

**Letter of Intent**

**DATE: March 11, 2019**

**Seller: TOWN OF TEMPLETON, MASSACHUSETTS**

**Purchaser: ONE EXCHANGE STREET, LLC and or assigns**

**Property: 16 SCHOOL STREET, TEMPLETON, MA (the "Property")**

**This non-binding letter represents Purchaser's intent to purchase the above captioned Property including the land and improvements on the following terms and conditions:**

**Price:** Minimum \$500,000 to be paid as follows: \$200,000 cash up front at closing plus the greater of 1.00% of the property's annual Gross Revenue from Marijuana Cultivation and Manufacturing (exclusive of the Host Community Agreement negotiated between 1620 Labs, LLC and the Town of Templeton) or \$60,000 paid annually for the first five years of property operations.

Based on the five-year income projections for the facility, the total purchase price could be as high as \$644,000 (see Exhibit 1) or more. **The total compensation to the Town of Templeton inclusive of HCA fees over a 5-year period is projected to exceed \$1.9 million.**

**Financing:** No Financing Contingency – Cash Offer

**Earnest Money:** \$5,000 to be deposited into an escrow account by Purchaser within three (3) days after the execution of a formal Purchase Contract. Deposit to be held by the seller's attorney as escrow agent.

**Purchase Contract:** Seller shall have ninety (90) business days from mutual execution of this Letter of Intent to submit a Purchase Contract to the Purchaser. The parties shall have up to five (5) business days from delivery of Purchase Contract to execute the Purchase Contract.

**Due Diligence Period:** Purchaser shall have a maximum 120 calendar days from the time of the execution of a formal Purchase Contract ("Due Diligence Period"). Due Diligence Period acceptable to Purchaser in their sole and absolute discretion, including without limitation: appraisal, environmental matters, property condition assessment, physical inspection, title, survey, and zoning. Earnest Money deposit shall become non-refundable if the Purchaser withdraws its offer during the Due Diligence Period.

**Due Diligence Items:** Seller shall deliver to Purchaser all pertinent and material Due Diligence Items relating to the Property within 10 days of mutual execution of this Letter of Intent.

**Closing:** Closing shall occur within 15 days after completion of Due Diligence Period.

**Additional Terms:** Offer Subject to the following or Purchaser's Deposit will be fully refunded:


- 1) Town of Templeton granting a Special Use Permit for Marijuana Cultivation and Manufacturing at the Property within the Due Diligence Period.
- 2) The Town of Templeton and 1620 Labs, LLC (affiliate of the Purchaser) successfully negotiating and executing a Host Community Agreement (HCA) for Marijuana Cultivation and Manufacturing at the Property within the Due Diligence Period.

**Assignment:** Purchaser shall not assign the Purchase Contract or this Letter of Intent without Seller's consent; provided, however, Purchaser may take title of the Property in the name of a newly formed entity owned by the Purchaser.

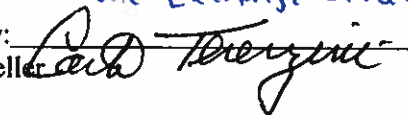
**Broker:** N/A

This letter of intent is **not intended** to create a binding agreement on the Seller to sell or the Buyer to buy. The purpose of this letter is to set forth the primary terms and conditions upon which to execute a formal Purchase and Sale Agreement. All other terms and conditions shall be negotiated in the formal Purchase and Sale Agreement. **This letter of Intent is open for acceptance through June 9, 2019.**

Agreed and Accepted:

By:   
Buyer *Managing member*  
*One Exchange Street, LLC*

Date: 3/6/2019

By:   
Seller

Date: 08/05/19