who will provide one insurance quote by a licensed agent as to the prudent rate and policy limits to insure the Premises.

(c) Tenant shall maintain insurance for its own furnishings, equipment, inventory or other personal property in or on the Premises.

(d) A copy of any insurance policy obtained by Tenant pursuant to the proceeding provisions of this Section 10, or at Tenant's election a certificate thereof, shall be delivered to Landlord prior to January 1, 2019, and renewals thereof shall be delivered to Landlord promptly upon receipt by Tenant and in any event not later than 15 days prior to the expiration of any such policy. Each such policy shall provide for at least 30 days written notice to Landlord of any modification or termination thereof, or such shorter notice (but not less than ten days) as is the maximum available from the insurance company.

(e) Beginning on January 1, 2019, the Tenant shall timely reimburse Landlord for the cost of keeping the Premises insured, on a replacement cost basis, against loss from fire and all other hazards included within so called all risk coverage including Landlord liability insurance, said sums to be paid by Tenant to Landlord as additional rent.

11. Release and Waiver of Subrogation. Tenant hereby releases Landlord from any and all liability or responsibility to Tenant (or to anyone claiming through or under Tenant by way of subrogation or otherwise) for any loss or damage to property at or on the Premises or the

Parking Parcel caused by fire or any other insured casualty.

12. Signs. The Tenant shall not install or attach any additional signs or expand or otherwise modify any existing signs without complying with all Applicable Laws relating thereto. Tenant shall, at Tenant's sole cost and expense, maintain and keep in good repair any signs presently existing on the premises or so installed or attached (or expanded or modified), and shall keep all of the same in compliance with the requirements of all Applicable Laws. At Landlord's election, upon expiration or earlier termination of the Term, Tenant shall remove additional signs on the Premises and shall promptly repair any damage related to the removal of said signs.

13. Assignment or Subletting. The Tenant shall not assign, transfer, mortgage, encumber or pledge this Lease nor permit any assignment or pledge of this Lease by mortgage, operation of law or otherwise, and shall not sublet all or any portion of the Premises including Parking Parcel, nor permit occupation of the whole or any part thereof by another, by license or otherwise, without, on each occasion, first obtaining the Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. If Landlord grants any consent to an assignment, transfer, or encumbrance or sublease (for these purposes, "sublease" shall include any permission to occupy the whole or any part of the Premises including Parking Parcel, by license or otherwise), then (a) such consent shall be subject to any conditions reasonably required by Landlord (except that no conditions may be required by Landlord which increases the rent or other obligations of Tenant hereunder); (b) such consent shall not relieve Tenant or Guarantor from Tenant's obligations under this Lease, and Tenant and Guarantor shall remain primarily liable for the prompt and timely payment and performance of all of Tenant's obligations hereunder, jointly and severally with the subtenant or assignee until the expiration of

the Term.

Tenant shall, as additional rent, reimburse Landlord promptly for Landlord's reasonable legal expenses incurred in connection with any request by Tenant for such consent. If Landlord consents thereto, no consent to any subletting or assignment in a particular instance shall be deemed to be a waiver of the obligation to obtain the Landlord's written approval in the case of any other subletting or assignment.

If Tenant receives additional or excess rent or other financial consideration, over the Term of this Lease, or any extension hereof, for any assignment of the written Lease, Tenant shall pay to Landlord, as additional rent, one hundred (100%) percent of the excess of each such payment of rent and any other financial consideration received by Tenant promptly upon its receipt.

14. Subordination to Mortgages. This Lease shall be subject to and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, being a lien or liens on the property of which the Leased premises are a part. The Tenant shall from time to time, upon request of the Landlord, subordinate this Lease to any mortgage on the Premises and to any renewal, modification, replacement or extension of any such mortgage and to any and all advances made or to be made thereunder, provided that in the instrument of subordination the mortgagee agrees, for itself and its successors and assigns, that so long as the Tenant shall not be in default under this Lease, the mortgagee and its successors and assigns will not disturb the possession of the Premises by the Tenant, and further provided that said instrument of subordination shall not compromise, reduce or eliminate any of Tenant's rights hereunder. If this Lease is so subordinate or is otherwise subordinate to any mortgage, no entry under any such mortgage or sale for the purpose of foreclosing the same or repossession or

other action pursuant to such mortgage shall be regarded as an eviction of the Tenant, constructive or otherwise, or give the Tenant any right to terminate this Lease. Upon request of Landlord, any such mortgagee or any new owner or possessor, Tenant shall attorn to the mortgagee or new owner or possessor, and shall agree in writing with any of said parties to so attorn. If any mortgagee elects, by written notice given to the Tenant (either before or after a foreclosure), to have this Lease and the interest of the Tenant hereunder superior to any such mortgage, then this Lease and the interest of the Tenant hereunder shall be deemed superior to any such mortgage, whether this Lease was executed (and notice thereof, if any, recorded) before or after the execution and/or recording of such mortgage.

15. Estoppel Certificates. Recognizing that Landlord may find it necessary to establish to third parties, such as accountants, banks, mortgagees (or prospective mortgagees), purchasers (or prospective purchasers) or the like, the then current status of performance hereunder, Tenant, on the written request of the Landlord or of any other interested party made from time to time, will promptly furnish a written statement in form reasonably satisfactory to Landlord and/or such other party as to the status of any matter pertaining to this Lease. Recognizing that Tenant may find it necessary to establish to third parties, such as accountants, banks, mortgagees (or prospective mortgagees), purchasers (or prospective purchasers) or the like, the then current status of performance hereunder, Landlord, on the written request of the Tenant or of any other interested party made from time to time, will promptly furnish a written statement in form reasonably satisfactory to Tenant and/or such other party as to the status of any matter pertaining to this Lease.

16. Indemnity. The Tenant will exonerate and indemnify the Landlord and the Landlord's employees and agents (including, without limitation, the Landlord's management

agent) against all claims, suits, expenses, losses, obligations, liabilities and damages, including attorney's fees, arising out of (a) any failure by the Tenant to perform, fulfill or observe any obligation or liability of the Tenant set forth in this Lease, (b) any breach by the Tenant of any representation or warranty made in connection with this Lease, (c) any negligent act or omission by the Tenant (d) the use or occupation of the Premises by the Tenant (except if arising from any omission, fault, negligence or other misconduct of the Landlord or the Landlord's employees or management agent), or (e) any condition, event or circumstance or any kind, class or description, however and whenever caused or occurring during the Term (excepting only those arising from any omission, fault, negligence or other misconduct of the Landlord or the Landlord's employees or management agent), in any portion of or in the vicinity of the Premises. The provisions of this Section 16 will survive the expiration or termination of this Lease or the Term hereof with respect to any conditions, events or circumstances occurring prior to such expiration or termination.

17. Damage by Fire or Other Casualty. If at any time during the Term any portion of the Premises shall be damaged or destroyed by fire or other casualty, then, unless the Term is terminated as provided in the following sentence (after a fire or other casualty during the last twenty four months of the Term), the premises shall be restored and Landlord agrees to make all insurance proceeds available for restoration. The obligation to restore shall be limited to the receipt of such insurance proceeds and if such proceeds are not available for restoration, Tenant may terminate this Lease. Tenant is solely responsible for all damage, replacement, etc., caused to Tenant's own furnishings, equipment, inventory or other personal property in or upon the premises. The preceding sentence shall not apply if such fire or other such casualty shall have been caused by the fault or negligence of Landlord or anyone for whom Landlord may be

responsible. If at any time during the last twenty four months of the Term the Premises shall be damaged or destroyed by fire or other casualty to such extent that the Premises cannot reasonably be expected to be repaired or restored prior to that date which is six (6) months after such fire or other casualty or the last day of the Term, then the Landlord, at Landlord's option may terminate the Term by giving written notice of such termination to the other within 30 days after the date of such damage or destruction, in which case the Term shall terminate on the last day of the calendar month in which such notice is given.

18. Self-Help. If the Tenant shall default in the performance or observance of any of their respective maintenance and repair obligations contained in this Lease, and shall not cure such default within applicable grace periods, Landlord, may at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of the Tenant, and make any necessary payments in connection therewith, including, without limitation, reasonable attorneys' fees and other costs in connection with any legal action that may be brought; and any amounts so paid shall be deemed paid for the account of the other, and shall be due and payable upon demand, together with interest thereon at the Lease Interest Rate (as defined below). "Lease Interest Rate" shall mean of (a) a floating annual rate of interest equal to the prime rate as published from time to time in the Money Rates section of *The Wall Street Journal,* or any successor thereto, plus six percent.

19. Default. The parties agree as follows:

(a) Each of the following shall be an Event of Default hereunder:

(i) The failure of Tenant to pay any rental due hereunder (either Base Rent, Percentage Rent, or additional rent), which failure continues for 10 days after the due date.

(ii) The failure of Tenant to perform any other obligation of Tenant

hereunder (other than the payment of rent), which failure continues for 10 days after written notice thereof is given by Landlord to Tenant, or if such obligation cannot reasonably be expected to be performed within 10 days, the failure of Tenant to commence performance of such obligation within 10 days after the date of said notice or the failure of Tenant to prosecute such performance until completion with due diligence.

(iii) Any party liable for the obligations of the Tenant hereunder (whether liable as the Tenant, as a guarantor or otherwise) shall be liquidated, terminated or dissolved (if such party is an entity).

(iv) Any party liable for the obligations of the Tenant hereunder (whether liable as the Tenant, as a guarantor or otherwise) shall make an assignment for the benefit of creditors, or a receiver of any property of any such party shall be appointed, or a petition in bankruptcy or any other proceeding under any law for relief of debtors shall be filed by or against any such party, provided that in the case of any involuntary receivership or involuntary petition in bankruptcy or other such proceeding, the same shall not be deemed to be an Event of Default hereunder if it is dismissed within 60 days from the date of its filing.

(v) The Leasehold estate hereby created shall be taken on execution or other process of law.

Upon the occurrence of any one or more Event of Default, the Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter and without prior demand or prior notice, terminate this Lease by notice in writing and/or with or without process of law (but only after the expiration of five business days after written notice of intent to enter is given to Tenant) enter into and upon the Premises including the Parking Parcel or any part thereof in the name of the whole and

repossess the same and expel the Tenant and those claiming through or under the Tenant and remove the Tenant's and their effects, without being deemed guilty of any manner of trespass and without prejudice to any remedies that might otherwise be used for arrears of rent or other preceding breach of this Lease, and upon entry as aforesaid or on the date of termination pursuant to the foregoing notice, whichever occurs first, this Lease shall terminate. In the case of any such Termination of this Lease, and without limiting Tenant's liability for any default by Tenant hereunder prior to such Termination, the Tenant shall indemnify the Landlord against (a) loss of the rent herein provided (including Minimum Base Rent, Percentage Rent and additional rent) for the period from the time of such Termination to the scheduled expiration of the Term as in effect immediately prior to such Termination, and (b) expenses of the Landlord incurred in connection with such default or in connection with the reletting of the Premises, including, without limitation, reasonable attorney's fees, broker's fees, expenses of repairing and putting the Premises in good order and condition and preparing the same for re-rental, and expenses of removing, storing and selling any personal property of Tenant remaining on the Premises after the Termination of this Lease. Landlord agrees to use reasonable efforts to reletting the Premises following any Termination of this Lease pursuant to this Section 19, but if Landlord lists the Premises with a licensed broker or leasing agent, such listing shall be deemed to satisfy in full Landlord's said obligation to use reasonable efforts to reletting the Premises provided Landlord in full faith considers any offers to Lease presented by such broker or leasing agent.

(b) In the event of an Event of Default or any other default on the part of Tenant hereunder not cured within applicable periods, whether or not the Landlord shall elect to terminate this Lease, in addition to all other rights and remedies of Landlord, Tenant agrees that Tenant shall pay to the Landlord any expenses incurred by the Landlord as a consequence of

such default, including, but not limited to, reasonable attorneys' fees (whether or not formal legal action is commenced).

(c) In addition to the rights and remedies provided in this Section 19, Landlord shall have all other rights and remedies available at law or in equity for any default by Tenant under the provisions of this Lease. The rights and remedies that the Landlord may have under this Lease or at law or in equity shall be cumulative and shall not be deemed to be inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time or in such order as Landlord may determine in Landlord's sole discretion. Without limiting the generality of the foregoing, following an Event of Default hereunder, if the Landlord shall elect to terminate this Lease, the Landlord may at any time or times thereafter commence one or more lawsuits against the Tenant, or amend any lawsuit then pending, in order to enforce the rights and remedies provided herein or available at law or in equity, and specifically (but without limiting the generality of the foregoing) to enforce the Tenant's obligation to indemnify the Landlord against loss of the rent herein provided for the period from the time of such termination to the scheduled expiration of the Term as in effect immediately prior to such termination (the Tenant hereby acknowledging that the full amount of such indemnification obligation will not be finally established until the date of such scheduled expiration of the Term).

20. Hazardous Matter. The parties agree as follows:

(a) Tenant shall not use, maintain, generate, allow or bring on the Premises or the Parking Parcel or transport or dispose of on or from the Premises including the Parking Parcel any Hazardous Matter (as defined below), except in accordance with all Applicable Laws. In no event shall Tenant cause or permit any Hazardous Matter to be released on or into the

Premises including the Parking Parcel, but Tenant shall not be responsible for Hazardous matter released on or into the Parking Parcel by motor vehicles not owned or operated by Tenant or any of Tenant's employees, agents, contractors, customers or other invitees. For the purposes hereof, "Hazardous Matter" shall mean (i) Hazardous Waste, Hazardous Materials, and Oil, as such terms are defined in M.G.L.Chapters 21C, 2ID and 2IE, and the regulations promulgated there under, as amended from time to time, (ii) radioactive material, (iii) asbestos, and (iv) any other chemical, material or other matter that is or may be hazardous to health and that is regulated by any Applicable Law.

(b) Without limiting the generality of the provisions of Section (a) above, Tenant shall hold the Landlord harmless and shall indemnify the Landlord from the costs of all fines or penalties imposed by any governmental authority, the costs of any clean-up activities at the Premises including the area of the Parking Parcel required or proposed by any governmental authority or otherwise undertaken by the Landlord, and the claims of all other third parties (including reasonable attorneys' fees in connection with each of the foregoing costs or claims) arising from any failure by Tenant to comply with paragraph (a) of this Section 20.

(c) Tenant shall deliver to Landlord, within 10 days after Tenant receives the same, copies of all letters, inquiries, summons, subpoenas, complaints, restraining orders, and any other written communication received by Tenant, and a written description of any oral communication received by Tenant, which written or oral communication relates to Tenant's compliance or non-compliance, or the compliance or non-compliance of the Premises including the Parking Parcel, with any Applicable Laws relating to Hazardous Matter.

(d) The Landlord shall hold the Tenant harmless and shall indemnify the Tenant from the costs of all fines or penalties imposed by any governmental authority, the costs

of any clean-up activities at the Premises including the area of the Parking Parcel required or proposed by any governmental authority or licensed site professional (LSP), and the claims of all other third parties (including reasonable attorneys' fees in connection with each of the foregoing costs or claims) arising from (i) any underground Hazardous Matter that is proven to have been released into the Premises including the Parking Parcel prior to the date of this Lease or (ii) any underground storage tank currently located on or beneath the Premises including the area of the Parking Parcel. In recognition of the Landlord's ownership interest in the Premises and the Parking Parcel, the Tenant agrees that if the Tenant becomes aware that a claim has been threatened or asserted by a governmental authority or another third party that may result in an indemnification obligation of the Landlord under the preceding sentence, then (a) the Tenant shall give prompt written notice of such claim to the Landlord (but the failure to give such notice shall not relieve the indemnification obligation of the Landlord under the preceding sentence unless the defense against such claim is materially prejudiced thereby), (b) the Landlord shall have the right to defend such claim at the Landlord's expense, and (c) the Landlord shall have the right to make any settlement of such claim as long as such settlement involves no cost or expense to the Tenant. Landlord agrees to promptly perform all remedial obligations of Landlord hereunder with minimal disturbance to Tenant's operations. Landlord represents and warrants to Tenant that has no knowledge of the existence of any Hazardous Matter on or under the Premises, or any prior release of Hazardous Matter.

21. Security Deposit. The Tenant has paid to the Landlord a security deposit in the amount of $17,850.00. Upon execution of the Lease, Tenant shall deposit the additional sum of $7,150.00, to bring the security deposit current so as to equal one month's Minimum Base Rent of $25,000.00 for calendar year 2019. Such security deposit shall be held by Landlord, but not in

a separate account, and with no interest payable thereon, as security for the full performance by the Tenant of the provisions of this Lease, and shall be updated throughout the Term to at all times equal one month's Minimum Base Rent. If the Tenant defaults with respect to any of the provisions of this Lease, including, but not limited to, the payment of rent or other sums due hereunder and such default is not cured within applicable grace periods, the Landlord may, but shall not be required to, use or apply the whole or any part of the security deposit to the extent necessary or appropriate to pay any overdue rent or other sum or to otherwise cure such default. In the event that Landlord shall so use or apply the whole or any part of the security deposit pursuant to the terms of the preceding sentence, the Tenant shall on demand promptly restore said security deposit to its full amount. Except to the extent used by Landlord in accordance with the foregoing, the security deposit shall be returned to the Tenant, after the termination of this Lease. Nothing in this Section 21 shall be construed to limit Landlord's recovery or Tenant's liability in any way in the event of any default by Tenant under this Lease. The Landlord will transfer the security deposit to any grantee or grantees to whom the Landlord may convey the Premises, to be held by such grantee or grantees as the security deposit hereunder on the above terms, and on such transfer to such grantee or grantees, the transferring Landlord thereupon and without more shall be relieved from all further liability to the Tenant with respect to the security deposit, and the Tenant thereafter shall look only to such grantee or grantees for the return of the security deposit provided the grantee or grantees executes an assumption of this Lease and the Landlord's obligations hereunder.

22. Miscellaneous. The parties agree as follows:

(a) No consent or waiver by the Landlord to or of any breach in the performance by the Tenant of the Tenant's agreements hereunder shall be construed as a consent

or waiver to or of any other breach in the performance by the Tenant of the same or any other agreement. No acceptance by the Landlord of any rent or other payment hereunder, even with the knowledge of a breach by Tenant, shall be deemed a waiver thereof, nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by the Tenant, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any other manner other than as a payment on account by the Tenant. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant or to declare the Tenant in default, no matter how long such failure may continue, shall not be deemed to be a waiver by the Landlord of any of Landlord's rights hereunder, and Landlord shall not be deemed to have waived any of Landlord's rights hereunder unless such waiver is contained in a written instrument signed by Landlord (and then only to the extent expressly waived in such written instrument).

(b) If the Tenant continues to occupy the Premises after expiration of the Term or after the termination of this Lease, the Tenant shall have no more rights than a tenant by sufferance, but shall be liable for rent during such occupancy at a per diem rate equal to 150% of the aggregate per diem rental rate in effect hereunder immediately prior to such expiration or Termination (including Minimum Base Rent, Percentage Rent and additional rent), and shall be liable for any loss or expense incurred by Landlord due to such holding over. Nothing in this paragraph shall be construed to permit such holding over.

(c) If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Lease and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to

the fullest extent permitted by law.

(d) The agreements in this Lease contained to be performed by the parties hereto shall be binding upon and inure to the benefit of said parties and their respective heirs, legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit any assignment by Tenant except in accordance with the provisions of Section 13, and no assignee of Tenant shall have any rights hereunder unless the assignment to such assignee was accomplished in accordance with said Section 13. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to the heirs, legal representatives, successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party. Notwithstanding the foregoing, it is agreed that the liability of any party who is a Landlord hereunder (whether the original Landlord or any successor Landlord) shall be limited to defaults occurring or arising during the period for which such party shall have been a Landlord, and such party shall not be liable for defaults occurring or arising at any time before such party obtained such party's interest as Landlord or after such party disposed of such party's interest as Landlord.

(e) If the Landlord shall at any time be one or more individuals, or a joint venture, partnership (general or limited), corporation, limited liability company, trust or trustees of a trust, or other entity, it is specifically understood and agreed that there shall be no personal liability of the Landlord or any joint venture, partner (general or limited), shareholder, officer, director, member, manager, trustee, beneficiary or other owner under any of the provisions hereof or otherwise arising out of the use or occupation of the Premises including the Parking Parcel by Tenant. In addition, in no event shall Landlord be liable for any loss of or damage to any of Tenant's property, except as otherwise required by law or due to Landlord's negligence or

a breach of this Lease by Landlord. Without limitation of the foregoing, the Landlord disclaims, to the maximum extent permitted by law, any obligation or responsibility, express or implied, with regard to the security or safety of the Premises or the Parking Parcel or the acts of vandals, trespassers or other third parties. Landlord shall have no liability for any failure of Landlord to perform any of Landlord's non-monetary obligations under this Lease to the extent that such performance shall have been delayed by accident, inability to obtain supplies, labor or materials, or any other cause beyond the reasonable control of Landlord, but not including financial inability so to perform.

(f) Both Landlord and tenant warrant and represent to each other that they have dealt with no broker or agent in connection with this Lease.

(g) In the event Tenant fails to pay when due any rent or other payments due under this Lease, which failure continues for 5 days, then Tenant shall pay to Landlord, as additional rent, both (i) a late payment charge in an amount equal to 5% of the monthly rent then due and payable, and (ii) interest on such overdue amount from the date such amount becomes due to the date on which same is paid at an annual interest rate equal to the Lease Interest Rate (as defined in Section 18 above). If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other party under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest", which payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of such party to institute suit for recovery of such payment. If a final judgment (subject to no further appeal) is issued by a court of competent jurisdiction that provides that there was no legal obligation on the part of such party to pay such sum or any part thereof, such party shall be entitled to recover from the other party such sum or so much thereof as it was not

legally required to pay under the provisions of this Lease. In the event of any litigation between the Landlord and the Tenant, the prevailing party, as determined by a final judgment (subject to no further appeal) issued by a court of competent jurisdiction, shall be entitled to reimbursement from the other party for its reasonable costs and expenses, including reasonable attorneys' fees, incurred in such litigation.

(h) Landlord agrees that, upon Tenant's paying the rent and performing and observing the agreements, obligations, and other provisions hereunder on Tenant's part to be performed and observed, Tenant shall and may have, hold and enjoy the Premises during the Term without any manner of hindrance from Landlord or anyone claiming under Landlord, subject to the provisions of this Lease.

(i) This Lease shall constitute the only agreement between the parties relative to the Premises or the Parking area, and no oral statements and no prior matter not specifically incorporated herein shall be of any force or effect. This agreement may not be modified except by writing executed by the party to be bound thereby.

(j) The section headings throughout this Lease are for convenience and reference only, and the words therein shall in no way be held to define or describe the scope or intent of this Lease or in any way affect this Lease.

(k) No copy of this Lease or any portion hereof shall be recorded in any registry of deeds or any Land Court registry district. Each party will promptly after the date hereof execute an appropriate notice of this Lease in form reasonably satisfactory to both parties setting forth the name of the Landlord and the Tenant, the term of this Lease (including Tenant's right to extend), and an appropriate description of the Premises and Tenant's rights with respect to the Parking area, and either party may record same at its expense. In addition, promptly

following any termination of this Lease or expiration or Termination of the term hereof, for any reason whatsoever, the Tenant will promptly execute and deliver to the Landlord a document in recordable form and satisfactory in form and substance to the Landlord setting forth such date of expiration or termination.

(l) Neither the vacating of the Premises by the Tenant nor the delivery of keys to or the acceptance of keys by the Landlord or any employee or agent of the Landlord shall operate as a Termination of this Lease or a surrender or an acceptance of surrender of the Premises.

(m) The provisions of this Lease shall survive the expiration or Termination of the Term. Nothing in this paragraph (m) shall be construed to relieve Landlord or Tenant at any time of their respective obligations under other provisions of this Lease.

(n) This instrument is to be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without application of principles of conflict of laws.

23. Contingent Additional Rent: Tenant shall pay to Landlord the sum of $20,000.00 as additional rent (one time payment), if Tenant is the first Registered Marijuana Dispensary (RMD) in the City of Somerville to obtain approvals to operate as an Adult Use Marijuana Dispensary. There are presently three (3) Registered Marijuana Dispensaries operating within the City of Somerville.

24. Upon execution of the within Lease, the Lease by and between 67 Broadway Realty Trust and Cardiac Arrhythmia Syndromes Foundation, Inc., dated November 1, 2016 is deemed null and void.

EXECUTED under seal this 29 day of March 2019.

LANDLORD:

TRUSTEE

67 Broadway Realty Trust
Ralph Di Girolamo, Trustee

TRUSTEE

67 Broadway Realty Trust
Richard G. Di Girolamo, Trustee

TENANT:

Revolutionary Clinics II, Inc., a Massachusetts Corporation

By: Keith W. Cooper
Title: President and Treasurer

GUARANTY

Each of the undersigned hereby requests the Landlord to enter into the foregoing Lease (any capitalized term used in this Guaranty that is not defined herein shall have the meaning ascribed to such term in said Lease), and as an inducement to the Lessor to do so, and additional consideration therefor, each of the undersigned hereby (a) jointly and severally guarantees unconditionally to the Landlord the full, faithful, and punctual performance, fulfillment and observance of all of the obligations and liabilities of the Tenant under said Lease (as the same may be amended or otherwise modified hereafter), and all other obligations and liabilities of the Tenant to the Landlord; (b) waives notice of and consents to any and all amendments, extensions and renewals of said Lease, and any and all assignments, subleases and other actions that may be permitted thereunder by the Tenant or the Landlord, any and all other amendments, extensions and renewals, any and all advances, extensions, settlements , compromises, favors and indulgences, any and all receipts, substitutions, additions, and releases of persons primarily or secondarily liable, and any and all acceptances by the Landlord of negotiable instruments, commercial paper and other property, and agrees that none of the foregoing, should there be any, shall discharge or limit in any way the liability of the undersigned hereunder; (c) agrees that all rights and remedies of the Landlord under said Lease and hereunder shall survive any discharge, moratorium or other relief granted any person primarily or secondarily liable in any proceeding under federal or state law relating to bankruptcy, insolvency or the relief or rehabilitation of debtors, and any consent by the Landlord to, or participation by the Landlord in the process of, any assignment, trust or mortgage for the benefit of creditors, or any composition or arrangement of debts, any of which may be made without the undersigned being discharged or affected in any way thereby; (d) waives any right to require marshalling or exhaustion of any right or remedy against any person, collateral or other property; and (e) waives presentment, demand, protest and notice of default, nonpayment and protest and all demands, notices and suretyship defenses generally. Each of the undersigned individuals represents and warrants to Landlord that all financial information delivered to Landlord concerning such individual and/or the Tenant is true and accurate. This Guaranty shall be binding upon the undersigned and the respective heirs, legal representatives, successors and assigns of the undersigned, and shall inure to the benefit of Landlord and Landlord's successors and assigns.

Delivery of any signature on this document by facsimile or electronic transmission shall be as fully effective as delivery of an original signature in person.

Executed under seal this 29 day of March, 2019.

C D Services of America, LLC (Guarantor)

By: Robert M. Bohlen
Title: Manager, Duly Authorized

Exhibit A – Legal Description
67 Broadway, Somerville, MA

A certain parcel of land situated in Somerville, Middlesex County, Massachusetts, with the buildings thereon, being the premises now known as and numbered 67 Broadway and consisting of three adjoining parcels of land and being the same premises shown as Lots 239, 240 and the major portion of Lot 241 on a plan entitled, "Plan of Land in Somerville, Belonging to the Somerville Home Building Association" dated August 1916 and recorded with Middlesex South District Registry of Deeds, Book of Plans 251, Plan 24. Said parcels are separately bounded and described as follows:

FIRST PARCEL: Lot 239 on said plan is bounded and described as follows:

SOUTHERLY by Broadway, forty-four and 06/100 (44.06) feet;

SOUTHWESTERLY by the curved intersection of Broadway and Pennsylvania Avenue, twenty-two and 21/100 (22.21) feet;

WESTERLY by Pennsylvania Avenue, forty-four and 24/100 (44.24) feet;

NORTHERLY by Lot 241, as shown on said plan, fifty (50) feet; and

EASTERLY by Lot 240 as shown on said plan, seventy-nine and 40/100 (79.40) feet.

Containing 3,454 square feet of land according to said plan.

SECOND PARCEL: Lot 240 on said plan is bounded and described as follows:

SOUTHERLY by Broadway, fifty and 2/10 (50.2) feet;

WESTERLY by Lot 239 as shown on said plan, seventy-nine and 4/10 (79.4) feet;

NORTHERLY by Lot 241 as shown on said plan, fifty-six and 37/100 (56.37) feet; and

EASTERLY by land of owners unknown, ninety-eight and 02/100 (98.02) feet.

Containing 4,607 square feet of land according to said plan.

THIRD PARCEL: Being the major portion of Lot 241 as shown on said plan and bounded and described as follows:

WESTERLY by Pennsylvania Avenue, forty (40) feet;

NORTHERLY	by Lot 242 as shown on said plan, one hundred one and 29/100 (101.29) feet;
EASTERLY	by the remaining portion of said Lot 241, forty and 19/100 (40.19) feet;
SOUTHERLY	by Lot 240 and 239 as shown on said plan, ninety-seven and 37/100 (97.37) feet.

Containing 3,973 Square feet of land according to said plan.

For title reference, see deed of Danielle DeVarnè, Trustee of Danielle DeVarnè Family Trust, dated April 29, 2009, and recorded in Middlesex County Southern District Registry of Deeds Book 52679, Page 441.

Massachusetts Cannabis Industry Portal (MassCIP) JY

Cannabis Control Commission > My Licenses > Marijuana Retailer

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5 Entities with Direct or Indirect Authority
6 Close Associates and Members
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9 Business Interests in other States or Countries
10 Disclosure of Individual Interests
11 Individual Interest Documentation
12 Marijuana Establishment Property Details
13 Host Community Information
14 Plan for Positive Impact

Application #: MRN282412

Host Community Information

The Host Community is the municipality in which a Marijuana Establishment is located or in which an applicant has proposed locating an establishment. Three documents are required to establish full cooperation with the host community:

- *Single-page certification of host community agreement*
- *Community outreach meeting documentation*
- *Plan to Remain Compliant with Local Zoning*

Note: Guidance for Community Outreach is provided on our website including forms and templates.

Host Community Documentation *

Please upload the required documentation below

PDF

Document Name: RC Host Community Information.pdf

Document Category: Certification of Host Community Agreement

Upload Date: 4/1/19

Drag document(s) or click here

<< Go To Previous Page Save & Stay On This Page Save & Go To Next Page >> Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Host Community Information

Revolutionary Clinics II, Inc. will provide evidence of an executed Host Community Agreement, Community Outreach Meeting and Plan to Remain Compliant with Local Zoning to the Cannabis Control Commission once receiving the proper approvals from the City of Somerville and prior to application submission.

Massachusetts Cannabis Industry Portal (MassCIP)

JY

Cannabis Control Commission > My Licenses > Marijuana Retailer

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Application #: MRN282412

Plan for Positive Impact

Please provide your plan to positively impact areas of disproportionate impact, as defined by the Commission. The list of those areas is posted on our website.

Plan to Positively Impact Areas of Disproportionate Impact *

Upload narrative

PDF

Document Name: RC Somerville Plan for Positive Impact.pdf

Document Category: Plan for Positive Impact

Upload Date: 4/1/19

Drag document(s) or click here

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Plan for Positive Impact and Social Equity Plan

Cannabis prohibition has had a disproportionate impact on various communities. As the industry evolves in Massachusetts, Revolutionary Clinics has embraced a responsibility to make a positive contribution; not only to our host communities of Somerville, Cambridge and Fitchburg, but also to communities that have been disproportionately impacted by cannabis prohibition and the war on drugs.

Per both the medical and adult-use programs' host fee agreements, Revolutionary Clinics will pay 3% of revenues to the City of Somerville's Department of Health and Human Services for drug education and treatment programs. We are also pleased to dedicate additional funds to Somerville nonprofits that support the community we serve. Despite the fact that 3% of revenues is a significant sum, it is not enough to merely write a check. Revolutionary Clinics and its management team is fully committed to ensuring we maintain positive contributions to areas of disproportionate impact as defined by the Commission: past or present residents of geographic areas of disproportionate impact (or ADIs) which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*. To meet this goal we have implemented the following Plan for Positive Impact. The plan details Revolutionary Clinics' strategy to ensure compliance with regulations and to ensure that its business creates positive and lasting impacts on the communities in which we serve and beyond to communities that have been disproportionately impacted by cannabis prohibition.

In support of this mission we have created a Community Advisory Board (CAB) which is made up of local nonprofits, neighbors, local business owners and other key community stakeholders. CAB member nonprofit organizations that serve the community and will help us to accomplish these goals include: *East Somerville Main Streets, The Welcome Project, Somerville Homeless Coalition/Project Soup, Teen Empowerment, and Groundwork Somerville*. These groups have joined Revolutionary Clinics' Community Advisory Board for mutually beneficial support and to guide RC to be the best possible neighbor and community supporter. Rev Clinics has donated $10,000 ($2000 each) to these member nonprofits to allocate to City causes. More funds will be allocated to CAB member nonprofits as revenues increase and we approach profitability.

RC will engage initiatives tailored to positively impact populations falling within areas of disproportionate impact: past or present residents of the geographic areas of disproportionate impact, Commission-designated Economic Empowerment Priority applicants, Commission-designated Social Equity Program participants, Massachusetts residents who have past drug convictions, and/or Massachusetts residents with parents or spouses who have drug convictions. RC will serve these communities in many ways beyond financial donations. RC will offer workshops to help people find careers, offer industry-specific job training resources, including: interviewing skills, resume workshops, financial literacy, criminal record (CORI) expungement clinics, assisting with applications and other pertinent information deemed useful for the aforementioned populations. While Somerville is not a CCC-designated ADI, it is home to many people that have been disproportionately impacted by cannabis prohibition.

Revolutionary Clinics has created a program called ASPIRE to assist Economic Empowerment and female owned applicants with the application process, securing real estate, financing product purchases and beyond. RC will be a resource to assist and to help with our market insights and experience dating back to 2015. The Boston Business Journal covered this news:
https://www.bizjournals.com/boston/news/2019/03/22/a-cannabis-accelerator-launches-to-help-grow.html

Revolutionary Clinics will continue to give hiring preference to Somerville residents. RC will also give hiring preference to individuals that fall under the Commission's definition of disproportionately impacted individuals; Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions. Hiring preference will be ongoing at all RC locations and for all positions.

RC will make efforts to advertise job openings in the areas of Somerville more economically disadvantaged as well as ensure that advertisements are published in Spanish, Portuguese, and Creole. RC will hire individuals formally incarcerated for marijuana offences as well as commit to using best efforts and all available resources to employ at least 30% of their staff that fall under any of the following categories:

- Somerville residents of African American decent
- Somerville residents of Latino decent
- Somerville resident veterans
- State-approved Economic Empowerment Applicants
- Individuals formally incarcerated for a marijuana offence

Revolutionary Clinics will Achieve the Goal of Positive Community Impact by:

1. Continuing to support Somerville nonprofit organizations with both philanthropic capital and volunteer services, which Revolutionary pays its employees to participate in;
2. Assisting communities of disproportionate impact with education, capital and resources;
3. An active Community Advisory Board: donations of time, capital and resources to the Board
4. Reducing barriers to entry in the commercial adult-use cannabis industry by providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers;
5. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts.

Revolutionary Clinics' Positive Impact Programs include:

1. Hiring preference for Somerville residents and those living in ADIs;
2. RC will continue to host revenue-sharing events in which we partner with local nonprofits who will receive a percentage of sales for the event. These retail sales events will be held at our dispensaries in Somerville and Cambridge at least four times per year for the benefit of local charitable organizations. We will make a $500 minimum donation to the charity per event.
3. RC will host job training events to help Somerville residents with industry-specific job training. These events will be held at least twice per year. Our goal is to help residents find meaningful employment in the cannabis industry with RC or any another organization.
4. Discount pricing on medical marijuana: RC offers discount pricing programs to assist those with financial hardships, veterans, seniors and people living with chronic illnesses. Discounted pricing for the medical program is as follows (discounts are prohibited under the adult-use program):
    a. 10% off for patients with a financial hardship and 10% off for patients on MassHealth
    b. 10% off for senior citizens
    c. 20% off for veterans
    d. 40% off for veterans with 100% disability
    e. 10 - 40% off for patients with chronic illness

RC has Implemented Goal Measurement Metrics to Ensure That We Have Met Our Goals:

1. Number of employees hired, retained, and/or promoted from Somerville;
2. Number of employees hired, retained, and/or promoted from areas of disproportionate impact;
3. Number and subject matter of trainings offered and performed, and to whom;
4. Specific financial data and/or employee hours showing donations;
5. Number of individuals participating in and benefitting from our educational initiatives, training, volunteerism, and other initiatives;
6. Number and types of employment positions created;
7. Number and types of employment positions placed in the cannabis industry;
8. Annual total of gross dollars of discounts given to medical marijuana patients.

Plan to Positively Impact Veterans

As an established Somerville community partner, Revolutionary Clinics feels strongly about its responsibility to educate our staff, patients, and community about cannabis as an alternative therapy, with a holistic approach. To these beliefs, we have established key initiatives in support of our Veterans who need this care the most in light of their service to our country and the fact that many have become entangled in the opioid crisis or need cannabis to manage PTSD.

On March 1, 2019, we proudly launched the non-profit organization, Alternative Treatment for Veterans (ATV). Revolutionary Clinics, in partnership with the DAV, (Disabled American Veterans), C3RN (Cannabis Community Care Research Network), and Veterans Alternative Healing (VAH) established this first of its kind organization that commits to research and advocacy in support of veterans in seeking medical cannabis treatment. Commissioner Kay Doyle was an invited guest and speaker.

On March 3, 2019, Revolutionary Clinics was a sponsor and participant at the Cannabis Advancement Conference held in Boston. This is one of six events scheduled in 2019 across MA where Doctors and health professionals share experiences on cannabis as an alternative therapy and what still needs to be done for its effectiveness. Cannabis Control Commissioner Shaleen Title was invited guest and speaker.

To understand critical needs of our veterans, an anonymous in-depth one-year study was launched to scientifically evaluate MA Veteran medical conditions and cannabis usage as a treatment for PTSD, pain and anxiety. This will allow us to not only better define effective patient/community education forums, products and services, but provide policy recommendations to the DAV (Disabled American Veterans) National Conference in August.

Revolutionary Clinics, alongside its esteemed partners, takes seriously the role of educating all concerned individuals and groups on the cannabis plant's effect on the human endocannabinoid system and wellbeing of one's health. This is what the cannabis evolution should be – therapeutic alternatives that are not abusive to one's health, family, and welfare of the community. We anticipate partnering with local Somerville groups that foster wellness, mindfulness, yoga, and other healthy activities.

Massachusetts Cannabis Industry Portal (MassCIP)

Cannabis Control Commission > My Licenses > Marijuana Retailer

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Additional Information Notification

Please upload a narrative document describing the Marijuana Establishment's plan to positively impact areas of disproportionate impact.

Notification *
I understand that a complete application includes four packets:

- *Application of Intent*
- *Background Check*
- *Management and Operations Profile*
- *Application Fee Payment*

I understand that this packet is only one of those four packets.

I understand that I will need to complete the Application Fee Payment packet before any part of my application is evaluated by the Cannabis Control Commission.

I understand

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