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EXHIBIT 8

STANDARD FORM
PURCHASE AND SALE AGREEMENT

OCT - 9 2019

PLANNING BOARD
GRAFTON, MA

Agreement made this 11th day of April, 2019 by and between,
SBA / WBDC
hereinafter called SELLER and MJ's Market Inc., 119 Drum Hill Road, Suite 225
Chelmsford, MA or nominee, hereinafter called BUYER.

SELLER agrees to sell and BUYER agrees to buy, upon the terms and conditions hereinafter set forth, the following described premises:

Certain parcels of land and structures located on 3 Centennial Drive, North Grafton, MA 01538 containing 6.013 acres more or less zoned Office/Light Industrial. See attached "Exhibit A"

Said premises are to be conveyed by a good and sufficient quit claim deed running to the BUYER, or to the nominee designated by the BUYER, ~~and said deed shall convey a good and clear record and marketable title, free from any and all encumbrances, except:~~

- ~~(a) Such taxes for the then current year as are not due and payable on the closing date;~~
- ~~(b) Any lien for municipal betterments assessed after the date of this agreement;~~

The agreed purchase price for said premises is: \$1,718,000 (One Million Seven Hundred Eighteen Thousand Dollars). Of which, \$50,000 will be paid within 5 business days of full execution of this agreement. At the end of the due diligence period, BUYER may for any reason cancel this agreement and have said deposit refunded immediately. The balance of the purchase price less all deposits made, will be paid at closing.

It is understood and agreed that the sole purpose of the BUYER acquiring the premises is to develop the property in accordance with the following purposes: To develop and operate all Cannabis related businesses activities.

This agreement is contingent on the BUYER obtaining all necessary zoning approvals and on the BUYER further obtaining all necessary permits and approvals from all municipal, county and state bodies and agencies in order to meet the foregoing purposes. This agreement is further contingent on the premises being free of toxic waste or any other condition which would be harmful to human habitation. In the event that these permits and approvals cannot be obtained, or these contingencies cannot be met, then this agreement shall, at the option of the BUYER, be null and void and all payments made hereunder immediately refunded to the BUYER.

SELLER shall deliver to BUYER within seven (7) days after the execution of this agreement any and all plans, maps, plats, engineering and architectural drawings and renderings, permits, approvals or notices received from any governmental body or agency and all other documents pertinent to the premises which SELLER might possess. SELLER agrees to cooperate with BUYER in obtaining all necessary permits and approvals and to that end will execute and file all required documents and take all required action to enable BUYER to obtain such permits and approvals. SELLER grants to BUYER the right to enter upon the premises for the purpose of surveying, inspecting and performing percolation and other tests which the BUYER might deem necessary or advisable. In the event BUYER defaults hereunder, all conditions of this agreement to be performed on the part of SELLER having been performed and all conditions of the Closing having been fulfilled, the deposit made by BUYER shall be retained by SELLER as liquidated damages and neither party shall have any further liability to the other, and this agreement shall be null, void and of no further force and effect.

Real estate taxes for the current year shall be prorated between SELLER and BUYER as of the date of closing.

The deed is to be delivered by SELLER to BUYER at the Worcester County Registry of Deeds, or another location mutually agreeable to all parties.

The parties hereto agree that the following named party is the only BROKER involved in the transaction and all brokerage fees will be paid by SELLER: Fernando Palcios, Hilco Real Estate.

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In the event that the premises shall not be in substantially the same condition on the date of closing as on the date hereof, this Agreement shall at the election of the BUYER become null and void and all payments made hereunder refunded in full to BUYER, and neither party shall have any further claims or rights hereunder; provided however, the BUYER may require SELLER to assign to BUYER all insurance proceeds recoverable in connection with any destruction or damage of the premises and upon such assignment, BUYER and SELLER shall complete the transfer pursuant to these terms and conditions hereof, all other conditions of this Agreement having been fulfilled. This clause shall not pertain to any changes caused by BUYER due to testing of property for purpose of obtaining governmental approvals.

If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, as provided herein, or if at the time of the delivery of the deed the premises do not conform with the terms and conditions hereof, then BUYER shall have the option to accept such title as SELLER can deliver to said premises in their then condition and to pay therefore the purchase price without deduction, in which case SELLER shall convey such title, or to rescind such sale and purchase, in which case SELLER shall immediately refund all monies paid by the BUYER to the SELLER in accordance with this agreement.

The initialed exhibits, if any, attached hereto, are incorporated herein by reference.

All deposits made are to be held by BROKER in an escrow account and dully accounted for at the time of closing.

Due Diligence / Closing: BUYER shall have 60 days, beginning after full execution of this agreement, to perform its due diligence work. Prior to the expiration of said due diligence period, BUYER may, for any reason, notify SELLER in writing its desire to cancel this agreement and BUYERS deposit shall be returned with 5 days thereof. A closing shall take place 45 days after BUYER has received all necessary local and state approvals and permits of Cannabis operations, and all appeal periods have expired, to develop/operate the property in accordance with this agreement.

If BUYER does not close on said property, terminates agreement, defaults, or otherwise fails to close; all plans, documents and research developed by BUYER shall be given to the SELLER at no cost to SELLER.

BUYER hereby warrants that it will cause no liens to be placed on the subject property as a result of work it requests to be performed.

The offer represented by this Purchase and Sales Agreement shall be in effect until April 16, 2019, after which date this offer is withdrawn.

Signed and sealed this __11th__ day of April, 2019.


SELLER:


BUYER: MJ's Market Inc. by
Jay Pearson, CFO