

Garden Remedies Inc.  
697 Washington Street  
Newton, Ma  
02458

April 10 2018

Bureau of Health Care Safety and  
Quality Medical Use of Marijuana Program

99 Chauncy Street

11<sup>th</sup> Floor

Boston, MA 02111

Dear RMD Applications,

Per the Bureau of Health Care Safety and Quality Medical Use of Marijuana Programs Request for Information, Siting Profile Application 2 of 3, letter dated March 28, 2018 attached you will find:

Request for information # 1 In response to Section C letter of non-opposition. Please find a letter of non-opposition from the City of Fitchburg.

Request for Information #2 In response to Section B evidence of interest in Fitchburg. Please find a copy of the Fitchburg Lease.

Request for information #3 In response to Paragraph 1 of Section 14 letter of intent for the Melrose property. Please find a copy of the Melrose Lease.

Request for information #4 In response to Section D question not answered. Please find a completed response to Section D

Request for information #5 In response to Section E The projected date the RMD will open. Please find a completed response for Section E

Please let me know if the Department needs any other information

Sincerely,

Head of Compliance

Garden Remedies, Inc.

MA Dept. of Public Health  
99 Chauncy Street  
Boston, MA 02111

APR 10 2018

RECEIVED

Question 2 Section B Response

**Lease Agreement**

This Lease Agreement ("Lease" or "Agreement") is an indenture of lease by and between PRIMSTONE, LLC with an address of 14 Felton St., Waltham, MA 02453 ("Landlord") and GARDEN REMEDIES, INC., a Massachusetts non-profit corporation with an address of 116 Chestnut Hill Rd., Newton, MA 02467 ("Tenant").

**RECITALS**

WHEREAS, Landlord is willing to purchase the real property located at 307 Airport Rd., Fitchburg, MA 01420 and desires to lease the land and building located thereon to Garden Remedies, Inc.;

WHEREAS, Tenant has a provisional registration to operate a Registered Marijuana Dispensary ("RMD Registration") in the Commonwealth of Massachusetts and desires to lease such land and building for its growing and processing operations;

WHEREAS, this Agreement sets forth the terms upon which Tenant shall lease the Premises from Landlord.

NOW, THEREFORE, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

**Article I. DEFINITIONS AND TERMS****1.01 INTRODUCTION:**

As further supplemented in the balance of this instrument and its Exhibits, the following sets forth the basic terms of this Lease, and, where appropriate, constitutes definitions of certain terms used in this Lease.

**1.02 TERMS:**

For the purpose of this Lease, the terms below shall be defined as follows:

Date: February <sup>13TH</sup> 2015 <sup>PH</sup> <sup>KM</sup>

**Landlord:** PRIMSTONE, LLC

**Present Mailing Address of Landlord:** 14 Felton St., Waltham, MA 02453

**Payment Address:** 14 Felton St., Waltham, MA 02453

**Tenant:** Garden Remedies, Inc., a Massachusetts nonprofit corporation.

**Mailing Address of Tenant:** P.O. Box 67066, Chestnut Hill, MA 02467.

**Premises:** The land (the "Land") with the building thereon (the "Building") located at 307 Airport Rd., Fitchburg, MA 01420, which Building is comprised of eighty-one thousand seven hundred and eighteen (81,718) square feet of space located on a seven point seven (7.7) acre parcel (the Land and Building together being the Premises).

**Lease Execution:** This lease will be executed before Landlord has executed a P&S to purchase the building, and is contingent on Landlord closing on the building purchase. If Landlord does not close on the purchase of the building, Landlord will at GRI's request, assign P&S to GRI, Inc. or its designee and surrender all rights.

**Early Access:** After Landlord has executed a P&S to acquire the building (the "P&S"), Landlord will provide its best efforts to obtain access for the Tenant to draft plans and obtain permits for their proposed construction and complete painting or sealing as Landlord and Tenant determine is necessary.

**Commencement Date:** The lease will commence after Landlord has closed on purchasing the building.

**Lease Term:** The month end Twelve years from the Commencement Date subject to extension as provided in Section 3.3 hereof.

**Base Rent:** Rent is payable in equal monthly installments:

Months 1 – 6:	\$0.00 PSF NNN
Months 7 1/2–12:	\$3.25 PSF NNN (\$22,131.96/month before NNN)
The first two weeks of the 7 <sup>th</sup> month will be free (as provided for in section 3.06)	
Months 13 – 18:	Prepaid per the following paragraph entitled "Prepaid Base Rent" of this paragraph (see section 4.01(c)).
Months 19–24:	\$3.50 PSF NNN (\$23,834.42/month before NNN)
Year 3:	\$4.25 PSF NNN (\$28,941.79/month before NNN)
Year 4:	\$4.50 PSF NNN (\$30,644.25/month before NNN)
Year 5:	\$5.00 PSF NNN (\$34,049.17/month before NNN)
Year 6:	\$5.25 PSF NNN (\$35,751.63/month before NNN)
Year 7:	\$5.50 PSF NNN (\$37,454.08/month before NNN)
Year 8:	\$5.75 PSF NNN (\$39,156.54/month before NNN)
Year 9:	\$6.00 PSF NNN (\$40,859.00/month before NNN)
Year 10:	\$6.00 PSF NNN (\$40,859.00/month before NNN)
Year 11:	\$6.25 PSF NNN (\$42,561.46/month before NNN)
Year 12:	\$6.50 PSF NNN (\$44,263.92/month before NNN)

**Prepaid Base Rent:** Tenant shall prepay six (6) months of rent by the end of the due diligence period under the P&S (as it may be extended), unless Landlord terminates the P&S or Tenant terminates this Lease under Section 17.16 prior to the

end of such due diligence period. Until the purchase of the Premises by Landlord, the Prepaid Base Rent shall be held in escrow by the title company used by Landlord in connection with acquisition of the Premises or such other third party agreed upon by Landlord and Tenant, and shall not be released to Landlord or Tenant except as provided by the terms hereof. Upon the purchase of the Premises by Landlord, the Prepaid Base Rent shall be released to Landlord and Landlord shall have the right to commingle the Prepaid Base Rent with Landlord's other funds and investments and may invest the funds in property improvements. The Prepaid Base Rent will not accrue any interest. This Prepaid Base Rent amount shall be based on Year 2 rent payments, and shall not be applied until the first day of the second year of the Lease. Amount of prepaid base rent: \$143,006.50. If and when the Tenant gets a license to go into production, and does start production, The Tenant may elect to consume the 6 months of prepaid months earlier.

**NNN Rent (triple net):** Except as otherwise stated below, Tenant agrees to pay all real estate taxes, building insurance, operating expenses, all costs associated with the repair and maintenance of any common area (including materials, supplies, and labor), the roof, and exterior premises including the driveway and parking areas, taxes (including sales and special taxes excluding only non-marijuana standard income taxes assessed to the Landlord) and maintenance (the three "Nets") on the property in addition to any normal fees that are expected under the agreement (rent, all utilities expenses, etc.) as additional rent.

**Full Rent:** The Base Rent and any additional charges including NNN Rent as defined in this lease.

For the avoidance of doubt, the NNN portion of the rent will commence when the property is handed over to the Tenant

**Security Deposit:** One hundred forty-three thousand six and 50/100 (\$143,006.50) Dollars. . .

**Permitted Use:** The cultivation, processing, labeling, packaging and storing of Medical Marijuana, Medical Marijuana-Infused Products (MIP), and other related products such as, and not limited to, oils, tinctures, aerosols and ointments, related supplies and educational materials, consistent with and pursuant to Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana (the "Act"), and the regulations adopted to implement the Act and set forth at 105 CMR 725.000 *et seq.* (the "Regulations"), as the same may be amended from time to time, and ancillary and related uses permitted by the Regulations or by future regulations permitting the same or similar use of Recreational Marijuana.

#### 1.03 ENUMERATION OF EXHIBITS.

(a) Exhibit A: Property Description of the Land

- (b) Exhibit B: Plan showing the Premises
- (c) Exhibit C: INTENTIONALLY DELETED
- (d) Exhibit D: Partial Description of Tenant's Work
- (e) Exhibit E: Property Clean Up/Painting

## **Article II. DESCRIPTION OF PREMISES AND APPURTENANT RIGHTS**

### **2.01 LOCATION OF PREMISES:**

The Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the Premises. The Land included in the Premises is described on Exhibit A attached hereto. The Land and Building comprising the Premises is described on the plan attached hereto as Exhibit B.

Tenant shall have the right to use all of the Premises. Landlord shall not make any improvements to the Premises, other than those required by Landlord under Sections 3.02 and 8.02 below without the written consent of the Tenant. If the Tenant does not respond in writing within 5 business days of initial written notification the Tenant will be deemed to accept the Landlord proposed improvements.

## **Article III. TERM OF LEASE; CONDITION OF PREMISES; TENANT'S WORK**

### **3.01 TERM OF LEASE:**

The term of this Lease shall be the period defined in Section 1.01 hereof as the Lease Term, commencing upon the Commencement Date.

### **3.02 CONDITION OF PREMISES:**

Landlord agrees to deliver the Premises to Tenant on the Commencement Date and Tenant agrees to accept same in its "as is where is" condition, provided however, Landlord shall be required to deliver the Building to Tenant in a condition that is structurally sound with a roof that does not leak and with working utility connections. The Landlord and Tenant agree to share in the responsibility for cleaning up the property as per "Exhibit E – Property Clean Up." The Landlord is not required to meet building or other code requirements triggered by Tenant's activities. The Tenant and the Landlord have the due diligence period under the P&S to confirm that the current building has no outstanding code violations filed with the building department.

### **3.03 EXTENSION OPTION:**

Tenant may elect to extend the term of this Lease for one (1) ten (10) year period ("Extension Term"). Prior to the expiration of the Lease Term, Tenant may elect to exercise such extension right by giving Landlord notice of such election ("Election Note") not earlier than fifteen (15) months nor later than twelve (12) months before the expiration of the Lease Term, provided no Event of Default is in effect on the date such notice is given or on the commencement date of the Extension Term. Such extension shall be upon the same terms, covenants, and conditions contained in this Lease except that (i) Tenant shall have no further right to extend the Lease Term after the Extension Term and (ii) The rent per SF NNN will increase at the CPI inflation rate (Consumer Price Index for All Urban Consumers - CPI-U), but in no event less than 3% per year or greater than 5% per year.

#### 3.04 TENANT'S WORK:

After the Commencement Date Tenant may construct such improvements to the inside of the Building and make such utility upgrades as are desired by Tenant for the Permitted Use, provided however, Tenant shall first submit the plans and specifications for such improvements to Landlord for approval, which approval shall not be unreasonably withheld or delayed (the "Tenant's Work"). A partial description of Tenant's work is attached hereto as Exhibit D. Notwithstanding the foregoing, it is anticipated that the initial phase of Tenant's Work shall be comprised of certain demolition work to be performed prior to the power washing work to be completed by Landlord as provided in Exhibit E attached hereto. If permitted by the seller of the Premises under the P&S, Tenant may elect to commence such demolition work after the end of the due diligence period under the P&S but before the closing thereunder; If the Landlord requests, Tenant shall be required to remove the Tenant's Work at the end of the Lease Term, if required by the Landlord with written notification provided within 90 days of lease termination specifying the items to be removed. Landlord shall approve or provide objections to such plans within five (5) business days of receipt and shall specify any objections. If Landlord fails to respond to plans within five (5) business days of receipt thereof, the plans and specifications shall be deemed to be approved.

#### 3.05 TERMINATION RIGHTS:

Tenant or Landlord may terminate the lease if Landlord fails to acquire the Premises and deliver it to Tenant within 120 days of the Lease signing.

#### 3.06 LANDLORD WORK:

Landlord shall use diligent efforts to perform the work described on Exhibit E ("Landlord's Work"), but only to the extent required under Exhibit E. Costs shall be borne by Landlord and Tenant as described in Exhibit E. Landlord shall use diligent efforts to complete, or cause to be completed, the asbestos removal work described on Exhibit E attached hereto prior to closing on the acquisition of the Premises. Once Tenant has completed the initial phase of Tenant's Work (i.e., the demolition work described in Section 3.04 above), Landlord shall use diligent efforts to complete the power washing work described on Exhibit E. The Tenant will receive

two (2) weeks of free rent as the Landlord manages this work for the Tenant. If Landlord fails to complete such power washing work within 45 days of the date Tenant completes the initial demolition work (described above (and notifies Landlord of same)), Tenant may elect to perform such work and Landlord shall reimburse Tenant, upon demand, for all reasonable costs related thereto.

#### **Article IV. RENT**

##### **4.01 RENT PAYMENTS:**

- (a) shall be payable by Tenant to Landlord at the Payment Address or such other place as Landlord may from time to time designate by notice to Tenant without any demand, counterclaim, offset or deduction whatsoever except as otherwise specifically provided in this Lease.
- (b) Commencing on the Commencement Date, Full Rent shall be payable in advance on the first day of each and every calendar month during the term of this Lease. As used in this Lease, the term "**Lease Year**" shall mean any calendar year or part thereof falling within the Lease Term or Extended Term.
- (c) Full Rent for any partial month shall be paid by Tenant to Landlord at such rate on a pro rata basis. Any other charges payable by Tenant on a monthly basis, as hereinafter provided, shall likewise be prorated.
- (d) If the Commencement Date falls on a day other than the first day of a calendar month, the first payment which Tenant shall make shall be made on the Commencement Date and shall include in addition to the next month's Rent a proportionate part of such monthly Rent for the actual days elapsed of the partial month.
- (e) Rent not paid within five (5) days of the date due shall bear interest at 15% per annum until paid.
- (f) Tenant will pay the Prepaid Base Rent by the end of the due diligence period under the P&S, which shall be applied to rent due for Months 13 through 18, subject to Paragraph 1.02 "Prepaid Base Rent".

##### **4.02 REAL ESTATE TAX:**

- (a) The term "**Taxes**" shall mean all taxes and assessments (including without limitation, assessments for public improvements or benefits and water and sewer charges), and other charges or fees in the nature of taxes for municipal services which at any time during or in respect of the Lease Term may be assessed, levied, confirmed or imposed on or in respect of, or be a lien upon, the Building and the Land, or any part thereof, or any rent therefrom or any estate, right, or interest therein, or any occupancy, use, or possession of such property

or any part thereof, and ad valorem taxes. The Landlord agrees that Tenant's share of any special assessment shall be determined (whether or not Landlord avails itself of the privilege so to do) as if Landlord had elected to pay the same in installments over the longest period of time permitted by applicable law or the remaining lease term, whichever is less, and Tenant shall be responsible only for those installments (including interest accruing and payable thereon) or parts of installment that are attributable to periods within the Lease Term. If any late fees, penalties, fines, or other assessments for delinquent tax payments are the fault of the landlord (there are no outstanding balances from tenant) they shall be a Landlord expense, otherwise they will be a tenant expense.

- (b) Should the Commonwealth of Massachusetts, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Premises, (1) impose a tax, assessment, charge or fee, which Landlord shall be required to pay, by way of substitution for or as a supplement to such Taxes, or (2) impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Building or the Land or any part thereof and/or the personal property used in connection with the Building or the Lot or any part thereof, all such taxes, assessments, fees or charges ("**Substitute Taxes**") shall be deemed to constitute Taxes hereunder. Except as hereinabove provided with regard to Substitute Taxes, Taxes shall not include any inheritance, estate, succession, partnership, transfer, gift, franchise, net income or capital stock tax.
- (c) The Tenant shall pay to Landlord, as part of NNN Rent, all Taxes assessed against the Building, and Land during any tax year (i.e., July 1 through June 30, as the same may change from time to time) or part thereof during the Lease Term. The Tenant shall pay to Landlord, together with monthly payments of Base Rent, pro rata monthly installments on account of the projected Taxes for each tax year reasonably calculated by Landlord from time to time by Landlord with an adjustment made after the close of the tax year, to account for actual Taxes for such tax year. The initial monthly payments on account of Taxes shall be \$3,500 per month. Within 120 days after the end of each tax year, and periodically as the Landlord may elect, Landlord shall deliver to Tenant a reconciliation which provides reasonable detail as to Taxes incurred by Landlord for such tax year and the amount of underpayment or overpayment by Tenant. If the total of such monthly installments in any tax year is greater than the actual Taxes for such tax year, Tenant shall be entitled to a credit against Tenant's rental obligations hereunder in the amount of such difference or, if the Lease Term has expired and Tenant has no outstanding monetary obligations to Landlord, Landlord shall within 30 days pay such amount to Tenant. If the total of such monthly installments is less than such liability for such tax year, Tenant shall pay to Landlord the amount of such difference within thirty (30) days after Tenant receives Landlord's invoice therefor as additional rent.
- (d) Landlord shall provide Tenant a copy of all tax-related assessments. Landlord agrees to contest the taxes each year if requested by Tenant, at Tenant's expense.



with any net savings being for the benefit of the Tenant. If any Taxes, with respect to which Tenant shall have paid to Landlord, shall be adjusted to take into account any abatement or refund, Tenant shall be entitled to a full credit against rental obligations hereunder, in the amount of such abatement or refund less Landlord's reasonable costs or expenses, including without limitation market-rate appraiser's and attorneys' fees, of securing such abatement or refund or, if the Lease Term has expired and Tenant has no outstanding monetary obligations to Landlord, Landlord shall promptly pay such amount to Tenant. The Tenant may apply for any real estate tax abatement without the prior written consent of Landlord, and may retain its own legal and appraisal professionals to conduct such work.

- (e) Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property placed in and upon the Premises by Tenant. If and to the extent Commonwealth of Massachusetts, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Building or Land, imposes any such tax or assessment on the Landlord for any of such personal property owned by Tenant, such payments shall be considered a component of Taxes due as additional rent hereunder.
- (f) Notwithstanding the foregoing, Tenant shall, at Landlord's request, pay all Taxes directly rather than reimburse Landlord for taxes, whereupon no additional rent shall be collected for estimated or actual taxes, unless Landlord subsequently elects to pay Taxes.

#### 4.03 TENANT'S OPERATING COSTS

- (a) The Tenant shall pay to Landlord, as a portion of NNN Rent, all Operating Costs (defined below), including pro rata monthly installments on account of the projected Operating Costs for each Lease Year during the Lease Term in amounts reasonably calculated from time to time by Landlord with an adjustment made after the close of the Lease Year, to account for actual Operating Costs for such Lease Year. Within 120 days after the end of each Lease Year, Landlord shall deliver to Tenant a reconciliation which provides specific detail as to actual Operating Costs incurred. If the total of such monthly installments in any Lease Year is greater than the actual Operating Expenses for such Lease Year, Tenant shall be entitled to a credit against Tenant's rental obligations hereunder in the amount of such difference or, if the Lease Term has expired and Tenant has no outstanding monetary obligations to Landlord, Landlord shall within 30 days pay such amount to Tenant. If the total of such monthly installments is less than such liability for such tax year, Tenant shall pay to Landlord the amount of such difference within thirty (30) days after Tenant receives Landlord's invoice therefor as additional rent.

"Operation Costs" shall include "Management Services" which will be the of 3% of the base rent hereunder(b) As used in this Lease, the term "Operating Costs" shall include "Repair and Maintenance" expenses incurred by Landlord directly related to the insuring, repair, maintenance, and replacement of parts (collectively, "the Operation") of the Building, the utility lines running from the Building to the street and the storm water drainage systems, if any, (collectively, "the Property"), including, without limitation, the following:

- (i) The cost of services, materials and supplies furnished or used in the Operation and Maintenance of the Property, including the cost to maintain HVAC equipment and perform Landlord's obligations under Sections 8.2 of this Lease. This includes maintaining the grounds such as mowing, clearing snow, salting, trimming brush and trees, and other grounds maintenance work;
- (ii) Insurance premiums;
- (iii) Amounts paid to independent contractors for services, materials and supplies furnished to perform Landlord's obligations under Section 8.2 of this Lease. This will include changes, some of which may be structural - if for example Tenant wants then to make the building more operationally efficient - such as altering the roof for insulation benefits;
- (iv) Replacing broken parts (Replacement of Parts) such as burst pipes, shorted electrical wires, clearing clogged drains or broken toiletry, repairing broken windows or doors, patching the roof for leaks, regular retreatment of the driveways;
- (v) Reimbursable Services: services that the Tenant explicitly agrees in writing to pay for;
- (vi) Repair and maintenance (when necessary or appropriate) of the roof of the premises, sufficient to maintain it in its current condition and not for the purposes of upgrading it to a higher class of structure. Tenant payments related to such repairs and maintenance shall be limited to \$5,000 per year, on a cumulative basis over time, which will only be due and payable when the expenses are incurred; and
- (vii) Patch painting the exterior surface of the building.
- (viii) Repairs that are:
  - 1.) related to any Tenant improvements
  - 2.) are required due to by Tenant's Work, Tenant's change in use or misuse of the Premises or
  - 3.) Tenant's failure to comply with the terms of this Agreement.

(ix) Should Landlord need to replace the roof, GRI agrees to contribute to the cost by increasing its annual rent payments by 6.1186 cents per square foot (\$5.000 per year), commencing when the replacement activity is completed.

The Tenant will perform almost all of the Maintenance and Repair work. The Landlord reserves the right to review and accept or reject any work performed by the Tenant.

(c) Operating Costs may be incurred by way of reimbursement, and shall include taxes applicable thereto.

(d) The following shall be excluded from Operating Costs, unless the Tenant agrees in writing to pay for such services:

- (i) Depreciation of the original construction costs of the Building;
- (ii) Expenses relating to Tenants' Work (because Tenant pays these directly per Section 3.04);
- (iii) Interest on Landlord indebtedness;
- (iv) Expenses for which Landlord, by the terms of this Lease or any other lease, makes a separate charge;
- (v) Real estate taxes only if Tenant is paying these directly to the local government per Section 4.02
- (vi) Structural Repairs including replacing the roof (except as provided for in the previous paragraph 4.03 (vii)), foundation, storm water drainage systems and utility lines from the Building to street, provided that such repairs are unrelated to any Tenant improvements and are not required due to by Tenant's Work, Tenant's change in use or misuse of the Premises or Tenant's failure to comply with the terms of this Agreement;
- (vii) Capital and other expenses incurred in the construction of additional leasable area on the Property;
- (viii) Complete repainting of the exterior
- (ix) Expenses reimbursed by insurance; and
- (x) Reserves

#### 4.04 SECURITY DEPOSIT

Tenant agrees that the Security Deposit shall be paid before the end of the due diligence period under the P&S, as it may be extended, unless Landlord terminates the P&S or Tenant terminates this Lease under Section 17.16 prior to the end of

such due diligence period. Until the purchase of the Premises by Landlord, the Security Deposit shall be held in escrow by the title company used by Landlord in connection with acquisition of the Premises or such other third party agreed upon by Landlord and Tenant, and shall not be released to Landlord or Tenant except as provided by the terms hereof. Upon the purchase of the Premises by Landlord, the Security Deposit shall be released to Landlord and Landlord shall have the right to commingle the security deposit with Landlord's other funds and investments and may invest the funds in property improvements. The Security Deposit will not accrue any interest. In addition, prior to the end of the due diligence period, as it may be extended, under the P&S, Tenant will verify to Landlord the existence of at least \$3.5 Million in funds under its control. Landlord shall hold the Security Deposit throughout the term of this Lease, as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed. In no event shall said security deposit be deemed to be a prepayment of rent nor shall it be considered (except as set forth below), a measure of liquidated damages. Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit, or any part thereof, to cure a default by Tenant hereunder or Landlord's damages arising from any default on the part of Tenant. If any amount of such deposit is so applied, Tenant shall pay the amount so applied to Landlord upon demand therefor. Landlord shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Section 4.04 to Tenant on the expiration or earlier termination of the Lease Term and surrender of possession of the Premises by Tenant to Landlord, provided all rent and all other amounts due hereunder have been paid by Tenant.

## **Article V. USE OF PREMISES:**

### **5.01 PERMITTED USE.**

Tenant agrees that the Premises shall be used and occupied by Tenant only for the Permitted Use per Section 1.02. The parties hereto recognize the cultivation and sale of medical or recreational marijuana is not currently permitted under Federal law, but that medical marijuana use is permitted under the laws of the Commonwealth of Massachusetts for those who are properly licensed under Massachusetts law. Should recreational marijuana use also be permitted under Massachusetts law, it will also be a permitted use under this lease agreement. Landlord and Tenant shall not permit anyone to smoke or otherwise ingest Marijuana or MIPs on the Premises.

### **5.02 COMPLIANCE WITH LAWS.**

Tenant agrees that its operations shall comply with Massachusetts state and local laws, and federal laws exempting federal laws relating to medical and (if lawful in the state) recreational marijuana. Subject to Tenant's right to terminate this Lease as provided in Section 17.16, Tenant shall obtain local and state approvals, permits, licenses, registrations, variances and the like from governmental or quasi-governmental authorities, (collectively, "Approvals") which are required for

Tenant's improvements to and use of the Premises, including, without limitation, any which may be required for any construction work and installations, alterations or additions made by Tenant to, in, on or about the Premises; provided, however, that Tenant shall not seek or apply for any Approvals without first having given Landlord five business days to review any applications for Approvals and all materials and plans to be submitted in connection therewith and obtaining Landlord's written consent, which shall not be unreasonably withheld or delayed, in accordance with Article 3.04 of this Lease. In any event, Tenant shall be responsible for all costs, expenses, and fees in connection with obtaining all Approvals. Unless Landlord responds within 5 business days, the improvement request will be deemed approved. Without limiting the general application of the foregoing, the Tenant shall be responsible for compliance of the Premises, including, without limitation, any alterations it may make to the Premises with the requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same may be amended from time to time (collectively, the "ADA"). At the signing of this lease the Landlord and Tenant agree that there are no code violations on record with the building department (for its current use). It is expected that the Tenant's request for a certificate of occupancy (which we expect will include a 'change in use') will not be granted unless there are many upgrades and improvements to the building. The Tenant will bear all costs to improve the building such that they can obtain a certificate of occupancy and put the property into use. Thereafter, Tenant shall, at its own cost and expense, (i) make all installations, repairs, alterations, additions, or improvements to the Premises required by any law, ordinance, by-law, code, rule, regulation or order of any governmental or quasi-governmental authority and bring and maintain the property up to code and the insurance requirements for their new and particular occupancy, Landlord will perform structural repairs per 4.03(vi) to keep the Premises equipped with all required safety equipment and appliances for standard industrial use (except the existing use being the assembly of wire shelving); and Landlord will comply with all laws, ordinances, codes, rules, regulations and orders and the requirements applicable to the Premises, Building and Land - as required for the standard industrial use. Tenant shall not place a load upon any floor in the Premises exceeding the lesser of (a) the floor load per square foot of area which such floor was designed to carry as certified by Landlord's architect and (b) the floor load per square foot of area which is allowed by law, and which will be certified by the Tenant's architect. Landlord reserves the right to prescribe, acting reasonably, the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight, provided such placement does not materially impede the Tenant's operating efficiency.

### 3.03 TENANT'S OPERATIONAL COVENANTS.

In regard to the use and occupancy of the Premises, Tenant will at its expense: (1) maintain the Premises in a clean, orderly and sanitary condition and free of insects.

rodents, vermin and other pests; and (2) keep any garbage, trash, rubbish or other refuse in vermin-proof containers.

#### 5.04 SIGNS.

Except as expressly permitted in this Article V, Tenant shall not place any signs, placards, or the like on the Building or in the Premises that will be visible from outside the Premises (including without limitation both interior and exterior surfaces of windows). Subject to Tenant obtaining necessary approvals and permits therefor, Tenant may erect one exterior sign in a location designated by Landlord containing Tenant's name and no advertising material. The total area of Tenant's exterior sign shall not exceed that proportion of the total area of exterior signage allowed on the Building under zoning that the floor area of the Premises bears to the total floor area of the Building. The costs of all interior and exterior signs and the installation thereof, including the costs of any required permits or approvals, shall be the responsibility of Tenant. The Tenant shall comply at its own expense with the requirements of laws and regulations affecting Tenant's signs. Tenant shall remove signs upon termination of this Lease and shall return the Premises and the Building to their condition prior to the placement or erection of said signs. Any signage shall additionally comply with 105 CMR 725.105(L) as may be amended from time to time.

#### 5.05 HAZARDOUS MATERIALS.

Landlord and Tenant agree to remediate the presence of contaminants on the Premises per Exhibit E – Property Clean Up.

The Tenant shall not use, handle, store or dispose of any oil (excluding oils derived from the marijuana plant), cultivation nutrients, chemicals, hazardous or toxic substances, materials or wastes (excluding marijuana) (collectively "**Hazardous Materials**") in, under, on or about the Property except for such storage and use which is permitted by law. Any Hazardous Materials in the Premises, and all containers therefor, shall be used, temporarily kept or stored, and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. If the transportation, storage, use or disposal of Hazardous Materials anywhere on the Property in connection with Tenant's use of the Premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. If required by law, this provision shall survive the termination of this Lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment

or other compliance with applicable law for and with respect to the foregoing. The terms of this Section 5.05 shall apply to any transportation, storage, use or disposal of Hazardous Materials irrespective of whether Tenant has obtained Landlord's consent therefor but nothing in this Lease shall limit or otherwise modify the requirement of consulting with Landlord per clause (ii) above. If the Tenant is defined as a "Very Small Quantity Generator of Hazardous Waste" per 310 Code of Massachusetts Regulations (CMR) Department of Environmental Protection; then the Tenant will be authorized to store hazardous waste for longer than 3 months but no more than one year. When an approved hazardous waste container is filled, Tenant will dispose of waste in no more than 3 days in a manner compliant with state and federal regulations.

#### 5.06 INSURANCE RISKS

Tenant shall not permit any use of the Premises, other than the Permitted Uses, which will make voidable or, unless Tenant pays the extra insurance premium attributable thereto as provided below, increase the premiums for any insurance on the Building or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association (or any successor organization) or which shall require any alteration or addition to the Building. Tenant shall, within thirty (30) days after written demand therefor, reimburse Landlord and all other tenants for the costs of all extra insurance premiums caused by Tenant's use of the Premises. Any such amounts shall be deemed to be additional rent hereunder.

#### 5.07 ELECTRICAL, GAS, WATER, AND SEWER EQUIPMENT

The Tenant shall not, without Landlord's written consent in each instance, which consent shall not be unreasonably withheld and/or delayed, connect to the electrical distribution system any fixtures, appliances, or equipment which will operate individually or collectively at a wattage in excess of the capacity (however labeled) of the electrical system serving the Premises as the same may be reasonably determined by Landlord and Landlord may audit Tenant's use of electric power to determine Tenant's compliance herewith. Such written response by Landlord must be provided within 5 business days, otherwise the Landlord will be deemed to approve.

#### 5.08 TENANT'S OPERATIONAL COVENANTS

##### (a) Affirmative Covenants:

In regard to the use and occupancy of the Premises, Tenant will at its expense, in addition to its obligations under Section 8.01 : (1) keep the inside and outside of all glass in the doors and windows of the Premises reasonably clean; (2) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (3) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (4) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed (and Tenant shall cause the Premises to be inspected and exterminated, if necessary, on a regular basis by a

reputable, licensed exterminator and shall provide Landlord, on request, with a copy of Tenant's contract for such services); and (5) keep all mechanical apparatus free of vibration and loud noise which may be transmitted beyond the Premises or damage the equipment. If notified by Landlord of any violation of these Covenants, Tenant shall have 14 days from the date of receipt of such notice to cure such default.

**(b) Negative Covenants:**

In regard to the use and occupancy of the Premises and common areas, Tenant will not: (1) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area; (2) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; or (4) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or use or permit the use of any portion of the Premises for any unlawful purpose under state or local law.

If any State of Massachusetts, Worcester County, or City of Fitchburg governmental entity (including any court, bureau, agency, or department) or any Federal Court notifies Tenant or Landlord that failure to comply with its instruction will result in fees or penalties, and the Tenant does not comply with the instruction within that notice's warning period or within 30 days, the Tenant will put into Landlord escrow a legal fee retainer of \$25,000 (or as the independent lawyer may reasonably estimate as appropriate to address the circumstance) plus the full amount of the projected fees or penalties for the month. Once the issue is resolved the remaining escrow will be returned to the Tenant. Failure to comply will permit Landlord to terminate the lease.

**Article VI. INSTALLATIONS, ALTERATIONS AND ADDITIONS**

**6.01 INSTALLATIONS, ALTERATIONS, AND ADDITIONS**

Tenant shall not make installations, alterations, or additions to the Premises unless the Landlord consents thereto in advance and in writing, which consent shall not be unreasonably withheld, delayed or conditioned. Such written responses must be provided within 5 business days, and will be deemed approved unless acted upon. Except as provided for in Section 6.02, any installations, alterations, or additions made by Tenant shall be at Tenant's sole cost and expense and shall be done in a good and workmanlike manner; and prior to Tenant's use of the Premises, after the performance of any such work, Tenant shall procure certificates of occupancy and any other required certificates. Landlord will provide assistance if required by Tenant. To the extent an installation, alteration or addition increases the square footage of the Premises, Rent shall increase to reflect such additional square footage based on the fair market rental rate for such space, accounting for the fact that such space was constructed and paid for by Tenant. Tenant shall not suffer or permit any mechanics' or similar liens to be placed upon the Premises for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record forthwith.



without cost to Landlord. Any and all Tenant installations, alterations, and additions, in or to the Premises, that are intended to become or do become part of the real estate shall be fully paid for and free and clear of any and all chattel mortgages, conditional bills of sale, security interests, or any liens or encumbrances of any kind or nature. Installations, alterations or additions made by Tenant to the Premises, including, without limitation, all utility systems (including all lighting and HVAC equipment) and fixtures installed in connection therewith, other than movable personal property, but not including Tenant's lighting and other specialized equipment particular to the cultivation, extraction and packaging of medical marijuana, and generators and other movable equipment, shall become the property of Landlord at the termination or expiration of this Lease. Should the tenant remove their lighting fixtures, Tenant will replace the lighting with lighting to return the space to well lit industrial use. At the time Landlord consents to any improvements, Landlord shall designate in writing which portion of the improvements need to be removed at the end of the Lease Term, but Landlord shall only require such removal for improvements that are out of the ordinary, will unlikely be useable by another tenant and will materially increase the cost of demolition if such demolition is necessary. Should the Tenant enclose the windows (for security purposes) at the end of the Lease term, the Landlord may require the Tenant to restore the now existing windows.

#### 6.02 CAPITAL IMPROVEMENT ALLOWANCE BY LANDLORD.

Landlord will make \$500,000.00 available to Tenant for (except as provided below) capital improvements, including HVAC, electrical system, or the sprinkler system – and excluding non-capital improvements such as any work related to installing walls, wiring, and painting. Plans for construction that will utilize this Capital Improvement Allowance must be approved by Landlord prior to being performed, and not be unreasonably withheld. Tenant shall supply all required permits and plans to Landlord to obtain Landlord's approval (per Section 3.04 above), which thereafter shall not unreasonably be withheld and deemed approved if not responded to within 5 business days. Except as expressly provided for herein, any improvement made with Landlord's funds under this section shall remain part of the Premises, and shall not be removed at the time Tenant vacates the premises. These funds will be provided to Tenant on an as needed basis, and Tenant will provide construction proposals from a licensed Contractor for each amount sought by Tenant pursuant to this Section before Landlord is obligated to provide said allowance money. Landlord's disbursement will be made within 30 days of request, with invoice for work completed attached.

In addition, before Landlord is obligated to provide the \$500,000.00 contemplated by this section, Tenant must submit completed engineering and architectural plans for their proposed construction, including but not limited to plans for HVAC, power, and natural gas/oil. In addition to these plans Tenant must submit bids for the costs of construction of these plans AND proof of available capital to complete the construction. Such available capital may be reduced by \$500,000.00 which Landlord shall supply in the event that the terms of this section are met by Tenant.

- Tenant will fund the first \$1,200,000 in improvement costs;

- Landlord shall disburse the next \$300,000 (which shall be disbursed for any purpose related to Tenant's Work as long as \$300,000 in capital improvements have been completed by such time);
- Tenant will fund the next \$700,000;
- Landlord shall disperse the next \$200,000 of the improvements (which, contrary to the terms above, may be used for any purpose related to Tenant's Work); and
- Tenant shall fund the remaining improvements.

Landlord shall provide to Tenant upon acquisition of the Premises a copy of a recent bank statement showing adequate funds are in Landlord's account to fund the full Capital Improvement Allowance.

If Tenant elects to draw from Landlord the full \$200,000 tranche of the Capital Improvement Allowance as described above, Tenant shall pay as additional rent \$3,050 per month for 120 months. However, if Tenant elects to draw from Landlord less than the full \$200,000 tranche of the Capital Improvement Allowance, Tenant shall pay as additional rent that percentage of such \$3,050 per month as is equal to the percentage of the \$200,000 tranche that has been drawn by Tenant.

If Landlord fails to advance the \$500,000 Capital Improvement Allowance in accordance with the terms hereof, and fails to cure such default within 15 days after notice from Tenant to Landlord, Tenant may obtain such funds elsewhere and not pay the \$3050 (or a portion thereof) and may deduct the \$300,000 , from the Full Rent due hereunder.

## ***Article VII. ASSIGNMENT AND SUBLETTING***

### **7.01 PROHIBITION.**

Notwithstanding any other provision of this Lease, Tenant shall not, directly or indirectly, assign, mortgage, pledge or otherwise transfer, voluntarily or involuntarily, this Lease or any interest herein or sublet any portion of the Building without, in each instance, having first received the express written consent of Landlord (which consent shall not be unreasonably withheld or delayed), unless such assign is to a wholly owned subsidiary of Tenant. Notwithstanding the foregoing, and not in limitation thereof, it will be deemed reasonable for Landlord to withhold its consent to any proposed tenant or sub-Tenant which does not, in Landlord's reasonable judgment, have sufficient financial net worth or cash flow from operations to satisfy its obligations under this Agreement or any applicable sublease, whichever is the case, or a good reputation. As a condition precedent to Landlord's consent to any assignment of this lease, Landlord may request certified financial statements of the proposed sub-Tenant, and Landlord, at Landlord's sole discretion, shall determine if the proposed sub-Tenant has sufficient capital or cash flow to enter into a sublease. Any assignment of this Lease (other than as permitted to a subsidiary or a controlling entity as set forth below) by Tenant without Landlord's express consent, which shall not be unreasonably withheld, shall be

invalid, void and of no force or effect. Any request for consent under this Section shall set forth, in detail reasonably satisfactory to Landlord, the identification of the proposed assignee, its financial condition and the terms on which the proposed assignment is to be made, including, without limitation, the rent or any other consideration to be paid in respect thereto and such request shall be treated as Tenant's warranty in respect of the information submitted therewith.

In any case where Landlord shall consent to any assignment or sublet, Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. Tenant agrees to pay to Landlord, within fifteen (15) days of billing therefor, all reasonable legal and other out-of-pocket expenses incurred by Landlord in connection with any request to assign or sublet. It shall be a condition of the validity of any permitted assignment or subletting that the assignee or sub-Tenant agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay all Rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

Tenant has the right to assign this Lease to another industrial user to assume the Lease, provided the Landlord approves (which will not be unreasonably withheld). If another industrial user sublet's the Premises, having first obtained Landlord's consent, at a rental in excess of the rent and additional rent due and payable by Tenant under the provisions of this Lease, percent (50%) of such excess Rent and Additional Rent, after the deduction of the costs of the tenant improvements and brokerage fees in connection with such sublease amortized over the term of such sublease, shall become the sole property of Landlord, it being agreed, however, that Landlord shall not be responsible for any deficiency if Tenant shall sublet the Premises at a rental less than that provided for herein.

**FINANCIAL INFORMATION.** Within fifteen (15) days after written request by Landlord, from time to time, Tenant shall supply to Landlord and to any lender, purchaser or prospective lender or purchaser designated by Landlord a current financial statement, including a balance sheet and income statement, certified to be true and correct by an officer of the Tenant and prepared in accordance with generally accepted accounting principles consistently applied.

#### 7.02 ACCEPTANCE OF RENT FROM TRANSFEREE.

The acceptance by Landlord of the payment of Rent, additional rent, or other charges following assignment or other transfer prohibited by this Article VII shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord.

## **Article VIII. REPAIRS AND MAINTENANCE**

### **8.01 TENANT OBLIGATIONS.**

From and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease Term, Tenant shall keep the Premises and every part thereof in good order, condition, and repair, reasonable wear and tear and damage by casualty, as a result of condemnation, or as a result of the failure of Landlord to provide services required to be provided hereunder only excepted. Tenant shall be responsible for maintaining the parking areas, lighting, and walkways on the Premises and shall be responsible for all snow removal (including the roofs to prevent overloading). Tenant shall be responsible for maintaining the mechanical systems in the Building and utility lines that the Tenant may have installed or moved.

### **8.02 LANDLORD OBLIGATIONS.**

Except as may be provided in Article IV, Article XII and Article XIII, Landlord agrees to keep in good order, condition, and repair the structural components and the roof (subject to cost sharing for the roof as provided by Section 4.03(b)(vii)) of the Building, the utility systems that run from the Building to the street or other area where they tie into the main utility lines and the storm water drainage systems, if any. Notwithstanding the foregoing, Landlord shall not be responsible for additional costs or improvements to such structural components, roof, or utility systems resulting from Tenant's improvements or particular use of the Building.

## **Article IX. UTILITIES**

### **9.01 SEPARATELY METERED UTILITIES.**

Tenant shall pay directly to the utility, as they become due, all bills for electricity, gas, water and sewer charges (unless Landlord pays such bills and/or seeks reimbursements for same under Section 4.02 or 4.03 above), and other utilities and rental or service fees (whether they are used for furnishing heat or for other purposes) that are furnished to the Premises and now or hereafter separately metered or billed by the utility to the Premises. If any utilities used or consumed by Tenant are not separately metered, Tenant shall reimburse Landlord for the costs thereof as determined by Landlord with full disclosure of such costs to Tenant. Landlord agrees that Landlord shall cause utility connections to be available at the Premises. Accordingly, if any utility line leading to the premises (e.g. a water or sewer line) requires repair and such repair is not the responsibility of the applicable utility, Landlord shall be responsible for such repair and such cost shall not be an Operating Expense. Notwithstanding the above, Tenant shall be responsible for the cost of (i) any initial upgrades to utilities performed as part of Tenant's Work, (ii) any repairs required to utility improvements installed by Tenant, and (iii) repairs to such utilities required due to Tenant's Work or Tenant's fault. Landlord's obligation to maintain utility lines shall only apply to utilities present and at the size or level at

the time of execution of this Lease. If Tenant increases, replaces or modifies any existing utility lines, Tenant shall be solely responsible for all costs related to their provision, installation and maintenance. In the event that Tenant's construction or Use shall require sewer, power, water, or natural gas lines run to the Premises, Tenant shall be solely responsible for all costs related to their provision, installation and maintenance.

## **Article X. INDEMNITY**

### **10.01 THE TENANT'S INDEMNITY**

The Tenant shall indemnify and save harmless Landlord, the directors, officers, agents, and employees of Landlord, against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Tenant or Tenant's contractors, licensees, agents, servants, or employees under any of the terms or covenants of this Lease, or the failure of Tenant or such persons to comply with any Federal, local, county, or state law, rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Building, or Tenant's use thereof, or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or provided, however, that in no event shall Tenant be obligated under this clause (b) to indemnify Landlord, the directors, officers, agents, or employees of Landlord, to the extent such claim, expense, or liability results from any omission, fault, negligence, or other misconduct of Landlord or the officers, agents, or employees of Landlord on or about the Premises or the Building.

This indemnity and hold harmless agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel reasonably acceptable to Landlord. At the request of Landlord, Tenant shall defend any such claim or proceeding directly on behalf and for the benefit of Landlord. The provisions of this section shall survive expiration and termination of the Lease subject to the applicable statutes of limitation.

### **10.02 THE TENANT'S RISK**

The Tenant agrees to use and occupy the Premises and to use such other portions of the Building and the Lot (per Permitted Use) as Tenant is herein given the right to use at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of Tenant or of any persons claiming by, through, or under Tenant, unless otherwise specified herein.

### **10.03 INJURY CAUSED BY THIRD PARTIES**

The Tenant agrees that Landlord shall not be responsible or liable to Tenant, unless the loss and damages are caused directly by the Landlord or Landlord's agents or its

contractors, for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, that may be occasioned by or through the acts or omissions of persons occupying any part of the Building, or for any loss or damage to property from the breaking, bursting, crossing, stopping, or leaking of electric cables and wires, and water, gas, sewer, or steam pipes, or like matters.

#### 10.04 SECURITY.

Tenant agrees that, in all events, Tenant is responsible for providing security to the Premises and its own personnel. By way of description and not limitation, Tenant shall comply with Massachusetts law, which among other things, requires Tenant to store all marijuana in a secured area, locked safe or vault in such a manner as to prevent theft. Tenant shall also establish limited access areas accessible only to GRI's authorized personnel or its agents. Tenant agrees to comply with the provisions of 105 CMR 725.110 as may be amended from time to time.

### **Article XI. INSURANCE**

#### 11.01 PUBLIC LIABILITY INSURANCE.

(a) The Tenant agrees to maintain from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, (a) a policy of commercial general liability insurance, written on an occurrence basis to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and completed operations liability, and (b) automobile liability insurance covering all owned vehicles, hired vehicles and all other non-owned vehicles. Each such policy shall designate Tenant as a named insured, and Landlord, its managing agent, if any, and any mortgagees (as may be set forth in a notice given from time to time by Landlord) shall be named as additional insureds, as their interests appear.

(b) Each such policy shall expressly provide that it shall not expire or be amended or canceled without at least ten (10) days' prior written notice to Landlord in each instance and that the interests of Landlord thereunder or therein shall not be affected by any breach by Tenant of any policy provision, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be bodily injury and property damage combined single limit of (one million) \$1,000,000 per occurrence and \$2,000,000 (two million) in the aggregate. The Landlord shall have the right from time to time, acting reasonably, to increase such minimum limits upon notice to Tenant, provided that any such increase shall provide for coverage commonly carried on similar properties in the area in

which the Premises are located and is available at commercially reasonable rates.

#### 11.02 HAZARD INSURANCE.

- (a) The Tenant agrees to maintain from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy including the amount of any deductible thereunder, insuring any leasehold improvements paid for by Tenant and all fixtures, equipment, and other personal property of Tenant against damage or destruction by fire or other casualty in an amount equal to the full replacement cost of such property. Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord or the holder of any mortgage on the Premises, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required. At Landlord's request, any such policies of insurance shall name any such mortgagee as loss payee under a standard mortgagee's clause, provided that mortgagee agrees to make insurance proceeds available to Tenant as required under this Lease.
- (b) The Landlord shall maintain in full force throughout the Lease Term an "all risk" (special perils) policy of insurance upon the Building and Landlord's systems, fixtures and equipment (and all other improvements to be made by Tenant, excluding any marijuana or products containing marijuana) for the full replacement cost thereof (which will be chargeable to Tenant as NNN costs), and
- (c) If it can be obtained at commercially reasonable rates, Tenant will acquire insurance to cover business interruption, loss of inventory and property (renters insurance), and Surplus Line Coverage and Loss of Income Insurance for 3 months' time ("Loss of Income Insurance") or up to 12 months as may be required by a mortgagee.

#### 11.03 CONSTRUCTION PERIOD INSURANCE.

- (a) At any time when demolition or construction work is being performed on or about the Premises or Building by or on behalf of Tenant, the Tenant shall keep in full force and effect the following insurance coverage in each instance with policies reasonably acceptable to Landlord, including, without limitation, the amount of any deductible thereunder:

(i) Builder's risk completed value (non-reporting form) in such form and affording such protections as required by Landlord, insuring the improvements made by Tenant, naming Landlord and its mortgagees as additional insureds; and

(ii) Workers' compensation or similar insurance in form and amounts required by law.

(h) Tenant shall cause a certificate or certificates of such insurance to be delivered to Landlord prior to the commencement of any work in or about the Building or the Premises, in default of which Landlord shall have the right, but not the obligation, to obtain any or all such insurance at the expense of Tenant, in addition to any other right or remedy of Landlord.

#### 11.04 OTHER INSURANCE

Landlord shall obtain commercial general liability insurance and it should be reimbursable under the lease by the Tenant (as NNN Rent). The Insurance will provide for insurance of 1,000,000 per incidence and \$2,000,000 in the aggregate.

#### 11.05 WAIVER OF SUBROGATION.

Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them (or which would have been covered if the insurance required hereunder had been obtained), the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies shall have no right of subrogation against the other on account thereof. In the event the above waiver of subrogation increases the cost of insurance to either party hereto, the Tenant shall be responsible for such increase in cost.

The Tenant will pay all deductibles for all insurance claims related to Tenant Improvements and Landlord will be responsible for deductibles for Base Building structural improvements.

### **Article XII. CASUALTY**

#### 12.01 DEFINITION OF "SUBSTANTIAL DAMAGE" AND "PARTIAL DAMAGE".

The term "substantial damage," as used herein, shall refer to damage which is of such a character that in Landlord's reasonable, good faith estimate the same cannot, in ordinary course, be expected to be repaired within 60 calendar days from the time that such repair work would commence. Any damage which is not "substantial damage" is "partial damage."

#### 12.02 PARTIAL DAMAGE TO THE BUILDING.

If during the Lease Term there shall be partial damage to the Building by fire or other casualty, and if contemplated by this Lease, Landlord shall promptly proceed



to restore the Building to substantially the condition in which it was immediately prior to the occurrence of such damage. Payments by Landlord to repair the building shall be capped at the value of the insurance proceeds that are paid (or should have been paid if Landlord had carried the insurance required hereunder) as a result of such damage. In the event that actual repair costs exceed those estimates, Tenant will be required to pay the difference between estimated and actual repair costs prior to re-taking possession of the Premises.

#### 12.03 SUBSTANTIAL DAMAGE TO THE BUILDING.

If during the Lease Term there shall be substantial damage to the Building by fire or other casualty, Landlord shall promptly restore the Building to the extent reasonably necessary to enable Tenant's use of the Premises based on previously approved architectural plans and specifications as approved by the municipality, but only to the extent the restorations are paid by the Building Insurance Proceeds. If Landlord has not restored the Premises to the extent specified under this Section within six (6) months of the casualty, or if the Premises shall be substantially damaged during the last six (6) months of the Lease Term then, in either such case, Tenant may elect to terminate this Lease by giving written notice of such election to Landlord within thirty (30) days after the end of such six month period and before the substantial completion of such restoration. If Tenant so elects to terminate this Lease, then this Lease and the term hereof shall cease and come to an end on the date that is thirty (30) days after the date that Landlord receives Tenant's termination notice, unless on or before such date Landlord has substantially completed such restoration. The insurance proceeds shall be applied to repair those damages. The tenant may elect to retrain all proceeds apply to the Tenant's operations or possessions (and not the building or its improvements). Similarly the Landlord may elect to retain all the remaining proceeds (that apply to the Building and its improvements).

#### 12.04 ABATEMENT OF RENT.

If during the Lease Term the Building shall be damaged by fire or casualty, that is not attributable to the Tenant or any of Tenant's agents, and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, after the 3 month Loss of Income insurance policy expires, a just proportion of the Base Rent payable by Tenant hereunder shall abate proportionately for the period in which, by reason of such damage, there is such interference with Tenant's use of the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of the Premises, but such abatement or reduction shall end if and when Landlord shall have substantially restored the Premises or applied all insurance proceeds.

#### 12.05 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs or perform any restoration work under this Article XII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, 1.) the

requirements of any applicable laws, codes, ordinances, rules, or regulations, 2.) the refusal of the holder of a mortgage or ground lease affecting the premises to make available to Landlord the net insurance proceeds attributable to such restoration or 3.) the inadequacy of such proceeds (assuming Landlord has obtained the insurance required hereunder) to fund the full cost of such repairs or restoration. Reasonably promptly after Landlord ascertains the existence of any such cause, the Landlord shall either terminate this Lease or waive such condition to its restoration obligations and proceed to restore the Premises as otherwise provided herein. Further, notwithstanding the above provisions, the Landlord shall not be obligated in any event to make any repairs or perform any restoration work to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant (all of which Tenant shall repair and restore) or to any fixtures in or portions of the Premises or the Building which were not submitted changes to the building per section 6.01.

#### **Article XIII. EMINENT DOMAIN**

##### **13.01 RIGHTS OF TERMINATION FOR TAKING**

If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken (including a temporary taking in excess of 180 days) by condemnation or right of eminent domain or sold in lieu of condemnation, this Lease shall terminate as of the date of such taking and no further shall be due thereafter.

Further, if so much of the Building (which may include the Premises) or the Land shall be so taken, condemned or sold or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority such that continued operation of the same would, in Landlord's opinion, be uneconomical, Landlord may elect to terminate this Lease by giving notice to Tenant of such election not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease be not terminated in accordance with the foregoing provisions, Landlord shall promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant within a reasonable time after Landlord has determined the

estimated cost of such restoration. In the case of such taking, rent shall be abated in proportion to the amount of space taken by such condemnation proceeding.

#### **13.02      PAYMENT OF AWARD**

The Landlord shall have and hereby reserves and accepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building and the Land and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. The Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

#### **13.03      ABATEMENT OF RENT**

In the event of any such taking of the Premises, the Base Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

#### **13.04      MISCELLANEOUS**

In no event shall Landlord have any obligation to make any repairs under this Article XIII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, requirements of any applicable laws, codes, ordinances, rules, or regulations or requirements of any mortgagee.

#### **13.05      FITCHBURG MUNICIPAL AIRPORT EASEMENT**

Notwithstanding the balance of this Article XIII the Fitchburg Municipal Airport has expressed a desire to acquire by purchase or eminent domain proceedings an air rights easement over a portion of the Property within the flight path of the airport. Said proposed easement does not interfere with the existing structures on the property. Tenant will not be allowed to terminate the lease, collect any payment, or receive any rent abatement pursuant to the Fitchburg Municipal Airport easement, should such an easement be obtained by Fitchburg municipal airport.

### **Article XIV.   DEFAULT**

#### **14.01      TENANT'S DEFAULT**

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

(i) Tenant shall fail to make payment of rent or any other monetary amount due under this lease within fifteen (15) days after Landlord has sent via certified or electronic mail to Tenant written notice of such default, provided however, Tenant shall be entitled to such notice and cure right only three times in any 12 month period;

(ii) Tenant shall fail to perform or observe any other covenant or provision herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after written notice to Tenant specifying such neglect or failure, or, if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity and no less than ninety (90) days after such notice;

(iii) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts;

(iv) Tenant shall vacate or abandon the Premises or Tenant shall cease to be legally permitted to operate a RMD under the laws of the Commonwealth of Massachusetts,

then, in any such case, Landlord may, as permitted by law, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming by, through or under it and remove its or 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 preceding breach of covenant and/or Landlord may terminate this Lease by notice to Tenant and this Lease shall come to an end on the date of such notice as fully and completely as if such date were on the date herein originally fixed for the expiration of the term of this Lease (Tenant hereby waiving any rights of redemption, if any, under G.L. c. 186, § 11 to extent that such rights may be lawfully waived), and Tenant will then quit and surrender the Premises

to Landlord, but Tenant shall remain liable as herein provided. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease. In the event of any such termination, entry or re-entry, Landlord shall have the right to remove and store Tenant's property and that of persons claiming by, through or under Tenant at the sole risk and expense of Tenant and, if Landlord so elects, (x) to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or (y) to dispose of such property in any manner in which Landlord shall elect. Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises after such termination, entry or reentry.

(b) Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or reentry by Landlord, whether by proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would become due under the terms of this Lease if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be re-let by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in re-letting, after deduction of all expenses incurred in re-letting the Premises (including, without limitation, remodeling costs, brokerage fees, attorney fees and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits that would have accrued to Landlord under this Lease for the remainder of the Lease Term if the lease terms had been fully complied with by Tenant over and above the then full rental value of the Premises for what would be the then unexpired Lease Term if the same remained in effect. The amount to be paid will be discounted at the then existing 30-day Libor rate. For purposes of this Article, if Landlord elects to require Tenant to pay damages in accordance with immediately preceding sentence, the total amount due shall be computed by assuming that Tenant's obligations for Taxes and Operating Costs would be, for the balance of such unexpired term, the amount thereof respectively for the tax and lease years in which such termination, entry or reentry shall occur.

(c) In case of any Default of Tenant, reentry, entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms that may at Landlord's option be equal to or less than or exceed the period that would otherwise have constituted the balance of the Lease Term and (ii) make such alterations, repairs and decorations in the Premises as Landlord, considers advisable or necessary for the purpose of re-letting the Premises; and no action by Landlord in accordance with the foregoing shall operate or be construed to release Tenant from liability hereunder as aforesaid. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any re-letting of the Premises all relevant factors that would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, such as, but not limited to the financial responsibility of any such replacement tenant. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting, and Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Tenant's damages, provided however, the Landlord agrees to list the Premises with a broker in the event of a termination, entry or reentry under this Article XIV, provided that Landlord's obligation to list the Premises as provided herein is independent of Tenant's obligations under this Article XIV and shall not be construed to entitle Tenant to set off against any amounts payable by Tenant hereunder in the event of a breach or alleged breach by Landlord of such obligation, and Landlord agrees to use good faith efforts to lease the Premises at market rates, or such lower rates as Landlord may elect in its sole discretion. In no event shall Landlord be obligated to give priority to the re-letting of the Premises over any other Premises in the Building or any other building owned by Landlord.

(d) If there is at any time a guarantor or assignee of this Lease or any interest of Tenant herein or any sub-Tenant, franchisee, concessionee or licensee of all or any portion of the Premises, the happening of any of the events described in paragraph (a) (iii) of this Section with respect to such guarantor, assignee, sub-Tenant, franchisee, concessionee or licensee shall constitute a Default of Tenant hereunder.

(e) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may, at any time, be entitled lawfully and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

(f) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorney fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

(g) Upon any Default of Tenant, or the expiration or termination of this Lease, Landlord shall have the right of summary process under G.L. c. 239, or other applicable statutes, and such other rights to recover possession as permitted by law. Tenant and Landlord each hereby waives any and all rights under the laws of any state to the right, if any, to trial by jury.

#### 14.02 LANDLORD'S DEFAULT

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation.

#### 14.03 LANDLORD'S PERFORMANCE OF TENANT'S RESPONSIBILITIES

After written notice to the Tenant with a right to cure, Landlord shall have the right, but shall not be required, to pay such sums and do any act, whether the same requires the expenditures of monies or not, which may be necessary or appropriate by reason of failure or neglect of Tenant to perform any of the provisions of this Lease. In the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand the cost of performing the same, plus interest at 15% per year of such cost, or such lesser interest rate as may be allowed under applicable law. If Tenant shall default in such payment, Landlord shall have the same rights and remedies as Landlord has hereunder for the failure of Tenant to pay the Rent or Additional Rent. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease, and the exercise of these rights shall not be deemed an obligation of Landlord to perform such right in the future.

### Article XV. THE LANDLORD'S ACCESS TO PREMISES

#### 15.01 THE LANDLORD'S RIGHT OF ACCESS

The Landlord's right of access to maintain the Premises shall be restricted to that which is permissible under state law. Specifically, and in accordance with 105 C.M.R. 725.110(c)(4), the Landlord must obtain and wear a visitor's badge and be escorted at all times by an agent of the Tenant in order to enter the Premises. The Landlord understands that there is constant live surveillance of the site by the security company employed by the Tenant.

To the extent permitted by law and the Department of Public Health, Landlord and its agents, contractors and employees shall have the right to enter the Premises at all reasonable business hours upon reasonable advance written notice in the cases of

emergency, notice may be quite short. For the purpose of inspecting or of making repairs or alterations, to the Premises or the Building or additions to the Building, and, to the extent permitted by law, Landlord shall also have the right to make access available at all reasonable business hours, upon reasonable advance written notice, to prospective or existing mortgagees or purchasers of any part of the Building. If repairs are required to be made by Tenant pursuant to this Agreement or if Tenant is required to perform any obligation hereunder, Landlord may demand that such repairs or obligation is performed promptly after Landlord's notice (or within any time frame explicitly provided for hereunder), and if Tenant fails to perform such repairs or other action required hereunder by such time, Landlord may (but shall not be required to) perform such repairs or other obligations. If Landlord performs such repairs or other obligations as provided above, Tenant shall reimburse Landlord, upon demand, for all reasonable costs incurred by Landlord in connection therewith. For a period commencing twelve (12) months prior to the expiration of the Lease Term, Landlord may, as permitted by law, have reasonable access to the Premises at all reasonable business hours, with reasonable advance written notice, for the purpose of exhibiting the same to prospective tenants as permitted by applicable state or local law.

#### **Article XVI. RIGHTS OF MORTGAGEES**

##### **16.01 SUBORDINATION AND ATTORNMENT**

(a) If any holder of a mortgage or holder of a ground lease of property which includes the Premises, executed and recorded subsequent to the date of this Lease, shall so elect, the interest of Tenant hereunder shall be subordinate to the rights of such holder, provided that such holder shall agree to recognize in writing the rights of Tenant under this Lease upon the terms and conditions set forth herein, and the performance by Tenant of Tenant's obligations hereunder (but without any assumption by such holder of Landlord's obligations under this Lease); or

(b) If any holder of a mortgage or holder of a ground lease of property which includes the Premises executed and recorded prior to the date of this Lease shall so elect, this Lease, and the rights of Tenant hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such mortgage.

(c) The election of any such holder as to Subsection (a) above shall be exercised by notice to Tenant, in the same fashion as notices under this Lease are given by Landlord to Tenant, and, if such notice is given, such subordination shall be effective as to all advances then or thereafter made by such holder under such mortgage or in connection with such ground lease, provided that an agreement reasonably acceptable to Tenant is executed by such holder, agreeing to recognize the rights of Tenant under this Lease, as set forth above. Any election as to Subsection (b) above shall become effective upon either notice from such holder to Tenant in the same fashion as notices from Landlord to Tenant are to be given hereunder or by the recording in the appropriate registry or recorder's office



of an instrument, in which such holder subordinates its rights under such mortgage or ground lease to this Lease.

(d) Forthwith upon the request of Landlord, the holder of any mortgage or deed of trust affecting the Premises, or the Landlord under any ground lease affecting the Premises, Tenant shall execute and deliver to such party an attornment agreement providing that Tenant shall attorn to such holder or Landlord in the event of a foreclosure of such mortgage or deed of trust or transfer in lieu thereof or a termination of such ground lease and incorporating such other terms and conditions as such party may reasonably require, provided that such agreement includes an agreement by such other party to recognize the rights of Tenant under this Lease. Irrespective of whether any such attornment agreement has been executed, Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord, its successors or assigns, encumbering the Premises, or any part thereof, or in the event of termination of any ground lease, if so requested, attorn to the purchaser or ground Landlord upon such foreclosure, sale or termination or upon any grant of a deed in lieu of foreclosure and recognize such purchaser or ground Landlord as Landlord under this Lease.

(e) Tenant agrees on request of Landlord to execute and deliver from time to time any instrument that Landlord may reasonably deem necessary to implement the provisions of this Section.

(f) Landlord agrees to obtain a subordination, non-disturbance and attornment agreement in form reasonably acceptable to Tenant, wherein any party currently holding a mortgage encumbering the Premises agrees to recognize the rights of Tenant under this Lease provided that Tenant is not in default of its obligations under this Lease.

#### 16.02 ASSIGNMENT OF RENTS

(a) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property that includes the Premises, Tenant agrees:

(b) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground Landlord, shall never be treated as an assumption by such holder or ground Landlord of any of the obligations of Landlord hereunder, unless such holder or ground Landlord shall, by notice sent to Tenant, specifically otherwise elect; and

(c) that, except as aforesaid, such holder or ground Landlord shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or in the case of a ground Landlord, the assumption of Landlord's position hereunder by such

ground Landlord.

## **Article XVII. MISCELLANEOUS PROVISIONS**

### **17.01 CAPTIONS**

The captions throughout this Lease are for convenience or reference only and shall in no way be held or deemed to define, limit, explain, describe, modify, or add to the interpretation, construction, or meaning of any provision of this Lease.

### **17.02 BIND AND INURE**

Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The reference herein to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by the provisions of Article VII. Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage on the Building, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually.

### **17.03 NO WAIVER**

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

### **17.04 CUMULATIVE REMEDIES**

The specific remedies to which either party may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by of either party of any provisions of this Lease. In addition to the other remedies provided in this Lease, either party shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific

performance of any such covenants, conditions or provisions. Except as otherwise set forth herein, any obligations of either party as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify) shall survive the expiration or earlier termination of this Lease, and either party shall immediately reimburse the other for any expense incurred in curing either party's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected following the expiration or earlier termination of this Lease).

17.05 PARTIAL INVALIDITY

If any term or provision of this Lease or any portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Lease and of such term or provision and the application of this Lease and of such term and provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17.06 ESTOPPEL CERTIFICATES

Tenant agrees on the Commencement Date and from time to time thereafter, upon not less than fifteen (15) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and other charges required under this Lease and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications, and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Rent and other charges have been paid. Any such statement delivered pursuant to this Section 17.07 may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises or any prospective assignee of any such mortgagee.

17.07 BROKERAGE

Tenant shall not be responsible for any commissions or fees owed to any Broker in connection with this transaction. There is no separate agreement between any Broker and Tenant. Landlord will be responsible for payment of any portion of the commissions that the Seller does not pay and will be due and payable to Tabor Keally under a separate agreement.

17.08 ENTIRE AGREEMENT

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. This Lease may be

modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof.

17.09 HOLDOVER.

If Tenant remains in the Premises after the termination of this Lease, by its own terms or for any other reason, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, at a daily rate equal to one hundred fifty percent (150%) of the Rent applicable immediately prior to such termination plus the then applicable additional rent and other charges under this Lease. Tenant shall also pay to Landlord all damages, direct or indirect, sustained by Landlord by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

17.10 COUNTERPARTS.

This Lease is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

17.11 CONSTRUCTION AND GRAMMATICAL USAGE.

This Lease shall be governed, construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so admits or requires. If there be more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each such party and, if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the partners and the obligations of the firm.

17.12 WHEN LEASE BECOMES BINDING.

Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

17.13 NO SURRENDER.

The delivery of keys to any employee of Landlord or to Landlord's agents or employees shall not operate as a termination of this Lease or a surrender of the Premises.

17.14 COVENANT OF QUIET ENJOYMENT.

Subject to the terms and provisions of this Lease and on payment of the Rent, additional rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or election by Landlord or by any persons claiming under Landlord.

17.15 INTENTIONALLY DELETED

INTENTIONALLY DELETED.

17.16 TERMINATION RIGHTS.

- (a) Tenant agrees to use diligent efforts to obtain local Approvals, and Landlord agrees to use diligent efforts to assist Tenant in obtaining all local approvals, including but not limited to signing applications, working with local officials and attending local meetings to support and advocate on behalf of Tenant. Tenant will not be permitted to undertake cultivation activity at an alternative location while also cancelling this lease.
- (b) Before the end of the due diligence period (as it may be extended) under the P&S, Tenant may terminate this Lease and pursue a different site if
  - a. (i) the Site Plan Approval process results in additional costs or conditions being imposed on Tenant, costing in excess of \$100,000 over Tenant's current tenant improvement budget,
  - b. (ii) DPH rejects the Premises as a site for Tenant, or
  - c. (iii) Tenant is unable to close on its participating loan funding transaction.
- (c) If Tenant exercises such termination right, Tenant shall pay to Landlord \$100,000, plus the cost of the PSL testing, plus all other reasonable out of pocket costs of Landlord incurred in connection with the acquisition of the Premises.
- (d) In addition, Landlord shall have the right to terminate this Lease in the event it has a reasonable basis (e.g. the issuance by federal authorities of a letter ordering Tenant to cease operations or be prosecuted) to believe that there has been a change in federal enforcement priorities or state law that makes the operation by Tenant no longer possible or subject to prosecution, provided however, if Landlord exercises such right, Tenant may prevent termination of this Lease by placing in escrow \$50,000, which may be negotiated (acting reasonably with regards to the circumstances) to serve as a security deposit to be applied only to reasonable costs incurred by Landlord to protect its interests from any then pending or threatened litigation by the federal or state authorities.

If Landlord terminates this Lease by exercising its rights under this Section 17.17D, a termination fee shall be due and payable, as liquidated damages, equal to the amount of funds in the Security Deposit. Accordingly, upon such event, Landlord may apply the funds in the Security Deposit as full payment of such termination fee and Tenant shall have no further obligations hereunder other than obligations that are to survive expiration or termination of the Lease (excluding future Rent). [ Landlord acknowledges that it shall not sign letters of intent, options to lease, or leases with other parties who have a Provisional License or are also applying for RMD Registrations on this property without due cause (e.g. default by Tenant).

#### 17.17 NOTICES

Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid or by so-called "express" mail (such as Federal Express or U.S. Postal Service Express Mail): If intended for Landlord, to: Peter Hodges, 14 Felton Street Waltham, MA 02453, (Cell: 617-504-4406, Home: 781-259-8638) with a copy to Howard Kelman, Winokur, Serkey & Rosenberg 81 Somerset Street, Plymouth, MA 02360, or to such other addresses or addresses as may from time to time hereafter be designated by Landlord by like notice. If intended for Tenant, to: Garden Remedies, Inc., P.O. Box 67066, Chestnut Hill, MA 02467 with a copy to Bruce H. Bagdasarian, Esquire, Sheehan Phinney Bass + Green, PC, 255 State Street, Boston, Massachusetts 02109, or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice.

All such notices shall be effective upon delivery, attempted delivery, or refusal, whichever occurs first, at the address or addresses of the intended recipient, as set forth above.

#### 17.18 SELF-HELP

In the event Landlord fails to perform its maintenance and repair obligations hereunder within 10 days after notice from Tenant of such failure, Tenant, after notifying Landlord, shall be permitted to make such repair, whereupon Tenant shall have the option of deducting the reasonable cost of such repair from Base Rent or requiring Landlord to reimburse Tenant upon demand for all reasonable expenses related thereto; however, if the Tenant considers the situation to be an emergency threatening the business operation, the Landlord's oral response should be within 24 hours and shall not be more than 3 days. Notwithstanding the foregoing, in the event there exists a condition which presents a risk to the Tenant's inventory to material property damage, a release of Hazardous Materials or bodily injury, Tenant may make such repair, and shall at the same time attempt to contact Landlord regarding same, whereupon Tenant shall have the option of deducting the reasonable cost of such repair from Base Rent or requiring Landlord to reimburse Tenant upon demand for all expenses related thereto.

#### 17.19 NOTICE OF LEASE

Tenant shall not record this Lease without the prior written consent of Landlord; otherwise, it shall constitute an Event of Default hereunder. Either party, upon the request of the other party, after Base Rent payments hereunder have commenced shall execute and acknowledge a short form memorandum of this Lease for recording purposes.

#### 17.20 REPRESENTATIONS AND WARRANTIES

- (a) Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.
- (b) Landlord represents and warrants that (a) Landlord presently owns 100% of the fee simple title to the Property (b) Landlord is not currently a party in any litigation which could impair Landlord's ability to observe the terms and conditions of this Lease or perform its obligations hereunder, and (c) Landlord has no knowledge that the Premises are in violation of any applicable federal, state or local environmental laws.
- (c) Tenant represents and warrants that Tenant shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Land or Building and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Land or Building, to the extent that such encumbrance or interest arises from or is related to Tenant's performance or non-performance of its obligations hereunder.

#### 17.21 NO ACCORD AND SATISFACTION

No acceptance by Landlord of a lesser sum than the minimum and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed to be an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease or at law or in equity provided.

#### 17.22 LANDLORD'S ENFORCEMENT EXPENSES

Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by the Landlord arising out of or resulting from any breach by the Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

**17.23      NO PERSONAL LIABILITY OF THE LANDLORD OR  
TENANT**

The Tenant agrees to look solely to Landlord's then equity interest in the Premises at the time owned, or in which Landlord holds an interest as ground Tenant, for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee, or other fiduciary) nor any partner, policyholder, officer, manager, member, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

Neither Landlord nor Tenant shall in any case be responsible for consequential damages.

**17.24      GOVERNING LAW:**

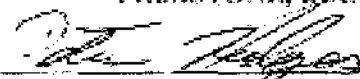
The terms of this Lease shall be governed by the laws of the Commonwealth of Massachusetts.

**17.25      CONFIDENTIALITY:**

The Landlord and its agents will not disclose the terms of this Lease or anything else about the Tenant's business, operations, personnel, agents or financing to any third party, other than potential Mortgagees. The Landlord and its agents, must provide written requests and receive written authorization to enter the Premises and shall not take any photographs, electronic images or video of the interior of the building and upon entering the building will surrender any and all electronic equipment capable of taking such photographs, electronic images or video, including, but not limited to cell phones, iPads, cameras, video cameras, computers, or other capable personal electronic devices

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the date set forth in Section 1.02, above.

LANDLORD:  
PRIMSTONE, LLC

BY:   
Name: Peter Hodges  
Title: Managing Member



TENANT:  
GARDEN REMEDIES, INC.



**EXHIBIT A**  
**(Property Description)**

Total Building Size:	81,718 ± SF
Office Space:	7,102± SF -includes 2 two rooftop HVAC units, suspended tile ceiling, painted sheetrock block walls, carpet and tile flooring.
Land Size:	7.7± acres
Zoning:	Industrial
Year Built:	1964
Construction:	Steel frame, concrete block walls
Floor:	Reinforced concrete
Loading:	4 truck height doors, 1 leveler
Ceiling Heights:	14'8"
Column Spacing:	31'x40'
Power:	800 Amps, 208 Volts, 3 Phase
Heat:	Gas fired units
Roof:	Rubber
Sprinkler:	Full 2-8' wet sprinkler risers
Lighting:	Stripped fluorescent and metal halide
Water /Sewer:	City of Fitchburg
Gas/Electric:	Fitchburg Gas and Electric Company
Easements:	Various air right Easements exist with the airport



EXHIBIT C

INTENTIONALLY DELETED

**EXHIBIT D**  
**(Partial Description of Tenants Work)**

Details on the work is not available at the signing of this lease. However, it is understood that the Tenant's work shall include the following::

- 1) Upgrade and install the electrical systems.
- 2) Upgrade and Install the HVAC Systems
- 3) Upgrade and Install the electrical systems
- 4) Install high end security systems
- 5) Alter the sprinkler system to comply with code requirements.
- 6) Partition the space
- 7) Upgrade and replace the lighting
- 8) Install fencing to secure the premises.
- 9) Secure the windows

#### EXHIBIT E – Property Clean Up/Painting

The Tenant agrees that the space will be acceptable for occupancy if the work below is performed.

##### Clean up:

Upon closing under P&S and delivery of the premises to the Tenant, the Landlord will execute and manage the following contractual work.

- Certain demolition work described in Section 3.04 of this Lease: (Landlord to not pay any of these costs)
- The removal of all asbestos from the Building other than asbestos in the floor tiles (Landlord to pay \$14,000)
- Payment of the FSL testing invoice (Landlord to pay \$12,385)
- Power washing of the building (Landlord to pay \$17,615)

The Landlord will pay for the asbestos removal, FSL testing and power washing work up to \$44,000. Any excess charges for activity outlined above will be paid for according to the payment sharing percentages outlined below. The contracts for the above work (excepting the Demolition work) will be obtained and proposed by Landlord and shall have reasonable detail and specifications to determine the scope of the work. Tenant shall not unreasonably withhold consent to same..

##### Painting:

Promptly after the power washing work has been completed, , the Tenant may require Landlord to also spray paint the building interior under a contract and with specifications that are mutually agreed to by the parties in their reasonable discretion. The cost of the painting is estimated to be \$62,000 (\$0,000 - 18,000 for power washing). Should this work be performed, the costs will be allocated as follows:

- 25% (\$10,500) will be paid by the Landlord
- 25% (\$10,500) will be a cost to the Tenant, but will be added to the 200,000 borrowing per Paragraph 6.02
- 50% (\$21,500) will be paid by the Tenant.

Any costs in excess of the \$80,000 to both power wash and spray paint will be born solely by the Tenant.

The Tenant will be solely responsible for any further environmental testing or analysis.

Application 2 of 3

Capitol Records, Inc.

Section 3 Paragraph 1 Section 14

732 NEWBURYPORT TURNPIKE  
MELROSE, MASSACHUSETTS

LEASE OF  
RETAIL SPACE

## INDEX

ARTICLE	SUBJECT	PAGE
	PARTIES.....	4
I.	REFERENCE DATA .....	4
II.	DEMISED PREMISES.....	5
III.	TERM .....	6
IV.	BASE RENT .....	6
V.	SECURITY DEPOSIT.....	7
VI.	OPERATING EXPENSES.....	7
VII.	USE.....	9
VIII.	MAINTENANCE & REPAIRS.....	11
IX.	COMPLIANCE WITH LAWS.....	13
X.	INSURANCE.....	13
XI.	INDEMNITY AND PUBLIC LIABILITY INSURANCE...	14
XII.	ASSIGNMENT & SUBLEASING.....	16
XIII.	SUBORDINATION.....	17
XIV.	FIRE AND EMINENT DOMAIN.....	17
XV.	TENANT'S DEFAULT.....	18
XVI.	NOTICE.....	20
XVII.	COVENANT OF QUIET ENJOYMENT.....	20



<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
XVIII.	SURRENDER.....	20
XIX.	ACCESS.....	21
XX.	LANDLORD'S EXPENSES.....	21
XXI.	BROKER.....	22
XXII.	EXTENSION OF TERM.....	22
XXIII.	MISCELLANEOUS.....	23

#### EXHIBITS

EXHIBIT A	PLAN OF DEMISED PREMISES
EXHIBIT B	RULES & REGULATIONS

LEASE OF  
RETAIL SPACE

This lease entered into and dated as of the 6<sup>th</sup> day of April, 2018, by and between JK, LLC, a Massachusetts limited liability company with a principal office at 732 Turnpike Street, Melrose, Massachusetts 02176 hereinafter called the "LANDLORD", which expression shall include its successors and assigns where the context so admits,

and

GARDEN REMEDIES, INC., a Massachusetts non-profit corporation with a principal office at 307 Airport Road, Fitchburg, Massachusetts 01420, hereinafter called the "TENANT", which expression shall include its successors and assigns where the context so admits.

ARTICLE I

REFERENCE DATA

- (1) BUILDING: 732 Newburyport Turnpike, Melrose, Massachusetts.
- (2) PROPERTY: The building and the lot consisting of 4.797 acres, more or less, upon which the building stands.
- (3) DEMISED PREMISES: 5000 Sq. Ft. of space in the Building which contains 23,458 Sq. Ft. as shown on Exhibit A.
- (4) TERM: Ten (10) Years.
- (A) LEASE COMMENCEMENT DATE: The later of (i) April 9, 2018; or (ii) the date that the Premises are delivered vacant to Tenant.
- (B) LEASE TERMINATION DATE: March 31, 2028.
- (5) PERMITTED USE: The sale of medical marijuana and related office use, and the sale of adult use marijuana, if allowed to the extent permitted by Massachusetts law.
- (6) BASE RENT:

	<u>PER YEAR</u>
(A) FIRST LEASE YEAR	\$500,000.00
(B) SECOND LEASE YEAR	\$500,000.00
(C) THIRD LEASE YEAR	\$510,000.00
(D) FOURTH LEASE YEAR	\$520,200.00
(E) FIFTH LEASE YEAR	\$530,604.00
(F) SIXTH LEASE YEAR	\$541,216.08

(G) SEVENTH YEAR	\$552,040.40
(H) EIGHTH YEAR	\$563,081.21
(I) NINTH YEAR	\$574,342.83
(J) TENTH YEAR	\$585,829.69

In the event the TENANT is granted a Marijuana Retailers license by the Massachusetts Cannabis Control Commission in accordance with Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017, for the sale of marijuana for adult use, the Base Rent shown above shall be increased by \$300,000.00 (the "Adult Use Increased Rent") per annum. The Adult Use Increased Rent shall increase each succeeding lease year of the Lease at the rate of Two (2%) percent per annum.

(7) SECURITY DEPOSIT: \$125,000.00

(8) PARKING SPACES: 23 spaces  
(As designated on Exhibit A)

(9) EXTENSION PROVISIONS: Two extension option periods, each for a term of Five (5) years to be exercised by not less than one year's advance written notice pursuant to the provisions of Article XXII.

(10) PERMITTING CONTINGENCY: TENANT shall have the option to terminate this Lease if has not received all necessary permits and approvals from the City of Melrose and the Commonwealth of Massachusetts for the operation of a Registered Marijuana Dispensary at the DEMISED PREMISES.

Each reference in this Lease to any of the terms, titles or designations set forth in this Article I shall be deemed to recite and incorporate the data pertaining to and/or the definitions of that term, title or designation contained in this Article.

## ARTICLE II

### DEMISED PREMISES

2.1 LANDLORD, for and in consideration of the Base Rent, including the "Adult Use Increased Rent") and all other charges and payments herein reserved to the LANDLORD and payable by the TENANT, and of the covenants, agreements, terms, provisions and conditions to be performed, kept and observed by TENANT does hereby demise and lease to TENANT, and TENANT does hereby hire and take from LANDLORD the DEMISED PREMISES (also referred to as the "Premises"), subject to the mortgages and other matters of record and upon and subject to the covenants, agreements, terms, provisions and conditions herein set forth.

2.2 LANDLORD hereby grants to TENANT the right to use, in common with others entitled thereto, (i) such of the hallways and stairways of the Building as may be necessary for and egress from the DEMISED PREMISES; and (ii) such exterior walkways between the Building and the driveway and parking area on the Property designated by LANDLORD on Exhibit A.

(a) With reference to the driveway and parking area designated for use by the Tenant, Landlord agrees to not transport equipment over such parking area during Tenant's business hours, which are between 8am to 8pm, seven days a week and to repair any damage attributable to such use by Landlord. Landlord agrees to limit such use to those vehicles that require passage over such parking area due to the difficulty in traveling across the other common areas of the Property.

2.3 LANDLORD reserves the right from time to time, without unreasonable interference with TENANT'S use and upon reasonable notice to TENANT, to install, use, maintain, relocate, repair and replace ducts, pipes conduits, wires and appurtenant meters and equipment servicing other parts of the BUILDING and located above the ceiling or within the walls of the DEMISED PREMISES.

2.4 DELIVERY OF PREMISES. There is no Landlord work to be performed, except as set forth in Section 8.1(b), provided however, all structural components of the Building and the electrical, plumbing and HVAC systems serving the Demised Premises shall be delivered in good working order, with a roof that does not leak. Landlord agrees that it shall use diligent efforts to deliver the Premises to Tenant by April 9, 2018. If Landlord fails to deliver the Premises to Tenant by June 1, 2018, Tenant may terminate this Lease. Tenant agrees to inspect the Demised Premises within two weeks from the date the Demised Premises are delivered to Tenant and to identify any problems revealed by such inspection.

2.5 TENANT WORK. Tenant shall build out the Premises in accordance with plans and specifications approved by Landlord ("Tenant's Work"), such consent not to be unreasonably withheld. Tenant, at its sole cost and expense, shall engage an architect to prepare architectural and design plans and specifications (collectively, the "Tenant's Plans") prepared first in preliminary form (collectively, the "Preliminary Plans"), and thereafter in working form (collectively, the "Working Drawings"), and covering the Tenant's Work. Tenant shall pay all costs and expenses relating to the Tenant's Plans. Upon submittal of any portion of the Tenant's Plans, Landlord shall review the Tenant's Plans and shall either approve the Tenant's Plans, which approval shall not be unreasonably withheld, or advise Tenant in writing of any aspect of the design, engineering, construction or installation which is not acceptable to Landlord. Landlord shall advise Tenant of its approval or comments on the Tenant's Plans within ten (10) business days after Landlord's receipt of the Tenant's Plans. In the event that Landlord shall disapprove of any portion of the Tenant's Plans, Tenant shall have ten (10) business days after Landlord's notification of its disapproval to revise the Tenant's Plans and resubmit them to Landlord. All work performed by Tenant under this Lease, whether constituting part of Tenant's Work, Alterations (as hereinafter defined), or otherwise, shall be done in a good and workmanlike manner. All improvement constructed by Tenant shall be deemed owned by Tenant until the end of the lease term, at which point they shall be deemed owned by Landlord.

### ARTICLE III

#### TERM

3.1 The term of this Lease shall begin on the Lease Commencement Date and terminate on the Lease Termination Date. Notwithstanding the foregoing, if TENANT'S personnel shall occupy all or any part of the DEMISED PREMISES prior to the Lease Commencement Date as determined pursuant to the preceding sentence, the Lease Commencement Date shall be deemed to be the date of such occupancy.

3.2 The term "Lease Year" as used herein shall mean: (i) the twelve (12) consecutive months following the Lease Commencement Date, if the Lease Commencement Date does not fall on the first day of the month, then the first Lease Year shall consist of the balance of the month in which the Lease Commencement Date falls, plus the twelve (12) consecutive full calendar months immediately thereafter; and (ii) each subsequent twelve (12) month period during the Term commencing with the anniversary of the first Lease Year.

3.3 If TENANT remains in possession of the DEMISED PREMISES or any part thereof after the expiration of the term without the execution of a new lease agreement or extension or renewal agreement, TENANT shall be responsible to LANDLORD for all damages sustained by LANDLORD as a result of TENANT'S failure to vacate the DEMISED PREMISES and at the option of LANDLORD, exercised by written notice to TENANT, TENANT shall be deemed to be occupying the DEMISED PREMISES, from month to month, subject to such occupancy being terminated by either party upon at least thirty (30) days written notice, at a monthly Base Rent equal to one and one half (1 ½) times the amount of the last monthly installment of Base Rent during the last month of the term (or, if applicable, during the last month of any extension or renewal term), plus all other charges payable hereunder, and being subject to the other covenants, terms and conditions of the Lease insofar as the same may be applicable to a month-to-month tenancy.

### ARTICLE IV

#### BASE RENT

4.1 The TENANT shall pay to LANDLORD the Base Rent (which term shall hereinafter include the Adult Use Increased Rent as defined in Article I, from the time Tenant is granted a Marijuana Retailer license), for the applicable Lease Year as set forth in Article I, without any setoff or deduction. Annual Base Rent shall be paid in equal monthly installments in advance of the first day of each month without notice or demand commencing with the Lease Commencement Date. Upon execution of the Lease, TENANT shall pay the first monthly payment of annual Base Rent of the First Year Lease and the Security Deposit hereinafter described.

4.2 Base Rent for the first or last month hereof shall be prorated if the Term Commences on a date other than the first day (or terminates on a date other than the last day) of a month.

4.3 As provided above in Article I, Section 6, Base Rent shall increase by \$300,000.00 per lease year beginning on the date TENANT commences the sale of marijuana for adult use following TENANT'S receipt of a license from the Massachusetts Cannabis Control Commission in accordance with Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017, for the sale of marijuana for adult use, (hereinafter "Adult Use Increased Rent"). The Adult Use Increased Rent shall be apportioned for the lease year during which the TENANT commences the sale of marijuana for adult use and shall be increased each lease year for the remainder of the Term of this Lease and all extensions by 2% per annum.

## ARTICLE V

### SECURITY DEPOSIT

Upon execution of this Lease, the TENANT herewith deposits with the LANDLORD the amount set forth in Article I as a Security Deposit to secure its full and faithful performance and observation of all the covenants and conditions of this Lease on its part to be performed and observed, which amount is to be returned to the TENANT without interest at the expiration of the term of the Lease, unless during the term or any extension thereof TENANT has breached any of the covenants and/or conditions of this Lease, in which event LANDLORD may expend so much of the Security Deposit as is reasonably necessary to cure the breach, and TENANT shall promptly redeposit with the LANDLORD an amount sufficient to restore the Security Deposit to its previous total. Upon termination of the Lease, the Security Deposit shall be returned to the TENANT within 30 days after surrender of the DEMISED PREMISES, subject to the terms of Article XVIII and the above provisions, after deduction of rent in arrears and/or reasonable repair and capital expenditures costs. The LANDLORD may commingle the Security Deposit with its own funds and no fiduciary relationship shall be created with respect to said Security Deposit.

## ARTICLE VI

### OPERATING EXPENSES

6.1 TENANT, in addition to the Base Rent, shall pay to LANDLORD, as Additional Rent, Twenty One and 3/10 (21.3%) percent of the Operating Expenses, as herein defined, which LANDLORD shall pay or become obligated to pay because of, or in connection with the ownership and operation of the Property.

6.2 The term "Operating Expenses" as used herein shall mean the following expenses, costs and disbursements:

(a) Real estate taxes levied upon the Property or any tax levied in substitution thereof or in addition thereto, other than a tax on profits or net income or interest due to late payments by Landlord; however, TENANT shall pay as Additional Rent 100% of the increase in the real estate tax attributable to TENANT'S improvements to the Property or resulting from other improvements of any kind whatsoever placed in, on or about the Property for the benefit of, at the request of, or by TENANT, including any increase in the real estate tax or any other

assessment attributable to the Base Rent including the Adult Use Increased Rent paid by TENANT, provided however, Tenant shall be credited (or if the term has expired, paid) its share of any tax abatements received by Landlord for any period of time during the term of this Lease. In the event of any betterment charges assessed to the Property during the term of the Lease (including any extensions), Landlord will charge the Tenant their proportionate share of the betterment charge, but only the amortized portion based on a straight line amortization period of ten (10) years, provided however, if Landlord elects to pay the betterment in the year in which it is assessed rather than over a period of years, and Landlord finances such payment to save money on the additional charges that the City of Melrose may add to the betterment due to permitting payment over a period of years, then Landlord may add interest up to the amount charged to Landlord by its lender, but no greater than the interest that the City of Melrose would have charged. Accordingly, if the betterment is assessed in the last year of the term of the Lease, and the Lease is not extended, Tenant shall only pay one-tenth of the betterment charge.

(b) Cost of all insurance relating to the Property, including for casualty and liability applicable to the Property; however, TENANT shall pay as Additional Rent 100% of the increased cost of insurance which may be attributable solely to the TENANT'S use of the Property;

(c) Cost of illuminating the exterior common areas of the Property used by Tenant to access Demised Premises including TENANT'S dedicated parking area to the extent the light fixtures used to illuminate these areas are not separately metered and billed to Tenant by the electrical supply company; and

(d) Administrative and overhead costs equal to Five (5%) of the Operating Expenses, not to exceed Two Thousand Five Hundred (\$2,500.00) Dollars annually, which maximum charge shall increase at the rate of Three (3%) percent per annum.

6.3 (a) Not later than sixty (60) days following the end of each Lease year, LANDLORD shall render to TENANT a statement in reasonable detail and prepared in accordance with generally accepted accounting principles, showing for the preceding lease year or fraction thereof, as the case may be (the Statement period), the Operating Expenses for the Property (the "Statement"). The Statement to be rendered to TENANT shall show for the lease year the amount of Operating Expenses, including Administrative and Overhead costs, already paid by TENANT as Additional Rent, and the amount of Operating Expenses remaining due from or overpaid by TENANT for the lease year. Within thirty (30) days after date of delivery of such statement TENANT shall pay to LANDLORD, or LANDLORD shall pay to TENANT, as the case may be, the balance of the amount, if any, required to be paid pursuant to the above provisions of this Section 6.3 with respect to the lease year. Landlord shall send a Statement to Tenant within one year after the end of any Lease Year.

(b) Commencing with the first day of the first month following the delivery to TENANT of each Statement referred to above and on the first day of each month thereafter, TENANT shall pay to LANDLORD as Additional Rent, on account towards anticipated Operating Expenses for the then current year, as determined by Landlord, one-twelfth (1/12) of the total annualized amount of Operating Expenses which TENANT was required to pay

LANDLORD with respect to the preceding year as shown on the most recent annual statement of Operating Expenses delivered to TENANT.

(c) Because each monthly amount so payable by TENANT during any lease year is not determined until after the end of such lease year, until such monthly amount is determined, TENANT shall continue to pay an amount equal to the monthly payments made by TENANT with respect to Operating Expenses during the preceding lease year, and when such current year's monthly amount is so determined, TENANT shall, upon being advised thereof, pay any deficiency between the monthly payments; provided that on the Lease Commencement Date and on each Monthly Base Rent payment date thereafter, TENANT shall pay 1/12th of the TENANT'S anticipated annual payment for Operating Expenses, such anticipated payment to continue until the submission of LANDLORD'S first Statement in accordance with subparagraph (a) supra.

(d) TENANT shall have the right, upon written notice to LANDLORD, with no unreasonable interference with LANDLORD'S business operations and within ninety (90) days of receipt of the Statement referred to herein above from LANDLORD, to examine the books, records and other papers used to determine such Statement, TENANT shall, upon being advised thereof, pay any deficiency between the monthly payments theretofore made during such period and the then current monthly payments, provided that on the Lease Commencement Date and on each monthly Base Rent payment thereafter TENANT shall pay to LANDLORD as Additional Rent an amount equal to 1/12 of the TENANT'S anticipated annual payment for Operating Expenses, such anticipated payment to continue until the submission of LANDLORD'S first Statement submitted in accordance with subparagraph (a) supra.

(e) TENANT shall have the right, upon written notice to LANDLORD, with no unreasonable interference with LANDLORD'S business operations and within ninety (90) days of receipt of the Statement referred to herein from LANDLORD, to examine the books, records and other papers of LANDLORD used to compute the Operating Expenses (as defined above) of the property. If the examination reveals that Tenant underpaid its share of Operating Expenses for the prior Lease Year, Tenant shall promptly pay the shortfall to Landlord. If the examination reveals that Tenant overpaid its share of Operating Expenses for the prior Lease Year, Landlord shall promptly pay the overpayment to Tenant or credit such amount toward any future rent due. If the amount due by Tenant under the Statement is more than 5% greater than the actual amount due, then Landlord shall pay for the reasonable costs incurred by Tenant to perform such audit of Landlord's books and records.

6.4 If a tax, (other than a federal, state or municipal profits or net income tax) is assessed on account of the rents or other charges payable by TENANT to LANDLORD under this Lease, TENANT agrees to pay the same as Additional Rent within ten (10) days after billing therefore, unless applicable law prohibits the payment of such tax by TENANT.



## ARTICLE VII

### USE

7.1 (a) Except as provided below, TENANT shall use the DEMISED PREMISES solely as a Registered Marijuana Dispensary ("RMD") for the sale of medical marijuana and related marijuana products and related office use, subject to all state and local laws, including but not limited to receipt of a certificate to operate a RMD and a marijuana cultivation facility, to the extent applicable, and under strict conditions in accordance with Chapter 369 of the Acts of 2012, and 105 CMR 725.000, which includes the receipt of any and all necessary special permits or otherwise and all approvals required from Commonwealth of Massachusetts and the City of Melrose.

(b) If allowed by law, TENANT shall also have the right to use the DEMISED PREMISES as a Marijuana Retailer for the sale of adult use marijuana subject to all state and local laws, including but not limited to receipt of a Marijuana Retailers license by the Massachusetts Cannabis Control Commission, to the extent applicable, and under strict conditions and in accordance with Chapter 334 of the Acts of 2016, the Regulation and Taxation of Marijuana Act, as amended by Chapter 55 of the Acts of 2017, an Act to Ensure Safe Access to Marijuana and any regulations promulgated by the Cannabis Control Commission, which includes the receipt of any and all necessary special permits and approvals required from Commonwealth of Massachusetts and the City of Melrose.

(c) So long as the DEMISED PREMISES is being used as an RMD or such other similar use, TENANT hereby covenants and agrees to provide LANDLORD with prompt notice of the following: (i) any and all changes to the regulatory scheme surrounding such uses which materially affect the Tenant's ability to conduct its business; (ii) any and all changes to the enforcement policies, regulations and/or practices surrounding such uses which materially affect the Tenant's ability to conduct its business; and (iii) receipt by TENANT of a threat or notice of threat of suit, action or proceeding disputing the legality of such use of the Premises by any governing body, regulator and/or agency with proper jurisdiction over the same.

(d) TENANT shall have the right to install its branded signage on the exterior of the Building and on a standing sign at the point of entrance to the parking area on the Property designated for Tenant subject to State and Municipal Regulations and LANDLORD'S approval, which shall not be unreasonably withheld. TENANT shall be responsible to obtain all requisite State and municipal approvals for its signage at its sole expense.

7.2 TENANT shall pay all charges for utilities when due, including but not limited to, electricity, telephone, internet, heat, air conditioning, water and sewer usage. If TENANT'S use of such utilities is measured by a separate meter, TENANT shall be required to pay the cost of the utilities directly to the supplier. If TENANT'S use is not measured by such a meter, TENANT shall pay for such usage within (30) days of receipt of a statement from LANDLORD.

7.3 TENANT shall supply and pay for its own waste removal service and dumpster or other waste container. TENANT'S waste container shall be placed in such area on the Property

as shall be designated from time to time by the LANDLORD. It shall be the responsibility of TENANT to keep such waste container in a neat and orderly manner.

7.4 TENANT shall not use or penetrate the roof for any purpose except as expressly permitted by LANDLORD, which consent will not be unreasonably withheld, and if permitted, only in such area as is expressly designated by LANDLORD and with a contractor designated by LANDLORD. Landlord recognizes that Tenant plans to install a supplementary HVAC unit and generator on the roof and will likely need to penetrate the roof in connection therewith. If Tenant penetrates the roof, it shall be solely responsible for any leaks which may arise from such penetration. Landlord may at any time relocate any of the equipment whether or not serving the DEMISED PREMISES which is located on that portion of the Building's roof to which LANDLORD has rights, provided such relocation does not materially adversely affect the operation of, or ability to service, such equipment, or interfere with TENANT'S use and occupancy of the DEMISED PREMISES. Any damage to the roof caused by TENANT, its agents, employees or contractors, or TENANT'S equipment thereon shall be repaired at Tenant's cost. Upon LANDLORD'S request at the end of the Term, TENANT shall be responsible for returning the roof to the same sound condition as existed prior to the installation of any equipment by TENANT. In no event may TENANT, its agents, employees or contractors access the roof for any purpose, other than to perform routine maintenance service to the rooftop equipment serving the DEMISED PREMISES, unless TENANT has delivered twenty-four (24) hours written notice to LANDLORD. Other than Tenant's Work, TENANT may not use the roof in any manner which may prejudice any warranty thereof.

7.5 LANDLORD shall be responsible to separately meter or sub-meter all electrical, internet, gas, domestic water and sewer services serving the DEMISED PREMISES, subject to mutually agreed upon plans and locations. Landlord shall be responsible for maintaining, and making available to Tenant, utility connections for electricity, gas, water and sewer at the DEMISED PREMISES.

7.6 Tenant agrees: not to injure, overload, deface or otherwise harm the Demised Premises or Property; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; not to dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the sewage or other waste disposal system serving the Demised Premises; not to generate, store, use or dispose of hazardous or toxic substances in or on the Demised Premises, other than standard office and cleaning products, or dispose of hazardous or toxic substances from the Demised Premises to any other location, or commit or suffer to be committed in or on the Demised Premises or Property any act which would require the filing of notice pursuant to Chapter 21E of the Massachusetts General Laws, without the prior written consent of Landlord and then only in compliance with any and all federal, state and local laws and ordinances regulating such activity (other than federal laws prohibiting the sale or use of marijuana and related products); nor make any use of the Demised Premises which is improper, offensive or contrary to any law (other than federal laws prohibiting the sale or use of marijuana and related products) or ordinance or which will invalidate any of Landlord's insurance; nor conduct any auction, fire, "going out of business" or bankruptcy sales. "Hazardous substances" and toxic substances", as used in this paragraph, shall have the same meanings as defined and used in the Comprehensive Environmental Response, Compensation

and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; in the Hazardous Materials Transportation Act, 49 U.S.C. §1802; in the Toxic Substances Act, 15 U.S.C. §2601 et seq.; and in the regulations adopted and publications promulgated pursuant to said Acts.

## ARTICLE VIII

### MAINTENANCE AND REPAIR

8.1 (a) Except as otherwise provided in this Lease and except for repairs rendered necessary by the intentional or negligent acts or omissions of TENANT or any of TENANT'S representatives, LANDLORD agrees, at LANDLORD'S sole cost and expense without any reimbursement as part of Operating Expenses specified herein, to (a) keep in good repair the structural portions of the floors, foundations, exterior perimeter walls and façade of the Building and load-bearing walls not altered by TENANT (exclusive of glass and exterior doors which are TENANT'S responsibility); (b) replace the structural portions of the roof of the Building (including the roof membrane) as, and when needed; (c) repair and replace as needed the electrical, plumbing, and HVAC systems serving the Demised Premises, but not including such systems installed by Tenant; (d) maintain the utility lines from the Building to the point of connection with the applicable utility; (e) maintain the main connections within the Building that serve the Premises; and (f) maintain the sewer holding tank and related pumps and lines. Landlord shall be required to make such improvements or retrofits to the Building as may be required by law, except such changes to the Building as may be required because of the Tenant's use of the Demised Premises as a RMD, and/or to the extent Tenant is required to perform such changes as set forth in 8.2 below which shall remain the Tenant's responsibility.

(b) Within six (6) weeks of the Commencement Date of this Lease, LANDLORD shall deliver the parking area designated for Tenant on Exhibit A repaved and striped for not fewer than twenty-three (23) spaces, including a minimum of two (2) ADA-compliant spaces adjacent to the proposed front door of the DEMISED PREMISES, all of which spaces shall be for the exclusive use of Tenant.

8.2 TENANT shall maintain and repair the common areas of the Property adjacent to DEMISED PREMISES shown on Exhibit A as being designated for Tenant, including the exterior surface of the parking area designated for Tenant, the sidewalks abutting such designated area and the fencing surrounding the parking area designated for TENANT. TENANT shall also be responsible for the removal of snow, ice, refuse and debris from the sidewalks, walkways and parking areas of the Property designated on Exhibit A for the TENANT'S use including the striping, repairing and lighting of said parking and walkway areas. Except as otherwise provided in this Lease and except for repairs which are LANDLORD'S express responsibility as set forth in Section 8.1, TENANT shall keep the DEMISED PREMISES in the same condition and repair as they are in at the beginning of the Term, reasonable wear and tear, damage by fire or other casualty insured against, or act or omission of LANDLORD or its employees or agents and taking by eminent domain excepted. TENANT shall replace any glass which may be damaged or broken with glass of the same quality at TENANT's expense. TENANT shall make all repairs, alterations, additions or replacements to the DEMISED PREMISES which are required by any law or ordinance or

any order or regulation of any public authority and to comply with the orders, regulations, variances, licenses and permits of or granted by governmental authorities with respect to zoning, building, fire, health, environmental and other codes, regulations, ordinances or laws applicable to the DEMISED PREMISES and the condition, use or occupancy thereof, provided however, that if the required alteration is not required due to the Tenant's specific use, Landlord shall be responsible for such alteration/improvement and the cost thereof may be charged as an Operating Expense, but only the amortized cost may be charged each year over the useful life of the improvement. TENANT shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by LANDLORD for servicing all HVAC systems and equipment serving the DEMISED PREMISES (and a copy thereof shall be furnished to LANDLORD). The service contract must include all services suggested by the equipment manufacturer in the operation/maintenance manual (but not fewer than two servicings annually) and must become effective within thirty (30) days of the date TENANT takes possession of the DEMISED PREMISES. If Tenant fails to cause such preventative maintenance to be performed, LANDLORD may, upon notice to TENANT, elect to enter into such a maintenance/service contract on behalf of TENANT, or to perform the work and in either case, charge TENANT the cost thereof along with a reasonable amount for LANDLORD'S overhead.

8.3 TENANT shall make no alterations, improvements, or additions to the DEMISED PREMISES of a structural nature. TENANT may make only nonstructural alterations and only after obtaining LANDLORD'S prior written consent, which consent shall not be unreasonably withheld. All such alterations by TENANT shall be done at TENANT's sole risk and expense, in a good and workmanlike manner pursuant to all licenses and permits validly issued. At the expiration or other termination of this Lease, LANDLORD shall have the option to require TENANT either to restore in whole or in part the DEMISED PREMISES to the condition in which they were in at the beginning of the Term or to have the DEMISED PREMISES remain in their altered condition with all improvements and additions becoming the property of the LANDLORD except as to improvements or additions which are personal property of TENANT and are removable without damage to the DEMISED PREMISES. Notwithstanding the foregoing, Tenant shall be permitted to perform non-structural work costing less than \$25,000 without the consent of Landlord, but TENANT shall notify Landlord prior to the commencement of such work.

8.4 If LANDLORD shall permit any such alterations to be made, TENANT shall pay for such work promptly and LANDLORD shall not be liable for any labor or materials furnished or to be furnished to the TENANT, and no mechanic's or other lien for any such labor or materials shall attach to or affect the interest of the LANDLORD in and to the DEMISED PREMISES. If any mechanic's lien is filed against the DEMISED PREMISES or the Building, based upon any act or interest of the TENANT or of anyone claiming through the TENANT, or if any security agreement is filed for or affecting any materials, machinery, or fixtures used in the construction, repair, or operation by the TENANT, the TENANT shall immediately take such action by bonding, deposit, or payment as will remove the lien or security interest within 30 days after its filing. The LANDLORD may pay the amount of the lien or security interest or discharge the same by deposit, and the amount so paid or deposited, with all costs incurred by LANDLORD in

connection therewith, shall be deemed Additional Rent under this Lease, and shall be payable on demand.

8.5 TENANT covenants that it will permit LANDLORD and its agents to examine the DEMISED PREMISES at reasonable times, and that it will permit LANDLORD to enter the DEMISED PREMISES without charge or reduction in rent at any reasonable time upon reasonable notice (not to be unreasonably withheld) to inspect the DEMISED PREMISES; make such repairs, improvements, alterations or additions as LANDLORD deems necessary and desirable, or to make repairs which TENANT may have failed promptly to make pursuant to TENANT'S covenants hereunder. If such work is not of an emergency nature, it shall be done only after reasonable notice to TENANT and in such a manner as will least interfere with TENANT'S operations. However, in the event of an emergency, no notice will be required. TENANT shall have no cause of action against LANDLORD for entering the DEMISED PREMISES in accordance with this paragraph. LANDLORD acknowledges that any inspection is subject to state regulations.

Notwithstanding provisions of this Lease to the contrary, the LANDLORD'S inspection rights hereunder are subject to and shall adhere to the Massachusetts laws and regulations and shall occur on an "escorted access only" basis as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. TENANT shall provide LANDLORD with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort LANDLORD in any designated limited access areas. In the event of an emergency, Landlord agrees to access a dispensary agent prior to entry.

Notwithstanding the foregoing, and subject to the terms and conditions of this Lease, if (A): (1) Landlord fails to perform its maintenance obligations under this Lease, or (2) there is an interruption, suspension or stoppage of any service which Landlord is required to provide pursuant to this Lease, including but not limited to the provision of utilities (each a "Service Interruption"); (B) such Service Interruption was the result of causes, events or circumstances within Landlord's reasonable control; (C) such Service Interruption was not caused by Tenant or Tenant's agents; (D) such Service Interruption continues for more than three (3) consecutive business days after: (i) Landlord's receipt of written notice from Tenant of such Service Interruption, or (ii) Landlord become aware of such Service Interruption; and (E) as a result of such Service Interruption, the conduct of Tenant's normal business operations in the Premises is materially and adversely affected, then there shall be an abatement of one day's Base Rent and Additional Rent for each day during which such Service Interruption continues after such three (3) consecutive business day period.

If (i) Landlord fails to perform any of its repair or replacement obligations hereunder and such failure continues for thirty (30) days after written notice of same from Tenant; or (ii) an emergency repair is needed to avoid bodily injury or material damage to property (and it is imprudent to delay such repair until Landlord is notified), Tenant may perform such obligation or make such repair and the cost thereof shall be reimbursed by Landlord upon demand. In the event Tenant is required to perform an emergency repair under (ii) above, Tenant shall inform Landlord of the commencement of such work as soon as reasonably possible after commencement thereof.

## ARTICLE IX

### COMPLIANCE WITH LAWS

The TENANT acknowledges that no trade or occupation shall be conducted or permitted in the DEMISED PREMISES or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any State statute, rule or regulation or any municipal by-law or ordinance in force in the City of Melrose, injurious to any persons or property, or will invalidate or increase the premium for any insurance on the Building or its contents or liable to render necessary any alterations or additions to the Building, provided however, Landlord recognizes that the sale of medical marijuana and marijuana based products is in violation of federal law but permitted hereunder. TENANT will not solicit trade by sounds audible outside the DEMISED PREMISES; or cause any obstruction to exist or be maintained of windows, skylights or other lights or of the hallways, stairways, passageways, corridors, approaches, sidewalks, entrances or common facilities in or to the Building, or of any electric wires, pipes or conduits which serve the DEMISED PREMISES or the Building without Landlord's written consent. TENANT shall comply with all the Rules and Regulations set forth in Exhibit B, and as the same may hereinafter be amended by LANDLORD, for the care and use of the Building, its facilities and approaches, and the Property. TENANT covenants to keep the DEMISED PREMISES equipped with all safety equipment and appliances required by law or ordinance or any order, rule or regulation of any public authority because of the specific use (as opposed to a general retail use) made of the DEMISED PREMISES by the TENANT, and, upon written notice from LANDLORD, shall make all repairs, alterations, replacements or additions so required in and to the DEMISED PREMISES made necessary by TENANT's use or required by law, except as provided in Section 8.2 above. TENANT shall be responsible for obtaining a Certificate of Occupancy for the DEMISED PREMISES prior to occupancy of the Premises. TENANT covenants to procure any and all licenses and permits required for any use of the DEMISED PREMISES by the TENANT or anyone claiming by, through or under TENANT, including but not limited to conducting retail sales of marijuana as a Registered Marijuana Dispensary.

## ARTICLE X

### INSURANCE

LANDLORD shall keep the Building insured against loss or damage by fire and other hazards included within extended coverage endorsements in an amount not less than the full replacement cost. Notwithstanding any other provisions in this Lease to the contrary, LANDLORD and TENANT hereby release the other and all persons claiming by, through or under them, to the extent of their insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverages, or any other insured coverage, even if such fire or other loss shall be brought about by the fault or negligence of the other party or persons claiming by through or under them. LANDLORD and TENANT agree that they shall use reasonable efforts to cause their fire and extended coverage and other insurance policies to include such clause so long as the same is obtainable and is includable without extra cost, or if extra cost is chargeable therefore, so long as the other party pays such extra cost. If extra cost is

chargeable therefore, each party will advise the other of the amount thereof, and the other party, at its election, may pay the same but shall not be obligated to do so.

## ARTICLE XI

### INDEMNITY AND PUBLIC LIABILITY INSURANCE

11.1. To the maximum extent this agreement may be made effective according to law, TENANT agrees to indemnify and save harmless LANDLORD from and against all claims of whatever nature arising from any act, omission, negligence or default under this Lease of TENANT or TENANT's contractors, licensees, agents, servants or employees or arising from any accident, injury or damage occurring outside of the DEMISED PREMISES but on the Property, where such accident, injury or damage results or is claimed to have resulted from an act, omission, negligence or default hereunder on the part of TENANT or TENANT's agents, servants, employees, invitees, licensees or independent contractors. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, and the defense thereof including attorney's fees.

11.2 (a) TENANT agrees to maintain in full force and effect from the earlier of the lease Commencement Date or the date upon which TENANT first enters the DEMISED PREMISES for any reason, throughout the Term of this Lease, and thereafter so long as this Lease is in effect and/or TENANT is in occupancy of any part of the DEMISED PREMISES, a policy of commercial general liability and property damage insurance under which LANDLORD is named as additional insured, and under which the insurer agrees to indemnify and hold LANDLORD harmless from and against all cost, all claims, accidents injuries and damages set forth in Section 11.1 hereof. Each such policy shall be non-cancelable and non-amendable with respect to LANDLORD, LANDLORD'S first mortgagee and LANDLORD'S said designees without twenty (20) days prior written notice to LANDLORD and LANDLORD'S first mortgagee and shall be in at least the amounts set forth in (b) below. A duplicate original or certificate thereof shall be delivered to LANDLORD at or prior to the time of the occupancy by Tenant. Any insurance required of TENANT under this section may be carried under a blanket policy covering the DEMISED PREMISES and other locations of TENANT, provided TENANT shall deliver to LANDLORD a duplicate original or certified copy of each blanket policy, or other evidence satisfactory to LANDLORD of blanket coverage, at or prior to the time of occupancy by Tenant, and provided further that said blanket policy shall specifically set forth the amount of insurance allocated to TENANT's insurance requirements under this Lease. Neither the issuance of any such insurance policy nor the minimum limits specified in this Section with respect to TENANT's insurance coverage shall be deemed to limit or restrict in any way TENANT's liability arising under or out of this Lease.

(b) Such policies of: (i) nondeductible commercial general liability insurance shall be in an amount not less than One Million (\$1,000,000) Dollars for injury or death to any one person and an aggregate amount of not less than Two Million (\$2,000,000) Dollars in any accident provided the Tenant shall also maintain an umbrella policy of not less than Four Million (\$4,000,000) Dollars for such coverage; (ii) special form ("all risk" type) property insurance

covering all of TENANT'S property and leasehold improvements and coverage for those Building components for those portions of the DEMISED PREMISES that TENANT is responsible to repair and written for at least the full replacement cost with a deductible of not more than Five Thousand Dollars (\$5,000.00); and (iii) worker's compensation insurance as required by the Commonwealth of Massachusetts with a minimum of Five Hundred Thousand Dollars (\$500,000.00); and (iv) business interruption or similar insurance against abatement or loss of rent in an amount equal to at least all the Base Rent and Additional Rent payable for one year under this Lease. All policies required under this Lease shall be obtained from responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein, which companies and the amount of insurance allocated thereto shall be subject to LANDLORD'S approval. TENANT agrees to furnish LANDLORD with Certificates of Insurance evidencing all such insurance prior to the beginning of the Term hereof and of each renewal policy at least thirty (30) days prior to the expiration of the policy it renews. All such policies shall provide a waiver of subrogation in favor of the LANDLORD, if available. Notwithstanding language in this Lease to the contrary, TENANT shall maintain insurance coverage in amounts sufficient to comply with 105 CMR 725.105(Q).

11.3 In the event of increases in the insurance rates for fire insurance or other insurance carried by LANDLORD due to activity or property on or about the DEMISED PREMISES or the Building or for improvements to the DEMISED PREMISES or the Building for which TENANT is responsible, TENANT shall be liable for such increases and shall reimburse LANDLORD immediately upon demand therefore, and the same shall be deemed to be Additional Rent hereunder. Statements by an insurance rating bureau that such increases are due to such activity, equipment or improvements shall be conclusive evidence for determining said liability of TENANT. Such reimbursement shall be in addition to TENANT's portion of the cost of insurance referred to in Section 6.2 (b) hereof.

11.4 To the maximum extent this agreement may be made effective according to law, TENANT agrees to use and occupy the DEMISED PREMISES and to use such other portions of the Building as Tenant is herein given the right to use at TENANT'S own risk; and LANDLORD shall have no responsibility or liability for any loss or damage to TENANT'S property unless caused by the negligence or willful misconduct of Landlord. The provisions of this Section shall be applicable from and after the execution of this Lease until the end of the Term, and during such further period as TENANT may use or be in occupancy of any part of the DEMISED PREMISES or of the Building.

11.5 To the maximum extent this agreement may be made effective according to law, TENANT agrees that LANDLORD shall not be responsible or liable to TENANT, or to those claiming by, through or under TENANT, for any loss or damage that may be occasioned by or through the acts or omissions of person occupying adjoining portions or any part of the Building adjacent to or connecting with the DEMISED PREMISES or any part of the Property or otherwise unless due solely to the fault or negligence of LANDLORD or its employees or agents, or if Landlord fails to use reasonable efforts to address written complaints from Tenant regarding any other tenants in the Building.



11.6. Tenant shall not be subject to consequential damages, except as provided under Section 3.3 and Article XV.

## ARTICLE XII

### ASSIGNMENT AND SUBLEASING

12.1 TENANT shall not assign, sublet, underlet, mortgage, pledge or encumber (each of which is referred to as a "Transfer") the DEMISED PREMISES or any part thereof or this Lease without LANDLORD'S prior written consent, which consent shall not unreasonably be withheld. In the event of any Transfer TENANT will not deal with any prospective tenant with whom LANDLORD is dealing. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld, conditioned or delayed if: (a) the proposed Transferee's financial condition cannot be expected to satisfy future obligations under the Lease; (b) the proposed Transferee's financial strength does not equal or exceed the Tenant's financial strength at the time of the proposed Transfer; (c) the proposed Transferee's business is not suitable for the Property ; (d) there is then occurring an Event of Default under this Lease; or (e) the proposed Transferee has a poor reputation or has been in a prior dispute with Landlord.

12.2 In the event TENANT desires to Transfer this Lease to a proposed new tenant and LANDLORD gives its consent pursuant to the foregoing paragraph, LANDLORD shall have the option of either: (1) allowing TENANT to transfer this lease in which case TENANT shall remain primarily liable upon all the terms, conditions and covenants hereof, will bind any Transferee to the terms and provisions of this Lease and will pay to LANDLORD the amount by which the sum of Annual Base Rent, Additional Rent due to Operating Expenses and all other Additional Rents and monies it receives from a Transferee, exceeds the sum of all monetary obligations which TENANT owes to LANDLORD for the period of such Transfer; or (2) terminating this Lease and relieving TENANT of all its further obligations hereunder. In the event the LANDLORD decides to terminate this Lease, it shall be free to enter into a new lease with the proposed new tenant or anyone else on whatever terms and conditions it chooses.

12.3 Consent by LANDLORD, whether express or implied, to any Transfer shall not constitute a waiver of LANDLORD'S right to prohibit any subsequent Transfer, nor shall such consent be deemed a waiver of LANDLORD'S right to terminate this Lease upon any subsequent Transfer.

12.4 As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation (a) any transfer of the TENANT'S interest in the Lease by operation of law, (b) the merger or consolidation of the TENANT with or into any other firm or corporation; and (c) the transfer or sale of a controlling interest in the TENANT whether by sale of its capital stock or otherwise. Notwithstanding anything to the contrary contained herein, Tenant may convert to a for profit entity without the consent of Landlord. Notwithstanding anything to the contrary contained herein, Tenant may do the following without the consent of Landlord, each of which shall be deemed to be a "Permitted Transfer" (i) assign its entire interest under this Lease or sublease all or any part of the Premises to a wholly owned subsidiary of Tenant, a parent of Tenant, or an entity under common control with Tenant, provided that the resulting entity has

financial strength equal to or greater than Tenant's at the time of assignment and no Event of Default then exists; or (ii) assign this Lease or sublet all of the Premises to (A) an entity that survives the merger, consolidation or similar business reorganization of Tenant, or (B) an entity that purchases all or substantially all of the assets or ownership interests of Tenant or of the business of Tenant conducted at the Premises, provided that (1) the resulting entity or transferee under (A) or (B) above has financial strength equal to or greater than Tenant's at the time of such merger, (2) there is no then existing Event of Default under this Lease, (3) the resulting entity or proposed transferee does not have a poor reputation and has not been in a prior dispute with Landlord, and (4) the resulting entity or proposed transferee has experience in the industry Tenant's industry; or (iii) sell all or substantially all the ownership interests in Tenant to an entity that satisfies the requirements of clause (ii) above and no Event of Default then exists. Tenant shall give Landlord written notice at least ten (10) days before the effective date of any Permitted Transfer.

12.5 TENANT shall reimburse LANDLORD promptly upon demand for all legal fees and other professional fees and other costs and expenses incurred by LANDLORD in connection with any request by TENANT for consent of LANDLORD under this Article or any other Article of this Lease. Any such fees, costs or expenses shall be deemed to be Additional Rent hereunder.

#### ARTICLE XIII

##### SUBORDINATION

This Lease shall be subject 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, a lien or liens on the Property and the TENANT shall without cost to LANDLORD, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgage, deeds of trust or other such instruments in the nature of a mortgage. LANDLORD will use its reasonable efforts to obtain non-disturbance agreements from all future mortgagees.

#### ARTICLE XIV

##### FIRE AND EMINENT DOMAIN

In case at least fifty (50%) percent of the DEMISED PREMISES or the related parking area designated to Tenant are taken, then TENANT may, at its election, terminate this Lease by providing LANDLORD with written notice of termination within thirty (30) days of such taking, provided however, if 100% of the Premises are taken, then this lease shall terminate upon the time of such taking. If at least fifty (50%) of the Building shall be taken for any street or other public use; after the execution hereof and before the expiration of the Term, then this Lease and the Term shall terminate at the election of LANDLORD. In the case of any such termination, the entire award shall be paid to LANDLORD, except the award related to moving expenses and fixtures (and tenant improvements paid for by Tenant), which shall be paid to Tenant.

If the Building or the Premises are damaged by fire or other casualty, Landlord shall promptly commence to restore the Building and the Premises and shall diligently perform such restoration unless Landlord fails to receive adequate insurance proceeds, or any mortgagee which is entitled to receive casualty insurance proceeds fails to make available to Landlord a sufficient amount of such proceeds to cover the cost of such repairs and restorations. If Landlord fails to receive adequate insurance proceeds or its lender fails to make such proceeds available, Landlord may terminate this Lease.

If the lease is not terminated after a taking or casualty, and such taking or casualty renders the DEMISED PREMISES or any part thereof unfit for use and occupation by TENANT as provided herein, a just proportion of the Base Rent hereinbefore reserved, according to the nature and extent of the injury sustained by the DEMISED PREMISES, shall be suspended or abated until the DEMISED PREMISES or in case of such taking, what may remain thereof, shall have been put in proper condition for such use and occupation.

If due to any of the aforesaid causes that portion of the DEMISED PREMISES not rendered unfit for use and occupation by TENANT is not adequate for the conduct of its business as provided herein, and cannot be made adequate for the conduct of its business within one hundred and twenty (120) days of the taking of, destruction of or damage to the DEMISED PREMISES then TENANT may, at its election, terminate this Lease by providing LANDLORD with written notice of termination within thirty (30) days of such taking, destruction or damage.

#### ARTICLE XV

##### TENANT'S DEFAULT

15.1 If TENANT (a) shall default in the performance of any of its obligations to pay the Base Rent or Additional Rent or any other charges hereunder and if such default shall continue for 5 days after written notice from Landlord to Tenant, or if within 30 days after notice from LANDLORD to TENANT specifying any other default or defaults TENANT has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (b) if TENANT becomes insolvent or fails to pay its debts as they fall due, or (c) if (except as may be permitted under this Lease) a trust mortgage or assignment is made by TENANT for the benefit of creditors, or (d) if TENANT proposes a composition, arrangement, reorganization or recapitalization with creditors, excluding any conversion of the Tenant from a non-profit entity to a for profit entity or (e) if the leasehold estate under this Lease or any substantial part of the property of TENANT is taken on execution, or by other process of law, or is attached or subjected to any other involuntary encumbrance and such attachment or encumbrance is not discharged within 20 days thereafter, or (f) if a receiver, trustee, custodian, guardian, liquidator or similar agent is appointed with respect to TENANT, or if any such person or a mortgagee, secured party or other creditor takes possession of the DEMISED PREMISES or of any substantial part of the property of TENANT, and, in either case, if such appointment or taking of possession is not terminated within 30 days after it first occurs, or (g) if a petition is filed by or with the consent of TENANT under any federal or state law concerning bankruptcy, insolvency,

reorganization, arrangement, or relief from creditors, or (h) if a petition is filed against TENANT under any federal or state law concerning bankruptcy, insolvency, reorganization, arrangement, or relief from creditors, and such petition is not dismissed within 30 days thereafter, or (i) if TENANT dissolves or is dissolved or liquidates or adopts any plan or commences any proceeding, the result of which is intended to include dissolution or liquidation, then, and in any of such cases LANDLORD and the agents and servants of LANDLORD lawfully may immediately, or at any time thereafter, and without demand or notice, enter into and upon the DEMISED PREMISES or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel TENANT and those claiming by, through or under TENANT and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent, or any preceding breach of covenant, and upon entry as aforesaid, this Lease and the Term shall terminate. TENANT agrees to indemnify and hold LANDLORD harmless from any claims for damages by TENANT or by anyone claiming by, through or under TENANT should LANDLORD expel TENANT and those claiming by, through or under TENANT and remove their goods and effects.

15.2 In the event of termination of this Lease for TENANT'S default as provided in Section 15.12 or otherwise under this Lease, TENANT shall pay the Base Rent, all Additional Rent and other sums payable hereunder up to the time of such termination, and thereafter TENANT, until the end of what would have been the Term in the absence of such termination, and whether or not the DEMISED PREMISES shall have been relet, shall be liable to LANDLORD for, and shall pay to LANDLORD, as liquidated current damages, the Base Rent, all Additional Rent, and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any of any reletting of the DEMISED PREMISES, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, reasonable legal expenses, reasonable attorney's fees, advertising, reasonable expenses of employees, alteration costs and expenses of preparation for such reletting. TENANT shall pay such current liquidated damages to LANDLORD monthly on the days on which the Base Rent would have been payable hereunder if this Lease had not been terminated. LANDLORD may: (i) relet the DEMISED PREMISES or any part or parts thereof, either in the name of LANDLORD or otherwise, for a term or terms which may, at LANDLORD'S option, be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant concessions or free rent to the extent that LANDLORD considers advisable and necessary, in good faith, to relet the same; and (ii) may make such reasonable alterations, repairs and decorations to the DEMISED PREMISES as LANDLORD in its sole judgment considers advisable and necessary, in good faith, for the purpose of reletting the Demised Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release TENANT from liability hereunder as aforesaid. LANDLORD shall in no event be liable in any way whatsoever for failure to relet the DEMISED PREMISES, or in the event that the DEMISED PREMISES are relet, for failure to collect the rent under such reletting, but Landlord agrees to use reasonable efforts to mitigate its damages. TENANT hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event that TENANT is evicted or dispossessed, or in the event that LANDLORD obtains possession of the DEMISED PREMISES by reason of the violation by TENANT of any of the covenants and conditions of this Lease.

15.3 If TENANT fails to make timely payment of any Base Rent, Additional Rent or other monetary charge due to LANDLORD on more than three (3) occasions within any twelve (12) consecutive months, TENANT shall be deemed to have defaulted and to have forfeited any right to cure or remedy any subsequent default, and in such event LANDLORD shall immediately have the rights set forth in the preceding sections of this Article XV and shall not be required to furnish TENANT with any further notice with respect to such subsequent default.

15.4 Notwithstanding any provisions of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit LANDLORD to claim, control, possess, secure, sell or dispose of any marijuana, marijuana product or marijuana by-product. LANDLORD hereby agrees and acknowledges that any such marijuana located on the DEMISED PREMISES shall be controlled in accordance with federal and state laws including 105 CMR 725.000 et seq.

#### ARTICLE XVI

##### NOTICE

Any notice from the LANDLORD to the TENANT relating to the DEMISED PREMISES or to the occupancy thereof, shall be deemed duly served, if hand delivered or mailed to Tenant at its address at 307 Airport Road, Fitchburg, MA 01420, attention Dr. Karen Munkacy, with a copy to Sheehan Phinney Bass & Green PA, 255 State Street, Boston, MA 02109, attention Bruce H. Bagdasarian, by registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier. Any notice from the TENANT to the LANDLORD relating to the DEMISED PREMISES or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier, addressed to the LANDLORD at the Building or at such other address as the LANDLORD may from time to time advise in writing. All such notices shall be effective upon: (i) with respect to certified mail, three days after mailing; and (ii) with respect to overnight courier, the next business day.

#### ARTICLE XVII

##### COVENANT OF QUIET ENJOYMENT

LANDLORD agrees that upon TENANT'S timely payment of the Base Rent, any and all Additional Rent, and any and all other monetary charges due to LANDLORD, and upon its performance and observance of all of the terms, provisions, conditions and covenants on its part to be performed and observed, TENANT shall, and may peaceably and quietly have, hold, and enjoy the DEMISED PREMISES, as herein provided without any manner of hindrance or molestation by LANDLORD or by anyone claiming by, through or under LANDLORD or by anyone claiming by paramount title except for any prior or superior mortgage or eminent domain authority. LANDLORD warrants and represents that it is the record owner of the Property and has full right and title to lease the DEMISED PREMISES to TENANT under this Lease.

## ARTICLE XVIII

### SURRENDER

18.1 The TENANT shall at the expiration or other termination of this Lease or any renewal or extensions thereof remove all of its goods and effects from the DEMISED PREMISES and the Property (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by TENANT or LANDLORD either inside or outside the DEMISED PREMISES). TENANT shall not remove improvements made for TENANT by LANDLORD or any of TENANT'S additions or alterations made with LANDLORD'S prior consent, other than trade fixtures. TENANT shall peacefully yield up and deliver to the LANDLORD the DEMISED PREMISES, broom clean and all keys, access cards, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the DEMISED PREMISES, in the same condition as they were at the commencement of the Term, or as they were put in during the Term hereof, reasonable wear and tear and taking by eminent domain and casualty only excepted. In the event of the TENANT's failure to remove any of TENANT's property from the DEMISED PREMISES or the Property, other than marijuana, marijuana infused products, or any other regulated products, LANDLORD is hereby authorized at any time, without liability to TENANT for loss or damage thereto, and at the sole risk and expense of TENANT, to remove and store any of the property or to retain same under LANDLORD'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

In the event TENANT fails to remove any marijuana, marijuana infused products, or any other regulated products, the LANDLORD, under the terms of surrender, is authorized to hire, at TENANT'S expense, an authorized entity to repossess and properly dispose of any marijuana property therein. Only those authorized to possess marijuana for medical use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations, 105 CMR 725.000, et seq., are permitted to claim, control, possess, secure, sell, transport or dispose regulated assets, such as marijuana and marijuana-infused products without being subject to law enforcement action.

18.2 Neither the vacating of the DEMISED PREMISES by TENANT, nor the delivery of keys or access cards to LANDLORD shall be deemed a surrender or an acceptance of surrender of the DEMISED PREMISES, unless so stipulated in writing by LANDLORD.

## ARTICLE XIX

### ACCESS

Subject to state regulations, LANDLORD shall have reasonable access to the Demised PREMISES for the purpose of exhibiting the DEMISED PREMISES to prospective mortgagees or purchasers of the Property and during the last six (6) months of the Term for the purpose of exhibiting the DEMISED PREMISES to prospective lessees.

## ARTICLE XX

### LANDLORD'S EXPENSES

20.1 TENANT agrees to pay to LANDLORD upon demand as Additional Rent: (1) the amount of all reasonable professional fees and expenses, including without limitation all reasonable legal, architectural, engineering, marketing and other fees and expenses ("Professional Fees"), incurred by LANDLORD arising out of or resulting from any action, omission, default or breach by TENANT with respect to this Lease or the DEMISED PREMISES, including without limitation, any breach by TENANT or its obligations hereunder; (2) the amount of all reasonable Professional Fees incurred by LANDLORD arising out of or resulting from any alterations or additions to the DEMISED PREMISES (whether structural or nonstructural) by or for TENANT.

20.2 If TENANT shall request LANDLORD'S consent or joinder in any instrument pertaining to this Lease, TENANT agrees promptly to reimburse LANDLORD upon demand as Additional Rent for the reasonable Professional Fees incurred by LANDLORD in processing such request, whether or not LANDLORD complies therewith.

## ARTICLE XXI

### BROKER

TENANT warrants that it has had no dealing with any broker or agent in connection with this Lease other than Peter Gori of Newmark Knight Frank who will be compensated by Tenant per the agreement between such parties. TENANT covenants to hold harmless and indemnify LANDLORD from and against any and all cost, expenses or liability for any compensation, commission or charges claimed by any broker or agent alleging the TENANT to have been its/his/her customer, and any all Professional Fees incurred by LANDLORD in defending any action to collect the same.

## ARTICLE XXII

### EXTENSION OF TERM

22.1 Provided this Lease is in full force and effect, TENANT shall have the right to extend the term of this Lease for the DEMISED PREMISES at the end of the 10 year term (the "Initial Term") for two (2) extension terms ( the "Extension Terms") of five (5) years each, provided TENANT shall notify LANDLORD in writing not less than one (1) year prior to the expiration of the Initial term and one (1) year prior to the expiration of the first (1st) extension term of TENANT'S desire to so extend the Lease and provided further that such extension shall be upon the same terms, provisions, covenants and conditions as are contained in this Lease, except as to the duration of the term hereof, the Base Rent and such provisions in this Lease which by its terms are only applicable to the Initial Term.

22.2 The Base Rent during the first (1st) Extension Term shall be equal to One Hundred Two (102%) of the Base Rent including the Adult Use Increased Rent, if any, of the final year of the Initial Term. The Base Rent for each subsequent lease year of the first (1st) Extension Term shall increase by two (2%) percent each year for the duration of the first (1st) Extension Term. The Base Rent including the Adult Use Increased Rent, if any, during the second (2nd) Extension Term shall be equal to One Hundred Two (102%) of the Base Rent of the final year of the first (1st) Extension Term. The Base Rent for each subsequent lease year of the second (2nd) Extension Term shall increase by two (2%) percent each year for the duration of the second (2nd) Extension Term.

22.3 INTENTIONALLY DELETED.

22.4 The failure or omission by TENANT to give the notice required under the provisions of Section 22.1 exercising TENANT's option to extend within the time and manner provided shall be deemed, without further notice and without further agreement between the parties, that TENANT elected not to exercise said option.

22.5 INTENTIONALLY DELETED.

#### ARTICLE XXIII

#### MISCELLANEOUS

23.1 It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect the effectiveness of any other provision of this Lease; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Wherever in this Lease provision is made for the doing of any act by LANDLORD or TENANT, it is understood and agreed that said act shall be done by the party designated at its own cost and expense unless a contrary intent is expressed.

23.2 Upon request by either party, the other will execute a notice of this Lease in form suitable for recording.

23.3 No auction shall be conducted on the DEMISED PREMISES or in any part of the Building or the Property by TENANT or anyone claiming possession by, through or under TENANT.

23.4 Failure of either TENANT or LANDLORD to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by either party at any time, express or implied, or any breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

23.5 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikers, lockouts, labor



troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse TENANT from prompt payment of Base Rent, Additional Rent or other monetary obligations.

23.6 Except to the extent specifically provided to the contrary in any instance in this Lease, the rights and remedies of either party under this Lease shall be cumulative and in addition to any other rights given to either party by law, and the exercise of any right or remedy shall not impair either party's right to any other remedy.

23.7 The covenants, agreements and conditions contained in this Lease to be performed and observed by either party shall be binding upon said party and its heirs, legal representatives, successors and assigns, and shall inure to the benefit of the other party and its heirs, legal representatives, successors and assigns.

23.8 This Lease and the Exhibits (including the material referred to thereon) attached hereto set forth all the covenants, promises, agreements, conditions and understandings between TENANT and LANDLORD concerning the DEMISED PREMISES, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

23.9 TENANT agrees that it will not record this Lease or cause this Lease to be recorded. TENANT will execute from time to time and deliver to LANDLORD a statement in writing certifying that this Lease as it may have been amended from time to time is in full force and effect and that TENANT has no defenses against its obligations hereunder.

23.10 TENANT recognizes that late payment of Base Rent, Additional Rent or any other monetary sums due hereunder from TENANT to LANDLORD will result in administrative expense to LANDLORD, the extent of which additional expense is extremely difficult and economically impractical to ascertain. TENANT therefore agrees that if such payment is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to five percent (5%) per month of the unpaid payment. The amount of the late charge to be paid by TENANT shall be reassessed and added to TENANT'S obligation for each successive monthly period until paid. The provisions of this Paragraph 23.10 in no way relieve TENANT of the obligation to pay Rent on or before the date on which they are due, nor do the terms of this Paragraph 23.10 in any way affect LANDLORD'S remedies pursuant to this Lease in the event Rent or any such other payment is unpaid after the date due.

23.11 The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation of, or option for, the DEMISED PREMISES. This document shall become effective and binding only upon the execution and deliver hereof by

LANDLORD and TENANT, and until such execution and delivery, LANDLORD shall not in any way be bound to enter into a lease with TENANT for the DEMISED PREMISES.

23.12 No acceptance by LANDLORD of a lesser sum than the Annual Base rent, Additional Rent or any other charge than due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any charge be deemed in accord and satisfaction, and LANDLORD may accept such check or payment without prejudice to LANDLORD'S right to recover the balance of such installment or pursue any other remedy in this Lease provided.

23.13 This Lease shall be governed by, and be construed in accordance with, the substantive laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles.

23.14 Each party has cooperated in the drafting and preparation of this Lease. Hence, in any construction to be made of this Lease, the same shall not be construed against any party.

23.15 This Lease may be executed simultaneously in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Lease, a document (or signature page thereto), including this Lease, signed and transmitted by facsimile machine or other electronic means is to be treated for all purposes as an original document with an original signature.

23.16 (a) Notwithstanding provisions of this Lease to the contrary, TENANT shall have through July 31, 2018, to obtain all necessary licenses, permits and approvals to build and operate a Registered Marijuana Dispensary (RMD) at the DEMISED PREMISES, (the "Permit Contingency"). If after using all due diligence, TENANT has been unable to secure all such required licenses, permits and approvals (including approval of this Lease), on or before July 31, 2018, then TENANT may elect to terminate this Lease by giving written notice of its intention to terminate this Lease to LANDLORD with a copy to its attorney, Richard D. Paster, on or before July 31, 2018, whereupon this Lease shall become terminated. If the TENANT so elects to terminate the Lease, LANDLORD shall retain \$50,000.00 of the \$125,000.00 security deposit and Fifty (50%) percent of the Base Rent paid to the LANDLORD through the date of termination of this Lease plus One Hundred (100%) percent of the Operating Expenses due and payable through such termination, and the balance of the Base Rent and the Security Deposit paid to Landlord shall be refunded to Tenant.

(b) Provided TENANT has diligently pursuant all necessary licenses, permits and approvals to operate a RMD, TENANT shall have the further right to extend the Permit Contingency through November 30, 2018, by giving written notice of its intention to extend the Permit Contingency to LANDLORD, with a copy to its attorney, Richard D. Paster, on or before July 31, 2018, whereupon the Permit Contingency shall be extended through November 30, 2018. TENANT shall have the further right to terminate this Lease on or before November 30, 2018, by providing written notice of its intention to terminate this Lease to Landlord with a copy to Richard D. Paster, whereupon this Lease shall become terminated. If the TENANT so elects to terminate the Lease, LANDLORD shall retain \$50,000.00 of the \$125,000.00 security deposit

and Fifty (50%) percent of the Base Rent paid to the LANDLORD through the date of termination of this Lease including One Hundred (100%) percent of the Operating Expenses due and payable through such termination, and the balance of the Base Rent and Security Deposit paid to Landlord shall be refunded to Tenant. In the event the TENANT does not so notify LANDLORD of TENANT'S inability to obtain all such required licenses, permits and approvals by July 31, 2018 or November 30, 2018, as the case may be, it shall be conclusively presumed that TENANT has obtained all such necessary licenses, permits and approvals and the Permit Contingency shall be thereby waived.

(c) The parties hereto recognize that an executed copy of this Lease is required to be submitted to the Department of Public Health of the Commonwealth of Massachusetts ("DPH") for approval, and that it may take approximately a month before DPH notifies Tenant if has approved the Lease. Without limiting the rights of Tenant under Section 23.16 (a) and (b) above, if DPH notifies Tenant that DPH has not approved the Lease, but identifies changes that need to be made for DPH to consider approving it, the parties hereto agree to work cooperatively to revise the lease to satisfy the concerns of DPH, provided that such revision will not materially change the business terms hereof or have a material adverse effect on either party.

23.17 All of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of TENANT and of all persons claiming by, through or under TENANT which, during the continuance of this Lease or any occupancy of the DEMISED PREMISES by TENANT or anyone claiming under TENANT, may be on the DEMISED PREMISES, shall be at the sole risk and hazard of TENANT and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by LANDLORD, except that LANDLORD shall in no event be indemnified or held harmless or exonerated from any liability to TENANT or to any other person for any injury, loss, damage or liability to the extent prohibited by law.

23.18 To pay on demand LANDLORD'S expenses, including reasonable attorneys fees, incurred in enforcing any obligation of TENANT under this Lease or in curing any default by TENANT under this Lease.

23.19 Landlord warrants to Tenant that:

(i) Landlord and the party executing this Lease on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of and to deliver this Lease to Tenant;

(ii) Landlord is the sole owner of the property and owns a fee simple interest therein;

(iii) Landlord has received no notice from any state or municipal authority indicating that the Property is in violation of any applicable environmental laws; and

(iv) ) Landlord is not currently a party to any litigation which could impair Landlord's ability to observe the terms and conditions of this Lease or perform its obligations hereunder.

(v) The property is not encumbered by a mortgage securing outstanding financing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK:SIGNATURE PAGE ON NEXT  
PAGE]

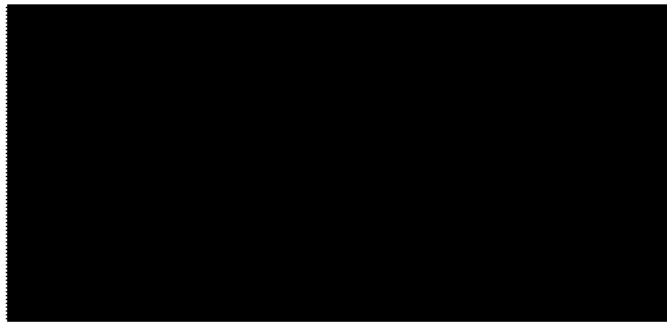
IN WITNESS WHEREOF, LANDLORD and TENANT have duly executed this LEASE  
as an instrument under seal as of the day and date first written above.

LANDLORD:

JK, LLC

Kathleen Rotondi  
Kathleen Rotondi, Manager

TENANT:



IN WITNESS WHEREOF, LANDLORD and TENANT have duly executed this LEASE  
as an instrument under seal as of the day and date first written above.

LANDLORD:

JK, LLC

\_\_\_\_\_  
Kathleen Rotondi, Manager

TENANT:



Km

Question I Section C Response



*The City of Fitchburg*  
*Massachusetts*  
OFFICE OF THE MAYOR

STEPHEN L. DINATALE  
MAYOR  
166 BOULDER DRIVE  
FITCHBURG, MA 01420  
TEL (978) 829-1801

AARON TOURIGNY  
CHIEF OF STAFF  
ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID  
ADMINISTRATIVE AIDE  
JDAVID@FITCHBURGMA.GOV

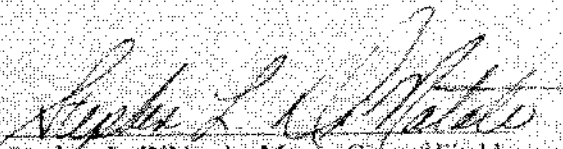
April 6, 2018

[REDACTED]  
Garden Remedies, Inc.  
[REDACTED]

I Stephen L. DiNatale, Mayor of the City of Fitchburg, do hereby provide this letter of non-opposition to Garden Remedies, Inc. to operate a Registered Medical Marijuana Dispensary (RMD) facility in the City of Fitchburg, MA

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Respectfully yours,

  
Stephen L. DiNatale, Mayor City of Fitchburg

4/9/18  
Date

~~Question # 4 - Response -~~**SECTION D: LOCAL COMPLIANCE**

Describe how the applicant has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

GRI met the Medical Marijuana Advisory committee established by Mayor Robert Dolan. Committee included Melrose Solicitor, City Planner, Chief of Police, Melrose Board of Health.

GRI was awarded permission for the location of 732 Newburyport Turnpike, Melrose. This location is in the BB (Extensive Business) Zoning District. This location is in a zoning district that will allow use of a Registered Marijuana Dispensary pursuant to local permitting, Section 235-73.3 Registered Marijuana Dispensaries require approval of a Special Permit from the Melrose Planning Board as the Special permit Granting Authority. GRI recieved a letter of non-opposition from Mayor Infurna on February 7, 2018. Directors of Operations and Compliance is responsible for compliance in local codes, ordinance, and bylaws for 732 Newburyport Turnpike, Melrose.

Directors of Operations and Compliance, Senior Management, is presently responsible for compliance in local codes, ordinance, and bylaws for GRI cultivation site in Fitchburg and dispensary site in Newton.



**SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS**

*Provide the three-year business plan for the RMD, including revenues and expenses.*

Projected Start Date for the First Full Fiscal Year: 7/31/2018

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS	SECOND FULL FISCAL YEAR PROJECTIONS	THIRD FULL FISCAL YEAR PROJECTIONS
	2018	2019	2020
Projected Revenue	\$ 13,184,558	\$ 14,762,699	\$ 14,762,699
Projected Expenses	\$ 12,034,015	\$ 12,866,018	\$ 12,866,018
VARIANCE:	\$ 1,150,542	\$ 1,896,681	\$ 1,896,681
Number of unique patients for the year	2,293	2,580	2,580
Number of patient visits for the year	11089	12384	12384
Projected % of patient growth rate annually	---	113	113
Estimated purchased ounces per visit	0.25	0.25	0.25
Estimated cost per ounce	\$117	\$108	\$108
Total FTEs in staffing	48	48	48
Total marijuana for medical use inventory for the year (in lbs.)	1,720	1,935	1,935
Total marijuana for medical use sold for the year (in lbs.)	1,570	1,785	1,785
Total marijuana for medical use left for roll over (in lbs.)	150	150	150

**Projected date the RMD plans to open: 7/31/2018**

Information on this page has been reviewed by the applicant, and where provided by the applicant is accurate and complete, as indicated by the initials of the authorized signatory h

EXHIBIT A

## EXHIBIT B

### RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered nor shall the same be used for any purpose other than ingress and egress to and from the DEMISED PREMISES.
2. No awnings or other projections shall be attached to the outside walls or windows of the Building. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the DEMISED PREMISES without the prior written consent of LANDLORD.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules or other public parts of the Building.
4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown or disposed of therein. The TENANT shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the Building or any part thereto except as specifically otherwise provided by the Lease.
5. No bicycles, vehicles or animals (other than service animals) of any kind shall be brought into or kept in or about the DEMISED PREMISES, except vehicles shall be permitted to enter the building for deliveries, subject to reasonable approval by Landlord of the plans providing for such delivery area. No cooking shall be done or permitted in the DEMISED PREMISES without the prior written consent of LANDLORD. The TENANT shall not cause or permit any unusual or objectionable odors to emanate from the DEMISED PREMISES.
6. Except as otherwise permitted in this Lease, no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on: (i) any part of the outside of the DEMISED PREMISES or the Building, (ii) the inside of the DEMISED PREMISES if the same is visible from the outside, or (iii) the stairwells, passageways, hallways, bathrooms or other public parts of the Building. In the event of the violation of the foregoing by the TENANT, LANDLORD may remove same without any liability, and may charge the expense incurred by such removal to TENANT. Signs are permitted but only by written agreement executed by LANDLORD and by TENANT simultaneously with the execution of TENANT'S Lease by both and can thereafter be changed only by written amendment to such agreement signed by LANDLORD and TENANT.
7. TENANT shall not make, or permit to be made, any unseemly or disturbing noises or to disturb or interfere with other TENANTS or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio

device, nonmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.

8. Unless otherwise authorized by state or federal law, no additional locks or bolts of any kind shall be placed upon any of the doors or windows nor shall any changes be made in locks or the mechanism thereof except with the prior written permission of LANDLORD. If permitted by law, TENANT shall, upon the termination of its tenancy, deliver to LANDLORD all keys either furnished to, or otherwise procured by, TENANT.

9. TENANT shall, at its expense, provide artificial light in the DEMISED PREMISES for LANDLORD'S agents, contractors and employees while making repairs or alterations in the DEMISED PREMISES.

10. The DEMISED PREMISES shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose, except the sale of marijuana, as permitted by Massachusetts law.

11. The requirements of TENANTS will be attended to only upon application to the office of LANDLORD. Building employees shall not be required to perform, and shall not be requested by TENANT to perform any work unless under specific instructions from the LANDLORD.

12. Canvassing, soliciting and peddling in the Building are prohibited and TENANT shall cooperate in seeking their prevention.

13. TENANT shall not move or permit to be moved into or out of the Building or the DEMISED PREMISES any heavy or bulky item without the specific written approval of the LANDLORD which approval shall not be unreasonably withheld. If any such item requires special handling, only a person holding a Master Rigger's license shall be employed to perform such special handling. TENANT shall not place or permit to be placed, on any part of the floor or floors of the DEMISED PREMISES, a load exceeding the floor load per square foot which such floor was designed to carry and which is permitted by law. LANDLORD reserves the right to prescribe the reasonable weight which must be placed so as to distribute the weight. If LANDLORD shall require a structural engineer to determine the foregoing, this shall be TENANT'S sole cost and expense.

14. TENANT shall forthwith repair any damage to the DEMISED PREMISES, or to the common or public areas of the Building or Property (including without limitation the lobbies, hallways, floors, ceilings or walls) caused by TENANT, its agents, employees, invitees, movers, contractors or those for whose conduct TENANT is responsible.

15. TENANT shall keep clean all exterior glass in the DEMISED PREMISES.