

QUITCLAIM DEED

We, Michael R. Fournier of East Freetown, MA and Paul R. Fournier of Lakeville, MA,

For consideration paid and in full consideration of Seven Hundred Thousand and 00/100 (\$700,000.00) Dollars,

Grant to MET Real Estate LLC, a limited liability company organized under the laws of the commonwealth of Massachusetts with a principal place of business at 170 Hadley Street, New Bedford, MA 02745

With QUITCLAIM COVENANTS,

The land with buildings thereon situated in New Bedford, Bristol County, Massachusetts, bounded and described as follows:

Beginning at a drill hole in the northerly line of Coggeshall Street distant easterly 632.8 feet from the easterly line of Mitchell Street;

Thence NORTHERLY in the division line between property of the City of New Bedford and the Fairhaven Mills Real Estate Association, a distance of sixty-six and 82/100 (66.82) feet to a corner;

Thence EASTERLY making an angle on the south of 89° 52' 30" with the first described line, a distance of twelve and 4/10 (12.4) feet;

Thence NORTHERLY making an angle on the west of 93° 0' 3" with the second line above described for a distance of forty-six and 03/100 (46.03) feet to an angle;

Thence NORTHERLY making an angle of 2° 52' 5" to the left, a distance of thirty-seven and 68/100 (37.68) feet to a corner;

Thence WESTERLY by land of said Fairhaven Mills Real Estate Association and other land of City of New Bedford, a distance of seventy and 78/100 (70.78) feet to a corner;

Thence SOUTHERLY still in line of other land of the City of New Bedford, a distance of one hundred forty-five and 9/10 (145.9) feet to a point in the northerly line of Coggeshall Street; and

Thence EASTERLY in said northerly line of Coggeshall Street, fifty-six and 44/100 (56.44) feet to the point of beginning.

Containing thirty-four and 79/100 (34.79) square rods.

Grantors hereby expressly and voluntarily release all rights of homestead, if any, as set forth in MGL Chapter 188 and certifies under the pains and penalties of perjury that there are no other parties entitled to an estate of homestead in the Premises.

Being the same premises conveyed to these grantors by deed of Ernest R. Fournier and Eleanor M. Fournier dated August 18, 2011 and recorded with the Bristol County (S.D.) Registry of Deeds in Book 10130, Page 136.

Witness our hands and seals this 14th day of August 2020.


Witness:


Michael R. Fournier

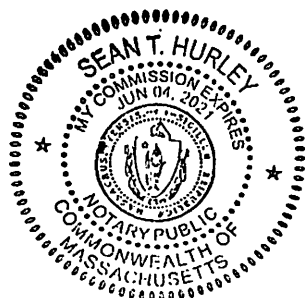

Witness:


Paul R. Fournier

Commonwealth of Massachusetts
Bristol County, ss.

On this 14th day of August, 2020, before me, the undersigned notary public, personally appeared Michael R. Fournier and Paul R. Fournier, and proved to me through satisfactory evidence of identification, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed. The satisfactory evidence of identification was:

- ☒ A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- ☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- ☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or




Notary Public:
My commission expires:

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 one hundred and twenty dollars (\$120.00) Dollars payable in equal monthly installments of Ten (\$10.00) Dollars.

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.

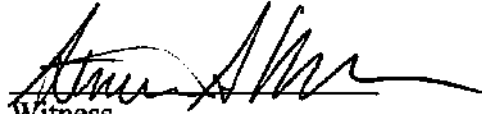
8. Repairs: The Lessee acknowledges that the Lessee has inspected the leased premises and it is in good condition. The Lessor shall, at its sole cost and expense, during the term of this lease, maintain and keep in good repair, the roof, outside walls, foundation, structural portions and subterranean 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.

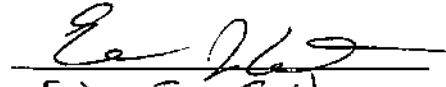
13. Subordination: This lease shall be subordinate to all mortgages on the leased premises to a bona fide banking institution at the present time or at any time given in the future and shall be subject in all respects to the terms and provisions of any such mortgages. Lessee shall execute such documents 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