

## CERTIFICATE OF LANDLORD


TO: The New Bedford Planning Board and whom else it may concern:

### THIS IS TO CERTIFY THAT:

1. The undersigned is the Landlord under that certain lease dated October 22, 2019 as amended by a First Amendment of Lease dated March 11, 2020 (as so amended, the "Lease") by and between the undersigned MET Real Estate LLC, as landlord, and Southcoast Apothecary, LLC, as Tenant, covering the premises known as 115 Coggeshall Street, New Bedford, Massachusetts.
2. Tenant is not in default under the Lease, and no event has occurred and no condition exists which, with the giving of notice or the passage of time or both, will constitute a default under the Lease.

Dated this 13<sup>th</sup> day of January, 2021.

**TENANT:**  
**MET REAL ESTATE LLC**

By:   
Name: Francis A. Perullo  
Title: Manager

## COMMONWEALTH OF MASSACHUSETTS

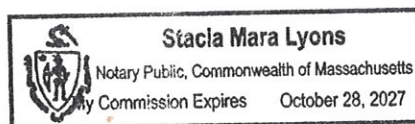
Middlesex, ss.

January 13, 2021

Before me, the undersigned notary public, personally appeared Francis A. Perullo, an Authorized Person of MET Real Estate LLC, and proved to me through satisfactory evidence of identification which was, ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public

My Commission Expires: October 28, 2021



FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (the “**Amendment**”) is dated as of the 11th day of March, 2020 by and between SOUTHCOAST APOTHECARY, LLC, a Massachusetts limited liability company (“**Tenant**”) and, MET REAL ESTATE, LLC, a Massachusetts limited liability company (“**Landlord**”).

Preliminary Statement

WHEREAS, Landlord and Tenant are parties to that certain Lease dated October 22, 2019 (the “**Lease**”) whereby Tenant leases certain real property and improvements thereon known as 115 Coggeshall Street, New Bedford, Massachusetts (the “**Premises**”), as further described in the Lease; and

WHEREAS, Landlord and Tenant wish to amend certain provisions of the Lease in order to clarify certain rights and remedies of Landlord thereunder so that they are in compliance with the legal requirements of the Laws of the Commonwealth of Massachusetts governing the cultivation, possession and sale of cannabis.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is herein acknowledged, Landlord and Tenant hereby agree to amend the Lease pursuant to this Amendment on the terms and conditions as further described herein. Capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Lease.

Terms

1. LESSOR’S ACCESS. A new Section 22 is hereby added to the Lease as follows:

“22. LESSOR’S ACCESS: Notwithstanding any other provision of this Lease, any entry by Lessor on or within the Premises shall be subject to all applicable state and local laws governing the operation of a marijuana dispensary (hereinafter “Applicable Laws”), specifically including the requirements of 935 C.M.R. 500.110(4) with respect to Visitors obtaining access to Limited Access Areas, as those terms are defined therein.”

2. LESSOR’S REMEDIES. Section 18 of the Lease is hereby amended by adding the following language to the end of the first sentence of Section 18:

“, provided, however, that Lessor agrees that its rights under this Section 18 shall not include the sale or repossession of Lessee’s assets protected by the Applicable Laws, specifically including any product containing any amount of marijuana. If

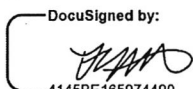
Lessee shall remove such assets from the Premises pursuant to Section 18 or store such assets after removal, or dispose of such assets, Lessor shall cause such action to be taken on its behalf only by persons authorized under and in compliance with the Applicable Laws. Any removal from or storage at the Premises of any such regulated products or disposal thereof shall be performed in compliance with the Applicable Laws.”

3. No Other Amendments. In all other respects, the terms and provisions of the Lease are ratified and reaffirmed hereby, are incorporated herein by this reference and shall be binding upon the parties to this Amendment.
4. Conflicts. Any inconsistencies or conflicts between the terms and provisions of the Lease and the terms and provisions of this Amendment shall be resolved in favor of the terms and provisions of this Amendment.
5. Execution. The submission of this Amendment shall not constitute an offer, and this Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. Each party represents and warrants for itself that all requisite organizational action has been taken in connection with this Amendment; and the individual or individuals signing this Amendment on behalf of the respective parties represent and warrant that they have been duly authorized to bind such party by their signature(s).
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Additionally, telecopied or pdf signatures may be used in place of original signatures on this Amendment. Landlord and Tenant intend to be bound by the signatures on the telecopied or pdf document, are aware that the other party will rely on the telecopied or pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.
7. Modifications. This Amendment shall not be modified except in writing signed by both parties hereto.
8. Construction. The parties acknowledge and agree that this Amendment was negotiated by all parties, that this Amendment shall be interpreted as if it was drafted jointly by all of the parties, and that neither this Amendment, nor any provision within it, shall be construed against any party or its attorney because it was drafted in whole or in part by any party or its attorney.
9. Governing Law. This Amendment shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease on the day and year first above written.

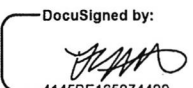
LANDLORD:

MET REAL ESTATE LLC,  
a Massachusetts limited liability company

By:   
Name: Francis Perullo  
Its: Manager

TENANT:

SOUTHCOAST APHOTHECARY, LLC  
a Massachusetts limited liability company

By:   
Name: Francis Perullo  
Title: Manager

## Lease Agreement

INDENTURE of LEASE made this 22 day of October, 2019, by and between MET Real Estate, LLC, a limited liability company duly formed under the laws of Massachusetts 'Lessor', and Southcoast Apothecary, LLC, a limited liability company duly formed under the laws of Massachusetts, "Lessee".

1. Premises: Lessor hereby leases to Lessee property located at 115 Coggeshall Street, Massachusetts, 02746. The property in question is a brick building containing approximately 1,500 square feet of floor space.
2. Term: The term of this lease shall be for five (5) years commencing on the date the Lessor acquires title to the Premises.
3. Use: Lessee shall use the premises as a Marijuana Dispensary. Lessee shall not conduct any loud or offensive activities on the premises. In the event that Lessee seeks to change its use of the premises, it must obtain Lessor's written consent which shall not be unreasonably withheld.
4. Change of ownership: Lessee acknowledges that if Lessor sells or transfers Lessor's interest in the premises in an arm's length transaction, Lessee's right to remain in premises may terminate on sixty (60) days written notice from Lessor. In the alternative, Lessee may renegotiate the terms of the lease with the new owners of the premises.
5. Rent: Lessee shall pay rent in advance on the first day of each month. Annual rent shall be in the amount of [REDACTED] payable in equal monthly installments of [REDACTED]

The Lessee shall maintain the store front for cleanliness; picking up trash, litter and emptying garbage receptacles. Lessor will notify the Lessee or employees if the area needs to be cleaned. If not done within 24 hours, the Lessor will have the area cleaned at a cost of \$35.00 to Lessee for every occurrence. This will be paid on the first of the following month with the rent payment.

6. Additional Rent: this section has been intentionally left blank by the Parties.
7. Utilities: The Lessee shall pay for its own water, electricity, oil, gas and other utilities used in the leased premises and shall make any and all necessary arrangements for the connecting and metering of the utilities.

Lessor shall be responsible for snow removal on the leased premises.


8. Repairs: The Lessee acknowledges that the Lessee has inspected the leased premises and it is in good condition. The Lessor shall, at its sole cost and expense, during the term of this lease, maintain and keep in good repair, the roof, outside walls, foundation, structural portions and subterranean plumbing of the leased premises. Lessee shall not suffer any strip or waste upon the leased premises. The Lessee shall be responsible for all interior maintenance, heat, electrical and interior plumbing, heating and air conditioning for the leased premises. Lessee shall also be responsible for glass breakage occurring during the term of the Lessee's tenancy or any extension thereof.
9. Signs: The Lessee covenants that all signs on the outside walls of the demised premises and owned or placed by him shall conform to the requirements, laws, ordinances, and regulations of the City of New Bedford, the Commonwealth of Massachusetts, and the Host Community Agreement the Lessor has entered with said City.
10. Installation of Fixtures: Other than the sign referenced above, any fixtures or improvements installed by the Lessee shall become the property of the Lessor.
11. Insurance and Indemnification: Said Lessee does further promise to save the Lessor harmless from any and all loss, cost, damage and expense arising from any injury to persons or property upon the leased premises and the sidewalks bordering thereon where such injuries or damages shall have resulted from the negligence of the Lessee; and not make or suffer any unlawful improper or offensive use of the leased premises. Lessee shall carry general public liability and property damage insurance and insurance covering fire and perils commonly insurable by the so-called broad form extended coverage endorsement with such companies as shall be satisfactory to the Lessor with liability limits of not less than \$250,000 each person and \$500,000 in the aggregate for persons injured or killed in any one accident; and \$50,000 property damage coverage. Lessor shall be noted on said policies as an additional insured party and copies or certificates thereof shall be furnished to Lessor. All property on or about the leased premises shall be kept at the sole risk of the Lessee and the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage, however caused to any person or property on or about the leased premises or any stairways, hallways or passageways adjacent thereto unless due to the omission, fault, negligence or other misconduct of the Lessor; Lessee will save the Lessor harmless and indemnify Lessor for any claim resulting from the omission, neglect or default of the Lessee.
12. Right to Sublease: The Lessee shall not have the right to sublease the premises in whole or in part without the written consent of the Lessor. In the event that the premises are sub-leased by the Lessee, Lessee shall remain liable to Lessor in the event of any breach of the terms any conditions hereof by either Lessee or any sub-lessee hereunder.

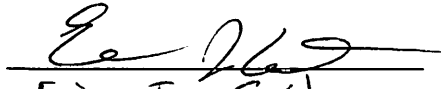
13. Subordination: This lease shall be subordinate to all mortgages on the leased premises to a bona fide banking institution at the present time or at any time given in the future and shall be subject in all respects to the terms and provisions of any such mortgages. Lessee shall execute such documents as may be necessary to effect the purposes of the within provision.
14. Condemnation: The parties hereto agree that should the leased premises or such portion thereof as will make the premises unusable for the purposes herein leased be taken or condemned by competent authority for public or quasi-public use, then this lease shall terminate. All compensation awarded for such taking shall belong to and be property of the Lessor; provided, however, that the Lessor shall not be entitled to any portion of the award made to the Lessee or sub-lessee for loss of business, leasehold interest and for the cost of or the removal of stock and fixtures.
15. Modifications or Improvements: The Lessee shall not make any modifications, changes, or improvements to the premises without the prior written consent of Lessor. Such improvements, modifications and changes shall be performed in a good and workmanlike manner. At the termination of the term hereof, any improvements and modifications to the premises shall become the property of Lessor except as hereinbefore provided.
16. Non-Waiver: The Lessor shall not be deemed to have waived any of his rights, powers or privileges under this lease unless such waiver is in writing signed by him and no waiver of any breach for any covenants, agreement or condition to be performed by the Lessee hereunder shall be deemed to constitute a waiver of any other breach of the same or any other covenant, agreement or condition. No waiver by the Lessor and no assent, express or implied, to any breach on the part of the Lessee of any covenant, agreement, condition, or duty shall ever be held or constructed as a waiver of or consent to any other breach of the same or of any other covenant, agreement, condition, or duty.
17. Covenants of Quiet Enjoyment: The Lessee, upon paying the monthly rent and performing all the covenants and agreements herein contained to be by it performed, shall and may peacefully and quietly have, hold and enjoy the premises for the original term of this lease and any extension hereof.
18. Lessor's Remedies: If the Lessee or his heirs, executors, administrators or assigns shall fail to pay the rent within ten (10) days from the date same is due (without notice) or does or shall neglect or fail to perform and observe any other condition, agreement, or covenant contained in this lease, which on their part is to be performed and such default shall continue for twenty (20) days after notice in writing from the Lessor, pointing out wherein it is claimed that the Lessee is in default, or if the estate hereby created shall be taken on execution or by other process of law, or if the Lessee shall be declared bankrupt, or if any assignment shall be made of his property for the benefit of creditors then, and in any such


case, the Lessor or those claiming its estate in the premises, lawfully may, immediately, or anytime thereafter and while such default or neglect continues and without further notice or demand, enter into and upon the said premises or any party thereof in the name of the whole and repossess the same and expel the Lessee and those claiming under it and remove their effects (forcibly if necessary) without being taken or deemed guilty in any manner of trespass or tort and without prejudice to any remedies which might otherwise be used for any breach of any of the covenants contained in this lease to be performed by the Lessee and that upon entry as aforesaid said term shall cease and be ended and the Lessee covenants that in case of such termination, he will indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the remainder of the term. Lessee shall be responsible to Lessor for reasonable Attorney fees incurred in connection with obtaining possession of the premises or enforcing any rights of Lessor on account of Lessee's breach of any covenant herein and for any and all related costs, including court costs, deposition fees, expert witness fees, etc., incurred by the Lessor to enforce such rights.


19. Surrender: Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the premises together with all buildings and improvements thereon, in good order and condition, ordinary wear and damage by the elements expected. If the last day of the term of this lease falls on Sunday, this lease shall expire on the business day immediately following. Lessee shall remove all property of Lessee as directed by Lessor and failing to do so Lessor may cause all of the said property to be removed at the expense of the Lessee and Lessee hereby agrees to pay all costs and expenses thereby incurred. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of this lease.
20. Binding Upon Successors: All provisions herein contained shall bind and insure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.
21. Invalidity: If any provisions of this lease or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of the lease or of such provision and the application thereof to other persons and circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 22 day of  
October 2019.

  
Witness

  
Eric S. Costa  
MET Real Estate, LLC  
Lessor

  
Witness

  
Eric S. Costa  
Southcoast Apothecary, LLC  
Lessee