The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Health Care Safety and Quality
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor, Boston, MA 02111

SITING PROFILE:
Request of for a Certificate of Registration to
Operate a Registered Marijuana Dispensary

INSTRUCTIONS

This application form is to be completed by a non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health (the "Department") to submit a Siting Profile.

If invited by the Department to submit more than one Siting Profile, you must submit a separate Siting Profile and attachments for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).
Mail or hand-deliver the Siting Profile, with all required attachments, to:

Department of Public Health  
Medical Use of Marijuana Program  
RMD Applications  
99 Chauncy Street, 11th Floor  
Boston, MA 02111

REVIEW

Applications are reviewed in the order they are received. After a completed application packet is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to receive a Provisional Certificate of Registration.

PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants have one year from the date of the submission of the Management and Operations Profile to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional Certificate of Registration after one year, the applicant must submit a new Application of Intent and fee.

REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

It is the applicant’s responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

PUBLIC RECORDS

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

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 here: NJK
QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

☑ A fully and properly completed Siting Profile, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")

☑ Evidence of interest in property, by location (as outlined in Section B)

☑ Letter(s) of local support or non-opposition (as outlined in Section C)
SECTION A: APPLICANT INFORMATION

1. Middlesex Integrative Medicine, Inc.
   Legal name of Corporation

2. Nancy J. Koury
   Name of Corporation’s Chief Executive Officer

3. 155 Federal Street, Suite 402
   Boston, MA 02110
   Address of Corporation (Street, City/Town, Zip Code)

4. Nancy J. Koury
   Applicant point of contact (name of person Department of Public Health should contact regarding this application)

5. (617) 904-9424
   Applicant point of contact’s telephone number

6. nancy@mimrmd.com
   Applicant point of contact’s e-mail address

7. Number of applications: How many Siting Profiles do you intend to submit? 1

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 here: NJK
SECTION B: PROPOSED LOCATION(S)

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

Attach supporting documents as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

<table>
<thead>
<tr>
<th>Location</th>
<th>Full Address</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Dispensing</td>
<td>76 Astor Avenue Norwood, MA 02062</td>
<td>Norfolk</td>
</tr>
<tr>
<td>2 Cultivation</td>
<td>25 Mohawk Drive Leominster, MA 01453</td>
<td>Worcester</td>
</tr>
<tr>
<td>3 Processing</td>
<td>25 Mohawk Drive Leominster, MA 01453</td>
<td>Worcester</td>
</tr>
</tbody>
</table>

☑ Check here if the applicant would consider a location other than the county or physical address provided within this application.

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SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant must submit a letter of support or non-opposition from both municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality’s official letterhead.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary (“RMD”) in [name of city or town]. 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.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has 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.

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

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SECTION D: LOCAL COMPLIANCE

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

Middlesex Integrative Medicine's (MIM) dispensary will be located 76 Astor Ave, Norwood, and its cultivation facility will be located 25 Mohawk Dr. in Leominster. The dispensary is in Norwood’s Zoning Bylaw Medical Marijuana Overlay District (MMOD). MIM met with the Norwood Board of Selectmen and met with and communicated with the Board’s appointed liaison to discuss the appropriateness of the location of MIM’s dispensary. Norwood’s licensing procedures requires Planning Board, ZBA and final Board of Selectman approval to ensure the site complies with all local rules. The cultivation site is in an industrial district which complies with Leominster’s Zoning Bylaws. The protocol adopted by the Leominster City Council for the issuance of a non-opposition letter required the submission of engineering plans to the Council’s Joint Subcommittee to demonstrate that the cultivation site complies the zoning requirements of the City’s Bylaw. MIM met with Leominster’s Building Commissioner to inspect 25 Mohawk to verify it’s compliance with the Bylaw. The Special Permit process for both municipalities will further ensure that local rules are satisfied. MIM’s COO will ensure both facilities are compliant and continue to be in the future.

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**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: **06/01/2017**

<table>
<thead>
<tr>
<th></th>
<th>FIRST FULL FISCAL YEAR PROJECTIONS</th>
<th>SECOND FULL FISCAL YEAR PROJECTIONS</th>
<th>THIRD FULL FISCAL YEAR PROJECTIONS</th>
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<tr>
<td></td>
<td>2017</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Projected Revenue</td>
<td>$5,716,062.00</td>
<td>$8,742,507.00</td>
<td>$8,267,146.00</td>
</tr>
<tr>
<td>Projected Expenses</td>
<td>$5,962,947.00</td>
<td>$7,670,585.00</td>
<td>$7,626,341.00</td>
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<tr>
<td>VARIANCE:</td>
<td>$-246,885.00</td>
<td>$1,071,922.00</td>
<td>$640,805.00</td>
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<tr>
<td>Number of unique patients for the year</td>
<td>1536</td>
<td>2538</td>
<td>2400</td>
</tr>
<tr>
<td>Number of patient visits for the year</td>
<td>41,826</td>
<td>50,992</td>
<td>48,219</td>
</tr>
<tr>
<td>Projected % of patient growth rate annually</td>
<td>---</td>
<td>65%</td>
<td>-5%</td>
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<tr>
<td>Estimated purchased ounces per visit</td>
<td>.5</td>
<td>.5</td>
<td>.5</td>
</tr>
<tr>
<td>Estimated cost per ounce</td>
<td>300.00</td>
<td>300.00</td>
<td>300.00</td>
</tr>
<tr>
<td>Total FTEs in staffing</td>
<td>20</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Total marijuana for medical use inventory for the year (in lbs.)</td>
<td>1536</td>
<td>2074</td>
<td>2100</td>
</tr>
<tr>
<td>Total marijuana for medical use sold for the year (in lbs)</td>
<td>1152</td>
<td>1904</td>
<td>1800</td>
</tr>
<tr>
<td>Total marijuana for medical use left for roll over (in lbs.)</td>
<td>384</td>
<td>171</td>
<td>300</td>
</tr>
</tbody>
</table>

Projected date the RMD plans to open: **06/01/2017**

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 here: **NIK**
SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA AND NON-DISCRIMINATION BASED ON DISABILITY

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.

- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
  - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
  - purchase accessible equipment or modify equipment;
  - modify policies and practices; and
  - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.

- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.

- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.

- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.

- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(3)(f).

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, understand the obligations of the Applicant under the Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability, and agree and attest that the Applicant will comply with those obligations as stated in the Certification.

Signature of Authorized Signatory
Nancy J. Kory
Print Name of Authorized Signatory
President/Executive Director
Title of Authorized Signatory

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 here: [NJK]
ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.

[Signature]
Signature of Authorized Signatory

Nancy J. Koury
Print Name of Authorized Signatory

President/Executive Director

Title of Authorized Signatory

9/22/10
Date Signed

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a Management and Operations Profile and a Siting Profile.

[Signature]
Signature of Authorized Signatory

Nancy J. Koury
Print Name of Authorized Signatory

President/Executive Director

Title of Authorized Signatory

9/22/14
Date Signed

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 here: NJK
I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of $50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

Signature of Authorized Signatory

Nancy J. Koury

Print Name of Authorized Signatory

President/Executive Director

Title of Authorized Signatory

9/22/16 Date Signed

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 here: NIK
LEASE

HEATH REALTY TRUST

AS LANDLORD

AND

MIDDLESEX INTEGRATIVE MEDICINE, INC.

AS TENANT

76 ASTOR AVENUE
NORWOOD, MASSACHUSETTS
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EXHIBIT B – LANDLORD’S WORK
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LEASE

THIS INSTRUMENT OF LEASE, dated as of June 30, 2016 in which the Landlord and the Tenant are the parties hereinafter named, and which relates to space in the building (the “Building”) known and numbered as 76 Astor Avenue, Norwood, Massachusetts. The parties to this instrument hereby agree with each other as follows:

ARTICLE I

BASIC LEASE PROVISIONS

1.1 INTRODUCTION. The following set forth basic data and, where appropriate, constitute definitions of the terms hereinafter listed:

1.2 BASIC DATA.

Landlord: Heath Realty Trust.

Landlord’s Original Address: P.O. Box 890, Norwood MA. 02062.

Tenant: Middlesex Integrative Medicine, Inc.

Tenant’s Original Address: 155 Federal St., Suite 402, Boston MA. 02110

Premises Rentable Area: Approximately 3,150 Rentable Square Feet located on the first floor of the building.

Permitted Uses: Registered Marijuana Dispensary dispensing facility (“RMD”) in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health (“DPH”) and Chapter 369 of the Acts of 2012, and in accordance with 105 CMR 725.000, Implementation of An Act for the Humanitarian Medical Use of Medical Marijuana (the “DPH Regulations”) and the General and Zoning By-Laws of the Town of Norwood.

Commencement Date: June 1, 2016.

Term: The period commencing on the Commencement Date and expiring on the last day of the month in which the tenth (10th) anniversary of the Commencement Date shall occur, provided that, if the Commencement Date shall be on a date other than the first day of a calendar month, then the Lease Term shall end on the day before the tenth (10th) anniversary of the Commencement Date.

Tenant’s Option to Extend Term of Lease: None.

Security Deposit: Six (6) months rent ($15,750.00).

Operating Expenses: As defined in Section 9.1.

Operating Year: As defined in Section 9.1.

Tenant’s Pro-Rata share of Building – 5.25%

Brokers: Elliot & Company, LLC and Jones, Lange LaSalle.

1.3 ADDITIONAL DEFINITIONS.

Building Rentable Area: Approximately 60,000 rentable square feet.


Default of Tenant: As defined in Section 13.1.
Escalation Charges: Any amount in excess of the base rate of Tenant's Pro-Rata share of Real Estate Taxes and Operating Expenses

Force Majeure: Collectively and individually, strike or other labor trouble, fire or other casualty, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control, excluding financial inability.

Initial Public Liability Insurance: A commercial general liability and property damage insurance $1,000,000.00 minimum limit per occurrence; $2,000,000.00 in the aggregate (annually), with deductible no greater than $5,000.00) (combined single limit) for property damage, bodily injury, or death.

Operating Expenses: As set forth in Section 9.

Operating Year: As defined in Section 9.

Premises: A portion of the Building as shown on Exhibit A, annexed hereto.

Property: The Building and the land parcels on which it is located at 76 Astor Avenue.

Real Estate Taxes: shall mean all taxes including real estate taxes (which term shall include payments in lieu of real estate taxes), assessments, levies, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time during the Term may be assessed, levied, confirmed, imposed upon, or may become due and payable out of or in respect of, or become a lien upon, all or any portion of the Building (including, without limitation, all improvements thereto) other than: (i) municipal, state and federal income taxes (if any) assessed against Landlord; or (ii) municipal, state or federal capital levy, gift, estate, succession, inheritance or transfer taxes of Landlord; or (iii) corporation excess profits or franchise taxes imposed upon any corporate owner of the Property. In addition to the foregoing, Real Estate Taxes shall not include: (a) any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; (b) transfer tax upon the passing of Landlord's interest in the Building; (c) penalties and/or interest attributable to late payments made by Landlord; or (d) any portion of any tax or assessment expense or any increase therein (i) in excess of the amount which would be payable if such tax or assessment expense were paid in installments over the longest possible term; (ii) imposed on land and improvements other than the current Building; (iii) resulting from additions to the Building or a new building not requested by Tenant; or (iv) any increases in Taxes resulting for any sale or transfer of the Building or Property.

Tenants Removable Property: As defined in Section 5.2.

ARTICLE II
PREMISES AND APPURTENANT RIGHTS

2.1 LEASE OF PREMISES. Landlord hereby demises and leases to Tenant for the Term of this Lease and upon the terms and conditions hereinafter set forth, and Tenant hereby accepts from Landlord, the Premises for the Term.

2.2 APPURTENANT RIGHTS AND RESERVATIONS. (a) Tenant shall have, as appurtenant to the Premises, the nonexclusive right to use, and permit its invitees to use in common with others stairways and common walkways necessary for access to the Building and the common parking lot but Tenant shall have no other appurtenant rights and all such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord pursuant to Section 14.7 and to the right of Landlord to designate and change from time to time areas and facilities so to be used provided that no such change shall unreasonably interfere with Tenant's use of the Premises.
(b) Excepted and excluded from the Premises are the ceiling, floor, perimeter walls, and exterior windows, except the inner surfaces thereof, but the entry doors (and related glass and finish work) to the Premises are a part thereof, and Tenant agrees that Landlord shall have the right to place in the Premises (but in such manner as to reduce to a minimum interference with Tenant's use of the Premises) utility lines, pipes, equipment, and the like, in, over, and upon the Premises. Tenant shall install and maintain, as Landlord may require, proper access panels in any hung ceilings or walls as may be installed by Tenant in the Premises to afford access to any facilities above the ceiling or within or behind the walls.

ARTICLE III
ANNUAL BASE RENT

<table>
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<tr>
<th>Lease Year</th>
<th>Annual Base Rent</th>
<th>Monthly Base Rent</th>
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<tr>
<td>1</td>
<td>$31,500.00</td>
<td>$2,625.00</td>
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<tr>
<td>2</td>
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<td>$3,937.50</td>
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<tr>
<td>3</td>
<td>$47,250.00</td>
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<tr>
<td>10</td>
<td>$55,125.00</td>
<td>$4,593.75</td>
</tr>
</tbody>
</table>

3.1 PAYMENT. (a) Tenant agrees to pay to Landlord, or as directed by Landlord, commencing on the Commencement Date without offset, abatement, deduction, or demand except as otherwise expressly provided in this Lease, the Annual Base Rent (sometimes hereinafter referred to as "Base Rent"). Such Base Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the Term of this Lease, at Landlord's Original Address, or at such other place as Landlord shall from time to time designate by notice, in lawful money of the United States.
(b) Base Rent for any partial month shall be prorated on a daily basis, and if the first day on which Tenant must pay Base Rent shall be other than the first day of a calendar month, the first payment Tenant shall make to Landlord shall be equal to a proportionate part of the monthly installment of Base Rent for the partial month from the first day on which Tenant must pay Base Rent to the last day of the month in which such day occurs, plus the installment of Base Rent for the succeeding calendar month.
(c) Tenant shall pay, as additional rent, a late charge equal to five percent (5%) of the amount of any Base Rent or other charges not paid within five (5) days when due hereunder.

ARTICLE IV
LANDLORD'S AND TENANT IMPROVEMENTS

4.1 LANDLORD'S WORK. Tenant shall accept the Premises in its then "as is" condition, and Landlord will have no obligation to perform any construction to prepare the Premises for Tenant, except Landlord shall, at its own cost and expense and in compliance with all Requirements and safe construction practices, perform the work set forth on Exhibit B annexed hereto and made a part hereof ("Landlord's Work").

4.2 TENANT IMPROVEMENTS. Tenant shall, at its own cost and expense and in compliance with all Requirements and safe construction practices, perform the work set forth on Exhibit C annexed hereto and made a part hereof and all other work necessary to prepare the Premises for Tenant's use ("Tenant's Improvements"). Tenant shall have the right to access the Premises during regular working hours prior to the commencement of this Lease to install telecommunication wiring, computer wiring, furniture, fixtures and equipment and mill work so long as Tenant and Tenant's contractors do no interfere with the contractors of Landlord. Tenant's interior furnishings, i.e., specification, coordination, supply, and installation of furniture, furnishings, telephone, millwork, computers, communications and computer
wiring, interior signage and movable equipment, will be the responsibility of Tenant. Tenant’s installation of furnishings, and later changes or additions, shall be coordinated with any work being performed by Landlord in such manner as to maintain harmonious labor relations and so not to damage the Property or interfere with Building operations. Tenant Improvements shall be part of the Building and shall not be removed, except that at the expiration of this Lease Tenant shall remove such portions thereof as Landlord shall have specified at the time of approval of the Tenant Improvement.

ARTICLE V
USE OF PREMISES

5.1 PERMITTED USE. (a) Tenant agrees that the Premises shall be used and occupied by Tenant only for Permitted Use as described in Section 1.2 above.

(b) Tenant agrees to conform to the following provisions during the Term of this Lease:

(i) Tenant shall cause all freight to be delivered to, or removed from, the Building and the Premises in accordance with reasonable rules and regulations established by Landlord therefor;

(ii) Tenant will not place on the exterior of the Premises (including both interior and exterior surfaces of doors and interior surfaces of windows), or any part of the Building outside the Premises, any signs, symbol, advertisements, or the like visible to the public view outside of the Premises, without the consent of the Landlord which consent shall not be unreasonably withheld or denied. Any such signs shall comply with the DPH Regulations and the Bylaws of the Town of Norwood. Landlord will not unreasonably withhold consent for signs or lettering on the entry doors to the Premises provided such signs conform to building standards adopted by Landlord and Tenant has submitted a sketch of the sign to be placed on such entry doors;

(iii) Tenant shall not perform any act or carry on any practice that may injure the Premises, or any other part of the Building, or cause offensive odors or loud noise or constitute a nuisance or menace to any other tenant or tenants or other persons in the Building;

(iv) Tenant shall, in its use of the Premises, comply with the requirements of all applicable state governmental laws, rules, and regulations. Without limiting the generality of the foregoing, Tenant shall be responsible, in connection with Tenant’s use of the Premises, for compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (collectively, the “ADA Requirements”). Tenant’s compliance obligation shall include not only alterations and improvements required, from time to time, to the Premises in order to comply with the ADA Requirements; and

(v) Tenant shall have access to the Premises 365 days per year, 7 days per week and 24 hours per day.

5.2 INSTALLATION AND ALTERATIONS BY TENANT. (a) Tenant shall make no alterations, additions, or improvements in or to the Premises without Landlord’s prior written consent, which consent shall be requested in writing not less than fifteen (15) business days prior to the scheduled and actual commencement of any such alteration, addition, or improvement. In no event shall Tenant make any alteration, addition, or improvement if it (i) shall not comply with all applicable laws; (ii) shall affect the operation, efficiency, or integrity of any Building system; (iii) shall interfere with the use or occupancy of any other portion of the Building by any other tenant or its invitees; (iv) shall be visible from the exterior of the Building or from any common areas, including, without limitation, any common areas on the floor of the Premises; or (v) shall affect the structural portions or elements of the Building. Any such alterations, additions, or improvements shall be in accordance with complete plans and specifications prepared by Tenant and approved in advance by Landlord. Such work shall (i) be performed in a good workmanlike manner and in compliance with all applicable laws, (ii) be made at Tenant’s sole cost and expense and at such times and in such a manner as Landlord may from time to time designate, and (iii) become part of the Premises and the property of Landlord.

(b) All articles of personal property and all business fixtures, machinery and equipment, and furniture owned or installed by Tenant solely at its expense in the Premises (“Tenant’s Removable Property”)
shall remain the property of Tenant and may be removed by Tenant at any time prior to the expiration of this Lease, provided that Tenant, at its expense, shall repair any damage to the Building caused by such removal.

(c) Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit and that no mechanic’s or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises. Whenever and as often as any mechanic’s lien shall have been filed against the Premises based upon any act or interest of Tenant or of anyone claiming through Tenant, Tenant shall forthwith remove or satisfy the lien. Notwithstanding the foregoing, Landlord hereby waives any lien upon Tenant’s property in the Premises that may contain confidential patient information protected under HIPPA, whether such lien is created by common law, by statute, or otherwise, and whether such lien may presently exist or may be created in the future.

(d) In the course of any work being performed by Tenant, including without limitation the “field installation” of Tenant’s Removable Property, Tenant agrees to use labor compatible with that being employed by Landlord in or for the Building or other buildings owned by Landlord or its affiliates, and Tenant shall not employ or permit the use of any labor or otherwise take any action that might result in a labor dispute involving personnel providing services in the Building pursuant to arrangements made by Landlord.

ARTICLE VI
ASSIGNMENT AND SUBLETTING

6.1 PROHIBITION. (a) Tenant covenants and agrees that, whether voluntarily, involuntarily, by operation of law, or otherwise, neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered, or otherwise transferred and that neither the Premises nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied by anyone other than Tenant or for any use or purpose other than a Permitted Use, or be sublet (which term without limitation shall include granting of concessions, licenses, and the like) in whole or in part, or be offered or advertised for assignment or subletting, without Landlord’s consent, which shall not be unreasonably withheld, subject to the following provisions.

(b) Any request for Landlord’s consent under Section 6.1(a) shall be accompanied by such information regarding any proposed assignee, subtenant, or occupant as Landlord shall reasonably require.

(c) If Tenant’s stock is not publicly held, the provisions of paragraph (a) of this section shall apply to a transfer (by one or more transfers) of a majority of the stock or partnership interests, or other evidences of ownership of Tenant as if such transfer were an assignment of this Lease. Such provisions shall not apply to transactions with an entity into or with which Tenant is merged or consolidated or to which substantially all of Tenant’s assets are transferred or to any entity that controls or is controlled by Tenant or is under common control with Tenant, provided that in any of such event (i) the successor to Tenant has a net worth computed in accordance with general accounting principles to be at least equal to the net worth of Tenant immediately prior to such merger, consolidation, or transfer; (ii) proof satisfactory to Landlord of such net worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of such transaction; and (iii) the assignee agrees directly with Landlord, by written instrument in form satisfactory to Landlord, to be bound by all the obligations of Tenant hereunder including, without limitation, the covenant against further assignment or subletting.

(d) If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may at any time and from time to time collect rent and other charges from the assignee, subtenant, or occupant and apply the net amount collected to the rent and other charges herein reserved, but no such assignment, subletting, occupancy, collection, or modification of any provisions of
this Lease shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant, or occupant as a tenant or a release of the original named Tenant from the further performance by the original named Tenant hereunder. No assignment or subletting hereunder shall relieve Tenant from its obligations hereunder and Tenant shall remain fully and primarily liable therefor. No assignment or subletting or occupancy shall affect Permitted Uses.

(e) If for any assignment or sublease Tenant shall receive rent or other consideration, either initially or over the term of the assignment or sublease, in excess of (x) the rent called for hereunder (or in the case of the sublease of part, in excess of such rent allocable to the part) after appropriate adjustments to assure that all other payments called for hereunder are taken into account and (y) Tenant’s brokerage, improvement, and legal costs relating to such assignment or sublease (amortized ratably over the term of the sublease or assignment), Tenant shall pay to Landlord, as Additional Rent, fifty percent (50%) of such excess of such payment of rent or other consideration received by Tenant promptly after its receipt.

(f) Within fifteen (15) business days after Landlord’s receipt of all of the information and documents described in Section 6.1(b), Landlord may, at its option, in its sole and absolute discretion, by notice to Tenant, elect to (a) sublease the Premises or the portion thereof proposed to be sublet by Tenant upon the same terms as those offered to the proposed subtenant; (b) take an assignment of this Lease upon the same terms as those offered to the proposed assignee; or (c) terminate this Lease in the case of a proposed assignment or a proposed sublease of the entire Premises or as to the portion of the Premises subject to the proposed sublease, with a proportionate adjustment in the Rent payable hereunder if this Lease is terminated as to less than all of the Premises.

ARTICLE VII

RESPONSIBILITY FOR REPAIRS AND CONDITIONS OF PREMISES:
SERVICES TO BE FURNISHED BY LANDLORD

7.1 LANDLORD REPAIRS. (a) Except as otherwise provided in this Lease and subject to Article XII, Landlord agrees to keep in good order, condition, and repair the roof, public areas, exterior walls (including exterior glass), and structure of the Building (including plumbing, mechanical and electrical systems installed by Landlord), all insofar as they affect the Premises, except that Landlord shall in no event be responsible to Tenant for the condition of glass, heating, ventilation or air conditioning within the Premises or for the doors (or related glass and finish work) leading to the Premises, or for any condition in the Premises or the Building caused by any act or neglect of Tenant, its invitees, or contractors. Landlord shall not be responsible to make any improvements or repairs to the Building other than as expressly in this Section 7.1 provided, unless expressly provided otherwise in this Lease.

(b) Landlord shall never be liable for any failure to make repairs that Landlord has undertaken to make under the provisions of this Section 7.1 or elsewhere in this Lease unless Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time after receipt of such notice or fails to proceed with reasonable diligence to complete such repairs.

7.2 TENANT’S AGREEMENT. (a) Tenant will keep neat and clean and maintain in good order, condition, and repair the Premises and every part thereof, including all security systems, excepting only those repairs for which Landlord is responsible under the terms of this Lease and damage by fire or other casualty and as a consequence of the exercise of the power of eminent domain, and shall surrender the Premises, at the end of the Term, in such condition, reasonable wear and tear excepted. Without limitation, Tenant shall continually during the Term of this Lease maintain the Premises in accordance with all state and local laws and all federal laws to the extent such laws are not inconsistent with the Tenant’s business (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12001 et seq.), codes, and ordinances from time to time in effect and all directions, rules, and regulations of the proper officers of governmental agencies having jurisdiction, and shall, at Tenant’s own expense, obtain all permits, licenses, and the like required by applicable law for Tenant’s particular use of the Premises. Notwithstanding the
foregoing or the provisions of Article XII, Tenant shall be responsible for the cost of repairs that may be necessary by reason of damage to the Building caused by any act or neglect of Tenant or its contractors or invitees (including any damage by fire or any other casualty arising therefrom). All such charges shall be payable as additional rent with the installment of Annual Base Rent with which the same are billed or, if billed separately, shall be due and payable within twenty (20) days.

(b) If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that the Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, Landlord may (but shall not be required to do so) make or cause such repairs to be made (the provisions of Section 14.18 being applicable to the costs thereof) and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant’s stock or business by reason thereof.

7.3 FLOOR LOAD; HEAVY MACHINERY. (a) Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area that such floor was designed to carry or that is allowed by law. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant’s expense in settings sufficient, in Landlord’s judgment, to absorb and prevent vibration, noise, and annoyance. Tenant shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter, or fixtures into or out of the Building without Landlord’s prior consent, which consent will not be unreasonably withheld, which consent may include a requirement to provide insurance, naming Landlord as an insured, in such amounts as Landlord may deem reasonable.

(b) If such safe, machinery, equipment, freight, bulky matter, or fixtures require special handling, Tenant agrees to employ only qualified persons to do such work, and all work in connection therewith shall comply with applicable laws and regulations. Any such moving shall be at the sole risk and hazard of Tenant, and Tenant will exonerate, indemnify, and save Landlord harmless against and from any liability, loss, injury, claim, or suit resulting directly from such moving.

7.4 BUILDING SERVICES. Tenant agrees to pay for all water consumed at the Premises as shown on a separate water meter serving the Premises or, if not separately metered, Tenant’s Pro-Rata Share of the Building’s water charges, together with the sewer charge based on such meter charges, as and when bills are rendered. Tenant shall have sole responsibility for contacting with all utility companies servicing the Premises and for payment of all invoices, in a prompt manner, for each utility. Landlord, during the Term, shall maintain the Building and the common areas appurtenant thereto in good and clean and operative condition, commensurate with their condition as of the Commencement Date, and provide the following services, the cost of which shall be included in the Operating Expenses (unless otherwise excluded from Operating Expenses under Section 9.1): (i) fire suppression as required by law; (ii) the maintenance of the landscaping on the Site (which shall be included in the Operating Expenses as detailed in Article 9 below); (iii) the maintenance and repair of the parking area located appurtenant to the Building (the cost of replacement of the parking area shall not be included in Operating Expenses); (iv) the removal of snow and ice from the parking areas, driveways and walkways located at the Building (which shall be included in the Operating Expenses as detailed in Article 9 below); and (v) the insurance which Landlord is required to maintain pursuant to Article 6 above;

7.5 ELECTRICITY. (a) The electric utility company shall supply electricity to the Building to meet a demand requirement not to exceed 2.3 watts per square foot of Premises Rentable Area for premises lighting and convenience outlets. Tenant agrees in its use of the Premises not to exceed such requirements or any limits from time to time established under applicable governmental regulations.
(b) In order to ensure that the foregoing requirements are not exceeded and to avert possible adverse affect on the Building’s electrical system, Tenant shall not, without Landlord’s prior consent, connect any fixtures, appliances, or equipment to the Building’s electrical distribution system other than computers, plotters, photocopiers, refrigerator, microwave, stove, and other similar customary office and kitchen equipment, and other equipment customarily associated with Tenant’s proposed use of the Premises.

(c) Tenant shall contract with the local electric utility and shall have sole responsibility for payment of Tenant’s electrical costs. The demised Premises is separately metered for electricity consumption.

7.6 GAS. Tenant shall contract with the local gas utility and shall have sole responsibility for payment of Tenant’s gas costs. The demised Premises is separately metered for gas consumption.

ARTICLE VIII
REAL ESTATE TAXES

8.1 PAYMENTS ON ACCOUNT OF REAL ESTATE TAXES. Tenant shall pay Real Estate Taxes in such equal monthly installments (the “Tax Estimates”) as Landlord estimates from time to time, with the first installment being due on the Rent Commencement Date and each succeeding installment being due on the first day of each calendar month thereafter as Additional Rent. The initial Tax Estimate and all succeeding installments shall be in the amount set forth below until Landlord issues notice of change. After the end of each Tax Year, Landlord shall send Tenant a statement setting forth the amount of the Tax and the sum of the Tax Estimates that have been paid by Tenant for such Tax Year. If the amount of the Tax for such period exceeds the total of the Tax Estimates paid by Tenant, Tenant shall pay the difference to Landlord within twenty (20) days after receipt of such statement. If the total of the Tax Estimates paid by Tenant for such period exceeds the Tax for such period, Landlord shall credit the difference toward the Tax Estimates next due and, at the end of the Term, refund any excess amount of Tax paid by Tenant, less the amount of any moneys owed to Landlord by Tenant. Landlord shall credit Tenant with its proportionate share of any refund received by Landlord of any Tax to which Tenant has contributed. Current Real Estate Taxes for the Premises is $1.56 per square foot.

8.2 ABATEMENT. If Landlord shall receive any tax refund or reimbursement of Taxes or sum in lieu thereof with respect to any Tax Year that is not due to vacancies in the Building, then out of any balance remaining thereof after deducting Landlord’s expenses reasonably incurred in obtaining such refund, Landlord shall pay to Tenant (provided that if there then exists a Default of Tenant, Landlord may retain therefrom any amount due from Tenant) an amount equal to such refund or reimbursement or sum in lieu thereof (exclusive of any interest).

8.3 ALTERNATE TAXES. (a) If some method or type of taxation shall replace the current method of assessment of real estate taxes in whole or in part, or the type thereof, or if additional types of taxes are imposed upon the Property or Landlord relating to the Property, Tenant agrees that Tenant shall pay a proportionate share of the same as an additional charge computed in a fashion consistent with the method of computation herein provided, to the end that Tenant’s share thereof shall be, to the maximum extent practicable, comparable to that which Tenant would bear under the foregoing provisions.

(b) If a tax (other than federal or state 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 an additional charge within ten (10) days after billing therefor, unless applicable law prohibits the payments of such tax by Tenant.

ARTICLE IX
OPERATING EXPENSES

9.1 DEFINITIONS. For the purposes of this Article IX, the following terms shall have the following respective meanings:
(v) Legal, accounting, insurance and consulting services associated with operation of the Property,

Year: and

less excess, on an annual basis, of the (5%) percent of the total gross rent of the premises per

(4) overhead, maintenance, repairs and the like; and other legal requirements;

(b) Straight line or other amortization of the cost of such improvements especially over the useful life thereof (as determined by landlord),

(c) Interest, property taxes, insurance, and other amortization costs incurred in the operation of the Property including without limitation:

(d) Capital costs shall be determined using straight line accounts;

(e) all costs of repairing and maintaining the property with the exception of capital costs;

(f) employees of other persons under contract with landlord; for the building or performing services provided for the benefit of the property or providing services to tenants including:

(1) Operating Expenses: The aggregate costs of operation in owning, operating, maintaining, and managing the property and the aggregate costs of providing services to tenants including:

(2) Operating Year: Each calendar year in which any part of the term of this lease shall fall.
provided that the service provided thereby is not available to all tenants of the Building; (vi) leasing concessions; (vii) taxes on the receipt of income, rentals, parking fees and similar revenues except if such taxes are imposed as a substitute for real estate taxes now levied by the applicable municipality; (viii) expenses for utility services which are separately metered to Tenant or which Tenant pays directly to the utility company providing such service; (ix) reserves of any kind and (x) any cost representing an amount paid to any entity related to or affiliated with Landlord (or it members, managers or employees, or relatives or such parties) which is in excess of the amount which would have been paid in the absence of such relationship. If, during any period for which Operating Expenses are being computed, less than all of the total rentable area of the Building was occupied by tenants or if Landlord is not supplying all tenants with the services being supplied hereunder, actual operating expenses incurred by Tenant shall be reasonably estimated by Landlord on an item by item basis to determine the operating expenses that would have been incurred if the Building were fully occupied for such period and such services were being supplied to all tenants, and such estimated amount shall be deemed to be Operating Expenses for such period.

9.2 TENANT'S PAYMENTS. (a) Landlord shall compute Tenant's share of Operating Costs ("Tenant's Share of Operating Costs") for each full or partial calendar year (the "Operating Costs Year") by multiplying the amount of Operating Costs by Tenant's Proportionate Share. Tenant shall pay Tenant's Share of Operating Costs in equal monthly installments ("Operating Costs Estimates") in such amounts as Landlord estimates from time to time, with the first installment being due on the Rent Commencement Date and each succeeding installment being due on the first day of each calendar month thereafter as Additional Rent. The initial Operating Costs Estimate and all succeeding installments shall be $0.98 per square foot for Common Area Maintenance Charges, not including building insurance, until Landlord issues notice of change. The initial cost for building insurance is $0.15 per square foot. After the end of each Operating Costs Year, Landlord shall send to Tenant a statement setting forth the amount of Tenant's Share of Operating Costs for the Operating Costs Year in question and the sum of the Operating Costs Estimates that have been paid by Tenant. If the amount of Tenant's Share of Operating Costs exceeds the sum of the Operating Costs Estimates paid by Tenant for such period, Tenant shall pay Landlord the difference within twenty (20) days after receipt of such statement. If the sum of the Operating Costs Estimates paid by Tenant for such period exceeds Tenant's Share of Operating Costs for such period, Landlord shall credit the difference toward the Operating Costs Estimate payment(s) next due and, at the end of the Term, refund any excess amount of Operating Costs Estimates paid by Tenant, less the amount of any moneys owed to Landlord by Tenant.

(b) Estimated payments by Tenant on account of Operating Expenses shall be made monthly and at the time and in the fashion herein provided for the payment of Base Rent. The monthly amount so to be paid to Landlord shall be sufficient to provide Landlord by the end of each Operating Year a sum equal to Tenant's required payments, as estimated by Landlord from time to time during each Operating Year, on account of Operating Expenses for such Operating Year. After the end of each Operating Year, Landlord shall submit to Tenant in writing a reasonably detailed accounting of Operating Expenses for such Operating Year, and Landlord shall certify to the accuracy thereof. If estimated payments theretofore made for such Operating Year by Tenant exceed Tenant's required payment on account thereof for such Operating Year, according to such statement, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant with respect to Operating Expenses or refund such overpayment if the Term of this Lease has ended and Tenant has no further obligation to Landlord; but, if the required payments on account thereof for such Operating Year are greater than the estimated payments (if any) theretofore made on account thereof for such Operating Year, Tenant shall make payment to Landlord within thirty (30) days after being so advised by Landlord. Landlord shall have the same rights and remedies for the nonpayment by Tenant of any payments due on account of Operating Expenses as Landlord has hereunder for the failure of Tenant to pay Base Rent.

(c) Provided no event of default then exists and is continuing beyond any applicable notice and cure period and subject to the following provisions, Tenant may, at its sole cost and expense, inspect or audit
Landlord’s records relating to Operating Expenses and Real Estate Taxes for the period of time covered by any annual bill for Operating Expenses or Real Estate Taxes delivered by Landlord, provided Landlord receives Tenant’s written request therefor within one hundred eighty (180) days of Tenant’s receipt of any such annual bill. If Tenant fails to object to the calculation of Operating Expenses and Real Estate Taxes on any annual bill within one hundred eighty (180) days after such bill has been delivered to Tenant, or if Tenant fails to conclude its inspection within one hundred twenty (120) days after the bill has been delivered to Tenant, then Tenant shall have waived its right to object to the calculation of Operating Expenses and Real Estate Taxes for the year in question and the calculation of Operating Expenses and Real Estate Taxes set forth on such annual bill shall be final. Tenant’s inspection shall be conducted where Landlord maintains its books and records and it shall take place only during Landlord’s normal business hours. Tenant may conduct only one such inspection for each calendar year during the Lease Term. If such inspection reveals that an error was made in any annual bill for Operating Expenses and Real Estate Taxes payable by Tenant, then Landlord shall refund to Tenant any overpayment of any such costs, or Tenant shall pay to Landlord any underpayment of any such costs, as the case may be, within thirty (30) days after notification thereof (or, in the event that such annual bill has not yet been paid by Tenant, Landlord shall revise such bill accordingly and shall deliver such revised annual bill to Tenant, and Tenant shall pay such bill as set forth above in this Section 9.2). If Landlord fails to refund such overpayment within thirty (30) days, Tenant shall be permitted to offset the amount of such overpayment against future installments of Base Rent or Additional Rent. In the event such inspection or audit reveals that Tenant has overpaid Operating Expenses or Real Estate Taxes by more than 5.0%, Landlord shall also reimburse Tenant for the cost or completing the inspection/audit of Landlord’s books and records. For the purpose of conducting such inspection, Tenant may use its own employee or may retain an independent firm of certified public accountants, but such firm not to be compensated on a contingency fee basis or in any other manner which is dependent upon the results of such inspection. Tenant and such accounting firm shall maintain the results of each such inspection confidential. Nothing in this Section 9.2(c) shall be construed to limit, suspend or abate Tenant’s obligation to pay Rent when due, including Additional Rent.

ARTICLE X
INDEMNITY AND PUBLIC LIABILITY INSURANCE

10.1 TENANT’S INDEMNITY. 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 to the extent arising (i) from any failure of Tenant to comply with the ADA Requirements applicable to the Premises; (ii) from any accident, injury, or damage whatsoever to any person, or to the property of any person, occurring in the Premises; (iii) from any accident, injury, or damage occurring outside of the Premises where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant’s agents, employees, invitees, or independent contractors; or (iv) in connection with the conduct or management of the Premises or of any business therein, or any thing or work whatsoever done, or any condition created (other than by Landlord) in the Premises, and, in any case, occurring after the date of this Lease, until the end of the Term of this Lease, and thereafter so long as Tenant is in occupancy of the Premises. This indemnity and hold-harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in, or in connection with, any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorney fees and costs at both the trial and appellate levels.

10.2 PUBLIC LIABILITY INSURANCE. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of commercial general liability and property damage insurance (including broad-form contractual liability, independent contractor’s hazard, and completed operations coverage) ($1,000,000.00 minimum limit per occurrence;
$2,000,000.00 in the aggregate (annually), with deductible no greater than $5,000.00) under which Landlord, Agent (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time), and Tenant are named as insureds, and under which the insurer agrees to defend, indemnify, and hold Landlord, Agent, and those in privity of estate with Landlord harmless from and against all cost, expense, and/or liability arising out of, or based upon, any and all claims, accidents, injuries, and damages set forth in Section 10.1. Each such Policy shall be noncancellable and nonamendable with respect to Landlord, Agent, and Landlord’s said designees without thirty (30) days’ prior notice to Landlord and shall be in at least the amounts of the Initial Public Liability Insurance specified in Section 1.3 or such greater amounts as Landlord shall from time to time reasonably request. A duplicate original or certificate thereof shall be delivered to Landlord.

10.3 TENANT’S RISK. Tenant shall carry “all-risk” property insurance on a “replacement cost” basis (including so-called improvements and betterments) on alterations and improvements installed by Tenant and provide a waiver of subrogation as required in Section 14.20. The provisions of this Section 10.3 shall be applicable from and after the execution of this Lease, until the end of the Term of this Lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises or of the Building.

10.4 INJURY CAUSED BY THIRD PARTIES. 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 persons occupying adjoining premises or any part of the premises adjacent to, or connecting with, the Premises or any part of the Property or otherwise.

10.5 LANDLORD’S INSURANCE COVENANT. During the Term, Landlord shall maintain the following types of insurance, in the amounts specified below (“Landlord’s Insurance”): (i) Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Building against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than $1,000,000 combined single limit; and $2,000,000 aggregate for the policy period; and (ii) property and casualty insurance in the amount of the full replacement cost of the Building. Tenant’s Pro-rata Share of the cost of such insurance shall be paid by Tenant as an Operating Expense.

ARTICLE XI

LANDLORD’S ACCESS TO PREMISES

11.1 LANDLORD’S RIGHTS. Subject to HIPPA laws, Landlord shall have the right to enter the Premises after giving Tenant at least twenty-four (24) hours advance written notice, except in an emergency in which case notice to Tenant shall be given as soon as reasonably practical) for the purpose of inspecting or making repairs to the same, and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees, purchasers, and tenants of any part of the Property, provided, however, that no right of entry, possession or sale, either set forth in this Lease or arising as a matter of law, shall permit Landlord its contractors, employees, visitors and vendors to claim, control, possess, secure, sell, dispose, or handle in any way, any marijuana, marijuana plant, marijuana extract, marijuana-infused products, marijuana waste, or any other marijuana product or marijuana by-product (collectively, "Regulated Assets"). Landlord agrees and acknowledges that any Regulated Assets located on the Premises shall be controlled in accordance with the DPH Regulations and subject to the supervision by the DPH. In exercising its rights under this section, Landlord shall make reasonable efforts not to unreasonably interfere with the conduct of Tenant’s business. All such access to the Premises by the Landlord and its contractors, employees, visitors and vendors shall be in
compliance with the DPH Regulations and Tenant’s security and safety procedures, including the requirements that such individuals be escorted by the Tenant’s dispensary agents and other security procedures set forth in the DPH Regulations. Landlord and its contractors, employees, visitors and vendors shall also adhere to all protocols established by Tenant to protect its inventory while accessing limited access areas of the Premises within the meaning of the DPH Regulations. Landlord shall not have the right to open or inspect confidential files or safes, and Landlord shall not disclose to others any confidential information regarding Tenant’s business learned by Landlord during any such entry into the Premises.

ARTICLE XII
FIRE, EMINENT DOMAIN, ETC.

12.1 ABATEMENT OF RENT. If the Premises or the common area serving the Premises shall be damaged by fire or casualty, Base Rent, Additional Rent and Escalation Charges payable by Tenant shall abate proportionately for the period in which, by reason of such damage, there is substantial interference with Tenant’s use of Premises, having regard to the extent to which Tenant may be required to discontinue Tenant’s use of all or a portion of the Premises or the common area serving the Premises, but such abatement or reduction shall end if and when Landlord shall have substantially restored the Premises or the common area serving the Premises (excluding any alterations, additions, or improvements made by Tenant pursuant to Section 5.2) to the condition in which they were prior to such damage. If the Premises or the common area serving the Premises shall be affected by any exercise of the power of eminent domain, Base Rent, Additional Rent and Escalation Charges payable by Tenant shall be justly and equitably abated and reduced according to the nature and extent of the loss of use thereof suffered by Tenant. In no event shall Landlord have any liability for damages to Tenant for inconvenience, annoyance, or interruption of business arising from such fire, casualty, or eminent domain. Tenant, at its expense, shall assure all alterations, additions, or improvements made by Tenant pursuant to Section 5.2 under a full-replacement-cost, all-risk insurance policy in a form and with insurers satisfactory to Landlord and shall provide Landlord with certificates of such insurance upon completion of construction of the same and thereafter within thirty (30) days prior to expiration of any such policy. Tenant shall be responsible, at its expense, for restoring any such alterations, additions, or improvements made by Tenant after fire or casualty.

12.2 LANDLORD’S RIGHT OF TERMINATION. If the Premises or the Building are substantially damaged by fire or casualty (the term “substantially damaged” meaning damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within sixty (60) days from the time the repair work would commence), or if any part of the Building is taken by any exercise of the right of eminent domain, then Landlord shall have the right to terminate this Lease (even if Landlord’s entire interest in the Premises may have been divested) by giving notice of Landlord’s election so to do within sixty (60) days after the occurrence of such casualty or the effective date of such taking, whereupon this Lease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

12.3 RESTORATION. If this Lease shall not be terminated pursuant to Section 12.2, Landlord shall thereafter use due diligence to restore the Premises (excluding any alteration, additions, or improvements made by Tenant) to proper condition for Tenant’s use and occupation, provided that Landlord’s obligation shall be limited to the amount of insurance proceeds made available therefor by Landlord’s mortgagee. If the fire or casualty shall occur during the last eighteen (18) months of the term and restoration will require in excess of three (3) months from the date of casualty, each of Landlord and Tenant shall have the right to terminate this Lease by notice to the other given within ten (10) days of such fire or casualty.

12.4 AWARD. Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Property and the leasehold interest hereby
created, and to compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign to Landlord, all rights to such damages or compensation. 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 Removable Property 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 by Landlord from the taking authority.

ARTICLE XIII
DEFAULT

13.1 TENANT’S DEFAULT. (a) The occurrence of any of the following shall constitute a default by Tenant pursuant to this Lease (“Event of Default”): (i) a failure by Tenant to pay Base Rent, Escalation Charges or other charges within five (5) days after Tenant’s receipt of written notice from Landlord specifying such failure, except that if Landlord shall have given two (2) such notices in any twelve (12) month period, Tenant shall not be entitled to any further notice of its delinquency in the payment of Base Rent, Escalation Charges or other charges until such time as twelve (12) consecutive months shall have elapsed without Tenant having defaulted in any such payment; (ii) a failure by Tenant to perform obligations pursuant to this Lease other than as specified in (i) above, within thirty (30) days after Tenant’s receipt of written notice from Landlord specifying such failure or, if it reasonably would require more than thirty (30) days to cure such failure, within a time reasonably necessary to cure such failure after Tenant’s receipt of such written notice (provided Tenant has undertaken procedures to cure the default within such thirty (30) day period and diligently pursues such efforts to cure to completion); (iii) the occurrence of any of the following events: (a) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (b) Tenant’s becoming a “debtor” as defined in 11 U.S.C. 1101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days after filing); (c) the appointment of a trustee or receiver to take possession of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where such seizure is not discharged within thirty (30) days of its issuance; provided, however, in the event that any provision of this subparagraph (iii) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions; (iv) if the Premises shall become vacant, deserted or abandoned; or (v) if the Premises comes into the hands of any person or entity or any portion is used or occupied by any person or entity other than expressly permitted under this Lease. If an Event of Default shall occur and Landlord any time thereafter, at its option, gives written notice to Tenant stating that this Lease and the Term shall expire and terminate on the date Landlord shall give Tenant such notice, then this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if the date of such notice were the Expiration Date and Tenant shall immediately quit and surrender the Premises, but Tenant shall nonetheless be liable for all of its obligations hereunder. If an Event of Default shall occur and this Lease and the Term shall expire and come to an end as provided above, Landlord, without notice, may reenter and repossess the Premises using such force as may be necessary without being liable to indictment, prosecution or damages therefor and may dispossess Tenant by summary proceedings or otherwise, provided, however, that no right of entry, possession or sale, either set forth in this Lease or arising as a matter of law, shall permit Landlord or agents of the Landlord to claim, control, possess, secure, sell, dispose, or handle in any way, any Regulated Assets. Landlord agrees and acknowledges that any Regulated Assets located on the Premises shall be controlled in accordance with the DPH Regulations and subject to the supervision of the DPH. Landlord shall use all reasonable efforts to mitigate its damages following a default by Tenant.

(b) For the purpose of this Article 13, the term “Tenant” shall include any assignee, of Tenant. Tenant shall pay a late charge of five percent (5%) for each payment of Base Rent, Escalation
Charges or other charges or other monetary payment due from Tenant which is not received by Landlord within five (5) days after written notice of such delinquency has been provided by Tenant (if such notice is applicable), plus interest from the date such payment was due at twelve percent (12%) per annum or the maximum rate allowable by law, whichever is less.

(c) If an Event of Default shall occur and this Lease and the Term shall expire and come to an end as provided in the Default section above, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord may immediately, or at any time after such default or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all of their property and effects from the Premises.

(d) Tenant shall remain liable to Landlord for damages resulting from an Event of Default. If Tenant shall default in the payment of the Security Deposit, Rent, Taxes, or Operating Expenses or other sum herein specified, and such default shall continue for five (5) business days after written notice thereof, and, because both parties agree that nonpayment of said sums when due is a significant breach of the lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of Tenant, upon the occurrence of any such default, the Landlord, in addition and without prejudice to any other remedies, may elect that the rental payments due hereunder shall be accelerated and the entire amount of rental be due immediately and/or enter upon the Premises and without any court order or other process of law may repossess the Premises either with or without notice to the Tenant and expel the Tenant and anyone claiming under it without being guilty of any manner of trespass and without prejudice to any other remedies available to Landlord, provided, however, that no right of entry, possession or sale, either set forth in this Lease or arising as a matter of law, shall permit Landlord or agents of the Landlord to claim, control, possess, secure, sell, dispose, or handle in any way, any Regulated Assets. Landlord agrees and acknowledges that any Regulated Assets located on the Premises shall be controlled in accordance with the DPH Regulations and subject to the supervision by the DPH. Any such repossession shall not constitute a termination of this Lease unless the Landlord so notifies the Tenant in writing. The Landlord may relet the Premises and/or the Equipment to any other person or persons upon such terms and conditions as the Landlord shall determine, in which event there shall be due from the Tenant and Tenant will immediately pay to the Landlord, the difference between the total amount of rents to be received from any third person and the total unpaid rental provided to be paid herein, plus all costs and expenses of the Landlord in repossessing, releasing, transporting, repairing, selling, or otherwise handling the Premises or the Equipment. In the event that the releasing results in a surplus, such surplus shall be paid to the Tenant.

(e) In addition to Landlord's rights of self-help set forth herein, if Tenant at any time fails to perform any of its obligations under this Lease, Landlord shall have the right but not the obligation, upon giving Tenant at least thirty (30) days (or such longer period of time as may be reasonably necessary provided Tenant commences to perform within said thirty (30) day period and thereafter diligently prosecutes such performances) prior written notice of its election to do so (in the event of any emergency no prior notice shall be required) to perform such obligations on behalf of and for the account of tenant and to take all such action to perform such obligations. In such event, Tenant as Additional Rent shall pay for Landlord's reasonable costs and expenses incurred therein, forthwith with interest. The performance by Landlord of any such obligation shall not constitute a release or waiver of Tenant therefrom.

(f) Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all reasonable costs and expenses paid or incurred by Landlord from time to time in connection with (x) reasonable attorney fees and expenses; (y) re-letting the whole or any part of the Premises with
broker’s commissions calculated on a pro-rata basis; and (z) making all repairs, alterations, and improvements required to be made to bring the Premises to the condition required by Section 14.28; less any sums received by Landlord in mitigation of its damages, including rent received from any succeeding tenant(s) arising out of or resulting from any act or omission by Tenant with respect to this Lease or the Premises or from any bankruptcy case involving Tenant, including without limitation, any breach by Tenant of its obligations hereunder or the filing by or against Tenant of any petition for relief under any applicable bankruptcy law.

(g) Tenant’s liability for all items of monetary obligations described in this Lease shall survive the Expiration Date.

13.2 **LANDLORD’S DEFAULT.** Landlord shall in no event be in default of 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 obligations. No act or failure to act on the part of the Landlord that would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant’s obligations hereunder or to terminate this Lease shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord’s act or failure to act to Landlord’s first mortgagee and ground lessor of record, if any, specifying the act or failure to act on the part of the Landlord that could or would give basis to Tenant’s rights and (ii) such mortgagee and ground lessor, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter; but nothing contained in this Section 13.2 shall be deemed to impose any obligation on any such mortgagee or ground lessor to correct or cure any condition. “Reasonable Time” as used above means and includes a reasonable time to obtain possession of the mortgaged premises if the mortgagee or ground lessor elects to do so and a reasonable time to correct or cure the condition. In the event of a default by Landlord, Tenant, at its option, in addition to any other remedies available to Tenant at law or in equity, may (i) proceed in equity or at law to compel Landlord to perform its obligations, or (ii) perform or cause the performance of Landlord’s obligations, and any such reasonable amount incurred by Tenant shall be payable by Landlord to Tenant within thirty (30) days following Tenant’s written demand for payment and if not so paid, may be offset against and deducted from the Base Rent and Additional Rent subsequently accruing. For purposes of this Section, a roof leak or other property condition required to be repaired by Landlord that interferes with the Tenant’s business operations, threatens to damage Tenant’s personal property or threatens to injure people shall be deemed an emergency.

**ARTICLE XIV**  
**MISCELLANEOUS PROVISIONS**

14.1 **EXTRA HAZARDOUS USE.** Tenant shall not (either with or without negligence) cause or permit the escape, disposal, or release of any biologically or chemically active or other hazardous substances or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances and materials, nor allow to be brought into the Building any such materials or substances except to use in the ordinary course of Tenant’s business, and then only after written notice is given to Landlord of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq.; any applicable state or local laws; and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable cost thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such
requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations, and the like from time to time at Landlord’s request concerning Tenant’s best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term. Nothing in this Section 14.1 shall prohibit the Tenant from storing Regulated Assets at the Premises.

14.2 WAIVER. (a) Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, of any of the other’s rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord’s or Tenant’s consent or approval to or of any subsequent similar act by the other.

(b) No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies Landlord may have against Tenant.

14.3 COVENANT OF QUIET ENJOYMENT. Tenant, subject to the terms and provisions of this Lease, on payment of the Base Rent, Additional Rent, Escalation Charges, and other charges and observing, keeping and performing all of the other terms and provisions of this Lease on Tenant’s part to be observed, kept and performed, shall lawfully, peaceably, and quietly have, hold, and occupy and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, expressed or implied.

14.4 LANDLORD’S LIABILITY. (a) Tenant specifically agrees to look solely to Landlord’s then equity interest in the Property at the time owned for recovery of any judgment from Landlord; it being specifically agreed that Landlord (original or successor) shall never be personally liable for any such judgment or for the payment of any monetary obligation to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord’s successors in interest or to take any action not involving the personal liability of Landlord (original or successor) to respond in monetary damages from Landlord’s assets other than Landlord’s equity interest in the Property.

(b) With respect to any services or utilities to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord’s reasonable control, or for any cause due to any act or neglect of Tenant or Tenant’s servants, agents, employees, licensees, or any person claiming by, through, or under Tenant.

(c) In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages suffered by Tenant from whatever cause.

(d) With respect to any repairs or restoration required or permitted to be made by Landlord, the same may be made during normal business hours and Landlord shall have no liability for damages to Tenant
for inconvenience, annoyance, or interruption of business arising therefrom, but Landlord shall make reasonable efforts to promptly complete such repairs or restoration.

14.5 NOTICE TO MORTGAGEE OR GROUND LESSOR. After receiving notice from any person, firm, or other entity that it holds a mortgage or a ground lease that includes the Premises, no notice from Tenant to Landlord alleging any default by Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor and such holder or ground lessor is given a reasonable time to effect such cure, and the curing of any of Landlord's defaults by such holder or ground lessor shall be treated as performance by Landlord.

14.6 ASSIGNMENT OF RENTS AND TRANSFER OF TITLE. (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 on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant, specifically otherwise elect and that, except as aforesaid, such holder 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.

(b) In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption, by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser. For all purposes, such seller-lessee, and its successors in title, shall be the Landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessee.

(c) Except as provided in paragraph (b) of this section, in the event of any transfer of title to the Property by Landlord, Landlord shall thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder arising thereafter, and the transferee shall be responsible for the performance of all covenants and obligations arising thereafter, subject to the provisions hereof.

14.7 RULES AND REGULATIONS. Tenant shall abide by the rules and regulations for the Building, and all other reasonable rules and regulations from time to time established by Landlord. Landlord shall not be liable to Tenant for violation of the same by any other tenant or occupant of the Building or persons having business with them. In the event that there shall be any conflict between such rules and regulations and the provisions of this Lease, the provisions of this Lease shall control.

14.8 ADDITIONAL CHARGES. If Tenant shall fail to pay when due any sums under this Lease as an additional charge, Landlord shall have the same rights and remedies as Landlord has hereunder for failure to pay Base Rent.

14.9 INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

14.10 PROVISIONS BINDING, ETC. Except as herein otherwise provided, the terms hereof shall be binding upon, and shall inure to the benefit of, the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors, and assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to

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be both a covenant and a condition. The reference contained 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 those provisions of Article VI herof.

14.11 **RECORDING.** Tenant agrees not to record this Lease, but each party hereto agrees, on the request of the other, to execute a so-called notice of lease in form recordable and complying with applicable law and reasonably satisfactory to Landlord’s attorneys. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease, and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

14.12 **NOTICES.** Whenever, by the terms of this Lease, notices, consents, or approvals shall or may be given either to Landlord or to Tenant, such notices, consents, or approvals shall be in writing and shall be sent by registered or certified mail or by a recognized overnight courier who maintains delivery records, postage prepaid:

If intended for Landlord, addressed to Landlord at Landlord’s Original Address (or to such other address as may from time to time hereafter be designated by Landlord by like notice) with a copy to Stuart Ravech, Esq., Ravech Law Offices, 129 Morgan Drive, Norwood, MA. 02062, sravechlaw@gmail.com

If intended for Tenant, addressed to Tenant at Tenant’s Original Address until the Commencement Date and thereafter to the Premises (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice) with a copy to Edward J. Bartlett, Jr., Esq. 155 Federal Street, Boston, MA. 02110 eib@bartlettpc.com

All such notices shall be effective when received or, if delivery is refused, upon first refusal.

For Contact Purposes Only and Not for Notice as required above:
Tenant contact person and phone number: Nancy J. Koury 617-904-9424
Landlord contact person and phone number: Ginny Lenhart 781-501-5666

14.13 **WHEN LEASE BECOMES BINDING.** 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. 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.

14.14 **PARAGRAPH HEADINGS.** The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

14.15 **RIGHTS OF MORTGAGEE OR GROUND LESSOR.** Subject to Tenant’s receipt of a commercially reasonable form of subordination, non-disturbance and attornment agreement ("SNDA") from any party holding a mortgage encumbering the Building or any portion thereof, this Lease shall be subordinate to any mortgage or ground lease from time to time encumbering the Premises, whether executed and delivered prior or subsequent to the date of this Lease, if the holder of such mortgage or ground lease shall so elect. Subject to Tenant’s receipt of a commercially reasonable SNDA, if this Lease is subordinate to any mortgage or ground lease and the holder thereof (or successor) shall succeed to the interest of Landlord, at the election of such holder (or successor) Tenant shall attorn to such
holder and this Lease shall continue in full force and effect between such holder (or successor) and Tenant. Upon receipt of a commercially reasonable SMDA, Tenant agrees to execute such instruments of subordination or assignment to the Tenant in complying with the requirements of the SMDA at Tenant's expense.

14.16 STATUS REPORT. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, ground lessors, or the like, the then current status of performance hereunder, either party, on the request of the other made from time to time, will promptly (but in any event within ten (10) days of such request) furnish to Landlord, or the holder of any mortgage or ground lease encumbering the Premises, or to Tenant, as the case may be, a statement of the status of any matter pertaining to this Lease, including, without limitation, acknowledgment that (or the extent to which), to its knowledge, each party is in compliance with its obligations under the terms of this Lease or such other reasonable matters as either party requests.

14.17 SECURITY DEPOSIT. Simultaneously with the execution and delivery of this Lease, Tenant shall deliver the Security Deposit to Landlord. The Security Deposit will be held by Landlord as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed under this Lease. The Security Deposit may not be deemed by Tenant to constitute rent for any month, except as set forth on Paragraph 1.2 of this Lease Agreement. Landlord shall have no obligation to pay interest on the Security Deposit. No party other than Landlord, its successors and assigns, and Tenant shall have any rights to the Security Deposit as a third-party beneficiary. The then remaining portion of the Security Deposit shall be returned to Tenant within thirty (30) days after expiration of the Term, provided there then exists no breach of any undertaking of Tenant hereunder. Tenant shall not have the right to call upon Landlord to apply all or any part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of Landlord. In the event that Landlord applies any portion or all of the Security Deposit to Landlord's damages arising from any default on the part of Tenant hereunder, Tenant shall immediately, upon request by Landlord, restore the balance of the Security Deposit to the amount required under this Lease. Upon any conveyance by Landlord of its interest under this Lease, the Security Deposit shall be delivered by Landlord to Landlord's grantee. Upon any such delivery, provided Landlord gives Tenant notice of the name of such grantee, Tenant hereby releases Landlord herein named of any and all liability with respect to the Security Deposit, its application, and return, and Tenant agrees to look solely to such grantee or transferee. This provision shall also apply to subsequent grantees and transferees. Neither the holder of a mortgage nor the lessor in a ground lease of property that includes the Premises shall ever be responsible to Tenant for the return or application of Security Deposit, whether or not it succeeds to the position of Landlord hereunder, unless the Security Deposit shall have been received in hand by such holder or ground lessor. Subject to the Landlord's review of the Tenant's financial statements, the amount of the Security Deposit shall be reduced to $10,000 following the 30th month of the Term of this Lease.

14.18 REMEDYING DEFAULTS. Landlord shall have the right, but shall not be required, to pay such sums or to do any act requiring the expenditure of monies that may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums, together with interest thereon at a rate equal to ten percent (10%) over the base interest rate as published at that time by the Wall Street Journal (but in no event less than twelve percent (12%) per annum), as an additional charge.

14.19 HOLDING OVER. Any holding over by Tenant after the expiration of the Term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to the greater of the then fair rental value of the Premises or two (2) times the sum of (i) Base Rent and (ii) Escalation Charges in effect on the expiration date. Tenant shall also pay to Landlord all damages, direct and/or indirect (including any loss
of a tenant or rental income), sustained 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. Landlord may, but shall not be required to, and only on written notice to Tenant after the expiration of the Term thereof, elect to treat such holding over as an extension of the Term of this Lease for a period of up to one (1) year, as designated by Landlord, such extension to be on the terms and conditions set forth in this Section 14.19.

14.20 WAIVER OF SUBROGATION. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Property is located (even though extra premium may result therefrom), Landlord and Tenant mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

14.21 SURRENDER OF PREMISES. Upon the expiration or earlier termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Premises in neat and clean condition and in good order, condition, and repair, reasonable wear and tear excepted, together with all alterations, additions, and improvements that may have been made or installed in, on, or to the Premises prior to or during the Term of this Lease, excepting damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair and restoration. Tenant shall remove all of Tenant's Removable Property and Regulated Assets and, to the extent specified by Landlord, all alterations and additions made by Tenant and all partitions wholly within the Premises and shall repair any damage to the Premises or the Building caused by such removal. Any of Tenant's Removable Property or Regulated Assets that shall remain in the Building or on the Premises after the expiration or termination of the Term of this Lease shall be deemed conclusively to have been abandoned, and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit, at Tenant's sole cost and expense, provided, however, that no right of possession or sale, either set forth in this Lease or arising as a matter of law, shall permit Landlord or agents of the Landlord to claim, control, possess, secure, sell, dispose, or handle in any way, any Regulated Assets. Landlord agrees and acknowledges that any Regulated Assets located on the Premises shall be controlled in accordance with the DPH Regulations and subject to the supervision by the DPH.

14.22 GOOD FAITH DEPOSIT: Tenant has provided Landlord a Good Faith Deposit equal to two (2) months of Base Rent for Year 1. The Deposit shall be applied to the first month of rent due at Commencement of this Lease. In the event Tenant negotiates a Lease but does not execute the Lease at no fault of its own, the Good Faith Deposit shall be refunded to Tenant within a reasonable time thereafter. However, if Tenant does not execute the Lease and the failure to execute is not for good cause, Landlord shall deduct its actual reasonable legal costs associated with the drafting and negotiation of this Lease incurred prior to returning the remainder of the Good Faith Deposit.

14.23 BROKERAGE. Each of Landlord and Tenant warrants and represents to the other that it has dealt with no broker in connection with the consummation of this Lease other than the Broker (as described in Article 1.2), and, in the event of any brokerage claims against the other predicated upon prior dealings with the warranting party, such party agrees to defend the same and indemnify the other against any such claim (except any claim by the Broker). The provisions of this Article 14.23 shall survive the expiration of the Term of the Lease.

14.24 LANDLORD'S EXPENSES REGARDING CONSENTS. Tenant shall reimburse Landlord promptly on demand for all reasonable legal and other expenses incurred by Landlord in connection
with all requests by Tenant for consent or approval under this Lease, other than for the consent or approval of Tenant’s Work

14.25 **TENANT’S FINANCIAL CONDITION.** Within ten (10) days after written request by Landlord from time to time, but in no event more than once a year, Tenant shall deliver to Landlord Tenant’s financial statements (which shall be for the latest available year and in any event for a year ended not more than fifteen (15) months prior to Landlord’s request). Such financial statements shall be delivered to Landlord’s mortgagee and lenders and prospective mortgagees, lenders, and purchasers (and such party shall first provide Tenant with a reasonable Privacy Disclosure and Agreement Statement ensuring that said Party will keep said Financial Statements confidential). Tenant represents and warrants to Landlord that each such financial statement shall be true and accurate as of the date of such statement.

14.26 **GOVERNING LAW.** This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist. Both parties expressly waive all right to trial by jury in the event of any dispute regarding the terms of this Lease or having connection or arising out of the use of the premises that is the subject of this Lease. Both Tenant and Landlord agree that proper venue for any dispute between the parties shall be the jurisdiction where the Premises are located.

14.27 **TENANT’S OPTION TO EXTEND LEASE.** None.

14.28 **END OF TERM.** Upon the last day of the Term or the date of earlier termination of this Lease, Tenant shall surrender the Premises in broom clean condition, subject to normal wear and tear and damage by Casualty and subject also to alterations permitted under Section 9 above. Tenant shall deliver all keys to the Premises to Landlord. Tenant shall remove all of its trade fixtures and equipment and other personal property from the Premises, including all Regulated Assets and Tenant’s Removable Property.

14.29 **OPTION TO TERMINATE.** In the event that Tenant has not obtained the necessary permits and or licenses from the Town of Norwood and the appropriate agencies from the Commonwealth of Massachusetts by December 31, 2016 to operate a RMD, then either Tenant or Landlord shall have the right to terminate the executed lease agreement effective no earlier than December 31, 2016 baring any other agreement between Landlord and Tenant. Tenant may deliver written notice that it has not obtained such necessary permits on or any time prior to December 31, 2016.

14.30 **AMENDMENT** This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant. Landlord will cooperate with Tenant to incorporate amendments to this Lease which may be necessary to comply with the DPH Regulations.
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, in multiple copies, each to be considered an original hereof, as of the date first set forth above.

Landlord: Heath Realty Trust
By: ____________________________
Print Name: David Spiegel
Its: ____________________________

Tenant: Middlesex Integrative Medicine, Inc.
By: ____________________________
Print Name: Nancy J. Koury
Its: ____________________________
EXHIBIT A – FLOOR PLAN
EXHIBIT B – LANDLORD’S WORK

Landlord, at its sole cost and expense shall do the following:

1. Reconstruct demising wall opening in existing demising wall.

2. Deliver all existing mechanicals currently serving the premises in good working condition.

3. Landlord shall provide a maximum Tenant Improvement Allowance of $5000. Payment to be made upon the later of the receipt of all necessary state, local and municipal permits by Tenant to operate a Registered Marijuana Dispensary in the premises and the commencement of Tenant construction.
EXHIBIT C – TENANT'S WORK

Tenant at its sole cost and expense, shall be responsible for all work above and beyond Landlord’s work as stated above necessary for tenant to conduct its business in the premises to include, but not limited to all state and local permits, construction and engineering plans.

All work to be done in good workman like fashion and in accordance with all applicable state, local, and municipal building codes using good quality building materials.

Tenant is responsible for all costs relating to making the premises ADA compliant for its intended use.

Tenant’s work shall include the design and installation of security systems to protect the Premises and to prevent intrusion into from the exterior of the Building and from other spaces within the Building which are not occupied by the Tenant to the extent required by the DPH Regulations. Any such security system which affects access to any space Within the Building not leased to the Tenant shall not interfere with access to or the use of such premises by the tenants thereof; their customers, visitors and employees.
LEASE AGREEMENT

(1) THIS LEASE made as of the 5th day of June, 2016 by and between Mohawk Drive Corporation, 25 Mohawk Drive, Leominster, Worcester County, Massachusetts, hereinafter designated as the Landlord, and Middlesex Integrative Medicine, Inc., a Massachusetts non-profit corporation having an address of 155 Federal Street, Suite 402 Boston, MA 02110, hereinafter designated as the Tenant.

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Leominster, Massachusetts to wit as agreed, a portion of the property at 25 Mohawk Drive, Leominster, Massachusetts (the "Premises"), 23,260 square feet +/- in Warehouse 3, Office F and a portion of Warehouse 2 now known as Warehouse 2A., as further described on attached plan entitled Exhibit 1 drawn for Tenant. Tenant shall have the right to utilize not less than 15 parking spaces located at the Premises.

The building located on the Premises (the "Building") contains 107,286 square feet of rentable space. The Tenant shall have an ongoing First Right of Refusal on any space within the Building throughout the length of this Lease. Tenant’s First Right of Refusal is subject to the following:

a) If at any time during the term of this Lease, Landlord receives a bona fide offer to lease all or any portion of the Building (the "Available Space"), from any unrelated third party, Landlord will first offer such Available Space to Tenant for lease on the same terms and conditions of such offer from the third party, by written notice to Tenant ("Landlord’s Offer Notice");

b) Landlord’s Offer Notice shall specify the rentable square footage and location of the Available Space (together with a floor plan of such space), the base rent for the Available Space, the specified rent commencement date and anticipated commencement date therefor, and all other material terms and conditions which will apply to the Available Space in question. Tenant’s lease of the Available Space shall be on an "as is" basis except that Landlord shall deliver the Available Space to Tenant vacant, broom clean and with any necessary building standard demising walls installed. Tenant shall notify Landlord within ten (10) business days of Tenant’s receipt of a Landlord’s Offer Notice that (i) Tenant unconditionally accepts Landlord’s offer to lease all (but not less than all) of the Available Space offered in Landlord’s Offer Notice on the terms set forth in the Landlord’s Offer Notice, or (ii) Tenant declines Landlord’s offer to lease the Available Space offered in Landlord’s Offer Notice. If Tenant fails to timely notify Landlord of Tenant’s election to lease the Available Space, Tenant shall be deemed to have elected not to lease the Available Space and that Tenant rejects Landlord’s offer. From and after the date Tenant rejects or is deemed to have rejected a Landlord’s Offer Notice to lease any Available Space, Tenant shall be deemed to have waived its right to lease such Available Space, and Landlord shall thereafter be entitled to lease such Available Space to any party on such terms and conditions as Landlord shall determine in Landlord’s sole discretion for the remainder of the Lease Term, provided, however, if the base rental rate in any such lease would be less than 90% of the base rental rate set forth in Landlord’s Offer Notice to Tenant, Landlord shall first re-offer the Available Space for lease to Tenant at such reduced base rental rate.

c) If Tenant timely delivers its acceptance notice electing to lease the Available Space set forth
in Landlord's Offer Notice, then, on the date on which Landlord delivers vacant possession of such Available Space to Tenant in the condition required under section (b) above (the "Available Space Commencement Date"), the Available Space shall become part of the Premises, upon all of the terms and conditions set forth in Landlord's Offer Notice and otherwise upon all of the terms and conditions set forth in this Lease, except that the terms and conditions set forth in Landlord's Offer Notice shall govern and control with respect to the Available Space and Tenant shall accept the Available Space in its "as is" condition on the Available Space Commencement Date. If there is at least five (5) years remaining on the Lease term as of the Available Space Commencement Date the term with respect to the lease of the Available Space shall be coterminous with the Lease term. If there is less than five (5) years remaining in the Lease term as of the Available Space Commencement Date, the term of the lease of the Available Space shall be as specified in Landlord's Offer Notice.

d) Notwithstanding any contrary contained in this Lease, Tenant's right to elect to lease the Available Space shall be null and void and no force or effect if (i) the Lease has been terminated, (ii) is no longer the Tenant under this Lease, (iii) Tenant has subleased all or any portion of the Premises or Tenant is not occupying the entire Premises for the conduct of its business, or (iv) an event of default shall have occurred that is continuing and uncured as of the date Tenant exercises the option to lease the Available Space or upon the Available Space Commencement Date. The rights granted herein shall be personal to the originally named Tenant under this Lease and shall not apply in favor of or be exercisable by any assignee of this Lease.

(3) The Tenant understands and hereby acknowledges that the exterior area consists of Tenant and common parking. All parties have agreed to a mutually share said space and each tenant is responsible for the security of their own space. The Landlord will not be liable, and shall be held harmless, from any and all claims for damage or loss that may arise between the tenants.

(4) The Landlord is the lawful owner of the Premises.

(5) This Lease shall be a for a lease term of Ten (10) Years and 3 months from and after the Lease Commencement Date which is the later of (i) the 1st day of July, 2016 or (ii) the date the Landlord Improvements (as defined herein) are complete and terminating 123 months after the Lease Commencement Date, the Tenant yielding and paying during the continuance of this unto the Landlord for rent of said premises for said term, One million, two hundred and sixty-seven thousand, six hundred and seventy dollars ($1,267,670.00), broken down as follows: months 1-3, $0.00 due per month; months 4-123, (Rent Commencement Date, October 1, 2016) $10,563.92 due per month.) The Tenant shall have access to the Premises twenty-four (24) hours per day seven (7) days per week during the term of this Lease and any extension of such term.

Gross Rent shall include the quiet enjoyment of the Premises. Tenant is responsible for electricity, heat & air conditioning, water/sewer, phone & internet, should it desire same.

Upon execution of this Lease, a non-refundable Good Faith Down Payment in the amount of Twenty-one thousand, one hundred and twenty-eight dollars ($21,128.00), will be due and payable to the Landlord by the Tenant. Said payment is not specifically applied to or for any single purpose.

(6) All payments shall be made in lawful money of the United States payable and shall be made on the first day of each month in advance. The Tenant hereby hires the said premises for the said term as
above mentioned and covenants well and truly to pay, the rent above reserved without offset or demand.

(7) Leasehold Improvements: It is understood that the Premises is rented as is, with the exception of the following: Landlord shall deliver the space with the following improvements (“Landlord Improvements”):

a. Bring the following utilities to Warehouse #3, upon the Tenant receiving a provisional license to operating a registered medical marijuana dispensary

- Water supply (up to 6" diameter pipe to feed the building with a 1 inch or equivalent meter for restroom service).
- Return waste water/sewage line
- Install new bathroom in Warehouse #3,

All in accordance with applicable building codes and all building systems in good working order. Tenant may upgrade the water supply line and meter before the time of installation at its sole cost. Communication by Tenant with the Landlord and its site excavation representative must be made prior to project materials are purchased. Tenant will retro-fit the building at its own expense.

Compliance with any ADA and all applicable laws shall be the sole responsibility of the Tenant and those costs may not be passed on to Landlord or its assignees.

Should the Tenant wish to make improvements, said improvements need to be reviewed and approved by the Landlord, in writing, prior to beginning said changes. Tenant agrees that all changes made to any structural component of the Premises will be made according to all applicable codes and laws. Any violation of said codes or laws of the Commonwealth of Massachusetts will immediately be rectified by the Tenant at its sole cost and/or liability. Any work requiring cutting of any components of the Premises will only be made ONLY following direct written approval of the Landlord. The Tenant shall also design and install and maintain in good operating order at all times during the term of this Lease and any extension hereof if extended, security systems to protect the Premises from intrusion from the exterior of the Building and from other spaces within the Building which are not occupied by the Tenant to the extent required by 105 CMR 725.000, Implementation of An Act for the Humanitarian Medical Use of Medical Marijuana Issued by the Commonwealth of Massachusetts Department of Public Health (“DPH”) (the “DPH Regulations”). Any such security system which affects access to any space within the Building not leased to the Tenant shall not interfere with access to or the use of such premises by the tenants thereof, their customers, visitors and employees.

Landlord reserves the right to have final approval of any exterior fencing & the fencing location used by the Tenant, if any.

Said written approval of Tenant’s work will not be unreasonably withheld by Landlord and will require evidence of proper, engineered plans along with evidence of properly qualified personnel whom will be performing said work.
In no event shall the Landlord be liable for repayment of expenses accrued by the Tenant.

(8) If the Tenant shall default in any payment of expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at its option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day.

(9) The Tenant agrees that if the Tenant's leasehold interest, created hereby, shall be taken in execution or by other process of law from the Tenant, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver by appointed for the business and property of the Tenant for the benefit of creditors, then and in such event this lease may be canceled at the option of the Bankruptcy Court.

(10) It is understood and agreed between the parties hereto that the Premises during the terms of this Lease and any extension thereof shall be used and occupied by Tenant for a Registered Marijuana Dispensary dispensing facility ("RMD") in accordance with the DPH Regulations, including sale, cultivation and processing of marijuana and marijuana-infused products, including office space and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Premises for any purpose in violation of any state law, municipal ordinance or regulation, and that upon any breach of the provisions of this section by Tenant the Landlord may at its option terminate this lease forthwith and re-enter and repossess the Premises, subject to the provisions of paragraph 19 hereof. Any use contemplated by Tenant that may require upgrades to structural, sprinkler, electrical, or other existing systems of the Building shall be performed at the sole expense of the Tenant.

(11) Should a material portion of the Premises, or of the Building of which they are a part, be materially damaged by fire or other casualty the Landlord shall proceed at its expense and with reasonable diligence to repair and restore the Premises to substantially the same condition as existed prior to such casualty. Notwithstanding the foregoing, if Landlord, in its sole discretion, determines that timely restoration is not possible or practical or that there are or will be insufficient insurance proceeds available to Landlord to accomplish same, then Landlord shall have the right to terminate this Lease by written notice given to Tenant within sixty (60) days after the occurrence of such casualty. In the event the Premises have not been restored to a condition substantially suitable for their intended purpose within one hundred eighty (180) days following said casualty, then either Landlord or Tenant may terminate this Lease by written notice given to the other within five (5) business days following such one hundred eighty (180) day period, in addition, upon the occurrence or any casualty which damages the Premises during the last year of the Lease Term, Tenant may terminate this Lease upon written notice to Landlord.

When such fire, casualty, or taking renders the Premises untenanted, a Just and proportionate abatement of rent shall be made, and the Tenant shall be entitled to terminate this Lease if:

(a) The Landlord fails to give written notice within thirty (30) days of its intention to restore the Premises, or

(b) The Landlord fails to restore the Premises to a tenantable condition within ninety (90) days of the casualty or fails to relocate tenant to substantially comparable space in another part of the Building (such relocation to be at Landlord's reasonable sole cost and expense unless the
damage was the responsibility of Tenant), any such occupancy in the relocated premises to be on the same terms and conditions as set forth in this Lease except for the then description of the premises. The Landlord reserves and the Tenant grants to the Landlord, all rights which the Tenant may have for damages or injury to the premises for any taking by eminent domain, except for damage to the Tenant's trade fixtures, property, or business equipment, or

(c) If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, the term of this lease shall cease on the part so taken, from the day the possession of that part shall be required for any public purpose and the rent shall be paid up to that day and the future rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall be awarded as compensation for diminution in value to the leasehold or the fee of the Premises herein leased; provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business.

(12) The Landlord agrees to keep in good order and repair the roof, the structural systems, the four outer walls, the sprinkler system, the plumbing, the electrical power distribution panel & system, roof drains, and the parking lot/pavement of the Premises.

(13) Except as provided in Paragraph 11 hereof, the Tenant further covenants and agrees that they will, at its own expense, during the continuation of this Lease, keep the Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. Upon expiration of this Lease, Tenant shall remove all of Tenant’s personal property, including any Regulated Assets (as defined herein). The Tenant shall not make any alterations, except with the prior written approval of the Landlord, consent of which will not be unreasonably withheld or delayed. Additions or Improvements made by either of the parties to the structural, sprinkler, plumbing or electrical systems serving the Premises, shall be the property of the Landlord and shall remain upon and be surrendered with the Premises at the termination of this Lease, without molestation or injury, usual wear and tear excluded.

Should the Premises be damaged by the action or liability of the tenant or their agents, the tenant shall promptly make repair or replacement of said damage, at Tenant’s own expense, to the reasonable satisfaction of the Landlord. Should Tenant not make said repairs or replacements within a reasonable amount of time, the Landlord may, at its option, enter the premises, make said repairs or replacements and render a bill to the Tenant for its costs, said costs to be due and payable as additional rent with the next rental payment.

(14) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control clean and free from rubbish and dirt at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed. The Landlord will keep the driveway, Tenant parking areas, and Truck dock areas free and clear from snow. The Tenant is responsible for snow removal on sidewalks, ramps & stairs that enter the Premises. Snow removal shall not be unreasonably withheld or delayed. The Tenant shall at its own expense, promptly comply with all laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety,
occupation and use of same. Failure to do so promptly shall constitute a default under the terms of this Lease, provided that Landlord provides written notice of such non-compliance and Tenant has failed to take commercially reasonable steps to cure such non-compliance within sixty (60) days of such written notice.

(15) Subject to the requirements of paragraph 18, the Tenant hereby agrees that for a period commencing sixty (60) days prior to the termination of this Lease, the Landlord may show the Premises to prospective Tenants, and thirty (30) days prior to the termination of this Lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

(16) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be at sufferance in the absence of a written agreement to the contrary. All the terms and conditions of this Lease continues in effect on a month to month tenancy, except that the rent shall increase to One Hundred and Twenty-Five percent (125%) of the rent due and payable after the date of termination.

(17) No signs shall be placed on building without written consent of the Landlord, said consent will not be unreasonably withheld or delayed.

(18) The Landlord shall have the right to enter upon the Premises during normal business hours upon not less than twenty-four (24) hours-notice for the purpose of inspecting the same or for the purpose of carrying out necessary maintenance, repairs or alterations and Landlord shall have access to the Premises at any time in case of emergency provided that the Landlord shall use reasonable efforts to notify the Tenant as soon as is reasonably practicable, provided, however, that no right of entry, possession or sale, either set forth in this Lease or arising as a matter of law, shall permit Landlord or agents of the Landlord to claim, control, possess, secure, sell, dispose, or handle in any way, any marijuana, marijuana plant, marijuana extract, marijuana-infused products, marijuana waste, or any other marijuana product or marijuana by-product (collectively, "Regulated Assets"). Landlord agrees and acknowledges that any Regulated Assets located on the Premises shall be controlled in accordance with the DPH Regulations and subject to the supervision of the DPH. In addition, all access to the Premises by the Landlord and its contractors, employees and vendors shall be in compliance with the DPH Regulations, including the requirements that such individuals be escorted by the Tenant's dispensary agents and other security procedures set forth in the DPH Regulations. Landlord and its contractors and vendors shall also adhere to all protocols established by Tenant to protect its inventory while accessing limited access areas of the Premises within the meaning of the DPH Regulations. The Landlord shall be responsible for maintaining the exterior walls, the roof, the electrical system, the sprinkler system, the existing plumbing system, the roof drains, the parking lot and any other items which can be considered capital expenditure. The Tenant shall be responsible for the interior walls, routine maintenance, lavatory, lighting fixtures and office area.

(19) In case any rent shall be due and unpaid beyond 30 days of written notice by the Landlord or if default be made in the covenants herein contained and not rectified within 60 days of written notice by the Landlord, then it shall be lawful for the Landlord, its attorney, heirs, representatives and assignees, to re-enter into, re-possess the said premises and the Tenant and each and every occupant to be removed, provided however, no right of entry, possession or sale, either set forth in this Lease or arising as a matter of law, shall permit Landlord or agents of the Landlord to claim, control, possess, secure, sell, dispose, or handle in any way any Regulated Assets. Landlord agrees and acknowledges that any
Regulated Assets located on the Premises shall be controlled in accordance with the DPH Regulations and subject to the supervision of the DPH.

(20) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expenses and commissions which may be paid in and about the letting of the same, and all other damages.

(21) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

(22) The Tenant agrees that it cannot assign this Lease or sublet the premises or any portion thereof without the expressed written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

(23) The Landlord at its own expense has caused the Premises to be insured under commercial property insurance covering the entire Building in an amount equal to at least 100% of the replacement value thereof, excluding the property of the Tenant. The Landlord agrees to maintain the above policy and/or will notify the Tenant within 10 days of a change. The Tenant’s proportionate share is included in the gross rent. The Tenant agrees to provide the Landlord with an acceptable general liability and property damage insurance policy covering liability ($1,000,000.00 minimum limit per occurrence; $2,000,000.00 in the aggregate (annually), with deductible no greater than $5,000.00) naming the Landlord as an Additionally insured Party.

(24) Unless caused by the negligence or misconduct of Landlord, its agents or employees, the Tenant shall hold the Landlord harmless and indemnify against any and all liabilities for damages to any person, firm or corporation occasioned by or resulting from accidents or damage on the Premises or otherwise, during the term of this Lease and with respect to any accidents or damage occurring elsewhere in or about the building. Tenant shall also assume the burden and expense of defending all such suits, whether brought before the expiration of this Lease or thereafter and commenced to recover for damages occasioned by such accidents.

This obligation of Tenants shall extend to both injuries to persons and to property, and its obligation to hold Landlord harmless therefrom shall extend to claims arising from such accidents which are either valid or groundless. Similarly, unless caused by the negligence or misconduct of Tenant, its agents or employees, the Landlord shall indemnify and hold the Tenant harmless from and against any and all liabilities for damages to any person, firm, or corporation occasioned by or resulting from accidents or damage on the Premises or elsewhere in or about the building during the term of this Lease, said indemnification will be valid only if the occurrence is caused by the negligence or fault of the Landlord or its agents and employees and contractors. Landlord shall assume the burden and expense of defending all such suits, whether brought before the expiration of this Lease or thereafter and commenced to recover for damages occasioned by such accidents. This obligation of the Landlord shall extend to both injuries to persons and to property, and its obligation to hold Tenant harmless therefrom shall extend to claims arising from such accidents which are either valid or groundless.
(25) Subject to Paragraph 7 hereof, Tenant accepts the Premises in the present conditioned and acknowledges that no representations of the Landlord have been made or relied upon by its prior to the execution of this Lease.

(26) For all purposes hereunder, including the payment of rent, the addresses of the parties hereto are as follows:

    Landlord: Mohawk Drive Corporation, 25 Mohawk Drive, Leominster, MA 01453

    Tenant: Middlesex Integrative Medicine, Inc., 155 Federal Street, Suite 402, Boston, MA 02110

(27) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their heirs, successors, representatives and assigns.

(28) It is further agreed between the Landlord and the Tenant that this lease may be amended by mutual written agreement.

(29) After the commencement of the term of this Lease and whenever, from time to time, requested during the term of this Lease, Tenant agrees to deliver to Landlord or to any mortgagee, or such other person designated by landlord within fifteen business (15) days after written request therefor a certificate stating, if the same be true, that Tenant has entered into occupancy of the premises in accord with the provisions of this Lease, that this Lease is in full force and effect, that Landlord has performed the construction required of Landlord, that Landlord is not in default under Lease, and any other information reasonable requested.

(30) In any case where either party hereto is required to do any act, the time for performance thereof shall be extended for a period equal to any delay caused by or resulting from any act of God, war, civil commotion, fire, casualty, labor difficulties, shortages of labor, materials or equipment, governmental regulations or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time, or a "reasonable time".

(31) A late payment service charge of 1.5% per month (of rent due), or the legal limit if less, will automatically be imposed as additional rent for rent which is received after the tenth (10th) of the month.

(32) The Tenant shall have an ongoing right to terminate this Lease in or within 12 months from the Lease Commencement Date by giving notice to the Landlord in writing. However, in the event the Tenant opts to terminate, an early termination fee equal to the total agent commissions paid by the Landlord to date will be paid by the Tenant to the Landlord. After such termination, the Tenant and Landlord shall have no further obligations to each other.

(33) Tenant covenants and agrees that in the case of termination and/or repossession, by the Landlord, under the provisions of statutes by reason of the default of Tenant, Tenant will:

(a) pay to Landlord forthwith as damages a sum equal to the amount by which the then fair rental value of the premises is less than the rent reserved hereunder (including as rent reserved all additional payments Tenant is obligated to make hereunder, and the value of all services Tenant is obligated to perform hereunder) for the balance of the term; and
(b) pay the Landlord sums equal to the rent reserved hereunder (as herein above defined) at the same times and in the same installments as herein provided or if the premises shall have been re-let, sums equal to the excess of said rent reserved hereunder over the net sums actually received by Landlord (after deducting all sums, including but not limited to reasonable attorney's fees, brokerage commissions and costs of remodeling, incurred by Landlord in connection with such re-letting); providing that there shall first be credited against the obligations of Tenant under this Paragraph (b) any sum actually paid by Tenant to Landlord under the preceding Paragraph 32.

(34) The Tenant agrees that it will not record this Lease and that any such recording shall constitute a default of this Lease entitling the Landlord to terminate this Lease. On or after the Lease Commencement Date, at the request of either party, both parties shall execute a Notice of Lease pursuant to Massachusetts General Laws Chapter 183, Section 4, in form suitable for recording with the Worcester Northern Registry of Deeds.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD
Mohawk Drive Corporation
By: ______________
Name: Kevin J. Crowley
Title: Treasurer

Tenant
Middlesex Integrative Medicine, Inc.
By: ______________
Name: Nancy J. Kowey
Title: President
June 15, 2016

Nancy J. Koury, President
Middlesex Integrative Medicine, Inc.
155 Federal Street, Suite 402
Boston, MA 02110

Dear Ms. Koury:

The Board of Selectmen of the Town of Norwood does hereby provide non-opposition to Middlesex Integrative Medicine, Inc. to operate a Registered Marijuana Dispensary in the Town of Norwood.

I have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting held on June 14, 2016.

The Norwood Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility at 76 Astor Avenue, Norwood MA, is located in a zoning district that allows such use by right or pursuant to local permitting.

Very truly yours,

BOARD OF SELECTMEN

[Signature]
Allan D. Howard, Chairman
September 13, 2016

The Leominster City Council does hereby provide non opposition to Middlesex Integrative Medicine to operate a Registered Marijuana Cultivation Facility in the City of Leominster. I have been authorized to provide this letter on behalf of the Leominster City Council by a vote taken at a duly noticed meeting held on September 12, 2016.

The Leominster City Council has verified with the appropriate local officials that the proposed Registered Marijuana Cultivation Facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Lynn A. Bouchard, City Clerk and Clerk of the City Council