

NEW ENGLAND CANNABIS CORPORATION

Ronald Lipof, 186 Meadowbrook Road, Weston, MA 02493

Department of Public Health
Medical Use of Marijuana Program
RMD Applications
Eric Sheehan, Jr., Bureau Director
99 Chauncy Street, 11th Floor
Boston, MA 02111

January 8, 2018

RECEIVED

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Re: Request for Information

Dear Mr. Sheehan:

In response to your letter dated October 26, 2017, we would like to provide the following information in connection with our *Siting Profile* (for Application 2 of 2):

1. The submission of a fully executed lease for the 1152 Beacon Street, Newton property that complies with the Application Instructions for Section B of the *Siting Profile*.
2. The submission of an Amendment to Purchase and Sale Agreement for the 29 Everett Street, Holliston property to change the name of the Buyer on the Holliston Offer to Purchase from New England Health Solutions, Inc. to 29 Everett Street, LLC; together with an updated and fully executed Purchase and Sale Agreement which clearly depicts the Seller of the 29 Everett Street, Holliston property as 29 Everett LLC.

Moreover, we herewith submit a fully executed lease for the 29 Everett Street, Holliston property that complies with the Application Instructions for Section B of the *Siting Profile*, and properly and clearly demonstrates evidence of a property interest on behalf of applicant New England Cannabis Corporation, Inc.

3. For the Kuldip and Stevens Loan Agreements, we submit an updated Independent Legal Opinion from Tracey Blotnick of Hurwit & Associates, together with respective amortization tables for each loan, to explain how the loan calculations were arrived at. Please note that, notwithstanding the dates on the loan amortization schedules, the loan payments do not begin until the RMD has received an occupancy permit.

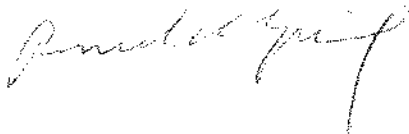
4. We submit an updated Independent Legal Opinion from Tracey Blotnick of Hurwit & Associates explaining that the Loan Agreements are in compliance with the non-profit requirements, including an analysis of the information within paragraphs 5 and 9 of the Loan Agreements.

I hope the above is acceptable to you.

We hope that we have now satisfied all of the requirements to be granted a Provisional Certificate.

You can reach me directly at (617) 716-6117 or via Email at rclipof@gmail.com.

Thank you



STANDARD FORM COMMERCIAL LEASE

1. PARTIES

South I Realty LLC, a Massachusetts limited liability company ("**Landlord**", which expression shall include its heirs, successors, and assigns where the context so permits), having an address at 825 Beacon Street, Suite No. 1, Newton Centre, Massachusetts 02459 does hereby lease to New England Cannabis Corporation, a Massachusetts non-profit corporation ("**Tenant**", which expression shall include its heirs, successors, executors, administrators, and assigns where the context so permits), and Tenant hereby leases from Landlord the following described Premises pursuant to the terms of this Lease.

2. PREMISES

The premises contains an agreed upon 4,224 rentable square feet on the ground floor of 1152 Beacon Street, Newton, Massachusetts (the "**Premises**") shown on the plan attached hereto as Exhibit A and with an address of 1152 Beacon Street, Newton, Massachusetts in a portion of the building ("**Building**") that is on land with other improvements owned by Landlord commonly known and numbered as 1144-1152 Beacon Street, Newton, Massachusetts together with Landlord's rights to a shared parking lot behind the Building commonly known and numbered as 1144-1152 Beacon Street Rear, Newton, Massachusetts (collectively, the "**Property**").

3. TERM

A. Initial Term

The Term of this Lease shall be effective on the date hereof ("**Effective Date**"), and shall continue thereafter until and ending on the last day of the Tenth Lease Year (the "**Initial Term**").

B. Option Term

Provided Tenant has maintained the Lease current and is not in Default at the time Tenant exercises each of its two rights to extend, Tenant shall have two (2) options to extend the Term of the Lease each for a successive period of five (5) years (each an "**Option Term**"). Tenant may exercise each option to extend by giving written notice to Landlord which notice must be received by Landlord not later than 365 days prior to the expiration of the then Term. Failure of Tenant to timely give written notice on or before the date specified above for the first Option Term upon the conditions set forth above shall be deemed a waiver of Tenant's rights to extend the Term for both Option Terms, and if the Term is extended for the first Option Term and Tenant fails to timely give notice for the second Option Term as specified above on the conditions set forth above, Tenant shall be deemed to have waived Tenant's rights to extend for the second Option Term. If and when the First Option Term, and, if applicable, the Second Option Term become effective, the Term shall automatically be extended upon the same terms and conditions for such Option Term except that (i) Base Rent shall be

payable for the applicable Option Term as set forth in Section 4 below and (ii) there shall be no further right to extend or renew. The rights of extension set forth herein are personal to Tenant and are not exercisable by any subtenant or assignee permitted hereunder.

As used in this Lease, the "**Term**" of the Lease shall mean the Initial Term and, as applicable, the first Option Term and second Option Term if and as exercised pursuant to the terms hereof.

4. **RENT**

As used herein, the term "**rent**" or "**Rent**" shall mean Base Rent and Additional Rent. Rent shall be paid as provided herein without deduction, offset or setoff whatsoever. Tenant is prohibited from making payments to Landlord by cash. Tenant is required to have an account with an Institutional Lender (as hereinafter defined) and only pay by check drawn on, or wire transfer of funds, from that Institutional Lender.

A. **Initial Term Base Rent**

Tenant shall pay only by either wire transfer of funds from a check drawn on Tenant's account with Century Bank and Trust Company, a Massachusetts trust company or a replacement, recognized, FDIC Insured Massachusetts institutional lender with bank offices in Massachusetts and with other medical marijuana dispensaries having banking accounts (collectively, "**Institutional Lender**") to Landlord Base Rent ("**Base Rent**") during the Term at the following rates, payable in advance on the first day of each month (pro-rata for any partial month) commencing on the Rent Commencement Date without deduction, offset or setoff whatsoever, in monthly installments as herein set forth:

<u>Lease Year</u>	<u>Annual Base Rent Rate</u>	<u>Monthly Base Rent Rate</u>
1	\$168,960.00	\$14,080.00
2	\$173,184.00	\$14,432.00
3	\$177,408.00	\$14,784.00
4	\$181,632.00	\$15,136.00
5	\$185,856.00	\$15,488.00
6	\$190,080.00	\$15,840.00
7	\$194,304.00	\$16,192.00
8	\$198,528.00	\$16,544.00
9	\$202,752.00	\$16,896.00
10	\$206,976.00	\$17,248.00

If the Term is extended for the First Option Term, then the Base Rent for the Eleventh Lease Year through the Fifteenth Lease Year shall be as follows:

<u>Lease Year</u>	<u>Annual Base Rent Rate</u>	<u>Monthly Base Rent Rate</u>
11	\$211,200.00	\$17,600.00
12	\$215,424.00	\$17,952.00
13	\$219,648.00	\$18,304.00
14	\$223,872.00	\$18,656.00
15	\$228,096.00	\$19,008.00

If the Term is extended for the Second Option Term, then the Base Rent for the Sixteenth Lease Year through the Twentieth Lease Year shall be as follows:

<u>Lease Year</u>	<u>Annual Base Rent Rate</u>	<u>Monthly Base Rent Rate</u>
16	\$232,320.00	\$19,360.00
17	\$236,544.00	\$19,712.00
18	\$240,768.00	\$20,064.00
19	\$244,992.00	\$20,416.00
20	\$249,216.00	\$20,768.00

As used in this Lease, the term "**Lease Year**" shall mean the following: the first Lease Year shall commence on the Rent Commencement Date and shall end on the day before the first anniversary of the Rent Commencement Date; the second Lease Year shall commence on the day after the end of the first Lease Year and continue for a consecutive twelve month period; and each Lease Year thereafter shall be a sequential, consecutive twelve (12) month period. The "**Rent Commencement Date**" shall be the first day of the month following the termination of the existing lease ("**Existing Lease**") for the Premises between Landlord and CareWell Urgent Care Centers of New England, Inc. ("**Existing Tenant**"). Landlord is negotiating with Existing Tenant to terminate the Existing Lease on terms and conditions satisfactory to Landlord in Landlord's sole discretion, but with such termination, if it occurs, only to occur if and after Tenant has obtained the Permits and Licenses. In the event that Landlord and Existing Tenant have not entered into the Termination Agreement by January 31, 2018, Landlord may notify Tenant of the same and return the Security Deposit, and this Lease shall thereafter be null and void and without recourse to Landlord and Tenant.

B. Due Diligence Period

Tenant shall have one hundred and eighty (180) days from the Effective Date ("**Due Diligence Period**") to obtain all permits, licenses, approvals and authorizations for the operation of Tenant's Permitted Use (collectively, "**Permits and Licenses**"). Tenant agrees, at Tenant's sole cost and expense and using best efforts, to promptly, upon the Execution Date, apply for the Permits and Licenses. If required by applicable governmental authorities, Landlord agrees to reasonably cooperate with Tenant, but at no cost or liability to Landlord, in connection with the applications for the Permits and Licenses, and Tenant shall keep Landlord apprised of the status of its efforts to secure the Permits and Licenses by providing Landlord (a) in the first month of such Due Diligence Period a list of all the Permits and Licenses necessary for Tenant's Permitted Use, the process and timeline to obtain such Permits and Licenses and Landlord's obligations in the process pursuant to Applicable Laws and ongoing obligations after Tenant obtains the Permits and Licenses; (b) in each month thereafter of the Due Diligence Period, monthly updates of the foregoing. In the event that, after expending its best efforts to secure the Permits and Licenses, Tenant is unsuccessful in obtaining the Permits and Licenses during the Due Diligence Period, Tenant shall have the right to terminate the Lease by notice to Landlord before the end of the Due Diligence Period, in which event the Security Deposit shall be returned to Tenant, and this Lease shall thereafter be null and void and without recourse to Landlord or Tenant. In the event that Tenant notifies Landlord that Tenant has obtained the Permits and Licenses prior to the expiration of the Due Diligence Period or Tenant fails to provide any notice to Landlord prior to the end of the Due Diligence Period, Tenant shall be deemed to be satisfied with the status of obtaining the Permits and Licenses, with this Lease continuing thereafter in full force and effect and with Tenant's right to terminate this Lease pursuant to this Section 4.B. deemed waived and of no further force and effect. In the event that Tenant fails or ceases to pursue obtaining the Permits and Licenses, Landlord, at its option, may terminate this Lease during the Due Diligence Period upon five (5) days prior written notice to Tenant, in which event the Security Deposit shall be returned to Tenant, and this Lease shall thereafter be null and void and without recourse to Landlord or Tenant.

C. Tenant's Pro-Rata Share

Tenant's pro-rata share ("**Pro-Rata Share**") for the purposes of this Lease shall be 47.02%.

D. Additional Rent

"**Additional Rent**" means the amounts listed in this Section to be paid by Tenant to Landlord and all other amounts due Landlord from Tenant under this Lease. This Lease is a "triple-net" lease, and Tenant shall pay, without deduction, offset or setoff whatsoever, as Additional Rent the following:

- (i) Tenant's Pro-Rata Share of all **"real estate taxes"** or **"Taxes"** assessed against the Building and other portions of the Property, which includes all taxes, assessments, betterments, water or sewer entrance fees and charges, general, special, ordinary and extraordinary, environmental, or any other charges, including charges for the use of municipal services if billed separately from other taxes, levied, assessed or imposed at any time by any governmental authority upon or against the land, the Building, the fixtures, signs and other improvements thereon then comprising the Property. This definition of real estate taxes is based upon the present system of real estate taxation in the Commonwealth of Massachusetts; if taxes upon rentals or any other basis shall be substituted, in whole or in part, for the present ad valorem real estate taxes, the term real estate taxes shall be deemed changed to the extent to which there is such a substitution for the present ad valorem real estate taxes. The term **"fiscal year"** shall mean July 1st through June 30th next following, or such other tax period as may be established by law for the payment of real estate taxes; and
- (ii) Tenant's Pro-Rata Share of all Operating Expenses (**"Operating Expenses"**), which shall include all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, lighting, repairing, replacing and maintaining the Building, the Property and all common areas. Such costs and expenses shall likewise include (but not be limited to) common area water and sewer use charges, costs incurred for fuel and other energy for heating and cooling the common areas, electricity for the common areas, snow removal and cleaning of the common areas, premiums for Landlord's casualty, liability and other insurance, utilities, including, without limitation, water and sewer for the Building used by tenants but not separately metered or sub-metered, common area trash removal expenses, recycling expenses, maintaining, repairing, installing and/or replacing any existing or future sprinkler, fire alarm and/or other Building systems, maintaining, repairing and replacing the parking areas and a management fee equal to six (6%) percent of the annual rental revenues for the Building. Notwithstanding anything to the contrary contained in this Lease, Tenant shall pay one hundred percent (100%) of costs and expenses, whether considered Operating Expenses or otherwise, attributable solely to the Premises or Tenant's use or resulting from the actions (or inactions) of Tenant or those acting by, through or under Tenant.

Tenant shall pay with each monthly payment of Base Rent, one-twelfth (1/12) of its Pro-Rata Share of the estimated annual Additional Rent for real estate taxes and Operating Expenses as determined by Landlord. Following the end of each calendar year during the Term of this Lease with respect to Operating Expenses after final expenses are determined, and with respect to real estate taxes following the issuance of periodic or final real estate tax bills for a fiscal year, Landlord shall determine the actual Operating Expenses for such calendar year and actual

real estate taxes for such periodic period or fiscal year, and Tenant's Pro-Rata Share thereof. After a final determination by Landlord of actual Operating Expenses and/or if real estate taxes were estimated, after a final tax bill for a fiscal year is ascertained, any shortage shall be due and payable by Tenant within 15 days of written notice to Tenant from Landlord and, to the extent Tenant is not in default nor would be in default but for the giving of notice, the passage of time or both, any excess shall be credited against future Additional Rent obligations, or refunded if the Term of this Lease has ended and Tenant has no further obligations to Landlord.

- (iii) Tenant shall pay Landlord Tenant's Pro-Rata Share of all Landlord's costs to secure and maintain casualty, liability and other insurance for the Building and the Property in the forms, coverages and amounts that Landlord determines necessary in Landlord's sole discretion ("**Landlord's Insurance**"), with the qualification that Tenant shall pay 100% of the increase costs, as determined by Landlord, of Landlord separately obtaining insurance for the Property as a result of Tenant's Permitted Use (all such insurance costs being referred to as "**Landlord's Insurance Costs**"). Tenant shall pay Landlord each annual Landlord's Insurance Costs (pro-rata for less than 12 month period) in advance, commencing on the Rent Commencement Date, and thereafter ten (10) days after notice of Landlord's Insurance Costs, with Landlord reserving the option to notify Tenant to pay monthly estimates for costs of Landlord's Insurance. To the extent that Landlord is unable to obtain Landlord's Insurance in form, coverages and amounts Landlord deems necessary in Landlord's sole discretion, Landlord reserves the right to provide Tenant with notice of such failure to obtain Landlord's Insurance, and this Lease will terminate within ten (10) days of such notice and be null and void except for Tenant's obligations under this Lease arising prior to such termination, and the provisions of this Lease that survive such termination. Tenant acknowledges and agrees to the fact that Landlord is securing a separate insurance policy (not part of a blanket insurance policy as covered this Property and other properties prior to Landlord entering into this Lease) that results in increased Landlord's Insurance Costs.

If, after Tenant shall have made any payment for real estate taxes under this Section, Landlord shall receive a refund of any portion of the real estate taxes paid on account of any fiscal year in which such payments shall have been made as a result of an abatement of such real estate taxes, by final determination of legal proceedings, settlement or otherwise ("**Proceedings**"), and to the extent Tenant is not in default nor would be in default but for the giving of notice, the passage of time or both, within thirty (30) days after receiving the refund, Tenant's Pro-Rata Share of the refund, if any, which shall be first adjusted if Tenant's original payment covered a shorter period than covered by the refund, less the expense (including, but not limited to, attorneys' fees, costs and appraisers' fees) allocable to Tenant's Pro-Rata Share and incurred by Landlord in

connection with any such Proceedings, shall be credited against future Additional Rent obligations, or refunded if the Term of this Lease has ended and Tenant has no further obligations to Landlord. Landlord shall have sole control of all Proceedings.

E. **Rent Commencement Date**

Base Rent and Additional Rent shall commence on the Rent Commencement Date.

F. **Default Rate and Administrative Fees**

If Tenant shall fail to pay any installment of Base Rent or Additional Rent within five (5) days after the date due, Landlord shall be entitled to collect a charge equal to five (5%) percent of the amount due to cover Landlord's administrative expense in handling late payments. In addition, Tenant shall pay interest at the rate of one and one-half percent (1½%) per month (the "Default Rate") or any fraction thereof on any Base Rent or Additional Rent not paid within five (5) days after the date due.

G. **Triple Net**

This is a so-called triple net lease, and accordingly, all charges, assessments and impositions made upon the Premises, the Building and the Property, and all costs, expenses and other obligations paid or incurred by Landlord in operating, insuring, maintaining, repairing, replacing and performing other work on the Premises, the Building and the Property shall be, as applicable, included in determining Operating Expenses for which Tenant is obligated to pay its Pro-Rata Share or separately and directly obligated to pay in full by Tenant to Landlord for amounts that relate solely to Tenant's use and/or actions (or inactions) and/or the Premises.

5. **UTILITIES**

From and after the Rent Commencement Date, Tenant shall pay as Additional Rent all bills as they become due for gas, water and sewer, electricity and any other utilities that are furnished to the Premises and separately metered or sub-metered. Tenant shall timely pay directly to the appropriate utility company for metered utilities and to Landlord ten (10) days after billing for sub-metered utilities. Landlord reserves the right from time to time to cause any or all of the utilities serving the Premises to be separately metered or sub-metered, in which event, Tenant shall pay for such separately metered or sub-metered utilities as provided above.

Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Rent Commencement Date. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole cost and obligation, provided that such installation shall be subject to the written consent of Landlord which shall not be unreasonably withheld.

Tenant agrees that in no event shall Landlord be liable for any interruption or delay in providing utilities or equipment or other services or performing other obligations under this Lease caused by accident, making of repairs, alterations or improvements in the Building, labor difficulties, trouble in obtaining fuel, electricity or services or supplies, governmental restraints or the actions or inactions of Tenant or those acting by, through or under Tenant, or other causes beyond Landlord's reasonable control (but Landlord, in respect of those matters for which Landlord is expressly responsible under this Lease, will use reasonable efforts under the circumstances to restore such services or make such repairs), nor in any event for any indirect or consequential damages; and failure or omission on the part of Landlord to furnish such service or make such repair shall not be construed as an eviction of Tenant, nor render Landlord liable in damages, nor entitle Tenant to an abatement of Rent, nor release Tenant from the obligation to fulfill any of its covenants under this Lease; provided, however, the foregoing shall not exculpate Landlord from Landlord's negligent acts or omissions.

6. **USE OF PREMISES**

Tenant shall use the Premises only for the purpose of a registered medical marijuana dispensary ("RMD") and for no other use ("**Permitted Use**"). Tenant shall not use the Premises for the sale or distribution of recreational marijuana nor for growing marijuana. Prior to opening for business, Tenant shall represent and warrant to Landlord that Tenant has secured all necessary Permits and Licenses for the Permitted Use, and Tenant shall provide Landlord with detailed information regarding Landlord's compliance requirements under Applicable Laws, including, without limitation, reporting information and timing deadlines whether such Applicable Laws now exist or hereafter arise (collectively, "**Landlord Compliance Requirements**"), in relation to Tenant's Permitted Use, Tenant shall at all times be in full compliance with the Permits and Licenses. Tenant agrees that in no event shall Tenant's use of the Premises be unlawful, improper, noisy or offensive, contrary to Applicable Laws, including, without limitation, any applicable municipal law, regulation, by-law or ordinance; make voidable any insurance on the Building or on the contents of the Building; be contrary to regulation from time to time established by any fire rating agency or similar body.

7. **COMPLIANCE WITH LAWS**

Tenant, in the use of operation of its business at the Premises including, without limitation, access thereto, shall comply with all applicable building, zoning, environmental, health, life safety systems, including, without limitation, required fire suppression systems, land use and other applicable laws, including, without limitation, federal, state and municipal by-laws, guidelines (including the so-called FinCEN Guidance) rules, regulations, memorandums (including, without limitation, the so-called Cole Memos) ordinances, codes and requirements applicable to the Premises and the Permitted Use, including, without limitation, compliance with the Americans with Disabilities Act as amended, referred to as the "**ADA**", the requirements of the Institutional Lender (all of the foregoing is referred to collectively, the "**Applicable Laws**"). Before Tenant opens for business, Tenant shall obtain, at Tenant's sole cost and expense, all permits, licenses, approvals and other authorizations required under Applicable Laws for the completion of Tenant's Work, as herein defined, and for the

operation of the Premises for the Permitted Use; provided, however, obtaining such permits, licenses, approvals and other authorizations shall not be a condition of Tenant's obligations hereunder. Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any Applicable Laws. Tenant assumes all risk and liability related to the Permitted Use, including, without limitation, arising out of or related to compliance with Applicable Laws. Tenant shall use best efforts to make the Premises secure, including, without limitation, complying with Applicable Laws in relation to lighting in and around the Premises and making the Premises secure from theft. Tenant shall use best practices for the security of all marijuana at the Premises and preventing the sale to minors or any party other than individuals having complied with Applicable Laws to use marijuana for medical purposes, and then only in lawful and medically permitted quantities pursuant to prescription.

8. **FIRE INSURANCE**

Tenant shall not permit any use of the Premises which will make voidable any insurance on the Property or on the contents of the Building, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Tenant shall on demand reimburse Landlord, and all other tenants, all extra insurance premiums caused by Tenant's use of the Premises.

9. **MAINTENANCE**

A. **Tenant's Obligations**

Tenant agrees to perform Tenant's Work in compliance with this Lease and to thereafter maintain the Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein. Tenant's maintenance of the Premises to keep the same in good condition shall include, without limitation, maintenance, repair and replacement of work performed by or for Tenant, including, without limitation, Tenant's Work, and to maintain, repair and replace as necessary, the ceiling, lighting, bulbs, venting, painting, life safety systems, including, without limitation, fire suppression systems, carpeting, flooring, and plumbing, heating, ventilation and air conditioning system inclusive of units serving solely the Premises ("HVAC"), wiring, cables, and ductwork within and/or serving solely the Premises and any and all facilities and utilities installed by Tenant therein and all work necessary to comply with Applicable Laws, including, without limitation, the ADA. Tenant shall be responsible to maintain a service contract with a professional, certified HVAC contractor to keep the HVAC system in good working order, to repair and replace parts on the system or to maintain, repair and replace as necessary the HVAC system itself, and to provide Landlord with maintenance reports at least every three months. Tenant shall be responsible to assure at all times that its invitees and employees do not loiter on the Property nor use the products sold from the Premises at the Premises or in, on or around the Property. Tenant shall also be responsible for the removal of snow and ice from the sidewalks bordering the Premises and keeping the sidewalks clean and free of debris. Tenant shall be

responsible for the proper maintenance, repair and replacement of all vents used in connection with the Premises, and, in all events, Tenant shall prevent the escape of odors, fumes and other contaminants to any other portion of the Building. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall use and conduct Tenant's business at the Premises in such a manner as to assure that no water, noise, fumes, odor or any other condition escapes or is emitted from the Premises which is asserted to be objectionable by Landlord, other tenants or abutting property owners and their tenants, or which interferes with or in any manner causes damage to or upon the Property or any abutting tenant space or common area or property of others. The cost to repair damage caused by Tenant or those acting by, through or under Tenant to the property of other tenant(s) and/or abutting property owners and their tenants, the Building, the Property and/or the property of other tenant(s) shall be borne by Tenant. This Lease addresses the respective obligations of Landlord and Tenant for maintenance, repairs and replacements, and, to the fullest extent permitted by law, Tenant waives the provisions of G.L. c. 186 § 19.

B. Landlord's Obligations

Excluding Tenant's obligations under this Lease, Landlord agrees to otherwise maintain the structure, and common areas and common area systems of the Building in the same condition as they are on the Effective Date or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire or other casualty only excepted; provided, however, if such costs and expenses are required because of Tenant or those acting by, through or under Tenant or because of the use of the Premises or the work performed at the Premises or Building by or on behalf of Tenant or those acting by, through or under Tenant, including, without limitation, Tenant's Work, then Tenant shall be responsible to pay such costs and expenses to Landlord within ten (10) days of billing by Landlord.

10. TENANT'S WORK

Tenant shall, at its sole cost and expense, promptly following the Rent Commencement Date and in compliance with the requirements of this Section and Section 11, complete all work and improvements and furnish all labor and materials, which Tenant believes are reasonably necessary for the operation of Tenant's business in the Premises including, without limitation, the work, requirements and improvements set forth on **Exhibit B** attached hereto ("**Tenant's Work**"). Tenant's Work shall be in all events subject to Landlord's prior written approval of plans and specifications, which approval, as to non-structural improvements, shall not be unreasonably delayed or withheld, provided the proposed Tenant's Work complies in all respects with the terms hereof. Before commencing Tenant's Work or seeking permits therefor, Tenant shall submit to Landlord a copy of all plans and specifications, all contracts for labor and material in connection with Tenant's Work, and evidence of availability of funds sufficient to complete Tenant's Work. Upon Landlord's approval of the proposed Tenant's Work and before starting Tenant's Work, Tenant shall deliver to Landlord copies of all permits, licenses and other authorizations required under all applicable laws, ordinances and regulations (collectively, the "**Permits**"), all of which shall be maintained in Tenant's name in full

force and effect, and evidence of insurance relative to such work in form and substance acceptable to Landlord. Once commenced, all Tenant's Work shall be in compliance with the requirements of this Section and Section 11, and Tenant shall diligently pursue Tenant's Work to completion. Tenant shall perform Tenant's Work in a good and workmanlike manner using new and first-class materials and supplies, free from defects in design, construction, workmanship and materials, in accordance with all Applicable Laws and the fire insurance rating association having jurisdiction over the Premises. Tenant agrees that in no event shall Tenant's Work decrease the value of the Building. Tenant shall not permit any mechanics' or materialmen's liens to be placed, or if placed, shall cause the same to be removed within fifteen (15) days after recording thereof. In addition, all of the foregoing will be done in such manner as will avoid jurisdictional and labor disputes. Tenant shall exonerate, indemnify, defend and hold harmless Landlord for any and all loss, cost, damage, and expense, including, without limitation, reasonable attorneys' fees, incurred by Landlord resulting from or relating to Tenant's Work and other work performed by Tenant at or to the Premises, including, without limitation, pursuant to Section 11 of this Lease; provided, however, the foregoing shall not exculpate Landlord from Landlord's negligent acts or omissions.

11. ALTERATIONS - ADDITIONS

Other than Tenant's Work performed pursuant to Section 10 above following the Rent Commencement Date, Tenant shall not make any type of alterations or additions to the Premises without Landlord's prior written consent, which consent may be granted or denied in Landlord's sole discretion, except that Landlord will not unreasonably withhold its consent to proposed cosmetic improvements costing less than Five Thousand (\$5,000.00) in the aggregate. Any alterations or improvements to be made by Tenant, including, without limitation, Tenant's Work, shall be at Tenant's sole cost and expense, completed in accordance with and subject to the same requirements and conditions as provided for Tenant's Work under Section 10 above, and shall become the property of Landlord at the termination of occupancy as provided herein, except that (i) Tenant may remove personal property and trade fixtures in accordance with the terms of Section 21 hereof and (ii) Landlord may, at Landlord's option, notify Tenant to require that Tenant remove all or any portion of any alterations or improvements (including, without limitation, cabling, wiring, wall treatments, floor coverings, erections and partitions) in which case, Tenant shall, prior to the expiration of the Term or the earlier termination of this Lease, remove such designated items ("**Designated Removal Items**") and repair and restore the Premises to good working order and condition, normal wear being excluded. To the extent that Landlord does approve Tenant's Work or any other work to be performed by or for Tenant, including, without limitation, matters related to or arising out of the design and/or construction of the work, including any errors or omissions contained therein, Tenant's Work and such other work shall be Tenant's sole responsibility without cost or liability to Landlord. Notwithstanding anything to the contrary contained in this Lease, Landlord may condition the right of Tenant to do any work, including, without limitation, Tenant's Work, on lien bonds, escrows, indemnities, certification(s) from contractor(s), as described below, or other conditions acceptable to Landlord to prevent liens from arising against the Property or this Lease. If required by Landlord, such certification(s) from contractor(s) engaged by Tenant shall be in form and

substance acceptable to Landlord and provide, *inter alia*, that the work is being performed for Tenant and Tenant's benefit and not Landlord nor Landlord's benefit. This Section and Section 10 shall survive the expiration or earlier termination of this Lease.

12. ASSIGNMENT - SUBLEASING

Tenant shall not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises, nor permit or allow the use of all or any part of the Premises by third party users, such as concessionaires, without, on each occasion, obtaining Landlord's prior written consent thereto in Landlord's sole discretion, and if Landlord consents, such consent shall be conditioned, *inter alia*, upon the following conditions precedent: (i) the use of the Premises will continue to comply with the terms and conditions of this Lease, including, but not limited to, the use provisions and with any assignee or sublessee securing all Permits and Licenses to operate the business at the Premises for the Permitted Use; (ii) as to an assignment, the proposed assignee's and new guarantor(s) ("**Guarantor**", or if more than one Guarantor, collectively, "**New Guarantors**") financial condition and business experience are acceptable to Landlord, and the assignee is a "parent" and controlling entity ("**Parent Entity**"), not a subsidiary nor an entity otherwise controlled, owned or held by another entity and the New Guarantors execute a guaranty on Landlord's then current form; (iii) there exists no default by Tenant under this Lease and no fact nor circumstances which, with the giving of notice, the passage of time, or both, would constitute a default by Tenant under this Lease; (iv) as to an assignment, the assignee, on Landlord's form, *inter alia*, assumes and agrees to pay and perform all the obligations of Tenant under the Lease jointly and severally with Tenant and as to a sublease, the subtenant executes Landlord's form regarding subleases; (v) the guarantors (collectively, "**Guarantors**") executing the guaranty ("**Guaranty**") attached to this Lease confirm and ratify on Landlord's form *inter alia*, that the Guaranty remains in full force and effect; and (vi) there is compliance with the other provisions of this Section 12. As used herein the term "assign" or "assignment" shall be deemed to include, without limitation: (x) any transfer of Tenant's interest in the Lease by operation of law, the merger or consolidation of Tenant with or into any other firm or corporation; or (y) the transfer or sale of a controlling interest in Tenant whether by sale of its capital stock, membership interest or otherwise. No sublease shall be permitted for a rent of less than the rent hereunder on a per square foot basis. Notwithstanding anything to the contrary contained herein, at Landlord's option, in Landlord's sole discretion, any assignment in violation of the provisions of this Section shall result in this Lease being binding upon the assignee, jointly and severally, with Tenant.

In the event of the assignment or subletting by Tenant for which Landlord's written approval has been obtained, Tenant shall remain primarily liable with the new tenant, jointly and severally, for the payment of any and all Base Rent, Additional Rent and other amounts which may become due by the terms of this Lease and for the performance of all covenants, agreements and conditions on the part of Tenant to be performed hereunder. Tenant shall also pay to Landlord, from time to time, all rent received as a result of the assignment or sublet which exceeds the rent payable hereunder on a per square foot basis. No such assignment or sublease shall be valid or effective unless (i) it is approved in advance in writing by Landlord and (ii) the assignee, or sublessee, together with Tenant, the Guarantors and New Guarantors enter into an agreement on Landlord's form,

providing, inter alia (a) as to assignee, that assignee be bound directly to Landlord, jointly and severally with Tenant, and (b) limiting the use of the Premises to the specific use allowed under this Lease. No modification of the terms of this Lease or any course of dealing between Landlord and any assignee or sublessee of Tenant's interest herein shall operate to release or impair Tenant's obligations hereunder.

The consent by Landlord to any assignment, mortgage, pledge or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. Notwithstanding anything to the contrary contained herein, Tenant shall not offer to make or enter into negotiations (nor shall Landlord consent) with respect to a sublease or assignment to any of the following: (i) a tenant at Landlord's Property; (ii) any party whom Landlord or any affiliate of Landlord is then negotiating with respect to leasing space; or (iii) any entity owned by, owning, or affiliated with, directly or indirectly, any tenant or party described in clauses (i) and (ii) hereof. Tenant shall pay all Landlord's attorneys' fees and expenses incurred from time to time, with, at the option of Landlord, Landlord's estimate of such fees and expenses paid in advance by Tenant, in connection with each Tenant's request to assign or sublet this Lease or Tenant's request for Landlord to take any other action under this Section, whether or not Landlord withholds or provides its consent hereunder.

13. SUBORDINATION

This Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust, ground leases and other instruments in the nature of a mortgage or ground lease now or at any time hereafter a lien on the Property without requiring any writing by Tenant. Tenant shall, when requested, promptly (within five (5) days) execute and deliver such written instruments as may be requested by Landlord, its lender(s) and/or its ground lessor(s) to confirm the subordination of this Lease to mortgages, deeds of trust, ground leases or other instruments in the nature thereof. Should Tenant fail to execute, acknowledge and deliver such instruments within five (5) days after Landlord's written request, Tenant hereby appoints Landlord and its successors and assigns, as Tenant's irrevocable attorney-in-fact to execute, acknowledge and deliver any such instrument for and on behalf of Tenant. The foregoing subordination is expressly conditioned upon Tenant reserving the right to continued occupancy of the Premises in accordance with the terms of this Lease for so long as Tenant is not in default hereunder, as that term is defined in this Lease, notwithstanding any mortgage foreclosure or termination of ground lease. Tenant agrees not to assert any claim, other than its right of recognition and non-disturbance set forth above, against a foreclosing mortgagee for any obligation of Landlord other than obligations first arising and then continuing while mortgagor is in control of the Property.

Tenant agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord upon any foreclosure of any mortgage or deed of trust upon the Property or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage or deed of trust on the condition that such successor in interest does not, prior to a default hereunder, disturb any of the rights of Tenant under this Lease.

14. **LANDLORD'S ACCESS**

Landlord or agents of Landlord may enter the Premises (i) to view the Premises during normal business hours upon reasonable advance communication (written or oral), except in the event of an emergency, in which case no communication is required, (ii) to require removal of placards and signs not approved and affixed as herein provided, (iii) to make repairs and alterations as Landlord should elect or be required under this Lease or pursuant to law to do and, as Landlord elects, to maintain use, repair, replace, relocate or introduce pipes, ducts, wires, meters and any other fixtures or equipment serving or to serve the Premises or other parts of the Building including, without limitation, common areas and common facilities and premises of other tenant(s), or to maintain or repair any portion of the Building upon reasonable advance communication (written or oral) except in the event of an emergency in the Premises or elsewhere, in which case no communication is required for Landlord or agents of Landlord to enter the Premises to take such measures as may be needed to cope with such emergency, (iv) to show the Premises to others during normal business hours upon reasonable advance communication (written or oral), (v) to affix to any suitable part of the Premises a sign or notice for selling the Property and keep the same so affixed without hindrance or molestation, and (vi) at any time within six (6) months before the expiration of the Term, to affix to any suitable part of the Premises a notice for letting the Premises and keep the same so affixed without hindrance or molestation. Except in an emergency, Landlord shall use reasonable efforts under the circumstances, taking into consideration that Landlord needs to complete such work in a cost-effective and efficient manner, to exercise its rights set forth in this Section in a manner not to materially and adversely interfere with Tenant's business operations, with Tenant agreeing to cooperate with Landlord in relation to Landlord's exercise of such rights set forth in this Section, including, without limitation, Tenant removing Tenant's furniture, fixtures, equipment and personnel from work areas and with Tenant recognizing Landlord's need to timely complete such work. Tenant shall not change any locks to the Premises without prior written notice to Landlord, and, if requested by Landlord in writing, Landlord shall at all times have a duplicate key to the Premises and access codes for any security systems at the Premises. Tenant shall cooperate with Landlord in connection with the foregoing access and for the purposes described above.

15. **INDEMNIFICATION AND LIABILITY**

Tenant shall exonerate, indemnify, defend and save Landlord harmless from all loss, cost and damage and expense, including reasonable attorneys' fees (a) on account of personal injury and property damage occurring at the Premises and all loss, cost and damage, including reasonable attorneys' fees, caused by Tenant or on account of any default by Tenant hereunder or by any nuisance made or suffered on the Premises or (b) incurred by Landlord on account of any personal injury and/or property damage asserted by Tenant or any of Tenant's agents, employees, contractors, officers, directors, shareholders, invitees and others for whom Tenant may be responsible, or (c) arising out of or related to the Permitted Use, including, without limitation, any injuries to persons or property, or (d) violations of Applicable Laws and failure to inform Landlord of Landlord Compliance

Requirements. This paragraph shall not exculpate Landlord from Landlord's negligent acts or omissions.

Landlord and Tenant release each other, to the extent of their respective insurance coverages (or what would have been covered had the insurance required by this Lease been carried) from any claims and demands of whatever nature for damage, loss or injury to the Property or to the other's property in, on or about the Premises and the Property that are caused by or result from risks or perils insured against under any property insurance policies required by the Lease to be maintained. Landlord and Tenant shall cause their insurers to waive any right of recovery by way of subrogation against either Landlord or Tenant in connection with any property damage covered by any such policies. Provided, however, the foregoing shall not be construed to release or alter Tenant's agreements and obligations required by any other paragraph of this Lease to be performed and/or undertaken by Tenant.

This Section shall survive the expiration or earlier termination of this Lease.

16. **TENANT'S INSURANCE**

Tenant shall maintain with respect to the Premises and the Property of which the Premises are a part (i) casualty insurance covering all of Tenant's fixtures, equipment and personal property, in an amount at least equal to the full replacement cost and without application of a co-insurance penalty; and (ii) commercial general liability insurance covering the insured against claims of bodily injury, personal injury, including, without limitation, product liability insurance, and property damage arising out of Tenant's operations, assumed liabilities or use of the Premises, the Building, or other portions of the Property, including the performance by Tenant of the indemnities set forth herein, with a combined single limit per occurrence of not less than \$1,000,000.00 and \$2,000,000.00 in the aggregate, together with an overall umbrella coverage of an additional \$3,000,000.00, or such higher limits for such combined single limit per occurrence, aggregate and overall umbrella amounts as is or may be reasonably required by Landlord based upon inflation, increased liability awards, Tenant's Permitted Use, recommendations of Landlord's mortgagee ("**Mortgagee**") or professional insurance advisors together with any additional coverages in amounts as such advisors deem advisable in connection with Tenant's Permitted Use. All insurance required to be maintained by Tenant shall be with responsible companies qualified to do business in Massachusetts and in good standing therein insuring Landlord (and, if requested, Landlord's lender(s) and/or ground lessor(s)) as additional insured, as well as Tenant, against injury to persons or damage to Property as provided. Tenant shall deposit with Landlord certificates for such insurance at or prior to the Rent Commencement Date, and thereafter no later than thirty (30) days prior to the expiration of any such policies, and all such insurance certificates shall provide that such policies shall not be canceled or modified in any material respect without at least thirty (30) days' prior written notice to each insured named therein, together with endorsements to the policy for Landlord as an additional insured and for the notice to Landlord.

17. **FIRE, CASUALTY - EMINENT DOMAIN**

Should a substantial portion of the Premises or of the Property of which the Premises is a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and Tenant may elect to terminate this Lease if: (a) Landlord fails to give written notice within sixty (60) days of its intention to restore Premises, or (b) Landlord fails to restore the Premises to a shell condition suitable for Tenant's fit-out within two hundred seventy (270) days after said fire, casualty or taking.

Landlord reserves, and Tenant grants to Landlord, all rights which Tenant may have for damages or injury to the Premises on account of any condemnation or taking by eminent domain, except that nothing herein shall limit Tenant's right to seek a separate award for damages to Tenant's fixtures, property or equipment provided the payment of which shall not reduce the award payable to Landlord.

18. **DEFAULT AND REMEDIES**

A. Landlord shall have the right to terminate this Lease in the event that any of the following occur (each a "**default**" or "**Default**" hereunder):

(a) Tenant (i) shall fail to maintain insurance as required under this Lease or comply with the Permits and Licenses or other Applicable Laws related to Tenant's Permitted Use or Landlord's Insurance is cancelled or (ii) shall fail to timely comply with the terms of Section 12, Section 19, Section 29.C. or Section 29.D. of this Lease, or (iii) shall fail to timely pay any installment of Rent or other sum herein specified and such failure shall continue for five (5) days after the due date hereof; (iv); shall have one or more Licenses and Permits suspended or revoked; or (v) Tenant's Institutional Lender terminates Tenant's account and Tenant does not have a replacement Institutional Lender within five (5) days of such termination.

(b) Tenant shall fail to observe or perform any of Tenant's covenants, agreements, or obligations hereunder other than a failure as set forth in clauses 18.A.(a) above and 18.A.(c) below, and such failure shall not be corrected within thirty (30) days after written notice ("**Non-Monetary Breach Notice**") thereof; or

(c) Tenant shall file a petition under any bankruptcy or insolvency or similar law, or if Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Tenant's property for the benefit of creditors.

B. Following a default by Tenant, Landlord shall have the right thereafter to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and/or to remove Tenant's effects, without prejudice to any rights or remedies hereunder, including, without limitation, which Tenant effects might be otherwise used for arrears of rent, other amounts due hereunder or in relation to other default(s) or otherwise as provided in Section 21 of this Agreement and/or to exercise such other rights and

remedies as may be available at law or in equity. If Tenant shall default under this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligation for the payment of money in connection with this Lease and/or default by Tenant under this Lease, including but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceedings applicable to this Lease, including, without limitation, Tenant's default hereunder or Tenant's use of the Premises, such sums paid or obligations incurred, with interest at the Default Rate shall be paid to Landlord by Tenant as Additional Rent upon demand. Tenant shall pay all Landlord's costs, including attorneys' fees, in enforcing, defending, collecting and/or interpreting Landlord's rights under this Lease.

In the event of a default by Tenant resulting in Landlord's termination of this Lease, Tenant shall immediately owe Landlord and shall pay Landlord upon written demand the following amounts ("**Termination Payment**"): (i) the total of all amounts then due from Tenant under this Lease; and (ii) the total of Base Rent and Landlord's estimate of Additional Rent which may become due under this Lease through the end of what would have been the Lease Term but for the early termination. In addition to the Termination Payment, Tenant shall pay Landlord upon written demand interest on the outstanding unpaid Termination Payment, until fully paid, at the Default Rate, plus all costs of collection and all costs to comply with Applicable Laws, including, without limitation, the Massachusetts Department of Public Health, in relation to the removal and disposal of any of Tenant's furniture, fixtures, equipment, personal property and inventory, including, without limitation, all marijuana remaining at the Premises. Provided Tenant timely otherwise pays and performs its obligations under this Lease, including, without limitation under clauses (i) and (ii) of this paragraph, the net rent, if any, Landlord collects for the Premises for the balance of what would have been the Term but for the early termination after first deducting all costs and expenses related to the Default and Landlord exercising its rights and remedies under this Lease, including, without limitation, leasing costs, brokerage commissions, improvement costs, reasonable legal fees and expenses, and other costs incurred by Landlord in connection with the replacement lease, shall be remitted to Tenant, if, as and when received by Landlord, up to but not exceeding the amount paid by Tenant under clause (ii) above. Landlord at Landlord's option may make such alterations, repairs, replacements and decorations at the Premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of re-letting the Premises, and the making of such alterations or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way for the failure or refusal to re-let the Premises or any parts thereof, nor shall such failure or refusal of Landlord to re-let the Premises release or affect Tenant's liability for damages, and further, if the Premises are re-let, Landlord shall in no event be liable in any way for the failure to collect the rents due under such re-letting, provided that Landlord acts in good faith.

This Section shall survive the expiration or earlier termination of this Lease.

19. **SECURITY DEPOSIT**

Upon signing this Lease, Tenant shall pay to Landlord a security deposit in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "**Security Deposit**"), which shall be held as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant, and upon Tenant's default or would be a Tenant default but for the giving of notice, passage of time or both, Landlord may appropriate and apply the Security Deposit as provided herein. Provided Tenant has maintained this Lease current and without default during the Term of this Lease, as it may be extended, the Security Deposit or so much of such Security Deposit, if any, as remains after Landlord applies the Security Deposit to Tenant's obligations under this Lease, shall be refunded to Tenant, without interest, within sixty (60) days after the expiration of this Lease, conditioned upon Tenant's satisfactory compliance with the conditions of this Lease. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant, and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. In the event of default by Tenant, or an event that would be a default but for the giving of notice, passage of time or both, in the payment of Base Rent or Additional Rent or other amounts payable by Tenant hereunder or the performance of any other obligations to be performed by Tenant hereunder, Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the entire Security Deposit or so much thereof as may be necessary to compensate Landlord, toward the payment of Rent or other charges payable by Tenant or any other sums or loss or damage sustained by Landlord due to such default on the part of Tenant, and Tenant shall forthwith upon demand restore the Security Deposit to the original sum deposited. No interest shall be payable on the Security Deposit, and Landlord has the right to commingle the Security Deposit with other funds of Landlord. It is understood and agreed that such Security Deposit is not to be considered as prepaid rent, nor shall Landlord's damages be limited to the amount of such Security Deposit.

20. **NOTICE**

Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof or otherwise relating to this Lease, shall be deemed duly served if left at the Premises or mailed by registered or certified mail, return receipt requested, postage prepaid (deemed served on the date received or rejected on the return receipt), or sent by recognized daytime or overnight delivery service addressed to Tenant at the Premises (deemed served on the date received or rejected on the records of the daytime or overnight delivery service). Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof, shall be deemed duly served if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid (deemed served on the date received or rejected on the return receipt), or sent by recognized daytime or overnight delivery service (deemed served on the date received or rejected on the records of the daytime or overnight delivery service) addressed to Landlord at such address as Landlord may from time to time advise Tenant in writing. All rent shall be paid to South I Realty

LLC and notices and rent shall be sent to Landlord at 825 Beacon Street, Suite No. 1, Newton, Massachusetts 02459 until notice is sent to Tenant to the contrary.

21. **EXPIRATION AND SURRENDER**

Tenant shall at the expiration or other termination of this Lease surrender and yield up the Premises and remove any Designated Removal Items and all Tenant's goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all personal property and trade fixtures and all signs and lettering affixed or painted by Tenant, either inside or outside the Premises) and shall repair any damage to the Premises caused by such removal. Tenant shall deliver to Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises (exclusive of the Designated Removal Items), all of which shall be in good condition, damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property and Designated Removal Items from the Premises promptly upon expiration or termination of the Lease, Landlord is hereby authorized, without liability to Landlord for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due thereunder, or to discard or destroy such property, without liability or accounting to Tenant. In addition to the foregoing, to the extent that Landlord is required to comply with Applicable Laws in relation to any goods and effects left behind by Tenant, including, without limitation, related to cannabis and cannabis related products, Tenant shall be responsible for all Landlord's costs and expenses related to such removal of Tenant's goods and effects.

22. **BROKERAGE**

Tenant represents to Landlord that no broker was involved in this Lease or the transaction contemplated hereby, and Tenant agrees to exonerate, indemnify, defend and hold harmless Landlord from and against all loss, cost and expense arising out of a breach of the foregoing representation.

23. **CONDITION OF PREMISES**

Tenant acknowledges that Tenant has inspected the condition of the Premises and that, Tenant is leasing the Premises in its "AS IS", "WHERE IS", WITH "ALL FAULTS" condition, without representation or warranty of any kind and that Landlord has no obligation to perform any renovations or improvements to the Premises. Any additions or improvements required to the Premises, access thereto and/or the Building on account of Tenant's particular business or operating requirements shall be subject to Landlord's approval in Landlord's sole but reasonable discretion, and shall be provided, paid for and maintained by Tenant in accordance with the terms hereof.

24. **LANDLORD LIABILITY AND DEFAULT**

The obligations of Landlord hereunder shall be binding upon Landlord and each succeeding owner of Landlord's interest hereunder only during the period of such ownership, and Landlord and each succeeding owner shall have no liability whatsoever except for its obligations during each such respective period. Recourse against Landlord

under or on account of this Lease shall be limited to Landlord's interest in the Property; in no event may Tenant or any other party seek or obtain recourse to or from the assets of any manager, member, beneficiary or partner of Landlord or any employee, officer, director, shareholder, member or beneficiary of Landlord, its manager, managing agent or their respective successors and assigns. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be liable to Tenant or any other party for indirect, consequential, special or punitive damages. Notwithstanding anything to the contrary contained in this Lease, Landlord's and Tenant's obligations under this Lease are independent of each other, and, without limiting the generality of the foregoing, Tenant acknowledges that its covenant to pay Base Rent and Additional Rent hereunder is independent of Landlord's obligations hereunder, and that in the event that Tenant shall have a claim against Landlord, Tenant shall not have the right to deduct the amount allegedly owed to Tenant from any Base Rent or Additional Rent due hereunder, it being understood that Tenant's sole remedy for recovering upon such claim shall be to bring an independent legal action against Landlord.

Landlord shall not be deemed in default hereunder unless and until Landlord receives written notice of default and such default continues without cure for thirty (30) days or such additional time as is required to effect cure provided Landlord has then commenced and thereafter reasonably diligently pursues cure. Landlord's liability to maintain and repair shall always be limited to the cost of making such repair or accomplishing such maintenance.

25. **TENANT REQUEST FOR REVIEW, APPROVAL OR OTHER ACTION**

If Tenant requests Landlord's approval or any other action by Landlord hereunder (except a request for a Landlord required action under Section 9.B.), including, without limitation, consent to an assignment or sublease, or any other document is requested or any issue arises which in the reasonable opinion of Landlord requires review by Landlord's counsel, Tenant shall pay Landlord's attorneys' fees.

26. **ENVIRONMENTAL HAZARDS**

As used in this Lease, the term "**Hazardous Material**" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under applicable laws pertaining to the protection of the environment or governing the use, release, storage, generation or disposal of Hazardous Materials, whether now existing or hereafter enacted or promulgated ("**Hazardous Materials Laws**"). Tenant and those acting by, through or under Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises, Building or any other portion of the Property nor exacerbate any existing condition at the Premises or other portions of the Building or the Property that causes such condition to no longer comply with Hazardous Materials Laws; provided, however, Tenant shall be permitted to have customary cleaning materials and materials for computer, copier and telecopier machines so long as such materials are in small quantities, maintained in a safe manner and used both as directed and pursuant to

applicable law. Tenant shall exonerate, indemnify, defend and hold Landlord harmless from and against any and all actions (costs, claims, damages, including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment), liabilities or losses arising from a breach of this prohibition by Tenant or those acting on Tenant's behalf or those acting by, through or under Tenant. This Section shall survive the expiration or earlier termination of this Lease.

27. **SIGNAGE**

Tenant shall be permitted at its sole cost and expense to install one (1) exterior sign on the Building in the location of a prior Tenant's sign ("**Existing Sign**") in compliance with this Section. The design, layout and construction of the sign shall be subject to Landlord's approval, which approval shall not be unreasonably withheld provided the sign is aesthetically pleasing, consistent with the then current signage program at the Property, and in compliance with all applicable codes and ordinances, without the application of any variances or special permits. Tenant shall be responsible, at its sole cost and expense, to obtain all required sign permits from the city or town in which the Property is located and to remove the Existing Sign and install its sign initially and to maintain the sign in good and first-class condition at all times. Before affixing the sign to the Building, Tenant shall submit a final plan of the sign to Landlord for its prior written approval.

28. **HOLDOVER**

If the Tenant fails to vacate, yield-up, restore, surrender and deliver the Premises as required by the terms of this Lease on or before the expiration of this Lease at the end of the Term, or sooner following an early termination as provided for herein, such failure shall be deemed a holding over and shall not be deemed to create any tenancy, but the Tenant shall be a Tenant at Sufferance only subject to all of the Tenant obligations set forth herein, but at a daily rate equal to two (2) times the Base Rent, then payable under the Lease just prior to such holding over, and Additional Rent and other charges provided for under this Lease. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a Tenant at Sufferance only, at the aforesaid daily rate. Tenant shall also pay to Landlord all costs, expenses and damages, direct and/or indirect, sustained by Landlord by reason of any such holding over, including without limitations, attorneys' fees and expenses. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

29. **OTHER PROVISIONS**

- A. Tenant shall be responsible at its sole cost and expense, to arrange for regular trash removal from an established, commercial trash removal company and a company legally qualified to handle, transport and dispose of cannabis waste in compliance with Applicable Laws, including, without limitation, any agency or governmental authority overseeing the medicinal use of cannabis. Tenant's dumpster shall be not larger than a so-called "two yard dumpster" and shall be

maintained and secured in an area designated by Landlord. Tenant shall maintain the area around such dumpster in a neat and clean condition and in compliance with all Applicable Laws, including, without limitation, Board of Health requirements.

- B. Tenant acknowledges that the parking for Tenant and its invitees available on the Property is to be used in common with other tenants at the Property, on an "as available," "first come," "first serve" basis, at Tenant's sole risk and without liability or cost to Landlord. No parking by Tenant or its invitees is permitted at the Property between midnight and 6:00 a.m. daily.
- C. Tenant will not permit any abandonment of the Premises. Tenant agrees to remain open for business only during the hours permitted by Applicable Laws and permitted by its Licenses and Permits but not earlier than 6:00 a.m. nor later than 10:00 p.m. daily. Tenant's failure to conduct business at the Premises for a period of thirty (30) consecutive days or more, for any reason other than on account of casualty or condemnation or repair and renovation of the Premises approved by Landlord, shall, at Landlord's option, be a default hereunder.
- D. Within five (5) days after request by Landlord, Tenant will promptly complete an estoppel letter and/or subordination, non-disturbance and attornment agreement ("SNDA") in forms requested by Landlord to confirm the status of this Lease and subordination pursuant to Section 13 hereof. Failure of Tenant to timely sign and complete the required estoppel and/or SNDA shall, at Landlord's election, be a default under this Lease and, in all events, Landlord shall then be authorized to sign the estoppel letter and/or SNDA as Tenant's agent and the information and agreements therein shall be binding upon Tenant provided it is signed by Landlord in good faith.
- E. Tenant shall abide by all reasonable rules and regulations adopted by Landlord from time to time provided they are enforced or waived by Landlord in a non-discriminatory manner in relation to tenants similarly situated at the Property.
- F. No other agreements or representations have been made by either party except as expressly contained in this Lease. The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation or an 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 may be modified or altered only by agreement in writing 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.
- G. Recording of this Lease or a copy of this Lease shall be a default; however, if the Term of the Lease totals seven (7) years or longer, at Tenant's request, Landlord agrees to execute Landlord's form of a Notice of Lease for recording at Tenant's expense, with a copy thereof following recording to be delivered promptly by Tenant to Landlord.

- H. The covenants and agreements of Landlord and Tenant shall be binding upon and inure to the benefit of each of them and their respective successors and assigns. No covenant, agreement or liability of any one party as Landlord, shall be binding upon another owner of the Property except for defaults occurring or incurred during such owner's period of ownership of the Property.
- I. For all purposes, Tenant and all guarantors, if any, hereby agree and consent that jurisdiction for any litigation with respect to this Lease and/or enforcement or compliance by or against any of the parties shall be exclusively commenced and processed within the State Courts of the Commonwealth of Massachusetts, and Tenant hereby consents to venue in the counties of Norfolk, Middlesex and/or Suffolk. For all purposes, rules applicable to addresses for service of process for Landlord, Tenant and/or guarantors shall be as required under the Notice provisions of this Lease.
- J. If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, the term, "**Landlord**" and "**Tenant**" mean the entities named above as Landlord and Tenant respectively, together with their respective successors and assigns, subject to Landlord's consent to any Tenant assignment as set forth herein.
- K. Tenant represents and warrants that Tenant is a corporation duly organized and in good standing under the laws of the Commonwealth of Massachusetts, and the person or persons executing this Lease on behalf of Tenant has full right, power and authority to execute and deliver this Lease, and upon such execution and delivery, this Lease shall be binding upon Tenant. Simultaneously with the execution hereof, Tenant shall deliver to Landlord a Clerk's Certificate in the form of Exhibit C.
- L. The headings herein contained are for convenience and shall not be construed a part of this Lease. Tenant's exoneration, indemnity, defend and hold harmless obligations under this Lease shall survive the termination of this Lease.
- M. This Lease shall be construed under and be governed by the laws of the Commonwealth of Massachusetts.
- N. If any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected. The enumeration of specific examples of a general provision shall not be construed as a limitation of the general provision. This Lease is executed as a sealed instrument and in multiple counterparts, or may be separately executed and assembled as a counterpart, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. A signed counterpart sent by telecopy or as a .pdf by email shall be deemed an original and legally binding on the party signing. Time is of the essence of the obligations of the parties to be performed within a specific time frame in this Lease.
- O. Landlord shall not be deemed to have waived, obligated itself to defer, consented to or granted any postponement to or for Tenant's performance of its obligations

under this Lease, unless and until an agreement in writing for such waiver, deferral, consent or postponement has been signed by Landlord. Further, no postponement or delay by Landlord in pursuing collection and/or enforcement of Tenant's obligations under this Lease shall excuse Tenant's subsequent and/or continuing responsibility therefor, whether with respect to prior, then current or future such obligations. No modification or amendment to this Lease shall be valid or binding unless and until in writing and signed by the party against whom enforcement thereof may be sought.

- P. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due Landlord from Tenant shall be deemed to be anything but payment on account, and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon a letter accompanying said check, that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy.
- Q. Tenant and Landlord hereby waive, to the fullest extent permitted by law, any present or future right to trial by jury in any action or proceeding relating directly or indirectly to or arising out of this Lease or in any manner relating to the Premises, the Building or the Property. This waiver of right to trial by jury is given knowingly and voluntarily by Landlord and Tenant.
- R. Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business ("OFAC List"). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant's identity or to comply with any applicable legal requirement.
- S. To the extent that Landlord determines that it is necessary as a result of an emergency, legal requirements or unsafe condition, to perform an obligation that is Tenant's obligation in the first instance pursuant to this Lease, then Landlord may, at its option, require Tenant to pay Landlord the cost of Landlord's performance as follows (such payment by Tenant to Landlord shall be Additional Rent hereunder): (i) pay the estimated cost in advance within five (5) days of notice from Landlord to Tenant, either in one lump sum or periodic payments at Landlord's election, with Landlord permitted to increase the required periodic payments by Tenant based upon the increased costs, and in all events with Tenant obligated to reimburse Landlord within five (5) days of written notice if Landlord's cost exceeds the estimate; (ii) pay any contractor(s) chosen by

Landlord within the timeframe chosen by Landlord or (iii) make payment on account of Landlord's cost in any other manner as Landlord reasonably elects.

- T. Tenant covenants and agrees to keep the rental rate(s), the Term and other financial and business terms, and the form of this Lease (collectively, "**Confidential Information**") completely confidential; provided, however, that (i) such Confidential Information may be disclosed by Tenant to those of its officers, employees, attorneys, accountants, lenders and financial advisors who need to know such information in connection with Tenant's use and occupancy of the Premises and for financial reporting and credit related activities (it being understood that Tenant shall inform its representatives of the confidential nature of the Confidential Information and that such representatives shall be directed by Tenant, and shall each expressly agree, to treat such Confidential Information confidentially in accordance with the terms of this Section), and (ii) unless if required by applicable law or pursuant to court order, any other disclosure of such Confidential Information may only be made if Landlord consents in writing prior to any such disclosure.
- U. All inventory, equipment, goods, merchandise, furniture, fixtures and property of every kind which may be on or about the Premises shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the use or abuse of water or by the leaking or bursting of water pipes, or by rising water, or by roof or other structural leak, or in any other way or manner, no part of such loss or damage shall be charged to or borne by Landlord in any case whatsoever, except the foregoing shall not exculpate Landlord from its own negligent acts or omissions. Tenant agrees to maintain full and adequate insurance coverage on all of its property at the Premises, and such insurance on Tenant's property shall contain a waiver of subrogation clause in favor of Landlord, or shall name Landlord as an additional insured for the sole purpose of preventing a subrogation claim against Landlord.
- V. To the extent that the Rent Commencement Date has not occurred by June 30, 2018 ("**Outside Date**"), then Landlord or Tenant shall have the right to terminate this Lease upon ten (10) days prior written notice to the other ("**Ten Day Notice Period**"), and this Lease shall terminate ten (10) days following the Ten Day Notice Period.
- W. In consideration of Landlord entering into this Lease, the Guarantors have executed the Guaranty attached hereto.

[Remainder of page intentionally left blank]

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Tenant, and shall each expressly agree, to treat such Confidential Information confidentially in accordance with the terms of this Section), and (ii) unless if required by applicable law or pursuant to court order, any other disclosure of such Confidential Information may only be made if Landlord consents in writing prior to any such disclosure.

U. All inventory, equipment, goods, merchandise, furniture, fixtures and property of every kind which may be on or about the Premises shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the use or abuse of water or by the leaking or bursting of water pipes, or by rising water, or by roof or other structural leak, or in any other way or manner, no part of such loss or damage shall be charged to or borne by Landlord in any case whatsoever, except the foregoing shall not exculpate Landlord from its own negligent acts or omissions. Tenant agrees to maintain full and adequate insurance coverage on all of its property at the Premises, and such insurance on Tenant's property shall contain a waiver of subrogation clause in favor of Landlord, or shall name Landlord as an additional insured for the sole purpose of preventing a subrogation claim against Landlord.

V. To the extent that the Rent Commencement Date has not occurred by June 30, 2018 ("Outside Date"), then Landlord or Tenant shall have the right to terminate this Lease upon ten (10) days prior written notice to the other ("Ten Day Notice Period"), and this Lease shall terminate ten (10) days following the Ten Day Notice Period.

W. In consideration of Landlord entering into this Lease, the Guarantors have executed the Guaranty attached hereto.

[Remainder of page intentionally left blank]

Executed under seal as of December 7, 2017.

LANDLORD:

TENANT:

SOUTH I REALTY LLC

NEW ENGLAND CANNABIS
CORPORATION

By: Investment Properties Ltd., its Manager

By:

By:

Name:
Title:

Kenneth Stevens, its President
Duly Authorized

Duly Authorized

and

By:

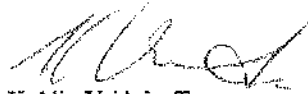

Kuldeep Vaid, its Treasurer
Duly Authorized

Exhibit A

Plan of the Premises

The Premises are shown on the plan attached as "1152", which plan is a sketch and not to scale.

Exhibit A

Plan of the Premises

The Premises are shown on the plan attached as "1152", which plan is a sketch and not to scale.

Exhibit B

Tenant's Work

Subject to and conditioned upon Landlord's review and approval of Tenant's plans and specifications as provided in this Lease, Tenant shall, at its sole cost and expense, (a) perform all work necessary at the Premises for Tenant to open for business, including, without limitation, work necessary for the Premises to comply with all Applicable Laws, including related to ADA compliance, access to the Premises and installation of all life safety systems, including, without limitation, required fire suppression systems, (b) complete all other work on the Building caused by Tenant's Work on the Property, (c) install Tenant's permitted signage, (d) install Tenant's equipment and fixtures and (e) furnish all labor and materials required for installation of the foregoing items pursuant to the requirements of this Lease.

Exhibit C

Clerk's Certificate

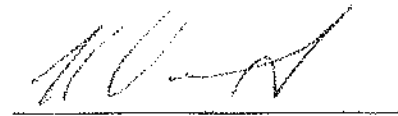
The undersigned hereby certifies that he is the Clerk of New England Cannabis Corporation, a Massachusetts non-profit corporation, and that the execution and delivery of the foregoing Lease by Kenneth Stevens, the President of the Corporation and Kuldip Vaid, the Treasurer of the Corporation, have been duly authorized by all necessary votes and actions of the Corporation which are in full force and effect as of this day and that Kenneth Stevens and Kuldip Vaid have in fact signed the foregoing Lease.

ATTEST

Kuldip Vaid, Clerk

Dated as of _____, 2017

ATTEST



Kuldip Vaid, Clerk

Dated as of 12/22, 2017

GUARANTY

FOR VALUE RECEIVED, and as an inducement to South I Realty LLC, a Massachusetts limited liability company as "Landlord," to enter into the foregoing lease (the "Lease") with New England Cannabis Corporation, a Massachusetts non-profit corporation, as "Tenant" for premises at 1152 Beacon Street, Newton, Massachusetts, and in consideration of the Lease, the undersigned, jointly and severally (collectively, the "Guarantor" or "Guarantors"), unconditionally guarantee the full payment and performance and observance of all the covenants, conditions and agreements therein provided to be paid, performed and observed by Tenant and Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant (including, but not limited to, any consent given to sublet or assign) or by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by the relief of the Tenant from any of Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted).

Guarantor is materially benefited by the Lease and Landlord's execution of the Lease constitutes good, valuable and sufficient consideration for Guarantor's execution of this Guaranty. The undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease.

The Guarantor hereby waives all suretyship defenses, defenses in the nature thereof, all notices and demands, all rights of subrogation against Tenant or with respect to the security deposit, and acceptance hereof. The Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, extension or amendment of this Lease, whether or not the Guarantor shall have received any notice of, or consented to such renewal, modification, extension or amendment. The Guarantor further agrees that all liability under this Guaranty shall be primary, and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at Landlord's option, notwithstanding any prior waiver or indulgences, proceed against the Guarantor and the Tenant, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Tenant.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach. The Guarantor expressly agrees to be bound by all of the terms of the Lease including any renewal, modification, extension or amendment thereof.

No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of the Guarantor under this Guaranty; and wherever reference is made to the liability of the Tenant named in the Lease, such reference shall be deemed likewise to refer to the Guarantor.

GUARANTY

FOR VALUE RECEIVED, and as an inducement to South I Realty LLC, a Massachusetts limited liability company as "**Landlord**," to enter into the foregoing lease (the "**Lease**") with New England Cannabis Corporation, a Massachusetts non-profit corporation, as "**Tenant**" for premises at 1152 Beacon Street, Newton, Massachusetts, and in consideration of the Lease, the undersigned, jointly and severally (collectively, the "**Guarantor**" or "**Guarantors**"), unconditionally guarantee the full payment and performance and observance of all the covenants, conditions and agreements therein provided to be paid, performed and observed by Tenant and Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant (including, but not limited to, any consent given to sublet or assign) or by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by the relief of the Tenant from any of Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted).

Guarantor is materially benefited by the Lease and Landlord's execution of the Lease constitutes good, valuable and sufficient consideration for Guarantor's execution of this Guaranty. The undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease.

The Guarantor hereby waives all suretyship defenses, defenses in the nature thereof, all notices and demands, all rights of subrogation against Tenant or with respect to the security deposit, and acceptance hereof. The Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, extension or amendment of this Lease, whether or not the Guarantor shall have received any notice of, or consented to such renewal, modification, extension or amendment. The Guarantor further agrees that all liability under this Guaranty shall be primary, and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at Landlord's option, notwithstanding any prior waiver or indulgences, proceed against the Guarantor and the Tenant, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Tenant.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach. The Guarantor expressly agrees to be bound by all of the terms of the Lease including any renewal, modification, extension or amendment thereof.

No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of the Guarantor under this Guaranty; and

wherever reference is made to the liability of the Tenant named in the Lease, such reference shall be deemed likewise to refer to the Guarantor.

The Guarantor agrees at any time and from time to time, upon not less than ten (10) days' prior written request by Landlord, to deliver to Landlord current financial statements in form satisfactory to Landlord.

Guarantor hereby agrees that in any action seeking to enforce this Guaranty or otherwise arising hereunder, service of process shall be made upon the Guarantor at the Guarantor's address listed below.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then the Guarantor shall be deemed, jointly and severally, to be the Tenant under the Lease with the same force and effect as if the Guarantor were expressly named a joint tenant therein.

All notices permitted or required to be given hereunder shall be in writing and delivered in accordance with the provisions of the Lease with any notice to Guarantor addressed to the Guarantor at the address set forth below, sent by certified or registered mail, return receipt requested or by recognized overnight carrier or daytime delivery service.

Guarantor agrees to pay Landlord in addition to obligations of Tenant under the Lease, all costs and expenses, including, without limitation, reasonable legal fees and costs incurred by Landlord in seeking collection of, in defending and/or enforcing this Guaranty, and in amending, modifying, terminating or otherwise dealing with this Guaranty, and to pay interest, after demand, on all sums due and payable under this Guaranty, at the rate of one and one-half (1½%) percent per month.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the successors and assigns of the Landlord, and shall be binding upon the successors, including but not limited to the estate, or any administrator of the estate of the Guarantor, heirs, personal representatives and assigns of the Guarantor. Upon the death of the Guarantor, if Guarantor is a natural person, this Guaranty shall continue against Guarantor's estate as to all of the obligations, including that portion incurred or arising after the death of the Guarantor and shall be provable in full against Guarantor's estate, whether or not the obligations are then due and payable. If this Guaranty is signed by more than one person, then all of the obligations of Guarantor arising hereunder shall be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors and assigns.

As an inducement to Landlord to enter into the Lease, Guarantor hereby represents and warrants that: (i) Guarantor is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "**Specially Designated National and Blocked Person**" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to

as a "**Prohibited Person**"; (ii) Guarantor is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Guarantor (and any person, group, or entity which Guarantor controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Guaranty or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Guarantor of the foregoing representations and warranties shall be deemed a default by Guarantor hereunder and shall be covered by the default provisions of this Guaranty, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Guaranty.

This Guaranty shall be construed and interpreted under the laws of the Commonwealth of Massachusetts. Guarantor agrees that (a) jurisdiction for any legal process taken with respect to this Guaranty and/or enforcement or compliance by or against the Guarantor shall be exclusively commenced and processed within the State Courts of Middlesex or Suffolk Counties of the Commonwealth of Massachusetts, and (b) Guarantor submits to such jurisdiction.

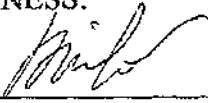
The Guarantor warrants and represents to Landlord that the Guarantor has no claims, setoffs, deductions nor offsets against Landlord.

If more than one person executes this Guaranty, all obligations shall be joint and several, all references to the singular shall include the plural wherever the context permits, and the waiver of suretyship defenses made above shall extend as between or among Guarantors as well as between Guarantor and Tenant.

- continued on next page -

EXECUTED as a sealed instrument as of December 7, 2017.

WITNESS:



GUARANTORS:



Kenneth Stevens, individually

Address: 6 Dogwood Road

Weston, Massachusetts 02493

Social Security No.: 547-39-4095

and

WITNESS:

Kuldip Vaid, individually

Address: 186 Meadowbrook Road

Weston, Massachusetts 02493

Social Security No.: _____

all references to the singular shall include the plural wherever the context permits, and the waiver of suretyship defenses made above shall extend as between or among Guarantors as well as between Guarantor and Tenant.

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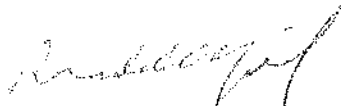
Weston, Massachusetts

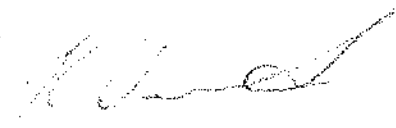
02493

Social Security No.:

and

WITNESS:


Kenneth L. Stevens



Kuldip Vaid, individually

Address: 186 Meadowbrook Road

Weston, Massachusetts

02493

028-54-2086

Social Security No.:

Amendment to Purchase and Sale Agreement

Seller: 29 Everett LLC

Buyer: New England Health Solutions, Inc.

Property: 29 Everett Street, Holliston, MA

Purchase and Sale Agreement Dated September 14, 2017

The above parties hereby agree that the name of the Buyer in the above-referenced Agreement is changed at Buyer's request from New England Health Solutions, Inc. to 29 Everett Street, LLC, a Massachusetts Limited Liability Company with an address 156 Diablo Road, 300, Danville, CA 94526. 29 Everett Street, LLC is a nominee of New England Health Solutions, Inc. This is a by right change of the name of the Buyer as permitted under paragraph 3(a) of the above-referenced Purchase and Sale Agreement.

SELLER

29 EVERETT LLC

By: 
Lawrence A. Gordon, Manager

BUYER

NEW ENGLAND HEALTH
SOLUTIONS, INC.

By: 
Kenneth Stevens, President

BUYER

29 Everett Street, LLC

By: 
Kenneth V. Stevens, Manager

From the Office of:

Seder & Chandler, LLP
339 Main Street
Worcester, Massachusetts 01608

PURCHASE AND SALE AGREEMENT

This 14th day of September, 2017.

1. **PARTIES.** 29 Everett LLC, a Massachusetts limited liability company with an address of 135 Constitution Boulevard, Franklin, Massachusetts 02038 (the "Seller"), agrees to sell and New England Health Solutions, Inc., a Massachusetts not-for-profit corporation with an address of 6 Dogwood Road, Weston, Massachusetts 02493 (the "Buyer"), agrees to buy, upon the terms hereinafter set forth, the following-described premises:

2. **PROPERTY TO BE CONVEYED.** The land (the "Land") with the building thereon known as and located at 29 Everett Street, Holliston, Massachusetts, further described in **Exhibit "A"** attached hereto. Being the same premises described in the deed recorded with the Middlesex (South) District Registry of Deeds in Book 34993, Page 28 (the "Premises"), together with all:

(a) buildings, fixtures and other improvements located on the Land (the "Buildings");

(b) easements, rights, interests, claims and appurtenances, if any, in any way belonging or appertaining to the Land;

(c) right, title and interest of the Seller, if any, in and to all adjoining streets, alleys and other public ways;

(d) personal property relating to the operation, maintenance, or repair of the property and the structure that is located on the Premises on the date of this Agreement;

(e) assignable contracts, permits, approvals, warranties and licenses relating to the land or the Building (the "Contracts"); and

The Land, the Buildings, and the rights and interests described in subparagraphs (a) through (e) above, are hereinafter referred to collectively as the "Premises."

3. TITLE DEED.

(a) The Premises is to be conveyed by a good and sufficient Massachusetts quitclaim deed (the "Deed") running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the Deed is to be delivered as herein provided. The Deed shall convey a good and clear record and marketable title to the Premises, free from encumbrances, except:

- (i) Such real estate taxes for the then-current fiscal year as are not due and payable on the date of the delivery of the Deed;
- (ii) Any liens for municipal betterments assessed after the date of this Agreement. Seller is not aware of any municipal betterment assessments under consideration by the Town of Holliston which will affect the premises;
- (iii) The Permitted Exceptions defined below.

(b) The following matters shall for all purposes constitute Permitted Exceptions ("Permitted Exceptions") to title to the Premises:

- (i) the state and quality of the Seller's title to the Premises, and defects therein and exceptions thereto, in any case if any, as exist as of the date hereof (the "Title Examination Date"), but only to the extent not raised as objections by the Buyer's Title Notice as defined below;
- (ii) liens for real estate taxes and assessments due and payable after the Closing Date;
- (iii) any liens and encumbrances arising from and after the Title Examination Date to which the Buyer has consented in writing, or which result from the acts or omissions of the Buyer, or any agent, employee, or independent contractor of the Buyer;
- (iv) existing building, land use and zoning laws and by-laws;
- (v) any liens for municipal betterments assessed after the date of this Agreement; and
- (vi) any other easements, restrictions or agreements that do not materially interfere with the Buyer's intended use of the Premises for registered dispensary for the sale and cultivation of marijuana and related products ("Buyer's Intended Use").

(c) The Buyer shall complete a title review of the Premises, at Buyer's expense, and give written notice to the Seller by the forty-fifth (45th) day after the date hereof (the "Title Notification Date") of any title matters that materially interfere with the Buyer's Intended Use, or which are not acceptable to the Buyer in the Buyer's reasonable discretion (the "Title Notice"), it being agreed that the matters set forth in subparagraphs 3(a)(ii) through (vi) above are acceptable to the Buyer and are deemed to be Permitted

Exceptions. Except for those matters arising after the Title Examination Date, any matter not set forth in the Title Notice shall be deemed to be a Permitted Exception. In the event that the Title Notice sets forth title matters not acceptable to the Buyer, then the Seller (subject to the limitations regarding the Seller's obligation to cure title objections) shall use reasonable efforts to remedy the title matters raised by the Buyer in the Title Notice. The Buyer's failure to provide the Title Notice on or before the Title Notification Date shall be deemed a waiver by the Buyer of the Buyer's rights to object to matters of title existing as of the Title Examination Date and the Buyer shall be deemed to have waived the Buyer's right to a return of the Deposit solely on the basis of unsatisfactory title matters existing as of the Title Examination Date.

(d) The Buyer shall be entitled to an inspection of the Premises prior to the Closing to determine whether the condition thereof complies with the terms of this subsection.

4. **BILL OF SALE.** The Deed shall be considered for all purposes also to be a bill of sale relating to any and all personal property (the "Personalty"), if any, referred to in paragraph 2 of this Agreement, which is now located in the Premises and intended to be included with the sale thereof in accordance with the provisions of this Agreement. No damage or loss to the Personalty (if any) shall affect the obligations of the parties hereunder with respect to the purchase and sale of said real estate comprising the Premises (provision for damage of or loss to which real estate is made in this Agreement).

5. **PLANS.** If the Deed refers to a plan necessary to be recorded and/or registered therewith the Seller shall deliver such plan with the Deed in form adequate for recording and/or registration and shall pay the cost of recording and/or registering.

6. **REGISTERED TITLE.** In addition to the foregoing, if the title to the Premises is registered, the Deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of the Premises, and the Seller shall deliver with the Deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

7. **TITLE STANDARDS.** In any dispute as to the existence or nonexistence of a defect in the title to the Premises, the title standards formulated by the Massachusetts Real Estate Bar Association shall be determinative.

8. **PURCHASE PRICE.** The agreed purchase price for the Premises is **THREE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$3,225,000.00)** (the "Purchase Price"), of which:

\$ 150,000.00	is to be paid upon signing this Agreement
\$3,075,000.00	is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s)
<u>\$3,225,000.00</u>	TOTAL

9. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** The Deed is to be delivered at the Buyer's attorney's office or Lender's attorney's office with Buyer to give Seller at least three days' notice of change of location at ten o'clock (10:00) A. M. on that date which is thirty (30) days after the date of Seller's receipt of a Notice to Close delivered by the Buyer to the Seller, unless otherwise agreed upon in writing. Such Notice to Close shall be delivered, if at all, prior to the expiration of the Buyer's Due Diligence Period described at Section 15 of this Agreement, as such period may be extended as provided herein. Time is of the essence of this Agreement. The Buyer shall have the option of changing the time of day for the closing provided the closing is on the above date.

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the Deed the Premises does not conform with the provisions hereof, the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder and the time for performance hereof shall be extended for a period of thirty (30) days (the "Extended Time").

11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.** If, at the expiration of the Extended Time, the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage encumbering the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto.

12. **BUYER'S ELECTION TO ACCEPT TITLE.** The Buyer shall have the election, at either the original or any Extended Time for performance, to accept such title as the Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this paragraph, if the Premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the Premises to its former condition either:

- (i) pay over or assign to the Buyer, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration; or
- (ii) if a holder of a mortgage encumbering the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to its former condition or to be so paid over or assigned, give to the Buyer a credit against the Purchase Price, on delivery of the Deed, equal to said

amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

13. **ACCEPTANCE OF DEED.** The acceptance and recording of the Deed by the Buyer or Buyer's nominee as the case may be, shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of the Deed.

14. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded within a reasonable time after the delivery of the Deed. Discharges of private mortgages shall be delivered to Buyer at closing.

15. BUYER'S DUE DILIGENCE PERIOD.

(a) During the period (the "Due Diligence Period") commencing on the date of this Agreement and terminating on the earlier to occur of (i) the sixtieth (60th) day after the date of this Agreement (the "Due Diligence Termination Date"); or (ii) delivery by the Buyer to the Seller of a Due Diligence Termination Notice (as hereinafter defined), the Buyer, Buyer's employees, agents and independent contractors shall have the right to enter upon the Premises for the purposes of conducting, at the Buyer's expense, such studies, surveys, inspections and tests pertaining to the condition of the Premises as the Buyer desires to conduct. Without limiting the generality of the foregoing, the Buyer shall have the right to enter upon the Premises for the purpose of conducting any lawful inspections, tests or audits that the Buyer desires to conduct (the above-referenced studies, surveys, inspections, tests and audits being hereinafter collectively referred to as the "Studies"). The cost of the Studies shall be borne by the Buyer.

(b) The Buyer shall indemnify, protect and save the Seller, and hold the Seller forever harmless, from and against, and reimburse the Seller for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, court costs and attorneys' and paralegals' fees and expenses) which may be imposed upon, asserted against or incurred or paid by the Seller, or for which the Seller may become obligated or liable, by reason of, on account of or in connection with the Buyer's or Buyer's employees', agents' and independent contractors' access to, entry upon or use of the Premises or the performance of any of the Studies, including, without limitation, any such liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses by reason of: (i) any injury to or death of persons or loss of or damage to Premises; (ii) the performance of any labor or services for the account or benefit of the Buyer with respect to the Premises; or (iii) the release, escape, discharge, emission, spillage, seepage or leakage on or from the Premises of any hazardous or toxic waste or substance, provided that in no event shall the Buyer be required to indemnify the Seller with respect to any liability caused by any act or omission of the Seller or any agent or employee of the Seller or for which the Seller is legally responsible or for any liability arising from the condition of the Premises specifically including the presence of oil or any hazardous waste or substance thereon.

(c) If the Buyer fails to purchase the Premises, to the extent possible, the Buyer forthwith shall restore the Premises to the condition that it was in immediately prior to the commencement of the Studies, and the Buyer shall make available to the Seller copies of all such Studies, at no cost to Seller. The delivery of such Studies shall be a condition precedent to Seller's return of Buyer's Deposit.

(d) The Seller has provided to the Buyer access to and the option to copy all reports, investigations, relevant correspondence and plans, if any, in the Seller's possession (collectively, the "Reports") relating to the Premises. The Buyer acknowledges and agrees that: (i) said Reports have been delivered to the Buyer solely as an accommodation to the Buyer; (ii) if the Buyer chooses to rely on the Reports, then any

such reliance shall be at the Buyer's own risk, and not at the risk of the Seller; (iii) the Seller has not made any representation or warranty, expressed or implied, regarding whether the information contained in the Reports is accurate or complete, or whether the Seller agrees with any conclusions contained therein, and (iv) the Buyer warrants and represents that Buyer shall not assert any claims against the Seller on account of any reliance by the Buyer on any such Reports, and that the Seller and its successors and assigns, are hereby released, remised, and forever discharged from any and all claims of the Buyer arising out of or in any way related to said Reports.

(e) If the Buyer is not satisfied with the results of Buyer's due diligence review of the Premises, the Buyer shall have the right, on or prior to 5:00 p.m. on the Due Diligence Termination Date, to terminate the Buyer's obligation hereunder to purchase the Premises, said right to be exercised by providing the Seller with written notice (the "Due Diligence Termination Notice") of the Buyer's election not to proceed with the consummation of the purchase and sale transaction contemplated by this Agreement. To be effective, any such Due Diligence Termination Notice must: (i) be received (or be deemed to be received pursuant to paragraph 32 hereof) by the Seller on or prior to 5:00 p.m. on the Due Diligence Termination Date; and (ii) clearly state therein that it is intended to constitute a "Due Diligence Termination Notice" as contemplated by this subsection. Upon receipt by the Seller of a proper Due Diligence Termination Notice as aforesaid, the respective obligations contained herein of the Seller and the Buyer to sell and purchase (as applicable) the Premises shall forthwith terminate and be of no further force and effect, and, except as otherwise provided herein, the Seller and the Buyer shall be released and discharged from all further obligation and liability under this Agreement, except that the Seller shall cause the Deposit (as hereinafter defined) to be promptly returned to the Buyer, and except for the Buyer's covenants and agreements contained in this paragraph 15, and any other covenants and agreements of the parties which by the specific terms of this Agreement are stated to survive any expiration or termination of this Agreement. In the event that a proper Due Diligence Termination Notice is not given to the Seller on or prior to the Due Diligence Termination Date, then for all purposes of this Agreement the condition of the Premises shall conclusively be deemed acceptable to the Buyer.

(f) The Buyer shall treat all information obtained by the Buyer pursuant to the terms of this Agreement as strictly confidential, shall not disclose any such information to any other person other than the Buyer's accountant and attorney who agree to treat all such material as confidential, and shall not use any such information for any purpose other than the investigation of the Premises so as to confirm its acceptability for purchase hereunder. If, for any reason, the Buyer terminates this Agreement, the Buyer shall promptly return to the Seller the originals and all copies of all material relating to the Premises furnished to the Buyer pursuant to this Agreement and shall not make or retain any copies thereof.

The acknowledgments, obligations and indemnity covenants of the Buyer set forth in this paragraph 15 shall survive the Closing or any expiration or termination of this Agreement.

16. PERMITTING/ LICENSING CONTENGENCIES.

The Buyer's obligations under this Agreement are expressly conditioned upon satisfaction of the following contingencies.

The Seller acknowledges that Buyer's Intended Use of the Premises is a Medical Marijuana Treatment Center as defined at 105 CMR 725, including the cultivation and sale of marijuana and marijuana-related products. In order to develop the Premises for the Buyer's Intended Use, the Buyer will require Site Plan Approval from the Holliston Planning Board (the "Planning Board"), a Host Community Agreement with the Town of Holliston, Massachusetts pursuant to MGL c. 44 §53A (the "Host Agreement") and a license from the Commonwealth of Massachusetts and its Department of Public Health (collectively, such Massachusetts license and DPH approval are referred to as the "Permits and Approvals").

If, Buyer has negotiated the Host Agreement and has received Site Plan Approval, but despite the Buyer's good faith, reasonable efforts to obtain the Permits and Approvals, including the expiration of any applicable appeals period, the Buyer has not obtained the Permits and Approvals, or any appeal period applicable to any of the Permits and Approvals has not expired prior to the Due Diligence Termination Date, upon written notice given prior to Due Diligence Termination Date, and the payment directly to Seller of a Twenty Five Thousand Dollar (\$25,000) extension fee for each extension period requested, which "Extension Fee" shall be applicable to the Purchase Price at closing but otherwise non-refundable unless Seller is unable to perform as provided in paragraph 10, the Buyer shall have the right to extend the Closing for up to three (3) additional periods of thirty (30) days each (the "Permit Extended Closing").

If the Buyer's applications for any of the Permits and Approvals are denied, or any of the Permits and Approvals is appealed, then the Buyer shall have the right to terminate the Buyer's obligation hereunder to purchase the Premises upon written notice to the Seller whereupon the Deposit, but not any Extension Fee, shall be refunded to the Buyer forthwith and this Agreement shall terminate. If at any time prior to the Permit Extended Closing, despite the Buyer's diligent efforts to obtain the Permits and Approvals: (i) the Buyer's application for any of the Permits and Approvals is rejected; (ii) any appeal of any of the Permits and Approvals received by the Buyer is resolved in favor of the opponent of such Permit and Approval; or (iii) the Buyer reasonably determines that the Buyer is unlikely to succeed in obtaining any of the Permits and Approvals prior to the Permit Extended Closing, then the Buyer shall have the right at any time prior to 5:00 p.m. on the date that is the Permit Extended Closing to terminate the Buyer's obligation hereunder to purchase the Premises upon written notice to the Seller whereupon the Deposit (but not any Extension Fees paid hereunder) shall be refunded to the Buyer forthwith and this Agreement shall terminate.

17. INSURANCE. Until the delivery of the Deed, the Seller shall maintain insurance on the Premises as presently insured. In the event of any damage to the

Premises prior to the Closing (other than reasonable use and wear) from any cause whatsoever where the cost of repair exceeds \$10,000.00, and which damage is unrestored at the time of Closing, the Buyer shall, at Buyer's option, either (a) accept an assignment of the insurance proceeds recovered or recoverable on account of such insurance plus a credit of the amount of any deductible less any amounts reasonably expended by the Seller for any partial restoration, or if the holder of a mortgage encumbering the Premises shall not permit the insurance proceeds to be so used or assigned, a credit against the Purchase Price equal to the amount so recovered or recoverable and retained by the holder of said mortgage plus the amount of any deductible less any amounts reasonably expended by the Seller for any partial restoration; or (b) cancel this Agreement and receive a refund of the Deposit paid to the Seller hereunder.

If the cost of repairing such damage is less than \$10,000.00, the Buyer and the Seller shall proceed with the Closing, and, at Buyer's election, the Buyer shall receive a credit against the Purchase Price and/or an assignment from the Seller of the insurance proceeds recovered or recoverable on account of such insurance plus the amount of any deductible (reduced by the value of any partial restoration of the Premises by Seller) in an aggregate amount equal to the cost of repairing such damage.

The Seller shall bear all risk of loss until the time of Closing.

18. **ADJUSTMENTS.** Water and sewer use charges, and real estate taxes for the then-current fiscal year shall be apportioned as of the day of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer at the time of delivery of the Deed.

19. **ADJUSTMENTS OF UNASSESSED AND ABATED REAL ESTATE TAXES.** If the amount of said real estate taxes is not known at the time of delivery of the Deed, the real estate taxes shall be apportioned on the basis of the real estate taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new real estate tax rate and valuation can be ascertained; and, if the real estate taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

20. **POST-CLOSING ADJUSTMENTS.** If any errors or omissions are found to have occurred in any calculations or figures used in a settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within two (2) months of the date of the delivery of the Deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive the delivery of the Deed.

21. **BROKER.** The Buyer represents and warrants that it has not dealt with any person or entity in connection with the transaction contemplated hereby who or which would be entitled to a brokerage commission, finder's fee or other similar compensation

other than Jason Cort of AIS CRE and John Eysenbach of R W Holmes Realty Co Inc. (collectively, the "Broker"). The Buyer shall indemnify, protect and save the Seller, and hold the Seller forever harmless, from and against, and reimburse the Seller for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, attorneys' and paralegals' reasonable fees) which may be imposed upon, asserted against or incurred or paid by the Seller, or for which the Seller may become obligated or liable, by reason of, on account of or in connection with a breach of the aforesaid representation and warranty by the Buyer. The Seller represents and warrants that it has not dealt with any person other than the Broker in connection with the transaction contemplated hereby who would be entitled to a brokerage commission, finder's fee or other similar compensation. Upon the delivery and recording of the Deed and other instruments provided for herein, and the consummation of the transactions contemplated herein, the Seller shall pay the Broker a brokerage commission in accordance with a separate agreement between the Broker and the Seller. The Seller shall indemnify, protect and save the Buyer, and hold the Buyer forever harmless, from and against, and reimburse the Buyer for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, attorneys' and paralegals' reasonable fees) which may be imposed upon, asserted against or incurred or paid by the Buyer, or for which the Buyer may become obligated or liable, by reason of, on account of or in connection with a breach of the aforesaid representation and warranty by the Seller, or the failure of the Seller to pay the brokerage commission to the Broker. The aforesaid provisions and warranties shall survive the Closing and the delivery of the Deed or any expiration or termination of this Agreement.

22. **DEPOSIT.** All deposits made hereunder (collectively, the "Deposit") shall be held and controlled, as specified in this Agreement, by Seder & Chandler, LLP (for the purposes hereof, the "Escrow Agent"). It is understood and agreed that the Escrow Agent shall promptly, when collected by it, place the Deposit in an insured non-interest-bearing account at a bank, trust company or institutional depository in Worcester, Massachusetts. At the Closing, the Deposit will be credited or paid to Seller, and upon the execution of this Agreement, Seller will furnish Escrow Agent with Seller's taxpayer identification number(s) for tax reporting purposes. The Escrow Agent will not be liable for any failure of the institution in which the Deposit is being held. It is acknowledged that the Escrow Agent is counsel for Seller, and Buyer agrees that Escrow Agent may continue to act as such counsel notwithstanding its role as Escrow Agent even in the event of any dispute between the parties relating to this transaction. In the event of any dispute relating to the right of possession or the disposition of the Deposit, the Escrow Agent will retain dominion and control over the same until such dispute shall have been settled by mutual agreement of Buyer and Seller with written notice thereof to Escrow Agent, whereupon the Deposit will be paid over in accordance with such mutual agreement of the parties; or, if such dispute is taken to a court of competent jurisdiction, the Deposit will be paid over into the custody of such court or otherwise paid over in accordance with the final order, decree or judgment of such court. It is contemplated that the Escrow Agent will not incur any cost or expense in the performance of its duties hereunder; and, in the event of a dispute, Escrow Agent shall be reimbursed for its reasonable costs, expenses, attorneys'

and paralegals' fees (which shall include attorneys' and paralegals' fees paid by Escrow Agent to its attorney and attorneys' fees charged by the Escrow Agent to the Seller) incurred in connection with such dispute and the settlement thereof, such reimbursement to be made between Buyer and Seller as they may mutually agree incident to the settlement of such dispute; or, if such dispute shall be resolved by a final order, decree or judgment by a court as aforesaid, such reimbursement shall be made by the unsuccessful party in such proceeding. In no event shall Escrow Agent be under any duty to institute or defend any such proceeding nor shall Escrow Agent be required under any circumstances to take any action requested by Seller or Buyer until indemnified to Escrow Agent's reasonable satisfaction by the party or parties requesting such action. Escrow Agent shall not be liable to any party except for actions taken in bad faith.

23. BUYER'S AND SELLER'S DEFAULT; DAMAGES. If the Buyer shall fail to fulfill the Buyer's agreements herein, all Deposits and any License Extension Fee made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be the Seller's sole remedy at law and in equity. The Seller and the Buyer hereby agree that the aforesaid amount constitutes a reasonable forecast of the damages that would be sustained by the Seller in the event of breach by the Buyer. In the event that the sale of the Property shall fail to close as a result of the failure of the Seller to perform, observe or comply with any of its covenants, agreements or obligations hereunder, then at the Buyer's option: (i) the Buyer may seek specific performance of this Agreement; or (ii) the Buyer may terminate this Agreement, whereupon Seller will immediately return the Buyer's Deposit as the Buyer's sole and exclusive remedy, at law and in equity, for the Seller's breach.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC. If the Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder, or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.

25. CONSTRUCTION OF AGREEMENT. This Agreement, executed in multiple counterparts is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

26. 1099 S TAX FILING INFORMATION. In accordance with Internal Revenue Code, Section 6045(e), under the Tax Reform Act of 1986, information must be supplied to the Internal Revenue Service regarding all real estate transactions. In compliance with this Act the document attached hereto and made a part hereof as **Exhibit "B"** shall be

completed and executed by the Seller and Buyer at the Closing. It is also understood and agreed that the Buyer's attorney shall report the information needed to comply with said Section 6045 (e).

27. AUTHORIZATION OF ATTORNEY. The Buyer hereby authorizes Jonathan A. White, Esquire execute any amendments or extensions of Time for Performance and/or Financing Contingency under this Agreement. No person shall be under any obligation to question the authority of Jonathan A. White, Esquire execute such amendments or extensions.

The Seller hereby authorizes Todd Rodman, Esquire or Pamela Stevens, Esquire to execute any amendments or extensions of Time for Performance under this Agreement. No person shall be under any obligation to question the authority of Todd Rodman, Esquire or Pamela Stevens, Esquire to execute such amendments or extensions.

28. AS IS. The Buyer acknowledges that, except as otherwise provided herein, the Premises is being sold and conveyed strictly on an "AS IS" basis and that no warranties or representations (other than those contained in this Agreement, in the Deed or any other document delivered by the Seller at the Closing), express, implied or statutory, have been made by the Seller or any agent, employee or representative of the Seller to the Buyer, as to condition (environmental or otherwise), development or investment potential, compliance with law, merchantability or fitness or suitability for any purpose, all of which are expressly disclaimed. The Buyer acknowledges that except as set forth herein, the Buyer has not been induced or persuaded by, nor has the Buyer relied upon, any statement, promise or representation made by the Seller or any agent, employee or representative of the Seller, or at or in writing, as an inducement to entering into this Agreement including, without limitation, those relating to land use, zoning, hazardous or toxic wastes or other environmental matters.

29. AFFIDAVITS. At the time of delivery of the Deed, Seller shall execute and deliver to Buyer, and any title insurance company insuring title to the Premises (for Buyer with respect to the Premises): (a) either (i) affidavits setting forth that Seller is not a foreign person or foreign corporation and providing Seller's United States taxpayer identification number; or (ii) such other documentation as is required by Section 1445 of the Internal Revenue Code and any regulations promulgated thereunder to exempt Seller and/or the sale of the Premises from the provisions of said Section 1445; and (b) any other usual and customary affidavits, documents and certificates required by Buyer's title insurance company or Buyer's attorney.

30. NO ASSIGNMENT. If Buyer either (a) makes an assignment of Buyer's right under this Agreement; or (b) records a copy of this Agreement, Seller, at Seller's option, may declare Seller's obligations hereunder to be null and void, and may deem Buyer to be in default of Buyer's obligations hereunder, whereupon this Agreement shall be deemed void and of no further force or effect and all Deposits and interest thereon shall be retained by Seller. The foregoing shall not apply to the designation of a nominee pursuant to paragraph 3 of this Agreement.

31. **REASONABLE EFFORTS.** In no event shall Seller's obligations under paragraph 10 of this Agreement to use reasonable efforts to cure any title defect, deliver possession or otherwise make the Premises conform to the requirements of this Agreement require the Seller to spend more than Twenty Five Thousand and 00/100 Dollars (\$25,000.00) with respect to any and all matters, except that there shall be no limit (other than the Purchase Price) on amounts required to release any mortgage securing repayment of any debt of the Seller or any monetary encumbrance relating to a debt or liability of the Seller.

32. **NOTICES.** All notices and mailings of any nature contemplated hereunder shall be sufficient if in writing and either delivered in hand, by United States certified mail, return receipt requested, postage prepaid, or by Federal Express or other recognized overnight delivery service, all delivery charges prepaid, and addressed:

If to Buyer:

Jonathan A. White, Esquire
White, Freeman & Winter
30 Colpitts Road
Weston, MA 02493
Fax No.: (781)893-5935
jwhite@whitefwinter.com

If to Seller:

Todd Rodman, Esquire
Seder & Chandler, LLP
339 Main Street
Worcester, MA 01608
Fax No.: (508) 831-0955
trodman@sederlaw.com

For purposes of this paragraph, delivery in hand to a party to this Agreement shall include electronic mail or facsimile transmission to either the party or such party's copy recipient if an email address or facsimile number is listed above for such party or copy recipient and if immediately followed by telephone confirmation.

33. **NONBINDING UNTIL EXECUTED.** The parties hereto agree that the submission of an unexecuted copy or counterpart of this Agreement by one party to another is not intended by either party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The parties shall be legally bound pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion, and both Seller and Buyer have fully executed and delivered to each other a counterpart of this Agreement.

34. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller represents and warrants to the Buyer, now and as of the Closing Date, as follows:

(a) The Seller has not received written notice of, nor to the Seller's knowledge are there, any violations of any applicable laws, ordinances, regulations or insurance requirements, or any pending, ongoing or threatened litigation or condemnation, eminent domain or taking proceedings with respect to the Premises;

(b) There are no currently-effective leases of, or persons in possession of, the Premises;

(c) There are no contracts or agreements affecting the Premises that will survive the Closing;

(d) The Seller owns all personal property described in paragraph 2 hereof free and clear of any liens, encumbrances or claims of third parties, excluding liens which shall be discharged at Closing; and

(e) The Seller is the current fee simple owner of the Premises and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by the Seller of its obligations hereunder will not conflict with, or result in a breach of, any order or decree of any governmental authority or any agreement or instrument to which Seller is a party or by which it is bound.

Whenever a representation is qualified by the phrase "to the best of Seller's knowledge", "to Seller's actual knowledge", "to Seller's knowledge", Seller is not "aware", or by words of similar import, the accuracy of such representation shall be based solely on the actual (as opposed to constructive or imputed) knowledge of Larry Gordon (the "Designated Seller Representative"), without independent investigation or inquiry and without any duty to conduct any investigation or inquiry. Buyer acknowledges that the Designated Seller Representative is named solely for the purpose of defining the scope of Seller's knowledge, and not for the purpose of imposing any liability on or creating any duties running from the Designated Seller Representative to Buyer and Buyer agrees that no Designated Seller Representative shall have any liability under this Agreement or in connection with the transactions contemplated hereby and that no Designated Seller Representative shall be named individually in any suit, demand, or proceeding relating to this Agreement or the transactions contemplated hereby.

35. ELECTRONIC TRANSMISSION AND COUNTERPARTS.

This Agreement may be transmitted between the parties electronically. In such event, it is recognized by the parties that differences in computer software and hardware may result in the Agreement being printed in two or more different locations resulting in the form of the Agreement being visually dissimilar, though substantively identical. This difference in form shall in no way diminish the validity or enforceability of this Agreement if it has been properly executed by the parties as provided herein. Each party agrees to circulate original execution counterparts of this Agreement to the other party, so that ultimately there will be at least one fully executed original for each party, in form

and substance one identical to the other, but failure to do so shall not affect the validity or enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own executed copy. This Agreement may also be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, by their respective Manager or officer thereunto duly authorized, on the day and year first set forth above.

SELLER

29 EVERETT LLC

By: 

Lawrence A. Gordon, Manager

BUYER

NEW ENGLAND HEALTH
SOLUTIONS, INC.

By: 

Kenneth Stevens, President

EXHIBIT "A"
LEGAL DESCRIPTION

A certain parcel of land situated on Everett Street in the Town of Holliston, Middlesex County, Massachusetts and shown as "Lot 2" on a plan entitled "Definitive Subdivision Plan of Everett Industrial Park in Holliston, Mass.; Owner: W.F. Wood Corp., 123 Washington Street, Holliston, Massachusetts; Survey by: Colburn Engineering, Inc.," dated June 24, 1982, revised October 21, 1982, and November 15, 1982, which plan is recorded with Middlesex South District Registry of Deeds as Plan No. 1211 of 1982, Book 14802, Page End, being more particularly bounded and described according to said plan as follows:

NORTHEASTERLY	By Everett Street, as shown on said plan, by curving line on three courses, 100.16 feet, 100.29 feet and 152.86 feet;
EASTERLY	By land now or formerly of Serocki, 493.18 feet;
SOUTHERLY	By land now or formerly of Holliston Sand and Gravel Co., Inc. on three courses, 217.79 feet, 120.52 feet and 91.90 feet;
WESTERLY	By land now or formerly of Lowland Realty Trust, 414.51 feet;
NORTHWESTERLY	By Lot 3, as shown on said plan, 67.15, feet.

Said Lot 2 contains 4.05 acres, according to said plan.

Said Lot 2 has the benefit of the right to pass and repass on foot and in motor vehicles over Everett Street to and from Rogers Street, as shown on said plan and the right to connect to, use, maintain and repair utilities in said Everett Street, including, without limitation, the right to connect to, use, maintain and repair a waste water discharge line under said Everett Street to a drain and conservation easement located on Lot 4 as shown on said plan, as and to the extent that such rights are in force and applicable.

Subject to an easement to New England Telephone and Telegraph Company recorded in said Registry in Book 14396, Page 15.

Subject to any and all encumbrances, easements and restrictions of record, insofar as the same are in force and applicable.

Being the same premises conveyed by deed dated March 6, 2002 and recorded with the Middlesex (South) District Registry of Deeds in Book 34992, Page 28.

EXHIBIT "B"

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
as required by the I.R.S.**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information of every real estate transaction. If you fail to furnish adequate information (in particular, a Social Security number), then you may be subject to withholding of twenty percent (20%) of the current sales price.

SELLER'S NAME **EIN #**

29 Everett LLC

MAILING ADDRESS (as of January 31 of next year):

BUYER'S NAME **EIN#:**

New England Heath Solutions, Inc.

MAILING ADDRESS (as of January 31 of next year):

TRANSACTION INFORMATION:

Closing Date: _____, 2018 **Contract Sales Price:** \$3,225,000.00

Description of Premises: Land with improvements thereon situated at 29 Everett Street,
Holliston Massachusetts

Buyer's Portion of Real Estate Taxes: \$ _____

Seller's principal residence? YES _____ NO **x**

The Sellers named above, certify that the above information is correct and understand that it will appear on a Form 1099 that will be sent to the Internal Revenue Service.

SELLER

29 Everett LLC

By: _____
Lawrence A. Gordon, Manager

Rider A

Seller: 29 Everett LLC

Buyer: New England Health Solutions, Inc.

Property: 29 Everett Street, Holliston, MA

36. **Errors.** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission.
37. **Conformity with Title Provisions.** It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:
- a. all buildings, structures and improvements, including but not limited to any driveways, garages, septic systems, leaching fields and cesspools, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;
 - b. no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises;
 - c. the Premises shall abut or have legal access to a public way, duly laid out or accepted as such by the municipality in which it is located.
38. **Extension.** If Buyer is not able to close on the closing date, Buyer shall notify Seller as soon as possible and the closing date shall be extended for up to three (3) business days as necessary.
39. Intentionally Deleted.
40. **Broom Swept/Maintenance.** Notwithstanding any other provisions of this Agreement regarding the condition of said premises, at the time of closing, the premises shall be broomswept and clean and free of all Seller's possessions and debris (except for those items being conveyed with the premises as provided in this Agreement) and all areas of the premises, including, without limitation, basement, crawl spaces, shed(s), yards and garages shall be delivered free of all excess/unusable building materials such as lumber, insulation and the like, paints, solvents, chemicals, debris, waste and personal property; and all systems, including but not limited to electrical, plumbing, heating, air conditioning and ventilation systems and all appliances shall be in the same working order and physical condition at closing as they were on the date of Buyer's inspection.

Between the date of this Agreement and closing the Seller shall continue to maintain and service the premises at the same level as the premises has been maintained for the Seller's own account prior to this Agreement.

41. **Seller's Representations.** The Seller makes the following representations to the best of Seller's knowledge without any independent duty to investigate:
- a. Seller has not received any notice claiming or asserting that the Premises are in violation of any law, ordinance, rule, regulation or requirement including without limitation those pertaining to zoning, building, health, safety or environment matters, of the municipal, county, state or federal government having jurisdiction over the premises and Seller is not aware of any such violations.
 - b. Seller has received no notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the Premises, and Seller has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under consideration.
 - c. Seller is not aware of any underground storage tanks or hazardous substances located on the premises other than as indicated in the Reports. For the purposes of this Agreement, "Hazardous Substances" shall mean all substances defined as "hazardous Substances," "hazardous materials," "hazardous wastes," "petroleum," "oil," "pollutant," or "toxic pollutant" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 6091, et seq., the Massachusetts Oil and Hazardous Material Release, Prevention and Response Act, M.G.L. c. 21E, or any other federal, state, or local acts, laws, statutes, ordinance, or bylaws, as amended, or any rules or regulations adopted thereunder (collectively, the "Environmental Laws"). Seller is not aware that any underground tanks have been removed from the premises.
 - d. Seller is not aware that the premises are within a "special hazard area requiring the Buyer's purchase of flood insurance.
 - e. To the best of Seller's knowledge, any improvements, installations and additions to the premises during Seller's ownership have been performed in compliance with all applicable laws, ordinances and regulations.
 - f. With respect to any work Seller has caused to be undertaken at the premises pursuant to a building permit, said permit or permits have received final sign off and closure by the Building Inspector of the town where the premises are situated, and Seller has no knowledge of any "open" building permits. The warranty and representations contained in the above sentence shall survive delivery of the deed for a period of six (6) months.
 - g. Seller has no knowledge of any pending bankruptcy, mortgage foreclosure, or

other proceeding which might in any material way impact adversely on Seller's ability to perform under this Agreement.

- h. The Premises is served by municipal water and a private septic system. Pursuant to Title 5 of the State Environmental Code (310 CMR 15.301), the on-site waste water system (the "Septic System") which serves the premises shall be inspected in connection with the transfer of the property. Seller shall provide to Buyer a conformed copy of the "Subsurface Sewage Disposal System Inspection Form" required by said Title 5 indicating that the Septic System is a "passed" System.
42. **Extensions.** Any extension of the closing date pursuant to Paragraph 10 of this Agreement shall be construed to apply only to matters affecting title, to compliance of the premises with laws, rules and regulations governing the premises and to which the premises are subject to under the terms of this Agreement and to casualty losses causing damage to the premises. Paragraph 10 shall not, however, be construed to excuse Seller from vacating the premises at the time set forth for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder.
43. **Death of Buyer.** In the event Kenneth Stevens should die between the date of this agreement and the date of the scheduled closing, his estate may void this agreement by written notice delivered to Seller as soon as reasonably possible.
44. **Keys, Garage Door Openers, Warranties, Plans.** Seller will deliver to Buyer at closing all keys to the premises, manufacturers' warranties and instructions and specification booklets that go with any equipment on the premises, and all architectural drawings, site plans, including landscape, and any other plans to the extent said material is in Seller's possession.
45. **Leased Fixtures.** There are no leased fixture(s) on the premises and Seller owns all of the appliances and mechanical system and components in the premises.
46. **Execution of Deed.** Buyer shall have the option of stating that a deed executed under a Power of Attorney does not constitute a satisfactory deed under paragraph 4 of the Agreement.
47. **Internal Revenue Code Section 1445.** Seller certifies that Seller is not a nonresident alien and therefore, the Buyer and/or Closing attorney is/are not required under Section 1445 of the Internal Revenue Code to withhold any taxes upon the disposition of the premises to the Buyer, and Seller agrees to execute an affidavit to this effect at the closing.
48. **Recording.** Buyer's attorney, or Buyer's lender's attorney, shall use its best effort to record the appropriate closing documents, at the appropriate Registry of Deeds, on the date of the closing. The parties understand, however, that depending on the time and

location of the closing, the documents may not be recorded until the following business day. If this occurs, Buyer shall not be considered in default under the terms of this Agreement.


49. **Representations Good Through Closing.** It shall be a condition of Buyer's obligation to close under this Agreement that all representations made by the Seller hereunder shall continue to be true as of the date of closing.
50. **Conflicts with Main Body of Agreement.** To the extent any terms of this Rider conflict with any terms of Paragraph one through thirty of the main body of this Agreement, this Rider shall control.
51. **Good Standing.** On or before closing Seller shall deliver or cause to be delivered to Buyer a Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts, dated not more than 30 days prior to closing.

(Signature Page Follows)

Executed as an instrument under seal as of the date of the Purchase and Sale Agreement .

SELLER

29 EVERETT LLC

By: 
Lawrence A. Gordon, Manager

BUYER

NEW ENGLAND HEALTH
SOLUTIONS, INC.

By: 
Kenneth Stevens, President

STANDARD FORM COMMERCIAL LEASE

1. PARTIES

29 Everett Street, LLC, a Massachusetts limited liability company ("**Landlord**", which expression shall include its heirs, successors, and assigns where the context so permits), having an address at 156 Diablo Road, 300, Danville, CA 94526 does hereby lease to New England Cannabis Corporation, a Massachusetts non-profit corporation ("**Tenant**", which expression shall include its heirs, successors, executors, administrators, and assigns where the context so permits), and Tenant hereby leases from Landlord the following described Premises pursuant to the terms of this Lease.

2. PREMISES

The premises contains an agreed upon 53,610 rentable square feet of 29 Everett Street, Holliston, Massachusetts (the "**Premises**") in all of the building ("**Building**") that is on land with other improvements owned by Landlord (collectively, the "**Property**").

3. TERM

A. Initial Term

The Term of this Lease shall be effective on the date hereof ("**Effective Date**"), and shall continue thereafter until and ending on the last day of the Tenth Lease Year (the "**Initial Term**").

B. Option Term

Provided Tenant has maintained the Lease current and is not in Default at the time Tenant exercises each of its two rights to extend, Tenant shall have two (2) options to extend the Term of the Lease each for a successive period of five (5) years (each an "**Option Term**"). Tenant may exercise each option to extend by giving written notice to Landlord which notice must be received by Landlord not later than 365 days prior to the expiration of the then Term. Failure of Tenant to timely give written notice on or before the date specified above for the first Option Term upon the conditions set forth above shall be deemed a waiver of Tenant's rights to extend the Term for both Option Terms, and if the Term is extended for the first Option Term and Tenant fails to timely give notice for the second Option Term as specified above on the conditions set forth above, Tenant shall be deemed to have waived Tenant's rights to extend for the second Option Term. If and when the First Option Term, and, if applicable, the Second Option Term become effective, the Term shall automatically be extended upon the same terms and conditions for such Option Term except that (i) Base Rent shall be payable for the applicable Option Term as set forth in Section 4 below and (ii) there shall be no further right to extend or renew. The rights of extension set forth herein are personal to Tenant and are not exercisable by any subtenant or assignee permitted hereunder.

As used in this Lease, the "**Term**" of the Lease shall mean the Initial Term and, as applicable, the first Option Term and second Option Term if and as exercised pursuant to the terms hereof.

4. **RENT**

As used herein, the term "**rent**" or "**Rent**" shall mean Base Rent and Additional Rent. Rent shall be paid as provided herein without deduction, offset or setoff whatsoever. Tenant is prohibited from making payments to Landlord by cash. Tenant is required to have an account with an Institutional Lender (as hereinafter defined) and only pay by check drawn on, or wire transfer of funds, from that Institutional Lender.

A. **Initial Term Base Rent**

Tenant shall pay only by either wire transfer of funds from a check drawn on Tenant's account with Century Bank and Trust Company, a Massachusetts trust company or a replacement, recognized, FDIC Insured Massachusetts institutional lender with bank offices in Massachusetts and with other marijuana dispensaries having banking accounts (collectively, "**Institutional Lender**") to Landlord Base Rent ("**Base Rent**") during the Term at the following rates, payable in advance on the first day of each month (pro-rata for any partial month) commencing on the Rent Commencement Date without deduction, offset or setoff whatsoever, in monthly installments as herein set forth:

<u>Lease Years</u>	<u>Annual Base Rent Rate</u>	<u>Monthly Base Rent Rate</u>
1 – 5	\$536,100	\$44,675
5 - 10	\$562,905	\$46,908

If the Term is extended for the First Option Term, then the Base Rent for the Eleventh Lease Year through the Fifteenth Lease Year shall be as follows:

<u>Lease Year</u>	<u>Annual Base Rent Rate</u>	<u>Monthly Base Rent Rate</u>
11 – 15	\$589,710	\$49,142

If the Term is extended for the Second Option Term, then the Base Rent for the Sixteenth Lease Year through the Twentieth Lease Year shall be as follows:

<u>Lease Year</u>	<u>Annual Base Rent Rate</u>	<u>Monthly Base Rent Rate</u>
16 - 20	\$615,365	\$51,280

As used in this Lease, the term "**Lease Year**" shall mean the following: the first Lease Year shall commence on the Rent Commencement Date and shall end on the day before the first anniversary of the Rent Commencement Date; the second Lease Year shall commence on the day after the end of the first Lease Year and continue for a consecutive twelve-month period; and each Lease Year thereafter shall be a sequential, consecutive twelve (12) month period. The "**Rent Commencement Date**" shall be the first day of the month following the month in which Tenant has obtained the Permits and Licenses.

B. Due Diligence Period

Tenant shall have one hundred and eighty (180) days from the Effective Date ("**Due Diligence Period**") to obtain all permits, licenses, approvals and authorizations for the operation of Tenant's Permitted Use (collectively, "**Permits and Licenses**"). Tenant agrees, at Tenant's sole cost and expense and using best efforts, to promptly, upon the Execution Date, apply for the Permits and Licenses. If required by applicable governmental authorities, Landlord agrees to reasonably cooperate with Tenant, but at no cost or liability to Landlord, in connection with the applications for the Permits and Licenses, and Tenant shall keep Landlord apprised of the status of its efforts to secure the Permits and Licenses by providing Landlord (a) in the first month of such Due Diligence Period a list of all the Permits and Licenses necessary for Tenant's Permitted Use, the process and timeline to obtain such Permits and Licenses and Landlord's obligations in the process pursuant to Applicable Laws and ongoing obligations after Tenant obtains the Permits and Licenses; (b) in each month thereafter of the Due Diligence Period, monthly updates of the foregoing. In the event that, after expending its best efforts to secure the Permits and Licenses, Tenant is unsuccessful in obtaining the Permits and Licenses during the Due Diligence Period, Tenant shall have the right to terminate the Lease by notice to Landlord before the end of the Due Diligence Period, in which event the Security Deposit shall be returned to Tenant, and this Lease shall thereafter be null and void and without recourse to Landlord or Tenant. In the event that Tenant notifies Landlord that Tenant has obtained the Permits and Licenses prior to the expiration of the Due Diligence Period or Tenant fails to provide any notice to Landlord prior to the end of the Due Diligence Period, Tenant shall be deemed to be satisfied with the status of obtaining the Permits and Licenses, with this Lease continuing thereafter in full force and effect and with Tenant's right to terminate this Lease pursuant to this Section 4.B. deemed waived and of no further force and effect. In the event that Tenant fails or ceases to pursue obtaining the Permits and Licenses, Landlord, at its option, may terminate this Lease during the Due Diligence Period upon five (5) days prior written notice to Tenant, in which event the Security Deposit shall be returned to Tenant, and this Lease shall thereafter be null and void and without recourse to Landlord or Tenant.

C. **Tenant's Pro-Rata Share**

Tenant's pro-rata share ("**Pro-Rata Share**") for the purposes of this Lease shall be 100.00%.

D. **Additional Rent**

"**Additional Rent**" means the amounts listed in this Section to be paid by Tenant to Landlord and all other amounts due Landlord from Tenant under this Lease. This Lease is a "triple-net" lease, and Tenant shall pay, without deduction, offset or setoff whatsoever, as Additional Rent the following:

- (i) Tenant's Pro-Rata Share of all "**real estate taxes**" or "**Taxes**" assessed against the Building and other portions of the Property, which includes all taxes, assessments, betterments, water or sewer entrance fees and charges, general, special, ordinary and extraordinary, environmental, or any other charges, including charges for the use of municipal services if billed separately from other taxes, levied, assessed or imposed at any time by any governmental authority upon or against the land, the Building, the fixtures, signs and other improvements thereon then comprising the Property. This definition of real estate taxes is based upon the present system of real estate taxation in the Commonwealth of Massachusetts; if taxes upon rentals or any other basis shall be substituted, in whole or in part, for the present ad valorem real estate taxes, the term real estate taxes shall be deemed changed to the extent to which there is such a substitution for the present ad valorem real estate taxes. The term "**fiscal year**" shall mean July 1st through June 30th next following, or such other tax period as may be established by law for the payment of real estate taxes; and
- (ii) Tenant's Pro-Rata Share of all Operating Expenses ("**Operating Expenses**"), which shall include all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, lighting, repairing, replacing and maintaining the Building, the Property and all common areas. Such costs and expenses shall likewise include (but not be limited to) common area water and sewer use charges, costs incurred for fuel and other energy for heating and cooling the common areas, electricity for the common areas, snow removal and cleaning of the common areas, premiums for Landlord's casualty, liability and other insurance, utilities, including, without limitation, water and sewer for the Building used by tenants but not separately metered or sub-metered, common area trash removal expenses, recycling expenses, maintaining, repairing, installing and/or replacing any existing or future sprinkler, fire alarm and/or other Building systems, maintaining, repairing and replacing the parking areas and a management fee equal to six (6%) percent of the annual rental revenues for the Building. Notwithstanding anything to the contrary contained in this Lease, Tenant shall pay one hundred percent (100%) of costs and expenses, whether considered Operating Expenses or

otherwise, attributable solely to the Premises or Tenant's use or resulting from the actions (or inactions) of Tenant or those acting by, through or under Tenant.

Tenant shall pay with each monthly payment of Base Rent, one-twelfth (1/12) of its Pro-Rata Share of the estimated annual Additional Rent for real estate taxes and Operating Expenses as determined by Landlord. Following the end of each calendar year during the Term of this Lease with respect to Operating Expenses after final expenses are determined, and with respect to real estate taxes following the issuance of periodic or final real estate tax bills for a fiscal year, Landlord shall determine the actual Operating Expenses for such calendar year and actual real estate taxes for such periodic period or fiscal year, and Tenant's Pro-Rata Share thereof. After a final determination by Landlord of actual Operating Expenses and/or if real estate taxes were estimated, after a final tax bill for a fiscal year is ascertained, any shortage shall be due and payable by Tenant within 15 days of written notice to Tenant from Landlord and, to the extent Tenant is not in default nor would be in default but for the giving of notice, the passage of time or both, any excess shall be credited against future Additional Rent obligations, or refunded if the Term of this Lease has ended and Tenant has no further obligations to Landlord.

- (iii) Tenant shall pay Landlord Tenant's Pro-Rata Share of all Landlord's costs to secure and maintain casualty, liability and other insurance for the Building and the Property in the forms, coverages and amounts that Landlord determines necessary in Landlord's sole discretion ("**Landlord's Insurance**"), with the qualification that Tenant shall pay 100% of the increase costs, as determined by Landlord, of Landlord separately obtaining insurance for the Property as a result of Tenant's Permitted Use (all such insurance costs being referred to as "**Landlord's Insurance Costs**"). Tenant shall pay Landlord each annual Landlord's Insurance Costs (pro-rata for less than 12-month period) in advance, commencing on the Rent Commencement Date, and thereafter ten (10) days after notice of Landlord's Insurance Costs, with Landlord reserving the option to notify Tenant to pay monthly estimates for costs of Landlord's Insurance. To the extent that Landlord is unable to obtain Landlord's Insurance in form, coverages and amounts Landlord deems necessary in Landlord's sole discretion, Landlord reserves the right to provide Tenant with notice of such failure to obtain Landlord's Insurance, and this Lease will terminate within ten (10) days of such notice and be null and void except for Tenant's obligations under this Lease arising prior to such termination, and the provisions of this Lease that survive such termination. Tenant acknowledges and agrees to the fact that Landlord is securing a separate insurance policy (not part of a blanket insurance policy as covered this Property and other properties prior to Landlord entering into this Lease) that results in increased Landlord's Insurance Costs.

If, after Tenant shall have made any payment for real estate taxes under this Section, Landlord shall receive a refund of any portion of the real estate taxes paid on account of any fiscal year in which such payments shall have been made as a result of an abatement of such real estate taxes, by final determination of legal proceedings, settlement or otherwise ("**Proceedings**"), and to the extent Tenant is not in default nor would be in default but for the giving of notice, the passage of time or both, within thirty (30) days after receiving the refund, Tenant's Pro-Rata Share of the refund, if any, which shall be first adjusted if Tenant's original payment covered a shorter period than covered by the refund, less the expense (including, but not limited to, attorneys' fees, costs and appraisers' fees) allocable to Tenant's Pro-Rata Share and incurred by Landlord in connection with any such Proceedings, shall be credited against future Additional Rent obligations, or refunded if the Term of this Lease has ended and Tenant has no further obligations to Landlord. Landlord shall have sole control of all Proceedings.

E. **Rent Commencement Date**

Base Rent and Additional Rent shall commence on the Rent Commencement Date.

F. **Default Rate and Administrative Fees**

If Tenant shall fail to pay any installment of Base Rent or Additional Rent within five (5) days after the date due, Landlord shall be entitled to collect a charge equal to five (5%) percent of the amount due to cover Landlord's administrative expense in handling late payments. In addition, Tenant shall pay interest at the rate of one and one-half percent (1½%) per month (the "**Default Rate**") or any fraction thereof on any Base Rent or Additional Rent not paid within five (5) days after the date due.

G. **Triple Net**

This is a so-called triple net lease, and accordingly, all charges, assessments and impositions made upon the Premises, the Building and the Property, and all costs, expenses and other obligations paid or incurred by Landlord in operating, insuring, maintaining, repairing, replacing and performing other work on the Premises, the Building and the Property shall be, as applicable, included in determining Operating Expenses for which Tenant is obligated to pay its Pro-Rata Share or separately and directly obligated to pay in full by Tenant to Landlord for amounts that relate solely to Tenant's use and/or actions (or inactions) and/or the Premises.

5. **UTILITIES**

From and after the Rent Commencement Date, Tenant shall pay as Additional Rent all bills as they become due for gas, water and sewer, electricity and any other utilities that are furnished to the Premises and separately metered or sub-metered. Tenant shall timely

pay directly to the appropriate utility company for metered utilities and to Landlord ten (10) days after billing for sub-metered utilities. Landlord reserves the right from time to time to cause any or all of the utilities serving the Premises to be separately metered or sub-metered, in which event, Tenant shall pay for such separately metered or sub-metered utilities as provided above.

Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Rent Commencement Date. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole cost and obligation, provided that such installation shall be subject to the written consent of Landlord which shall not be unreasonably withheld.

Tenant agrees that in no event shall Landlord be liable for any interruption or delay in providing utilities or equipment or other services or performing other obligations under this Lease caused by accident, making of repairs, alterations or improvements in the Building, labor difficulties, trouble in obtaining fuel, electricity or services or supplies, governmental restraints or the actions or inactions of Tenant or those acting by, through or under Tenant, or other causes beyond Landlord's reasonable control (but Landlord, in respect of those matters for which Landlord is expressly responsible under this Lease, will use reasonable efforts under the circumstances to restore such services or make such repairs), nor in any event for any indirect or consequential damages; and failure or omission on the part of Landlord to furnish such service or make such repair shall not be construed as an eviction of Tenant, nor render Landlord liable in damages, nor entitle Tenant to an abatement of Rent, nor release Tenant from the obligation to fulfill any of its covenants under this Lease; provided, however, the foregoing shall not exculpate Landlord from Landlord's negligent acts or omissions.

6. **USE OF PREMISES**

Tenant shall use the Premises only for the purpose of a registered marijuana dispensary ("**RMD**"), for the cultivation, manufacturing, sale and/or distribution of medical and/or recreational marijuana, if permitted by the town of Holliston, and for administrative purposes ("**Permitted Use**"). Prior to opening for business, Tenant shall represent and warrant to Landlord that Tenant has secured all necessary Permits and Licenses for the Permitted Use, and Tenant shall provide Landlord with detailed information regarding Landlord's compliance requirements under Applicable Laws, including, without limitation, reporting information and timing deadlines whether such Applicable Laws now exist or hereafter arise (collectively, "**Landlord Compliance Requirements**"), in relation to Tenant's Permitted Use, Tenant shall at all times be in full compliance with the Permits and Licenses. Tenant agrees that in no event shall Tenant's use of the Premises be unlawful, improper, noisy or offensive, contrary to Applicable Laws, including, without limitation, any applicable municipal law, regulation, by-law or ordinance; make voidable any insurance on the Building or on the contents of the Building; be contrary to regulation from time to time established by any fire rating agency or similar body.

7. **COMPLIANCE WITH LAWS**

Tenant, in the use of operation of its business at the Premises including, without limitation, access thereto, shall comply with all applicable building, zoning, environmental, health, life safety systems, including, without limitation, required fire suppression systems, land use and other applicable laws, including, without limitation, federal, state and municipal by-laws, guidelines (including the so-called FinCEN Guidance) rules, regulations, memorandums (including, without limitation, the so-called Cole Memos) ordinances, codes and requirements applicable to the Premises and the Permitted Use, including, without limitation, compliance with the Americans with Disabilities Act as amended, referred to as the "ADA", the requirements of the Institutional Lender (all of the foregoing is referred to collectively, the "**Applicable Laws**"). Before Tenant opens for business, Tenant shall obtain, at Tenant's sole cost and expense, all permits, licenses, approvals and other authorizations required under Applicable Laws for the completion of Tenant's Work, as herein defined, and for the operation of the Premises for the Permitted Use; provided, however, obtaining such permits, licenses, approvals and other authorizations shall not be a condition of Tenant's obligations hereunder. Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any Applicable Laws. Tenant assumes all risk and liability related to the Permitted Use, including, without limitation, arising out of or related to compliance with Applicable Laws. Tenant shall use best efforts to make the Premises secure, including, without limitation, complying with Applicable Laws in relation to lighting in and around the Premises and making the Premises secure from theft. Tenant shall use best practices for the security of all marijuana at the Premises and preventing the sale to minors or any party other than individuals having complied with Applicable Laws to use marijuana.

8. **FIRE INSURANCE**

Tenant shall not permit any use of the Premises which will make voidable any insurance on the Property or on the contents of the Building, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Tenant shall on demand reimburse Landlord, and all other tenants, all extra insurance premiums caused by Tenant's use of the Premises.

9. **MAINTENANCE**

A. **Tenant's Obligations**

Tenant agrees to perform Tenant's Work in compliance with this Lease and to thereafter maintain the Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein. Tenant's maintenance of the Premises to keep the same in good condition shall include, without limitation, maintenance, repair and replacement of work performed by or for Tenant, including, without limitation, Tenant's Work, and to maintain, repair and replace as necessary, the ceiling, lighting, bulbs, venting, painting, life safety systems, including, without limitation, fire suppression systems, carpeting, flooring, and plumbing, heating, ventilation and air conditioning system inclusive of units serving solely the Premises ("**HVAC**"),

wiring, cables, and ductwork within and/or serving solely the Premises and any and all facilities and utilities installed by Tenant therein and all work necessary to comply with Applicable Laws, including, without limitation, the ADA. Tenant shall be responsible to maintain a service contract with a professional, certified HVAC contractor to keep the HVAC system in good working order, to repair and replace parts on the system or to maintain, repair and replace as necessary the HVAC system itself, and to provide Landlord with maintenance reports at least every three months. Tenant shall be responsible to assure at all times that its invitees and employees do not loiter on the Property nor use the products sold from the Premises at the Premises or in, on or around the Property. Tenant shall also be responsible for the removal of snow and ice from the sidewalks bordering the Premises and keeping the sidewalks clean and free of debris. Tenant shall be responsible for the proper maintenance, repair and replacement of all vents used in connection with the Premises, and, in all events, Tenant shall prevent the escape of odors, fumes and other contaminants to any other portion of the Building. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall use and conduct Tenant's business at the Premises in such a manner as to assure that no water, noise, fumes, odor or any other condition escapes or is emitted from the Premises which is asserted to be objectionable by Landlord, other tenants or abutting property owners and their tenants, or which interferes with or in any manner causes damage to or upon the Property or any abutting tenant space or common area or property of others. The cost to repair damage caused by Tenant or those acting by, through or under Tenant to the property of other tenant(s) and/or abutting property owners and their tenants, the Building, the Property and/or the property of other tenant(s) shall be borne by Tenant. This Lease addresses the respective obligations of Landlord and Tenant for maintenance, repairs and replacements, and, to the fullest extent permitted by law, Tenant waives the provisions of G.L. c. 186 § 19.

B. Landlord's Obligations

Excluding Tenant's obligations under this Lease, Landlord agrees to otherwise maintain the structure, and common areas and common area systems of the Building in the same condition as they are on the Effective Date or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire or other casualty only excepted; provided, however, if such costs and expenses are required because of Tenant or those acting by, through or under Tenant or because of the use of the Premises or the work performed at the Premises or Building by or on behalf of Tenant or those acting by, through or under Tenant, including, without limitation, Tenant's Work, then Tenant shall be responsible to pay such costs and expenses to Landlord within ten (10) days of billing by Landlord.

10. TENANT'S WORK

Tenant shall, at its sole cost and expense, promptly following the Rent Commencement Date and in compliance with the requirements of this Section and Section 11, complete all work and improvements and furnish all labor and materials, which Tenant believes are reasonably necessary for the operation of Tenant's business in the Premises including,

without limitation, the work, requirements and improvements set forth on **Exhibit A** attached hereto ("**Tenant's Work**"). Tenant's Work shall be in all events subject to Landlord's prior written approval of plans and specifications, which approval, as to non-structural improvements, shall not be unreasonably delayed or withheld, provided the proposed Tenant's Work complies in all respects with the terms hereof. Before commencing Tenant's Work or seeking permits therefor, Tenant shall submit to Landlord a copy of all plans and specifications, all contracts for labor and material in connection with Tenant's Work, and evidence of availability of funds sufficient to complete Tenant's Work. Upon Landlord's approval of the proposed Tenant's Work and before starting Tenant's Work, Tenant shall deliver to Landlord copies of all permits, licenses and other authorizations required under all applicable laws, ordinances and regulations (collectively, the "**Permits**"), all of which shall be maintained in Tenant's name in full force and effect, and evidence of insurance relative to such work in form and substance acceptable to Landlord. Once commenced, all Tenant's Work shall be in compliance with the requirements of this Section and Section 11, and Tenant shall diligently pursue Tenant's Work to completion. Tenant shall perform Tenant's Work in a good and workmanlike manner using new and first-class materials and supplies, free from defects in design, construction, workmanship and materials, in accordance with all Applicable Laws and the fire insurance rating association having jurisdiction over the Premises. Tenant agrees that in no event shall Tenant's Work decrease the value of the Building. Tenant shall not permit any mechanics' or materialmen's liens to be placed, or if placed, shall cause the same to be removed within fifteen (15) days after recording thereof. In addition, all of the foregoing will be done in such manner as will avoid jurisdictional and labor disputes. Tenant shall exonerate, indemnify, defend and hold harmless Landlord for any and all loss, cost, damage, and expense, including, without limitation, reasonable attorneys' fees, incurred by Landlord resulting from or relating to Tenant's Work and other work performed by Tenant at or to the Premises, including, without limitation, pursuant to Section 11 of this Lease; provided, however, the foregoing shall not exculpate Landlord from Landlord's negligent acts or omissions.

11. **ALTERATIONS - ADDITIONS**

Other than Tenant's Work performed pursuant to Section 10 above following the Rent Commencement Date, Tenant shall not make any type of alterations or additions to the Premises without Landlord's prior written consent, which consent may be granted or denied in Landlord's sole discretion, except that Landlord will not unreasonably withhold its consent to proposed cosmetic improvements costing less than Five Thousand (\$5,000.00) in the aggregate. Any alterations or improvements to be made by Tenant, including, without limitation, Tenant's Work, shall be at Tenant's sole cost and expense, completed in accordance with and subject to the same requirements and conditions as provided for Tenant's Work under Section 10 above, and shall become the property of Landlord at the termination of occupancy as provided herein, except that (i) Tenant may remove personal property and trade fixtures in accordance with the terms of Section 21 hereof and (ii) Landlord may, at Landlord's option, notify Tenant to require that Tenant remove all or any portion of any alterations or improvements (including, without limitation, cabling, wiring, wall treatments, floor coverings, erections and partitions) in which case, Tenant shall, prior to the expiration of the Term or the earlier termination of

this Lease, remove such designated items ("**Designated Removal Items**") and repair and restore the Premises to good working order and condition, normal wear being excluded. To the extent that Landlord does approve Tenant's Work or any other work to be performed by or for Tenant, including, without limitation, matters related to or arising out of the design and/or construction of the work, including any errors or omissions contained therein, Tenant's Work and such other work shall be Tenant's sole responsibility without cost or liability to Landlord. Notwithstanding anything to the contrary contained in this Lease, Landlord may condition the right of Tenant to do any work, including, without limitation, Tenant's Work, on lien bonds, escrows, indemnities, certification(s) from contractor(s), as described below, or other conditions acceptable to Landlord to prevent liens from arising against the Property or this Lease. If required by Landlord, such certification(s) from contractor(s) engaged by Tenant shall be in form and substance acceptable to Landlord and provide, *inter alia*, that the work is being performed for Tenant and Tenant's benefit and not Landlord nor Landlord's benefit. This Section and Section 10 shall survive the expiration or earlier termination of this Lease.

12. **ASSIGNMENT - SUBLEASING**

Tenant shall not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises, nor permit or allow the use of all or any part of the Premises by third party users, such as concessionaires, without, on each occasion, obtaining Landlord's prior written consent thereto in Landlord's sole discretion, and if Landlord consents, such consent shall be conditioned, *inter alia*, upon the following conditions precedent: (i) the use of the Premises will continue to comply with the terms and conditions of this Lease, including, but not limited to, the use provisions and with any assignee or sublessee securing all Permits and Licenses to operate the business at the Premises for the Permitted Use; (ii) as to an assignment, the proposed assignee's and new guarantor(s) ("**Guarantor**", or if more than one Guarantor, collectively, "**New Guarantors**") financial condition and business experience are acceptable to Landlord, and the assignee is a "parent" and controlling entity ("**Parent Entity**"), not a subsidiary nor an entity otherwise controlled, owned or held by another entity and the New Guarantors execute a guaranty on Landlord's then current form; (iii) there exists no default by Tenant under this Lease and no fact nor circumstances which, with the giving of notice, the passage of time, or both, would constitute a default by Tenant under this Lease; (iv) as to an assignment, the assignee, on Landlord's form, *inter alia*, assumes and agrees to pay and perform all the obligations of Tenant under the Lease jointly and severally with Tenant and as to a sublease, the subtenant executes Landlord's form regarding subleases; (v) the guarantors (collectively, "**Guarantors**") executing the guaranty ("**Guaranty**") attached to this Lease confirm and ratify on Landlord's form *inter alia*, that the Guaranty remains in full force and effect; and (vi) there is compliance with the other provisions of this Section 12. As used herein the term "assign" or "assignment" shall be deemed to include, without limitation: (x) any transfer of Tenant's interest in the Lease by operation of law, the merger or consolidation of Tenant with or into any other firm or corporation; or (y) the transfer or sale of a controlling interest in Tenant whether by sale of its capital stock, membership interest or otherwise. No sublease shall be permitted for a rent of less than the rent hereunder on a per square foot basis. Notwithstanding anything to the contrary contained herein, at Landlord's option, in Landlord's sole discretion, any

assignment in violation of the provisions of this Section shall result in this Lease being binding upon the assignee, jointly and severally, with Tenant.

In the event of the assignment or subletting by Tenant for which Landlord's written approval has been obtained, Tenant shall remain primarily liable with the new tenant, jointly and severally, for the payment of any and all Base Rent, Additional Rent and other amounts which may become due by the terms of this Lease and for the performance of all covenants, agreements and conditions on the part of Tenant to be performed hereunder. Tenant shall also pay to Landlord, from time to time, all rent received as a result of the assignment or sublet which exceeds the rent payable hereunder on a per square foot basis. No such assignment or sublease shall be valid or effective unless (i) it is approved in advance in writing by Landlord and (ii) the assignee, or sublessee, together with Tenant, the Guarantors and New Guarantors enter into an agreement on Landlord's form, providing, inter alia (a) as to assignee, that assignee be bound directly to Landlord, jointly and severally with Tenant, and (b) limiting the use of the Premises to the specific use allowed under this Lease. No modification of the terms of this Lease or any course of dealing between Landlord and any assignee or sublessee of Tenant's interest herein shall operate to release or impair Tenant's obligations hereunder.

The consent by Landlord to any assignment, mortgage, pledge or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. Notwithstanding anything to the contrary contained herein, Tenant shall not offer to make or enter into negotiations (nor shall Landlord consent) with respect to a sublease or assignment to any of the following: (i) a tenant at Landlord's Property; (ii) any party whom Landlord or any affiliate of Landlord is then negotiating with respect to leasing space; or (iii) any entity owned by, owning, or affiliated with, directly or indirectly, any tenant or party described in clauses (i) and (ii) hereof. Tenant shall pay all Landlord's attorneys' fees and expenses incurred from time to time, with, at the option of Landlord, Landlord's estimate of such fees and expenses paid in advance by Tenant, in connection with each Tenant's request to assign or sublet this Lease or Tenant's request for Landlord to take any other action under this Section, whether or not Landlord withholds or provides its consent hereunder.

13. SUBORDINATION

This Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust, ground leases and other instruments in the nature of a mortgage or ground lease now or at any time hereafter a lien on the Property without requiring any writing by Tenant. Tenant shall, when requested, promptly (within five (5) days) execute and deliver such written instruments as may be requested by Landlord, its lender(s) and/or its ground lessor(s) to confirm the subordination of this Lease to mortgages, deeds of trust, ground leases or other instruments in the nature thereof. Should Tenant fail to execute, acknowledge and deliver such instruments within five (5) days after Landlord's written request, Tenant hereby appoints Landlord and its successors and assigns, as Tenant's irrevocable attorney-in-fact to execute, acknowledge and deliver any such instrument for and on behalf of Tenant. The foregoing subordination is expressly conditioned upon Tenant reserving the right to continued occupancy of the Premises in accordance with the

terms of this Lease for so long as Tenant is not in default hereunder, as that term is defined in this Lease, notwithstanding any mortgage foreclosure or termination of ground lease. Tenant agrees not to assert any claim, other than its right of recognition and non-disturbance set forth above, against a foreclosing mortgagee for any obligation of Landlord other than obligations first arising and then continuing while mortgagor is in control of the Property.

Tenant agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord upon any foreclosure of any mortgage or deed of trust upon the Property or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage or deed of trust on the condition that such successor in interest does not, prior to a default hereunder, disturb any of the rights of Tenant under this Lease.

14. **LANDLORD'S ACCESS**

Landlord or agents of Landlord may enter the Premises (i) to view the Premises during normal business hours upon reasonable advance communication (written or oral), except in the event of an emergency, in which case no communication is required, (ii) to require removal of placards and signs not approved and affixed as herein provided, (iii) to make repairs and alterations as Landlord should elect or be required under this Lease or pursuant to law to do and, as Landlord elects, to maintain use, repair, replace, relocate or introduce pipes, ducts, wires, meters and any other fixtures or equipment serving or to serve the Premises or other parts of the Building including, without limitation, common areas and common facilities and premises of other tenant(s), or to maintain or repair any portion of the Building upon reasonable advance communication (written or oral) except in the event of an emergency in the Premises or elsewhere, in which case no communication is required for Landlord or agents of Landlord to enter the Premises to take such measures as may be needed to cope with such emergency, (iv) to show the Premises to others during normal business hours upon reasonable advance communication (written or oral), (v) to affix to any suitable part of the Premises a sign or notice for selling the Property and keep the same so affixed without hindrance or molestation, and (vi) at any time within six (6) months before the expiration of the Term, to affix to any suitable part of the Premises a notice for letting the Premises and keep the same so affixed without hindrance or molestation. Except in an emergency, Landlord shall use reasonable efforts under the circumstances, taking into consideration that Landlord needs to complete such work in a cost-effective and efficient manner, to exercise its rights set forth in this Section in a manner not to materially and adversely interfere with Tenant's business operations, with Tenant agreeing to cooperate with Landlord in relation to Landlord's exercise of such rights set forth in this Section, including, without limitation, Tenant removing Tenant's furniture, fixtures, equipment and personnel from work areas and with Tenant recognizing Landlord's need to timely complete such work. Tenant shall not change any locks to the Premises without prior written notice to Landlord, and, if requested by Landlord in writing, Landlord shall at all times have a duplicate key to the Premises and access codes for any security systems at the Premises. Tenant shall cooperate with Landlord in connection with the foregoing access and for the purposes described above.

15. **INDEMNIFICATION AND LIABILITY**

Tenant shall exonerate, indemnify, defend and save Landlord harmless from all loss, cost and damage and expense, including reasonable attorneys' fees (a) on account of personal injury and property damage occurring at the Premises and all loss, cost and damage, including reasonable attorneys' fees, caused by Tenant or on account of any default by Tenant hereunder or by any nuisance made or suffered on the Premises or (b) incurred by Landlord on account of any personal injury and/or property damage asserted by Tenant or any of Tenant's agents, employees, contractors, officers, directors, shareholders, invitees and others for whom Tenant may be responsible, or (c) arising out of or related to the Permitted Use, including, without limitation, any injuries to persons or property, or (d) violations of Applicable Laws and failure to inform Landlord of Landlord Compliance Requirements. This paragraph shall not exculpate Landlord from Landlord's negligent acts or omissions.

Landlord and Tenant release each other, to the extent of their respective insurance coverages (or what would have been covered had the insurance required by this Lease been carried) from any claims and demands of whatever nature for damage, loss or injury to the Property or to the other's property in, on or about the Premises and the Property that are caused by or result from risks or perils insured against under any property insurance policies required by the Lease to be maintained. Landlord and Tenant shall cause their insurers to waive any right of recovery by way of subrogation against either Landlord or Tenant in connection with any property damage covered by any such policies. Provided, however, the foregoing shall not be construed to release or alter Tenant's agreements and obligations required by any other paragraph of this Lease to be performed and/or undertaken by Tenant.

This Section shall survive the expiration or earlier termination of this Lease.

16. **TENANT'S INSURANCE**

Tenant shall maintain with respect to the Premises and the Property of which the Premises are a part (i) casualty insurance covering all of Tenant's fixtures, equipment and personal property, in an amount at least equal to the full replacement cost and without application of a co-insurance penalty; and (ii) commercial general liability insurance covering the insured against claims of bodily injury, personal injury, including, without limitation, product liability insurance, and property damage arising out of Tenant's operations, assumed liabilities or use of the Premises, the Building, or other portions of the Property, including the performance by Tenant of the indemnities set forth herein, with a combined single limit per occurrence of not less than \$1,000,000.00 and \$2,000,000.00 in the aggregate, together with an overall umbrella coverage of an additional \$3,000,000.00, or such higher limits for such combined single limit per occurrence, aggregate and overall umbrella amounts as is or may be reasonably required by Landlord based upon inflation, increased liability awards, Tenant's Permitted Use, recommendations of Landlord's mortgagee ("**Mortgagee**") or professional insurance advisors together with any additional coverages in amounts as such advisors deem advisable in connection with Tenant's Permitted Use. All insurance required to be maintained by Tenant shall be with responsible companies qualified to do business in Massachusetts and in good standing therein insuring Landlord (and, if requested,

Landlord's lender(s) and/or ground lessor(s)) as additional insured, as well as Tenant, against injury to persons or damage to Property as provided. Tenant shall deposit with Landlord certificates for such insurance at or prior to the Rent Commencement Date, and thereafter no later than thirty (30) days prior to the expiration of any such policies, and all such insurance certificates shall provide that such policies shall not be canceled or modified in any material respect without at least thirty (30) days' prior written notice to each insured named therein, together with endorsements to the policy for Landlord as an additional insured and for the notice to Landlord.

17. **FIRE, CASUALTY - EMINENT DOMAIN**

Should a substantial portion of the Premises or of the Property of which the Premises is a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and Tenant may elect to terminate this Lease if: (a) Landlord fails to give written notice within sixty (60) days of its intention to restore Premises, or (b) Landlord fails to restore the Premises to a shell condition suitable for Tenant's fit-out within two hundred seventy (270) days after said fire, casualty or taking.

Landlord reserves, and Tenant grants to Landlord, all rights which Tenant may have for damages or injury to the Premises on account of any condemnation or taking by eminent domain, except that nothing herein shall limit Tenant's right to seek a separate award for damages to Tenant's fixtures, property or equipment provided the payment of which shall not reduce the award payable to Landlord.

18. **DEFAULT AND REMEDIES**

A. Landlord shall have the right to terminate this Lease in the event that any of the following occur (each a "**default**" or "**Default**" hereunder):

(a) Tenant (i) shall fail to maintain insurance as required under this Lease or comply with the Permits and Licenses or other Applicable Laws related to Tenant's Permitted Use or Landlord's Insurance is cancelled or (ii) shall fail to timely comply with the terms of Section 12, Section 19, Section 29.C. or Section 29.D. of this Lease, or (iii) shall fail to timely pay any installment of Rent or other sum herein specified and such failure shall continue for five (5) days after the due date hereof; (iv); shall have one or more Licenses and Permits suspended or revoked; or (v) Tenant's Institutional Lender terminates Tenant's account and Tenant does not have a replacement Institutional Lender within five (5) days of such termination.

(b) Tenant shall fail to observe or perform any of Tenant's covenants, agreements, or obligations hereunder other than a failure as set forth in clauses 18.A.(a) above and 18.A.(c) below, and such failure shall not be corrected within thirty (30) days after written notice ("**Non-Monetary Breach Notice**") thereof; or

(c) Tenant shall file a petition under any bankruptcy or insolvency or similar law, or if Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Tenant's property for the benefit of creditors.

B. Following a default by Tenant, Landlord shall have the right thereafter to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and/or to remove Tenant's effects, without prejudice to any rights or remedies hereunder, including, without limitation, which Tenant effects might be otherwise used for arrears of rent, other amounts due hereunder or in relation to other default(s) or otherwise as provided in Section 21 of this Agreement and/or to exercise such other rights and remedies as may be available at law or in equity. If Tenant shall default under this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligation for the payment of money in connection with this Lease and/or default by Tenant under this Lease, including but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceedings applicable to this Lease, including, without limitation, Tenant's default hereunder or Tenant's use of the Premises, such sums paid or obligations incurred, with interest at the Default Rate shall be paid to Landlord by Tenant as Additional Rent upon demand. Tenant shall pay all Landlord's costs, including attorneys' fees, in enforcing, defending, collecting and/or interpreting Landlord's rights under this Lease.

In the event of a default by Tenant resulting in Landlord's termination of this Lease, Tenant shall immediately owe Landlord and shall pay Landlord upon written demand the following amounts ("**Termination Payment**"): (i) the total of all amounts then due from Tenant under this Lease; and (ii) the total of Base Rent and Landlord's estimate of Additional Rent which may become due under this Lease through the end of what would have been the Lease Term but for the early termination. In addition to the Termination Payment, Tenant shall pay Landlord upon written demand interest on the outstanding unpaid Termination Payment, until fully paid, at the Default Rate, plus all costs of collection and all costs to comply with Applicable Laws, including, without limitation, the Massachusetts Department of Public Health, in relation to the removal and disposal of any of Tenant's furniture, fixtures, equipment, personal property and inventory, including, without limitation, all marijuana remaining at the Premises. Provided Tenant timely otherwise pays and performs its obligations under this Lease, including, without limitation under clauses (i) and (ii) of this paragraph, the net rent, if any, Landlord collects for the Premises for the balance of what would have been the Term but for the early termination after first deducting all costs and expenses related to the Default and Landlord exercising its rights and remedies under this Lease, including, without limitation, leasing costs, brokerage commissions, improvement costs, reasonable legal fees and expenses, and other costs incurred by Landlord in connection with the replacement lease, shall be remitted to Tenant, if, as and when received by Landlord, up to but not exceeding the amount paid by Tenant under clause (ii) above. Landlord at Landlord's option may make such alterations, repairs, replacements and decorations at the Premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of re-letting the Premises, and the making of such alterations or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way for the failure or refusal to re-let the Premises or any parts thereof, nor shall such failure or refusal of Landlord to re-let the Premises release or affect Tenant's liability for damages, and further, if the Premises are re-let,

Landlord shall in no event be liable in any way for the failure to collect the rents due under such re-letting, provided that Landlord acts in good faith.

This Section shall survive the expiration or earlier termination of this Lease.

19. **SECURITY DEPOSIT**

Upon signing this Lease, Tenant shall pay to Landlord a security deposit in the amount of three (3) months Base Rent (the "**Security Deposit**"), which shall be held as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant, and upon Tenant's default or would be a Tenant default but for the giving of notice, passage of time or both, Landlord may appropriate and apply the Security Deposit as provided herein. Provided Tenant has maintained this Lease current and without default during the Term of this Lease, as it may be extended, the Security Deposit or so much of such Security Deposit, if any, as remains after Landlord applies the Security Deposit to Tenant's obligations under this Lease, shall be refunded to Tenant, without interest, within sixty (60) days after the expiration of this Lease, conditioned upon Tenant's satisfactory compliance with the conditions of this Lease. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant, and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. In the event of default by Tenant, or an event that would be a default but for the giving of notice, passage of time or both, in the payment of Base Rent or Additional Rent or other amounts payable by Tenant hereunder or the performance of any other obligations to be performed by Tenant hereunder, Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the entire Security Deposit or so much thereof as may be necessary to compensate Landlord, toward the payment of Rent or other charges payable by Tenant or any other sums or loss or damage sustained by Landlord due to such default on the part of Tenant, and Tenant shall forthwith upon demand restore the Security Deposit to the original sum deposited. No interest shall be payable on the Security Deposit, and Landlord has the right to commingle the Security Deposit with other funds of Landlord. It is understood and agreed that such Security Deposit is not to be considered as prepaid rent, nor shall Landlord's damages be limited to the amount of such Security Deposit.

20. **NOTICE**

Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof or otherwise relating to this Lease, shall be deemed duly served if left at the Premises or mailed by registered or certified mail, return receipt requested, postage prepaid (deemed served on the date received or rejected on the return receipt), or sent by recognized daytime or overnight delivery service addressed to Tenant at the Premises (deemed served on the date received or rejected on the records of the daytime or overnight delivery service). Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof, shall be deemed duly served if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid (deemed served on the date received or rejected on the return receipt), or sent by recognized daytime or overnight delivery service (deemed served on the date received or rejected on the records of the daytime or overnight delivery service) addressed to Landlord at such address as Landlord

may from time to time advise Tenant in writing. All rent shall be paid to South I Realty LLC and notices and rent shall be sent to Landlord at 825 Beacon Street, Suite No. 1, Newton, Massachusetts 02459 until notice is sent to Tenant to the contrary.

21. **EXPIRATION AND SURRENDER**

Tenant shall at the expiration or other termination of this Lease surrender and yield up the Premises and remove any Designated Removal Items and all Tenant's goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all personal property and trade fixtures and all signs and lettering affixed or painted by Tenant, either inside or outside the Premises) and shall repair any damage to the Premises caused by such removal. Tenant shall deliver to Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises (exclusive of the Designated Removal Items), all of which shall be in good condition, damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property and Designated Removal Items from the Premises promptly upon expiration or termination of the Lease, Landlord is hereby authorized, without liability to Landlord for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due thereunder, or to discard or destroy such property, without liability or accounting to Tenant. In addition to the foregoing, to the extent that Landlord is required to comply with Applicable Laws in relation to any goods and effects left behind by Tenant, including, without limitation, related to cannabis and cannabis related products, Tenant shall be responsible for all Landlord's costs and expenses related to such removal of Tenant's goods and effects.

22. **BROKERAGE**

Tenant represents to Landlord that no broker was involved in this Lease or the transaction contemplated hereby, and Tenant agrees to exonerate, indemnify, defend and hold harmless Landlord from and against all loss, cost and expense arising out of a breach of the foregoing representation.

23. **CONDITION OF PREMISES**

Tenant acknowledges that Tenant has inspected the condition of the Premises and that, Tenant is leasing the Premises in its "AS IS", "WHERE IS", WITH "ALL FAULTS" condition, without representation or warranty of any kind and that Landlord has no obligation to perform any renovations or improvements to the Premises. Any additions or improvements required to the Premises, access thereto and/or the Building on account of Tenant's particular business or operating requirements shall be subject to Landlord's approval in Landlord's sole but reasonable discretion, and shall be provided, paid for and maintained by Tenant in accordance with the terms hereof.

24. **LANDLORD LIABILITY AND DEFAULT**

The obligations of Landlord hereunder shall be binding upon Landlord and each succeeding owner of Landlord's interest hereunder only during the period of such ownership, and Landlord and each succeeding owner shall have no liability whatsoever

except for its obligations during each such respective period. Recourse against Landlord under or on account of this Lease shall be limited to Landlord's interest in the Property; in no event may Tenant or any other party seek or obtain recourse to or from the assets of any manager, member, beneficiary or partner of Landlord or any employee, officer, director, shareholder, member or beneficiary of Landlord, its manager, managing agent or their respective successors and assigns. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be liable to Tenant or any other party for indirect, consequential, special or punitive damages. Notwithstanding anything to the contrary contained in this Lease, Landlord's and Tenant's obligations under this Lease are independent of each other, and, without limiting the generality of the foregoing, Tenant acknowledges that its covenant to pay Base Rent and Additional Rent hereunder is independent of Landlord's obligations hereunder, and that in the event that Tenant shall have a claim against Landlord, Tenant shall not have the right to deduct the amount allegedly owed to Tenant from any Base Rent or Additional Rent due hereunder, it being understood that Tenant's sole remedy for recovering upon such claim shall be to bring an independent legal action against Landlord.

Landlord shall not be deemed in default hereunder unless and until Landlord receives written notice of default and such default continues without cure for thirty (30) days or such additional time as is required to effect cure provided Landlord has then commenced and thereafter reasonably diligently pursues cure. Landlord's liability to maintain and repair shall always be limited to the cost of making such repair or accomplishing such maintenance.

25. **TENANT REQUEST FOR REVIEW, APPROVAL OR OTHER ACTION**

If Tenant requests Landlord's approval or any other action by Landlord hereunder (except a request for a Landlord required action under Section 9.B.), including, without limitation, consent to an assignment or sublease, or any other document is requested or any issue arises which in the reasonable opinion of Landlord requires review by Landlord's counsel, Tenant shall pay Landlord's attorneys' fees.

26. **ENVIRONMENTAL HAZARDS**

As used in this Lease, the term "**Hazardous Material**" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under applicable laws pertaining to the protection of the environment or governing the use, release, storage, generation or disposal of Hazardous Materials, whether now existing or hereafter enacted or promulgated ("**Hazardous Materials Laws**"). Tenant and those acting by, through or under Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises, Building or any other portion of the Property nor exacerbate any existing condition at the Premises or other portions of the Building or the Property that causes such condition to no longer comply with Hazardous Materials Laws; provided, however, Tenant shall be permitted to have customary cleaning materials and materials for computer, copier and telecopier machines so long as such materials are in

small quantities, maintained in a safe manner and used both as directed and pursuant to applicable law. Tenant shall exonerate, indemnify, defend and hold Landlord harmless from and against any and all actions (costs, claims, damages, including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment), liabilities or losses arising from a breach of this prohibition by Tenant or those acting on Tenant's behalf or those acting by, through or under Tenant. This Section shall survive the expiration or earlier termination of this Lease.

27. **SIGNAGE**

Tenant shall be permitted at its sole cost and expense to install one (1) exterior sign on the Building in the location of a prior Tenant's sign ("**Existing Sign**") in compliance with this Section. The design, layout and construction of the sign shall be subject to Landlord's approval, which approval shall not be unreasonably withheld provided the sign is aesthetically pleasing, consistent with the then current signage program at the Property, and in compliance with all applicable codes and ordinances, without the application of any variances or special permits. Tenant shall be responsible, at its sole cost and expense, to obtain all required sign permits from the city or town in which the Property is located and to remove the Existing Sign and install its sign initially and to maintain the sign in good and first-class condition at all times. Before affixing the sign to the Building, Tenant shall submit a final plan of the sign to Landlord for its prior written approval.

28. **HOLDOVER**

If the Tenant fails to vacate, yield-up, restore, surrender and deliver the Premises as required by the terms of this Lease on or before the expiration of this Lease at the end of the Term, or sooner following an early termination as provided for herein, such failure shall be deemed a holding over and shall not be deemed to create any tenancy, but the Tenant shall be a Tenant at Sufferance only subject to all of the Tenant obligations set forth herein, but at a daily rate equal to two (2) times the Base Rent, then payable under the Lease just prior to such holding over, and Additional Rent and other charges provided for under this Lease. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a Tenant at Sufferance only, at the aforesaid daily rate. Tenant shall also pay to Landlord all costs, expenses and damages, direct and/or indirect, sustained by Landlord by reason of any such holding over, including without limitations, attorneys' fees and expenses. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

29. **OTHER PROVISIONS**

A. Tenant shall be responsible at its sole cost and expense, to arrange for regular trash removal from an established, commercial trash removal company and a company legally qualified to handle, transport and dispose of cannabis waste in compliance with Applicable Laws, including, without limitation, any agency or

governmental authority overseeing the medicinal use of cannabis. Tenant's dumpster shall be not larger than a so-called "two-yard dumpster" and shall be maintained and secured in an area designated by Landlord. Tenant shall maintain the area around such dumpster in a neat and clean condition and in compliance with all Applicable Laws, including, without limitation, Board of Health requirements.

- B. Tenant acknowledges that the parking for Tenant and its invitees available on the Property is to be used in common with other tenants at the Property, on an "as available," "first come," "first serve" basis, at Tenant's sole risk and without liability or cost to Landlord. No parking by Tenant or its invitees is permitted at the Property between midnight and 6:00 a.m. daily.
- C. Tenant will not permit any abandonment of the Premises. Tenant agrees to remain open for business only during the hours permitted by Applicable Laws and permitted by its Licenses and Permits but not earlier than 6:00 a.m. nor later than 10:00 p.m. daily. Tenant's failure to conduct business at the Premises for a period of thirty (30) consecutive days or more, for any reason other than on account of casualty or condemnation or repair and renovation of the Premises approved by Landlord, shall, at Landlord's option, be a default hereunder.
- D. Within five (5) days after request by Landlord, Tenant will promptly complete an estoppel letter and/or subordination, non-disturbance and attornment agreement ("SNDA") in forms requested by Landlord to confirm the status of this Lease and subordination pursuant to Section 13 hereof. Failure of Tenant to timely sign and complete the required estoppel and/or SNDA shall, at Landlord's election, be a default under this Lease and, in all events, Landlord shall then be authorized to sign the estoppel letter and/or SNDA as Tenant's agent and the information and agreements therein shall be binding upon Tenant provided it is signed by Landlord in good faith.
- E. Tenant shall abide by all reasonable rules and regulations adopted by Landlord from time to time provided they are enforced or waived by Landlord in a non-discriminatory manner in relation to tenants similarly situated at the Property.
- F. No other agreements or representations have been made by either party except as expressly contained in this Lease. The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation or an 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 may be modified or altered only by agreement in writing 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.
- G. Recording of this Lease or a copy of this Lease shall be a default; however, if the Term of the Lease totals seven (7) years or longer, at Tenant's request, Landlord agrees to execute Landlord's form of a Notice of Lease for recording at Tenant's

expense, with a copy thereof following recording to be delivered promptly by Tenant to Landlord.

- H. The covenants and agreements of Landlord and Tenant shall be binding upon and inure to the benefit of each of them and their respective successors and assigns. No covenant, agreement or liability of any one party as Landlord, shall be binding upon another owner of the Property except for defaults occurring or incurred during such owner's period of ownership of the Property.
- I. For all purposes, Tenant and all guarantors, if any, hereby agree and consent that jurisdiction for any litigation with respect to this Lease and/or enforcement or compliance by or against any of the parties shall be exclusively commenced and processed within the State Courts of the Commonwealth of Massachusetts, and Tenant hereby consents to venue in the counties of Norfolk, Middlesex and/or Suffolk. For all purposes, rules applicable to addresses for service of process for Landlord, Tenant and/or guarantors shall be as required under the Notice provisions of this Lease.
- J. If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, the term, "**Landlord**" and "**Tenant**" mean the entities named above as Landlord and Tenant respectively, together with their respective successors and assigns, subject to Landlord's consent to any Tenant assignment as set forth herein.
- K. Tenant represents and warrants that Tenant is a corporation duly organized and in good standing under the laws of the Commonwealth of Massachusetts, and the person or persons executing this Lease on behalf of Tenant has full right, power and authority to execute and deliver this Lease, and upon such execution and delivery, this Lease shall be binding upon Tenant. Simultaneously with the execution hereof, Tenant shall deliver to Landlord a Clerk's Certificate in the form of **Exhibit B**.
- L. The headings herein contained are for convenience and shall not be construed a part of this Lease. Tenant's exoneration, indemnity, defend and hold harmless obligations under this Lease shall survive the termination of this Lease.
- M. This Lease shall be construed under and be governed by the laws of the Commonwealth of Massachusetts.
- N. If any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected. The enumeration of specific examples of a general provision shall not be construed as a limitation of the general provision. This Lease is executed as a sealed instrument and in multiple counterparts, or may be separately executed and assembled as a counterpart, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. A signed counterpart sent by telecopy or as a .pdf by email shall be deemed an original and legally binding on the party signing. Time is of the essence of the obligations of the parties to be performed within a specific time frame in this Lease.

- O. Landlord shall not be deemed to have waived, obligated itself to defer, consented to or granted any postponement to or for Tenant's performance of its obligations under this Lease, unless and until an agreement in writing for such waiver, deferral, consent or postponement has been signed by Landlord. Further, no postponement or delay by Landlord in pursuing collection and/or enforcement of Tenant's obligations under this Lease shall excuse Tenant's subsequent and/or continuing responsibility therefor, whether with respect to prior, then current or future such obligations. No modification or amendment to this Lease shall be valid or binding unless and until in writing and signed by the party against whom enforcement thereof may be sought.
- P. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due Landlord from Tenant shall be deemed to be anything but payment on account, and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon a letter accompanying said check, that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy.
- Q. Tenant and Landlord hereby waive, to the fullest extent permitted by law, any present or future right to trial by jury in any action or proceeding relating directly or indirectly to or arising out of this Lease or in any manner relating to the Premises, the Building or the Property. This waiver of right to trial by jury is given knowingly and voluntarily by Landlord and Tenant.
- R. Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business ("OFAC List"). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant's identity or to comply with any applicable legal requirement.
- S. To the extent that Landlord determines that it is necessary as a result of an emergency, legal requirements or unsafe condition, to perform an obligation that is Tenant's obligation in the first instance pursuant to this Lease, then Landlord may, at its option, require Tenant to pay Landlord the cost of Landlord's performance as follows (such payment by Tenant to Landlord shall be Additional Rent hereunder): (i) pay the estimated cost in advance within five (5) days of notice from Landlord to Tenant, either in one lump sum or periodic payments at Landlord's election, with Landlord permitted to increase the required periodic payments by Tenant based upon the increased costs, and in all events with Tenant obligated to reimburse Landlord within five (5) days of written notice if

Landlord's cost exceeds the estimate; (ii) pay any contractor(s) chosen by Landlord within the timeframe chosen by Landlord or (iii) make payment on account of Landlord's cost in any other manner as Landlord reasonably elects.

- T. Tenant covenants and agrees to keep the rental rate(s), the Term and other financial and business terms, and the form of this Lease (collectively, "**Confidential Information**") completely confidential; provided, however, that (i) such Confidential Information may be disclosed by Tenant to those of its officers, employees, attorneys, accountants, lenders and financial advisors who need to know such information in connection with Tenant's use and occupancy of the Premises and for financial reporting and credit related activities (it being understood that Tenant shall inform its representatives of the confidential nature of the Confidential Information and that such representatives shall be directed by Tenant, and shall each expressly agree, to treat such Confidential Information confidentially in accordance with the terms of this Section), and (ii) unless if required by applicable law or pursuant to court order, any other disclosure of such Confidential Information may only be made if Landlord consents in writing prior to any such disclosure.
- U. All inventory, equipment, goods, merchandise, furniture, fixtures and property of every kind which may be on or about the Premises shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the use or abuse of water or by the leaking or bursting of water pipes, or by rising water, or by roof or other structural leak, or in any other way or manner, no part of such loss or damage shall be charged to or borne by Landlord in any case whatsoever, except the foregoing shall not exculpate Landlord from its own negligent acts or omissions. Tenant agrees to maintain full and adequate insurance coverage on all of its property at the Premises, and such insurance on Tenant's property shall contain a waiver of subrogation clause in favor of Landlord, or shall name Landlord as an additional insured for the sole purpose of preventing a subrogation claim against Landlord.
- V. To the extent that the Rent Commencement Date has not occurred by June 30, 2018 ("**Outside Date**"), then Landlord or Tenant shall have the right to terminate this Lease upon ten (10) days prior written notice to the other ("**Ten Day Notice Period**"), and this Lease shall terminate ten (10) days following the Ten Day Notice Period.
- W. In consideration of Landlord entering into this Lease, the Guarantors have executed the Guaranty attached hereto.

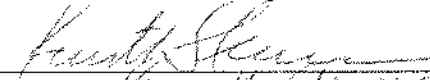
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Executed under seal as of January 8, 2018.

LANDLORD:

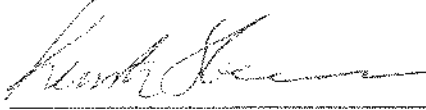
29 EVERETT STREET, LLC

By: Kenneth Stevens, its Manager

By: 
Name: Kenneth Stevens
Title: Manager
Duly Authorized

TENANT:

NEW ENGLAND CANNABIS CORPORATION

By: 
Kenneth Stevens, its President
Duly Authorized

and

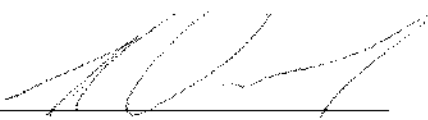
By: 
Kuldip Vaid, its Treasurer
Duly Authorized

Exhibit A

Tenant's Work


Subject to and conditioned upon Landlord's review and approval of Tenant's plans and specifications as provided in this Lease, Tenant shall, at its sole cost and expense, (a) perform all work necessary at the Premises for Tenant to open for business, including, without limitation, work necessary for the Premises to comply with all Applicable Laws, including related to ADA compliance, access to the Premises and installation of all life safety systems, including, without limitation, required fire suppression systems, (b) complete all other work on the Building caused by Tenant's Work on the Property, (c) install Tenant's permitted signage, (d) install Tenant's equipment and fixtures and (e) furnish all labor and materials required for installation of the foregoing items pursuant to the requirements of this Lease.

Exhibit B

Clerk's Certificate

The undersigned hereby certifies that he is the Clerk of New England Cannabis Corporation, a Massachusetts non-profit corporation, and that the execution and delivery of the foregoing Lease by Kenneth Stevens, the President of the Corporation and Kuldip Vaid, the Treasurer of the Corporation, have been duly authorized by all necessary votes and actions of the Corporation which are in full force and effect as of this day and that Kenneth Stevens and Kuldip Vaid have in fact signed the foregoing Lease.

ATTEST



Kuldip Vaid, Clerk

Dated as of January 8, 2018

GUARANTY

FOR VALUE RECEIVED, and as an inducement to 29 Everett Street, LLC, a Massachusetts limited liability company as "**Landlord**," to enter into the foregoing lease (the "**Lease**") with New England Cannabis Corporation, a Massachusetts non-profit corporation, as "**Tenant**" for premises at 1152 Beacon Street, Newton, Massachusetts, and in consideration of the Lease, the undersigned, jointly and severally (collectively, the "**Guarantor**" or "**Guarantors**"), unconditionally guarantee the full payment and performance and observance of all the covenants, conditions and agreements therein provided to be paid, performed and observed by Tenant and Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant (including, but not limited to, any consent given to sublet or assign) or by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by the relief of the Tenant from any of Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted).

Guarantor is materially benefited by the Lease and Landlord's execution of the Lease constitutes good, valuable and sufficient consideration for Guarantor's execution of this Guaranty. The undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease.

The Guarantor hereby waives all suretyship defenses, defenses in the nature thereof, all notices and demands, all rights of subrogation against Tenant or with respect to the security deposit, and acceptance hereof. The Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, extension or amendment of this Lease, whether or not the Guarantor shall have received any notice of, or consented to such renewal, modification, extension or amendment. The Guarantor further agrees that all liability under this Guaranty shall be primary, and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at Landlord's option, notwithstanding any prior waiver or indulgences, proceed against the Guarantor and the Tenant, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Tenant.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach. The Guarantor expressly agrees to be bound by all of the terms of the Lease including any renewal, modification, extension or amendment thereof.

No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of the Guarantor under this Guaranty; and

wherever reference is made to the liability of the Tenant named in the Lease, such reference shall be deemed likewise to refer to the Guarantor.

The Guarantor agrees at any time and from time to time, upon not less than ten (10) days' prior written request by Landlord, to deliver to Landlord current financial statements in form satisfactory to Landlord.

Guarantor hereby agrees that in any action seeking to enforce this Guaranty or otherwise arising hereunder, service of process shall be made upon the Guarantor at the Guarantor's address listed below.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then the Guarantor shall be deemed, jointly and severally, to be the Tenant under the Lease with the same force and effect as if the Guarantor were expressly named a joint tenant therein.

All notices permitted or required to be given hereunder shall be in writing and delivered in accordance with the provisions of the Lease with any notice to Guarantor addressed to the Guarantor at the address set forth below, sent by certified or registered mail, return receipt requested or by recognized overnight carrier or daytime delivery service.

Guarantor agrees to pay Landlord in addition to obligations of Tenant under the Lease, all costs and expenses, including, without limitation, reasonable legal fees and costs incurred by Landlord in seeking collection of, in defending and/or enforcing this Guaranty, and in amending, modifying, terminating or otherwise dealing with this Guaranty, and to pay interest, after demand, on all sums due and payable under this Guaranty, at the rate of one and one-half (1½%) percent per month.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the successors and assigns of the Landlord, and shall be binding upon the successors, including but not limited to the estate, or any administrator of the estate of the Guarantor, heirs, personal representatives and assigns of the Guarantor. Upon the death of the Guarantor, if Guarantor is a natural person, this Guaranty shall continue against Guarantor's estate as to all of the obligations, including that portion incurred or arising after the death of the Guarantor and shall be provable in full against Guarantor's estate, whether or not the obligations are then due and payable. If this Guaranty is signed by more than one person, then all of the obligations of Guarantor arising hereunder shall be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors and assigns.

As an inducement to Landlord to enter into the Lease, Guarantor hereby represents and warrants that: (i) Guarantor is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "**Specially Designated National and Blocked Person**" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to

as a "**Prohibited Person**"); (ii) Guarantor is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Guarantor (and any person, group, or entity which Guarantor controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Guaranty or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Guarantor of the foregoing representations and warranties shall be deemed a default by Guarantor hereunder and shall be covered by the default provisions of this Guaranty, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Guaranty.

This Guaranty shall be construed and interpreted under the laws of the Commonwealth of Massachusetts. Guarantor agrees that (a) jurisdiction for any legal process taken with respect to this Guaranty and/or enforcement or compliance by or against the Guarantor shall be exclusively commenced and processed within the State Courts of Middlesex or Suffolk Counties of the Commonwealth of Massachusetts, and (b) Guarantor submits to such jurisdiction.

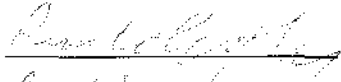
The Guarantor warrants and represents to Landlord that the Guarantor has no claims, setoffs, deductions nor offsets against Landlord.

If more than one person executes this Guaranty, all obligations shall be joint and several, all references to the singular shall include the plural wherever the context permits, and the waiver of suretyship defenses made above shall extend as between or among Guarantors as well as between Guarantor and Tenant.

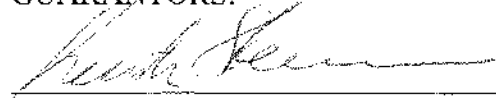
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EXECUTED as a sealed instrument as of January 8, 2018.

WITNESS:


Daniel L. Vaid

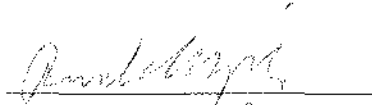
GUARANTORS:

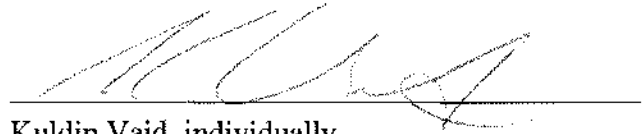


Kenneth Stevens, individually
Address: 6 Dogwood Road
Weston, Massachusetts 02493
Social Security No.: 947-39-4095

and

WITNESS:


Daniel L. Vaid



Kuldip Vaid, individually
Address: 186 Meadowbrook Road
Weston, Massachusetts 02493
Social Security No.: 028-84-2086