



Commonwealth

Alternative Care

BY HAND DELIVERY

March 10, 2017

Commissioner Monica Bharel, MD, MPH
Medical Use of Marijuana Program
Massachusetts Department of Public Health
99 Chauncy Street, 11th Floor
Boston, MA 02111

RECEIVED

MAR 13 2017

MA Department of Public Health
99 Chauncy Street
Boston, MA 02111

RE: Commonwealth Alternative Care Inc.
Response to RFI dated July 26, 2016

Dear Ms Bharel:

Please find the attached exhibits and responses to the Department's Request For Information dated July 26, 2016.

Please find enclosed:

- Revised Section B of the Siting Profile reflecting the new 1385 Cambridge Street, Cambridge dispensary location
- Letter of non-opposition from the City of Cambridge for the property located at 1385 Cambridge Street, Cambridge
- Revised Section D of the Siting Profile reflecting receipt of the SP2 special permit in Taunton and updated zoning compliance in Cambridge
- Lease for the property located at 1385 Cambridge Street, Cambridge
- Lease assignment and notification documents between Alternative Care Resource Group and Commonwealth Alternative Care demonstrating evidence of property interest on behalf of the applicant, Commonwealth Alternative Care

Please feel free to contact me by telephone at [REDACTED]

[REDACTED]

Commonwealth Alternative Care

SECTION B: PROPOSED LOCATION(S)

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

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

	Location	Full Address	County
1	Dispensing	1385 Cambridge Street, Cambridge MA 02138	Middlesex
2	Cultivation	30 Mozzone Boulevard, Taunton MA 02780-3751	Bristol
3	Processing	30 Mozzone Boulevard, Taunton MA 02780-3751	Bristol

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

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



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-660-5370
www.mass.gov/medicalmarijuana

July 26, 2016

Re: Request for Information

This letter is to inform you that the Department of Public Health ("Department") has reviewed Commonwealth Alternative Care, Inc.'s *Siting Profile* (Application 3 of 3). The *Siting Profile* requires the following information before the Department may complete its evaluation:

1. The Department is aware that the address of the proposed site in Cambridge has changed since the applicant received the letter of support or non-opposition from the City of Cambridge and that this new location requires a zoning amendment. As the location and zoning facts underlying the June 30, 2015 letter have changed, please submit to the Department a new letter of support or non-opposition from the City of Cambridge after the zoning amendment is enacted.

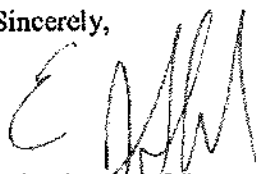
Please resubmit the additional or revised information as outlined above, via U.S. mail or hand-delivery, to:

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

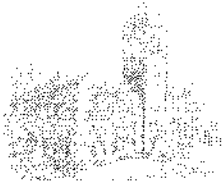
Upon receipt, the Department will review the information and will notify the applicant if it will proceed or if further information is required.

If you have questions or need assistance, you may contact the Department at 617-660-5370 or RMDapplication@state.ma.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Sheehan', written over a faint circular stamp.

**Eric Sheehan, J.D.
Interim Bureau Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health**



City of Cambridge
Executive Department

LOUIS A. DePASQUALE
City Manager

LISA C. PETERSON
Deputy City Manager

March 10, 2017

Commonwealth Alternative Care
c/o Rebecca Rutenberg
Vice President, Public Affairs
The Novus Group
137 Lewis Wharf
Boston, MA 02110

Re: Letter of Non-Opposition for Registered Marijuana Dispensary in Cambridge

Dear Ms. Rutenberg:

The City of Cambridge hereby provides this letter of non-opposition to Commonwealth Alternative Care ("CAC") to operate a Registered Marijuana Dispensary in Cambridge, Massachusetts at 1385 Cambridge Street. I have been authorized to provide letters of non-opposition at my discretion on behalf of the City by a vote taken by the Cambridge City Council at a duly noticed meeting held on June 22, 2015. The City has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use if a special permit from the Planning Board is granted.

Very truly yours,

Louis A. DePasquale
City Manager

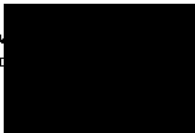


SECTION D: LOCAL COMPLIANCE

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

CAC proposes a dispensary facility at 1385 Cambridge Street, Cambridge, and a cultivation/processing facility at 30 Mozzone Blvd, Taunton. The proposed uses are beyond any residential, school, park or other set backs required by local bylaw or 105 CMR 725.110(A)(14). In Taunton, the proposed use is consistent with local zoning bylaws, Code Secs. 5.2 (Table of Use Regulations) and 10.4 (SP2 use). CAC has received its SP2 special permit in accordance with Sec 10.4 in Taunton. In Cambridge, the proposed property is located within the Business A zone, a zoning classification that allows for the proposed use subject to special permit approval (Section 11.802.8; Medical Marijuana-Location). The property meets all buffer criteria outlined in the zoning bylaw. CAC will diligently pursue a special permit in accordance with Section 11.803, 11.804, and 10.43. Ms. Whalen will assure that CAC maintains such compliance and will retain legal counsel and an engineering firm to further assure local compliance.

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



ATTESTATIONS

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

[Redacted Signature]

3/10/17

Signature of Authorized Signatory

Date Signed

[Redacted Name]

Print Name of Authorized Signatory

Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

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

[Redacted Signature]

3/10/17

Signature of Authorized Signatory

Date Signed

[Redacted Name]

Print Name of Authorized Signatory

Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

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

[Redacted Initials]

LEASE AGREEMENT

Between

WEINMAN PROPERTIES, LLC, Landlord

and

ALTERNATIVE CARE RESOURCE GROUP LLC, Tenant

Property at:

1385 Cambridge Street, Cambridge, Massachusetts

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LEASE

DATE OF LEASE EXECUTION: As of March 3, 2017

1. Reference Data

1.1 Definitions

Effective Date:	The date first set forth above.
Landlord:	Weinman Properties, LLC, a Delaware limited liability company
Landlord's Address:	281 Waban Ave., Waban, MA 02468
Tenant:	Alternative Care Resource Group LLC
Tenant's Address:	31 Broadway, Hanover, Massachusetts 02339
CAC:	Commonwealth Alternative Care Inc.
CAC's Address:	26 Watson Street, Suite 1, Cambridge, Massachusetts 02139
Building:	The three-story plus mezzanine building containing approximately 9,882 rentable square feet (the "Building") located on the Land.
Land:	The property at 1385 Cambridge Street, Cambridge, Massachusetts, shown on a plan attached hereto as Exhibit A (the "Plan") and further described in a deed recorded in the Middlesex South District Registry of Deeds in Book 65636, Page 01.
Premises:	Approximately 7,172 rentable square feet located on the First Floor, Second Floor, Third Floor and Mezzanine of the Building, as more particularly shown on the Plan.
Commencement Date:	March 1, 2017
Permitting Contingency Date:	August 31, 2017
Permitting Continuation Period:	The period beginning on the Commencement Date and expiring on the earlier to occur of the Permitting Contingency Date or termination of this Lease.
Term Expiration Date:	The last day of the tenth (10th) Lease Year of the Lease (the "Term Expiration Date") following the Rent Commencement Date, unless terminated earlier or extended as provided for in Section 3.3 herein.

**Commonwealth Alternative Care,
Application 3 of 3**

Lease Year: The first Lease Year shall commence on the Rent Commencement Date and expire on the day prior to the first anniversary of the Rent Commencement Date and thereafter, each twelve (12) calendar month period, which commences on an anniversary of the Rent Commencement Date.

Rent: Annual Fixed Rent (as defined in this Article 1) and the Additional Rent (as defined in Section 4.2).

Annual Fixed Rent:

Lease Year	Annual Fixed Rent	Payable in Monthly Installments of:
1	\$381,567.82	\$31,797.32
2	\$393,014.85	\$32,751.24
3	\$404,805.30	\$33,733.78
4	\$416,949.46	\$34,745.79
5	\$429,457.94	\$35,788.16
6	\$442,341.68	\$36,861.81
7	\$455,611.93	\$37,967.66
8	\$469,280.29	\$39,106.69
9	\$483,358.70	\$40,279.89
10	\$497,859.46	\$41,488.29
First Extension Term (if exercised):	Extension Period Annual Fixed Rent:	Payable in Monthly Installments of:
11	The Greater of 125% of Fair Market Rent as determined by the process set forth in Section 3.3 for the First Extension Term and \$512,795.24	One Twelfth of the Annual Fixed Rent

12	1.03 times Lease Year 11 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
13	1.03 times Lease Year 12 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
14	1.03 times Lease Year 13 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
15	1.03 times Lease Year 14 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
Second Extension Term (if exercised):	Extension Period Annual Fixed Rent:	Payable in Monthly Installments of:
16	The Greater of 125% of Fair Market Rent as determined by the process set forth in Section 3.3 for the Second Extension Term and \$594,470.23	One Twelfth of the Annual Fixed Rent
17	1.03 times Lease Year 16 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
18	1.03 times Lease Year 17 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
19	1.03 times Lease Year 18 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
20	1.03 times Lease Year 19 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent

**Rent Commencement
Date:**

The earliest to occur of: (i) Substantial Completion (as hereinafter defined) of Tenant's Initial Work, (ii) the first (1st) day of the sixth (6th) month following the Commencement Date, or (iii) September 1, 2017. "Substantial Completion" of Tenant's Initial Work shall be deemed to have occurred when Tenant's Initial Work has been materially completed (except for "punch list" items that can be corrected within thirty (30) days and do not interfere with the use of the Premises for the Permitted Use) substantially in a good and workmanlike manner, in accordance with the requirements of the

approved plans, in accordance with applicable laws, codes and ordinances and suitable for occupation and use for the Permitted Use.

Security Deposit: \$63,594.64, payable on the Effective Date, which amount shall increase by \$63,594.64 to \$127,189.28 by payment by Tenant to Landlord on the Rent Commencement Date, and which amount shall further increase by \$63,594.64 to \$190,783.92 by payment by Tenant to Landlord on February 1, 2018, and subject to reduction as set forth in Section 12 of this Lease.

Tenant's Proportionate Share: The rentable square footage of Premises from time to time divided by the rentable square footage of the Building from time to time, initially being 72.57%.

Tenant's Public Liability Insurance: \$3,000,000 per occurrence; \$5,000,000 general aggregate

Term: As defined in Section 3.2 and 3.3.

Permitted Use: General office use, and use as Registered Medical Marijuana Treatment Center ("RMMT"), Registered Marijuana Dispensary ("RMD"), and/or a Marijuana Retailer ("MR") as such terms are defined in Section 2(H) of Chapter 369 of the Acts of 2012 of The Commonwealth of Massachusetts, 105 CMR 725.000 et seq. and Chapters 334 and 351 of the Acts of 2016 of the Commonwealth of Massachusetts (collectively the "RMD Statute"), limited to displaying, dispensing and storing marijuana and products as defined, allowed, and/or mandated by the RMD Statute to qualifying persons or their personal caregivers and to no other persons, and for no other purpose or purposes, other than those allowed under the RMD Statute as it may be amended from time to time. Tenant shall not sell any products prohibited by the regulations of the City of Cambridge.

The use shall be limited to the above use. Tenant shall be explicitly prohibited from any use that does not comply with applicable laws or regulations. Tenant shall further not operate nor permit on the Premises; any "head shop" (or any other type of establishment for the sale of illegal drugs and/or illegal drug-related paraphernalia or equipment).

Tenant shall be open for business only as permitted by law.

1.2 Exhibits.

The following exhibit is incorporated as part of this Lease:

Exhibit A -- Plan of Premises ("Plan");

2. Contingencies

2.1 Permitting Contingency.

Tenant shall use commercially reasonable efforts to obtain all local and state permits and approvals necessary to occupy the Premises and operate an RMMT or an RMD in the Premises in compliance with all laws, including without limitation all state and local permits and approvals and all required local zoning permits, building permits and other approvals required for the legal occupation of the Premises and use thereof as an RMMT or an RMD (collectively, "Governmental Approvals"). Approvals required to operate a marijuana retail establishment for recreational marijuana are not included in this Permitting Contingency and shall be pursued at Tenant's own risk.

In the event that Tenant does not obtain all required Governmental Approvals, with all appeal periods having expired, by the Permitting Contingency Date, then Tenant shall have the right to terminate this Lease by written notice to the Landlord given prior to 5:00 pm Eastern Time on the Permitting Contingency Date. On the Permitting Contingency Date, Tenant shall provide Landlord with written notice as to whether or not it has obtained all required Governmental Approvals and Landlord shall have ten (10) days following such notice to terminate the Lease by written notice to the Tenant (in the event Tenant does not provide such notice, for the purposes of Landlord's termination right under this sentence Tenant shall be deemed not to have obtained all necessary Governmental Approvals). In the event that neither party exercises its termination right described in this paragraph, the Permitting Contingency shall have expired and this Lease shall remain in effect.

In addition to the termination rights set forth in the preceding paragraph, in the event that Tenant receives an affirmative rejection of a Governmental Approval prior to the expiration of the Permitting Contingency Date, Tenant shall promptly notify Landlord, and either party shall have the right to terminate this Lease by written notice given prior to the expiration of ten (10) days following such written notice, but no later than the Permitting Contingency Date. The termination right set forth in this paragraph with respect to affirmative rejection of a Governmental Approval explicitly expires on the Permitting Contingency Date.

In the event this Lease is terminated pursuant to this Section 2.1, Landlord's unamortized transaction costs, including but not limited to reasonable attorney fees, architectural fees, brokerage fees and other similar costs, shall be subtracted from the Security Deposit and the remainder shall be returned to Tenant and neither party shall have any further rights, reservations or recourse against the other.

Landlord agrees, at Tenant's sole cost and expense (including, but not limited to, filing fees and reasonable attorneys' fees), to cooperate reasonably with Tenant in obtaining the

Governmental Approvals by executing all applications, petitions or assents as may be necessary of a landlord or property owner.

Tenant covenants and represents that as a component of its commercially reasonable efforts to obtain the Governmental Approvals with respect to the Premises, Tenant has not and shall not (and affiliates and principals of Tenant have not and shall not) obtain site control of another location in the City of Cambridge for a RMMT, RMD and/or a MR prior to obtaining all Governmental Approvals and opening the Premises for business hereunder.

2.2 Permitting Continuation Fee.

During the Permitting Continuation Period, Tenant shall pay Landlord a monthly fee (the "Permitting Continuation Fee"), the total of which, if all payments are made pursuant to the terms of this Section, would be \$177,500.00. The Permitting Continuation Fee shall be paid in accordance with the following schedule:

Payment Due Date::	Permitting Continuation Fee Amount:
Effective Date of this Lease	\$12,500.00
First Day of the Month Following the Effective Date	\$22,500.00
First Day of the Month Following the Second (2nd) Payment	\$37,500.00
First Day of the Month Following the Third (3rd) Payment	\$50,000.00
First Day of the Month Following the Fourth (4th) Payment	\$55,000.00
Total:	\$177,500.00

Tenant shall pay the Permitting Continuation Fee in five (5) installments without demand, to the Landlord at its address set forth above or at such other place as is designated in writing from time to time by Landlord on the dates referenced in the above schedule (the "Permitting Continuation Fee Due Dates"). The Permitting Continuation Fee shall constitute a payment to Landlord for time the Premises is not earning rent and shall not constitute a deposit or security for Tenant's payment or performance under this Lease, provided that, should the Rent Commencement Date occur and this Lease is not terminated for failure to obtain Governmental

Approvals, the paid Permitting Continuation Fee shall be applied by Landlord first to Tenant's Proportionate Share of real estate taxes, public assessments, utilities and maintenance, and insurance costs with respect to the Premises during the Permitting Continuation Period (such costs will be determined during such period on a triple net basis and not as costs over a base year) and thereafter to Annual Fixed Rent.

In the event that Tenant fails to pay the Permitting Continuation Fee on the applicable Permitting Continuation Fee Due Date, such failure shall constitute a default, Landlord may terminate this Lease, among its other remedies, and any Security Deposit shall be the property of Landlord.

3. Premises and Term

3.1 Premises.

Subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises. During the Term, Tenant shall also have a right of access, in common with others, to a bathroom located on the first (1st) floor of the Building and a right to use and improve, at Tenant's sole cost and expense, the portion of the roof of the Building adjacent to the second (2nd) floor over the single-story portion of the Building provided that Tenant obtains all necessary permits and approvals therefor and complies with the alterations requirements of this Lease including, but not limited to, Section 7.2(d). During the Term, Tenant shall further also have a right of access, in common with others, to the stairway and entrance serving the Premises.

(a) **Parking.** Landlord shall use commercially reasonable efforts to make available to Tenant certain parking not located on the Land and controlled by a third party vendor (the "Parking Vendor"). The price, number and location of such parking spaces shall be determined in the discretion of the Landlord and the Parking Vendor. Such parking spaces shall be rented on a monthly basis pursuant to a separate Parking License Agreement. If at any time such Parking License Agreement is terminated or not in effect, Landlord shall have a right to use or license such spaces to others without such use or license constituting a default by Landlord hereunder. Such parking spaces are subject to any terms and conditions imposed by the Parking Vendor or the owner of the underlying real property upon which the parking spaces are located. Landlord makes no guarantee that any parking spaces will be available during the Term and parking shall not be a condition of this Lease.

3.2 Initial Term.

Tenant shall have and hold the Premises for the term commencing on the Commencement Date, and extending until the Term Expiration Date. The "Term" means said term as it may be earlier terminated or extended as provided for in this Lease.

3.3 Extension Term.

Provided (i) there is no uncured default of Tenant under this Lease at either the time of exercise or the commencement of the Lease Extension Period, as hereinafter defined, and (ii) Tenant has not assigned this Lease nor subleased any portion of the Premises, other than to a

Permitted Assignee, as hereinafter defined, Tenant shall have the option (the "Extension Options") to extend the term of this Lease for two (2) five (5) year periods (each, a "Lease Extension Period"). Tenant shall give prior written notice of its election to exercise an Extension Option ("Tenant's Election Notice") to Landlord not sooner than fifteen (15) months nor later than nine (9) months prior to the expiration of the Term of this Lease (the "Election Notice Period") (or with respect to exercise of the second Extension Option, not sooner than fifteen (15) months nor later than nine (9) months prior to the expiration of the first Lease Extension Period if the Term has previously been extended). Tenant's failure to deliver Tenant's Election Notice to Landlord within the Election Notice Period shall constitute a waiver of the Extension Option. Failure to timely exercise the first Extension Option shall waive the second Extension Option. Any extension of this Lease shall be upon the same terms and conditions set forth in this Lease, except that commencing on the first day of the Lease Extension Period, the Annual Fixed Rent for such Lease Extension Period (the "Extension Period Rent") shall be the greater of (i) 125% of fair market rent for general retail space for a similar quality building in a similarly populated area of the City of Cambridge, as determined by Landlord in its sole discretion and in good faith within three (3) months following the applicable Tenant's Election Notice ("Fair Market Rent"), and (ii) the alternative amounts set forth in Section 1.1 above representing a continuing annual increase of 3%. Tenant shall have no further option to extend the Term beyond the two Extension Options set forth above.

3.4 Right of First Offer.

Provided (i) there is no uncured default by Tenant under this Lease at the time of exercise of the Right of First Offer ("ROFO"), as hereinafter defined, and (ii) Tenant has not assigned this Lease nor subleased any portion of the Premises, other than to a Permitted Assignee, Tenant shall have a one-time ROFO to lease, but only in its entirety, any space within the first floor of the Building not leased to Tenant or a Tenant affiliate (the "ROFO Space") that becomes available for lease. Tenant shall have the right to attempt to negotiate a buy-out agreement with current building tenants as to the ROFO Space. Any such buy-out shall be coordinated with Landlord and Landlord shall not agree to release the current building tenant from its lease obligations until there is a binding lease or lease amendment executed and in effect with Tenant without any unexpired pre-commencement termination rights. If Tenant successfully negotiates a buy-out agreement with any other current building tenant for ROFO Space, then Tenant shall be deemed to have exercised its ROFO option with respect to all the ROFO Space that is subject to the buy-out agreement and must promptly notify Landlord in writing of the proposed terms of any such buy-out agreement. If the Tenant does not negotiate a buy-out agreement with any other current building tenant for ROFO Space, Tenant may exercise its ROFO with respect to the entirety of the ROFO Space by notifying Landlord in writing of its intention to rent the ROFO Space (a "ROFO Notice") not sooner than November 30, 2019 nor later than May 31, 2020 (the "ROFO Notice Period"). Tenant's failure to deliver a ROFO Notice within the ROFO Notice Period shall constitute a waiver of the ROFO. Once Tenant exercises its ROFO by reaching an agreement to buy-out a current tenant or delivering a ROFO Notice, Landlord and Tenant agree to work diligently to negotiate a new lease for the ROFO Space (or amendment of this Lease) consistent with the terms of this paragraph ("ROFO Lease"), provided, however, that if a lease or lease amendment is not executed with respect to the ROFO Space within thirty (30) days following the ROFO Notice, the ROFO Notice shall be deemed withdrawn (and, in the event of a proposed buy-out of a current tenant, Landlord shall have no obligation to release the current

tenant from its lease obligations), the ROFO shall expire and have no further force nor effect and Landlord shall thereafter be free to lease any of the first floor space in the Building to any party. If Tenant exercises its ROFO, Tenant shall take the ROFO Space in AS IS condition, with no additional Tenant Improvement Allowance, but except as set forth in this paragraph upon the same terms and conditions as this Lease with a coterminous Term and with the same extension rights set forth herein. The term of the lease for the ROFO Space shall commence on the date the existing lease with a current building tenant for the ROFO Space expires or terminates. If a ROFO Lease commences in the first Lease Year of this Lease, Annual Fixed Rent shall commence at \$53.20 per rentable square foot for the remainder of the first Lease Year and thereafter increase at three percent (3%) per Lease Year. If a ROFO Lease commences after the first Lease Year, the initial Annual Fixed Rent shall not be \$53.20, but shall be \$53.20 increased by three percent (3%) for each year after the first Lease Year of this Lease that has elapsed prior to commencement of a ROFO Lease and increase by three percent (3%) in each Lease Year thereafter.

4. **Rent**

4.1 **Annual Fixed Rent.**

Beginning on the Rent Commencement Date, Tenant covenants to pay to Landlord, during the Term, Annual Fixed Rent as set forth in Section 1.1 and Additional Rent as provided in Section 4.2 (Annual Fixed Rent and Additional Rent are hereinafter sometimes collectively referred to as the "Rent"). Annual Fixed Rent shall be payable in equal monthly installments in advance on the first day of every calendar month during the Term. Annual Fixed Rent for any portion of a calendar month at the beginning or at the end of the Term shall be at the annual or monthly Annual Fixed Rent rate and shall be paid with the first or last installment, 1/30th of a monthly payment being due for each day of a partial month. Tenant shall pay the Annual Fixed Rent during the Term, without demand, to the Landlord at its address set forth above or at such other place as is designated in writing from time to time by Landlord. Annual Fixed Rent and any Additional Rent payable directly to Landlord shall be paid in lawful money of the United States of America by check or electronic payment through a domestic branch of a United States financial institution.

4.2 **Additional Rent.**

Tenant covenants to pay each year during the Term as Additional Rent such real estate taxes, public assessments, utilities and maintenance, and insurance costs with respect to the Premises as provided in this Article 4.

(a) **Definitions.**

For the purposes of this Section 4.2, the following terms shall have the meanings set forth below:

- (1) **"Base Expense Year"** shall mean the calendar year 2017.
- (2) **"Base Tax Year"** shall mean the municipal fiscal year commencing July 1, 2016 and expiring June 30, 2017.

(3) **“Landlord’s Insurance”** shall mean insurance of the Building within which the Premises are located and Landlord’s liability insurance, rent loss insurance and any other insurance the Landlord determines in its reasonable discretion is appropriate and prudent, all such insurance to be with companies, on forms and in such amounts as the Landlord determines in its discretion is appropriate and prudent. Such costs shall include expenses related to the acquisition and installation of any safety or other device required by an insurer in order to insure the Building.

(4) **“Operating Expenses”** shall mean all of Landlord’s expenses, costs, and disbursements (but not specific costs billed to and paid by specific tenants, loan or ground lease payments, executive salaries, depreciation of the Building or leasing commissions) of every kind and nature that Landlord shall pay or become obligated to pay in connection with the ownership and operation of the Building, Land, and/or Premises, parking areas, facilities, structures and drives thereon, and any future additions or improvements thereto (collectively, the “Complex”), including, but not limited to the following:

- (i) all costs for and related to Landlord’s Insurance;
- (ii) costs of all supplies, materials and equipment rented or used in operation or maintenance of the Complex;
- (iii) management costs and the cost of all maintenance, janitorial, and service agreements for the Complex and the equipment therein including, but not limited to, alarm service, window cleaning, elevator maintenance, security service, traffic control, and janitorial service, and wages, salaries, and fees of all employees of Landlord and/or Landlord’s agents (whether paid directly by Landlord itself or reimbursed by Landlord to such other party) to the extent directly engaged in the operation and maintenance of the Complex and directly allocable thereto (except where such services are provided and paid for directly by Tenant in accordance with Article 7 of this Lease);
- (iv) costs of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or provided and paid for directly by Tenant pursuant to Article 7 of this Lease, or other third parties, and alterations attributable solely to tenants of the Building other than Tenant);
- (v) amortization of the cost of capital investment items which are primarily for the purpose of reducing operating costs, which may be required by governmental authority, or which may be reasonably required capital repairs or replacements (which costs shall be amortized over the reasonable life of the capital investment items by including in Operating Expenses the annual amortized amount thereof, with the reasonable life and amortization schedule being determined by Landlord in accordance with generally accepted accounting principles, but in no event to extend beyond the reasonable life of the Building); and
- (vi) Landlord’s central accounting costs applicable to the Complex;

Landlord and Tenant agree that the foregoing enumeration of specific types of costs and expenses is intended as illustrative only and shall not be construed so as to limit the inclusion of any types of costs or expenses otherwise intended to be included within the term “Operating

Expenses” but not set forth above or to obligate Landlord to provide any services contemplated thereby.

(5) **“Real Estate Taxes”** shall mean all taxes (or payments in lieu thereof), special or general assessments, water rents, rates and charges, sewer rents and other impositions and charges imposed by governmental authorities of every kind and nature whatsoever, extraordinary as well as ordinary and each and every installment thereof which shall during the Term of this Lease, or any extension thereof, be charged, levied, laid, assessed, in whole or such applicable portion become due and payable or become liens upon or with respect to the Building, the Land or the Premises, or any part thereof or on this Lease under or by virtue of all present or future legal requirements, and any tax based on a percentage fraction or capitalized value of the rent (whether in lieu of or in addition to the taxes hereinbefore described) computed as if the Building were the only property of Landlord subject to such tax. To the extent any assessment, imposition or charge may be paid by Landlord over a period of time, only that portion of any such assessment, imposition and charge due and payable during a lease year shall be included in “Real Estate Taxes”. Notwithstanding the foregoing, no tax on the income of Landlord shall be included in the definition of “Real Estate Taxes”.

(b) Payment of Operating Expenses.

Tenant shall pay as Additional Rent Tenant’s Proportionate Share (as hereinafter defined) of Operating Expenses in excess of the Operating Expenses for the Base Expense Year (“Excess Operating Expenses”). Prior to January 1 of each calendar year during the Term, Landlord shall provide an estimate of Excess Operating Expenses for the forthcoming calendar year. Tenant shall pay Fixed Rent for such forthcoming calendar year in accordance with Sections 1.1 and 4.1 of this Lease adjusted upward by Tenant’s Proportionate Share of the amount of such forthcoming year’s estimated Excess Operating Expenses. Notwithstanding the foregoing, the annual increase in Operating Expenses that are within Landlord’s reasonable power to control during each calendar year after the Base Expense Year shall be capped at 3% per year measured on a cumulative basis. Notwithstanding the foregoing, Landlord shall abate Excess Operating Expenses during the first Lease Year provided there is no Event of Default hereunder.

(c) Payment of Real Estate Taxes.

Tenant shall pay as Additional Rent Tenant’s Proportionate Share (as hereinafter defined) of Real Estate Taxes in excess of the Real Estate Taxes for the Base Tax Year (“Excess Taxes”). Prior to January 1 of each calendar year during the Term, Landlord shall provide an estimate of Excess Taxes for the forthcoming calendar year. Tenant shall pay Fixed Rent for such forthcoming calendar year in accordance with Sections 1.1 and 4.1 of this Lease adjusted upward by Tenant’s Proportionate Share of the amount of such forthcoming year’s estimated Excess Real Estate Taxes. Notwithstanding the foregoing, Landlord shall abate Excess Taxes during the first Lease Year provided there is no Event of Default hereunder.

(d) Alternative Procedure for Payment of Operating Expenses and Real Estate Taxes.

In lieu of the procedure set forth in Subsection (b) and (c) above, Landlord may bill Tenant periodically for Tenant's Proportionate Share of Operating Expenses and Real Estate Taxes as incurred by Landlord.

(c) Reconciliation.

Commencing on June 1, 2018, and by June 1, or as soon thereafter as possible, of each calendar year during each Lease Year of the Term, Landlord shall furnish to Tenant a statement of Landlord's Operating Expenses and Real Estate Taxes for the previous calendar year or partial calendar year, if applicable. If actual aggregate Operating Expenses and Real Estate Taxes are greater than Landlord's estimate thereof, a lump sum payment (which payment shall be deemed a payment of Additional Rent hereunder for all purposes) will be made from Tenant to Landlord within thirty (30) days of the delivery of such statement equal to Tenant's Proportionate Share of the amount by which actual Excess Operating Expenses and Excess Real Estate Taxes exceeded Landlord's Estimate thereof. If actual aggregate Excess Operating Expenses and Excess Real Estate Taxes are less than Landlord's estimate thereof, Landlord shall promptly deliver after delivery of such statement (but in no event within less than thirty (30) days) make a lump sum payment to Tenant (or at Landlord's option, Landlord may credit such lump sum amount against the rent installment due in the immediately succeeding month) equal to Tenant's Proportionate Share of the amount by which estimated aggregate Excess Operating Expenses and Excess Real Estate Taxes exceeded the actual amount thereof. The effect of this reconciliation payment or credit, as applicable, is that Tenant will pay during the Lease Term Tenant's Proportionate Share of Excess Operating Expenses and Excess Real Estate Taxes, and no more.

(f) Payment of Additional Taxes. In addition to payment of Tenant's Proportionate Share of Real Estate Taxes as described in Section 4.2(b), Tenant shall pay to the appropriate agency any sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by The Commonwealth of Massachusetts or any political subdivision thereof or other taxing authority upon any Rent payable hereunder. Tenant shall also pay, in accordance with applicable law, all taxes imposed on its inventory, furniture, trade fixtures, apparatus, equipment, leasehold improvements installed by Tenant or by Landlord on behalf of Tenant (except to the extent such leasehold improvements shall be covered by Real Estate Taxes), and any other property of Tenant.

Notwithstanding the foregoing, Landlord may require that Tenant's leasehold improvements be separately assessed by the taxing authority. Tenant shall pay to the public authorities charged with collection thereof the Real Estate Taxes assessed on the entire Premises for all tax periods wholly included in the Term, and to Landlord for any fraction of a tax period included in the Term at the beginning or end, the corresponding fraction of the Real Estate Taxes assessed for the period. Provided Landlord has given reasonable notice of any such tax payments due, but not less than fifteen (15) days' notice, all tax payments owed by Tenant shall be made at least fifteen (15) days before the last day upon which the taxes (or portion thereof concerned) may be paid without interest or penalty, except that payment for the period in which the Term ends shall be made not later than the end of the Term, and if the amount is not then determinable shall be made on the basis of the last prior tax, with readjustment as soon as the

correct amount is determinable. If at any time during the Term hereof a tax or excise on rents as a form of taxation is levied upon or assessed to Landlord, as a substitute in whole or in part for Real Estate Taxes assessed on Land and Building, or either, and not as part of a general income tax, Tenant shall pay the same at the same times and in the same manner as hereinbefore provided with respect to Real Estate Taxes, so far as practicable.

(g) Utilities and Maintenance.

Tenant covenants to assume and pay for the cost of utilities and maintenance to the Premises and costs of maintenance, repairs and replacements to the Building specified in paragraphs (a) through (d) of Section 7.1.

5. Tenant's Initial Work and Allowance

5.1 Tenant's Initial Work.

Tenant shall have access to any vacant portion of the Premises upon full execution of the Lease and any occupied portion of the Premises upon vacancy (not later than April 1, 2017). Upon being permitted access, Tenant, at Tenant's sole cost and expense, but subject to Tenant's right to receive the Allowance as provided in Section 5.2, shall have the right to perform the work necessary to prepare the Premises for Tenant's occupancy and operation of the Premises for the Permitted Use ("Tenant's Initial Work"), except Tenant shall not perform any work that interferes with the use and enjoyment of the occupied space below or adjacent to the Premises until that space becomes vacant.

Tenant's Initial Work shall be performed in accordance with Section 7.2(d) of this Lease, including, without limitation, obtaining the approval by Landlord of the final plans for Tenant's Initial Work. Landlord's consent to perform Tenant's Initial Work is solely for the benefit of Landlord, and neither Tenant nor any third party shall have the right to rely on Landlord's consent, or its approval of Tenant's plans, for any purpose whatsoever, other than the consent necessary for Tenant to proceed under this Lease. Tenant shall be responsible for all elements of the design and construction of Tenant's plans (including, without limitation, compliance with law, impact on the structure and systems of the Building, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design and construction.

Tenant shall be responsible for and shall pay the cost of performing any work necessary to ensure that the Premises and other areas of the Building comply with any relevant building code, accessibility, safety, utility, structural, or any other requirement triggered by Tenant's Initial Work.

In the event that Tenant's Initial Work results in the demolition or temporary restriction in access to the shared bathroom located on the First (1st) Floor of the Building, Landlord and Tenant agree to reduce the square footage of the Premises to accommodate a restroom for the neighboring tenant, the cost of such alteration shall be shared equally between Landlord and Tenant. In the event that Tenant's Initial Work results in the necessary modification of spaces outside of the Premises on the First (1st) Floor of the Building for purposes of egress, the cost of

such alteration (including the creation of a floor plan which is compliant with applicable laws and regulations) shall be shared equally between Landlord and Tenant. Any change in square footage that results from the alterations described in this paragraph shall not result in a change or reduction in the amount of Fixed Rent or Additional Rent owed pursuant to the terms of this Lease.

5.2 Tenant's Allowance.

Provided Tenant is not in default under this Lease, Landlord agrees to contribute a sum in an amount not to exceed \$325,000 (the "Allowance"), to be applied towards the cost of performing Tenant's Initial Work, whether such work is performed inside or outside of the Premises. The Allowance may only be used for the cost of documented hard costs in connection with the Tenant's Initial Work under this Lease.

Landlord shall pay the Allowance to Tenant on the last to occur of the Substantial Completion of Tenant's Initial Work, the Rent Commencement Date, the expiration of the Permitting Contingency Period, and the occurrence of all preconditions to release of the Allowance under this Lease, such payment to be made within thirty (30) days of receipt of a request for such Allowance, and only after Tenant furnishes sufficient evidence of the cost of Tenant's Initial Work which includes: (i) general contractor and architect's completion affidavits, (ii) full and final waivers of lien conditioned upon final payment, (iii) receipted bills covering all labor and materials expended and used, (iv) as-built plans of Tenant's Initial Work, and (v) the certification of Tenant and its architect that all elements of Tenant's Initial Work have been installed in a good and workmanlike manner in accordance with the approved plans, and in accordance with applicable laws, codes and ordinances.

6. Landlord's Covenant and Obligations

6.1 Quiet Enjoyment.

Landlord covenants during the Term that Tenant on paying the Rent and performing its obligations hereunder shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof.

6.2 Landlord Repairs.

Landlord shall maintain and as necessary repair or replace the structural elements, common areas and elements and roof of the Building and any other maintenance, repairs and replacements not required to be performed by Tenant hereunder and not installed by Tenant, or triggered by or related to Tenant's Initial Work. As set forth in Article 4, Tenant shall be responsible for Tenant's Proportionate Share of the costs of such maintenance, repairs and replacements.

Notwithstanding the foregoing, Tenant acknowledges that Tenant's Initial Work may include the installation of utility upgrades ("Tenant's Utility Elements") and alteration of structural elements, including but not limited to the construction of an elevator and an HVAC system, installation of steel beams and columns or alteration and addition of other structural

members, and the alteration, repair or installation of one (1) or more staircases (“Tenant’s Structural Elements”). Tenant shall be responsible for the maintenance and repair of Tenant’s Utility Elements and Tenant’s Structural Elements and in no event shall Landlord be responsible for any cost or liability arising from any repair or necessary replacement of Tenant’s Utility Elements or Tenant’s Structural Elements.

7. **Tenant’s Additional Covenants**

7.1 **Affirmative Covenants.** The Tenant covenants at its expense at all times during the Term and such further time as the Tenant occupies the Premises or any part thereof:

(a) To perform promptly all of the obligations of the Tenant set forth in this Lease; and to pay when due items of Annual Fixed Rent and Additional Rent and all charges by public authority or utility for heat, hot water, sewer, gas, electricity, telephone, internet, rubbish and garbage removal and other utilities or services used or consumed on the Premises, and service inspections made therefor, whether called charge, tax, assessment, use fee or otherwise (the “Utility Charges”). Tenant shall pay the Utility Charges directly to the proper authorities charged with the collection thereof other than water and sewer, which shall be paid by Landlord and reasonably allocated by Landlord to Tenant. Landlord shall otherwise be under no obligation to pay the cost of any utilities to the Premises.

(b) Except as to Landlord’s repair and replacement obligations set forth expressly in Article 6, to keep every part of the Premises, including Tenant’s Structural Work as defined in Section 6.2, in good and safe order, condition and repair, excepting only reasonable use and wear, making all repairs and replacements to the Premises necessary to maintain such condition, maintaining all electricity and lighting, performing all maintenance and janitorial services in the Premises, maintenance of any and all, and sidewalks adjacent to the Premises to maintain the appearance of the Premises in a neat and attractive condition. If Tenant installs an elevator in the Building as part of Tenant’s Initial Work, Tenant shall be responsible for maintaining the elevator in good, safe, clean order, all elevator repairs, and all elevator inspections necessary to legally operate the elevator.

(c) To keep in good repair and clean and free of snow and ice, the surfaced sidewalks that are adjacent to, or a part of, the Premises.

(d) To notify Landlord of any written notice from a governmental authority of a violation of any law, ordinance, order or regulation applicable to the Premises or the use and maintenance thereof; to make all non-structural repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to procure any licenses and permits as required for Tenant’s operations at the Premises and maintain them in good standing; and to comply with the laws, regulations, orders and regulations of all governmental authorities.

(e) To pay promptly when due the entire cost of any work to the Premises undertaken by the Tenant so that the Premises shall at all times be free of liens for labor and materials; promptly to clear the record of any notice of any such lien; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner,

employing materials of good quality and complying with all governmental requirements; and to save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

(f) To indemnify and save harmless Landlord from and against all claims of whatever nature to the extent arising from any act, omission or negligence of Tenant, Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by, through or under Tenant, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring after the commencement of the term hereof, and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, to the extent such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by, through or under Tenant.

(g) To permit the Landlord and its agents to examine the Premises at reasonable times and to show the premises to prospective purchasers, lenders and tenants, provided that Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises.

(h) That the Landlord shall not be required to supply any service to the Premises; that all personal property from time to time upon the Premises shall be at the sole risk of the Tenant; and that the Landlord shall not be liable for any damage which may be caused to the Premises or the contents thereof.

(i) To pay on demand the Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of the Tenant under this Lease or in curing any default by the Tenant under this Lease.

(j) At the termination of this Lease: to remove such of the Tenant's goods and effects as are not permanently affixed to the Premises; to repair any damage caused by any such removal; and peaceably to yield up the Premises and all alterations, additions, fixtures, and equipment which are permanently affixed to the Premises which shall thereupon become the property of the Landlord, clean and in good order, repair and condition, reasonable wear and tear, damage by fire or unavoidable casualty excepted.

(k) That this Lease shall be subject and subordinate to all mortgages on the Premises, now or hereafter in effect, and to all renewals, modifications, consolidations, and replacements of said mortgages. The term "subordinate" shall mean this Lease shall be deemed junior in lien to a mortgage and that the Tenant shall have the same rights as if this Lease were executed and delivered subsequent to the execution and delivery of such mortgage and with actual and record notice thereof. Tenant shall attorn to any successor owner of the real property of which the Premises are a part. Any mortgagee may at any time subordinate its mortgage to this Lease, without the Tenant's consent, by notice in writing to the Tenant and thereupon this Lease shall be deemed prior in lien to such mortgage without regard to their respective dates of execution, delivery and record; and in that event such mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed and delivered (and notice thereof recorded) prior to the execution and delivery and recording of the mortgage.

(l) To remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by the Landlord to the Tenant or to any assignee or sublessee.

(m) To be solely responsible, as between Landlord and Tenant, for any loss or damage that may be occasioned by or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property from the breaking, bursting, stopping or leaking of electric cables, wires and water, gas or steam pipes.

(n) To maintain insurance in accordance with this paragraph as follows:

(1) Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, and throughout the Term of this Lease, and thereafter, so long as Tenant is in occupancy of any part of the Premises, a policy of commercial general liability or comprehensive general liability insurance written on an occurrence basis with a broad form comprehensive liability endorsement under which Landlord (and such other persons as are in privity of estate with Landlord and Landlord's managing agent as may be set out in notice from time to time) and Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord, and those in privity of estate with Landlord, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages, in the broadest form of such coverage from time to time available in the jurisdiction in which the Premises are located. Tenant shall further carry workmen's compensation insurance covering all of the Tenant's employees working at the Premises with minimum limits at least compliant with law and in accordance with 105 CMR 725.000 et seq. Each policy of insurance shall be non-cancelable and non-amendable with respect to Landlord and Landlord's said designees without thirty (30) days' prior notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. As of the Commencement Date hereof, the minimum limits of liability of such insurance shall be as specified in Section 1.1 and from time to time during the Lease Term for such higher limits, if any, as are carried customarily in the Greater Boston Area with respect to similar properties. All insurance required to be maintained by Tenant pursuant to this Lease shall be maintained with responsible companies qualified to do business, and in good standing, in the Commonwealth of Massachusetts and which have a rating of at least "A-" and are within a financial size category of not less than "Class VIII" in the most current Best's Key Rating Guide or such similar rating as may be reasonably selected by Landlord if such Guide is no longer published. Tenant shall furnish to Landlord such further information as it may require concerning insurance coverage to the Premises, not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with the terms of this Lease is scheduled to expire. Without limiting Landlord's other rights under any provisions of this Lease, if such failure shall continue for a period of five (5) days following written notice by Landlord to Tenant thereof, then Landlord, without any further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

(2) Tenant, at Tenant's expense, shall maintain at all times during the Term of the Lease insurance against loss or damage covered by the so-called "all risk" type insurance coverage with respect to Tenant's fixtures, equipment, goods, wares and merchandise, tenant improvements made by or paid for by Tenant, and other property of Tenant (collectively

"Tenant's Property"). Such insurance shall be in an amount at least equal to the full replacement cost of Tenant's Property.

(3) Tenant shall maintain Worker's Compensation insurance as required by any applicable law or regulation and in accordance with the laws of the state, territory or province having jurisdiction over each party's employees. Tenant shall maintain Employer's Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and in accordance with 105 CMR 725.105 (Q)(1).

(4) Tenant shall maintain Business Automobile Liability insurance covering all owned, rented (hired) and non-owned vehicles used in connection with this Lease or the Premises. Such insurance shall have limits of Two Hundred Fifty Thousand Dollars (\$250,000) each accident for bodily injury and property damage.

(5) All insurance, whether or not required, carried by either party with respect to the Premises or occurrences thereon, shall include either provisions designating the Tenant and its employees and the Landlord, if it so requests, as one of the insureds or provisions denying to the insurer acquisition by subrogation of rights of recovery against the Tenant and its employees and the Landlord, if it so requests. Either party shall be entitled to have certificates of the policies covering either provisions. Tenant shall not acquire as an insured under any insurance on any building on the Premises or as a payee of any such insurance proceeds, any right to participate in the adjustment of loss or to receive the proceeds, except as provided in this Lease. Each party, notwithstanding any provision of this Lease to the contrary, waives any rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing provisions denying to the insurer acquisition of rights by subrogation.

7.2 Negative Covenants. Tenant covenants at all times during the Term and such further time as the Tenant occupies the Premises or any part thereof:

(a) Assignment and Sublease.

(1) Tenant covenants not to assign or mortgage this Lease or sublet the whole or any part of the Premises without, in each instance having first received the written consent of Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay. In any case where Landlord shall consent to such assignment or subletting, Tenant shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided under this Lease. Consent to any one (1) assignment, sublet or transfer does not constitute a waiver of the requirement for Landlord consent to further assignments, sublets or transfers. Tenant shall be required to pay Landlord's reasonable attorneys' fees for reviewing and documenting any requested assignment, sublease or transfer, regardless of whether Landlord consents thereto.

(2) The consent of Landlord to an assignment or sublease may not be unreasonably withheld, conditioned or delayed, provided that it is agreed to be reasonable for Landlord to consider any of the following reasons, which list is not exclusive, in electing to deny consent:

(i) The financial strength of the proposed transferee at the time of the proposed assignment or sublease is not at least equal to that of Tenant at the time of execution of this Lease;

(ii) A proposed assignee or sublessee whose occupancy will require a variation in the terms of this Lease (including, without limitation, a variation in the use clause) or which otherwise adversely affects any interest of Landlord, provided, however, that Landlord shall not unreasonably withhold, delay or condition its consent to a change in the Permitted Use to permit (A) professional services use such as architectural, engineering, design, accounting, legal or the like and (B) subleases or licenses for the following complimentary uses to the Permitted Use: medical office; holistic health; aromatherapy; dry tea sales, and acupuncture ("Complimentary Uses"), provided that such Complimentary Uses, in the aggregate, do not constitute 50% or more of the square footage of the Premises.

(iii) The existence of any uncured Event of Default by Tenant under any provision of this Lease;

(iv) the proposed assignee or sublessee is a governmental agency or unit, a non-profit or charitable entity or organization; or

(v) the proposed assignee or sublessee will use, store or handle Hazardous Materials in or about the Premises of a type, nature or quantity materially differing in nature from Hazardous Materials used, stored or handled by Tenant and not then acceptable to Landlord.

(3) For purposes of this Lease, if Tenant or any general partner of Tenant is a corporation, the sale or transfer of twenty-five percent (25%) or more of the stock of Tenant or such general partner or the stock of the parent corporation of Tenant or such general partner (whether such sale or transfer occurs at one time or at intervals so that, in the aggregate, over the term of this Lease, such a transfer shall have occurred) shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease. For purposes of this Lease, if Tenant is a limited partnership, the transfer of more than twenty-five percent (25%) of the partnership interests in the Tenant or the addition or removal of any general partner shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease. For purposes of this Lease, if Tenant is a limited liability company, the transfer of more than twenty-five percent (25%) of the membership interests in the Tenant or the addition or removal of any manager shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease. For purposes of this Lease, if Tenant sells or transfers substantially all of its assets, such sale or transfer shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease.

(4) In the event Tenant proposes to assign this Lease (other than to a Permitted Assignee, as hereinafter defined) or sublet the whole or any part of the Premises (other than to a subtenant for a Complimentary Use or to a Permitted Assignee), Landlord shall have the right to terminate this Lease by giving Tenant notice of Landlord's desire to do so, in which event Tenant shall be relieved of all further liability under this Lease accruing from and after the date of termination, provided, however, that upon such notice from Landlord to Tenant, Tenant shall

have five (5) days to withdraw its request to assign or sublet in which event this Lease shall not terminate due to Landlord's notice to terminate.

(5) In addition, in the case of any assignment or subleasing as to which Landlord may consent (other than to a Permitted Assignee) such consent shall be upon the express and further condition, covenant and agreement, and Tenant hereby covenants and agrees that, in addition to the Rent, fifty percent (50%) of the "Assignment/Sublease Profits" (hereinafter defined), if any, shall be paid to Landlord. The "Assignment/Sublease Profits" shall be the excess, if any, of (a) the "Assignment/Sublease Net Revenues" as hereinafter defined over (b) the Rent (provided, however, that for the purpose of calculating the Assignment/Sublease Profits in the case of a sublease, appropriate proportions in the applicable Rent shall be made based on the percentage of the Premises subleased and on the terms of the sublease). The "Assignment/Sublease Net Revenues" shall be the rent payable either initially or over the term of the sublease or assignment plus all other profits and increases to be derived by Tenant as a result of such subletting or assignment, less the reasonable costs of Tenant incurred in such subleasing or assignment (the definition of which shall include but not necessarily be limited to rent concessions, brokerage commissions and alteration allowances) amortized over the term of the sublease or assignment. All payments of the Assignment/Sublease Profits due Landlord shall be made within ten (10) days of receipt of same by Tenant.

(6) As a condition to any such assignment or subletting, Landlord may require that any assignee or subtenant agree, in writing at the time of such assignment or subletting, that if Landlord gives such party notice that Tenant is in default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment.

(7) Permitted Assignment. Notwithstanding the foregoing, Landlord's consent is not required for any assignment to an Affiliate, as defined below, as long as the following conditions are met (a "Permitted Assignment" and such Affiliate, the "Permitted Assignee"):

(i) At least ten (10) business days before the assignment, Landlord receives written notice of the assignment (as well as any documents or information reasonably requested by Landlord regarding the assignment or Affiliate);

(ii) The assignment is not a subterfuge by Tenant to avoid its obligations under this Lease;

(iii) Assignee assumes in writing all of Tenant's obligations under this Lease relating to the Premises; and

(iv) Assignee has a tangible net worth, as evidenced by financial statements delivered to Landlord and certified by an independent certified public accountant in accordance with generally accepted accounting principles that are consistently applied ("Net

Worth”), at least equal to Tenant’s Net Worth either immediately before the Transfer or as of the date of this Lease, whichever is greater.

(v) For purposes hereof, the term “Affiliate” means any entity that controls, is controlled by, or is under common control with Tenant or any entity that is the survivor by merger or consolidation with Tenant, any entity that purchases a controlling interest in Tenant, or any entity that purchases all or substantially all of Tenant’s assets as a going concern. “Control” means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity’s affairs.

Tenant intends, on or after the Execution Date, to assign this Lease to CAC. By execution of this Lease, CAC assumes all of Tenant’s obligations under this Lease relating to the Premises and agrees to be bound hereunder and Landlord agrees, subject to review and approval of the assignment, which approval shall not be unreasonably withheld, conditioned or delayed, to consent to an assignment to CAC. Landlord shall not require CAC to meet the Net Worth requirements above and after such assignment Tenant shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided under this Lease.

(8) If this Lease shall be so assigned, or if the Premises or any part thereof shall be underlet or occupied by anybody other than Tenant, Landlord shall nevertheless collect rent from the Tenant assignor. No such assignment, occupancy or collection shall be deemed a waiver or release of Tenant from full performance hereunder.

(b) Not to make any use of the Premises for other than the Permitted Use and to operate the Permitted Use in compliance with all laws regulations, orders and rulings.

(c) Not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance or waste; nor permit the emission of any unreasonably objectionable noise or odor; nor burn any trash or refuse at the Premises; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance, federal, state or local (including any environmental law or regulation), or which will invalidate any of the Landlord’s insurance.

(d) Not to make any alterations or additions, improvements, demolitions, renovations, or other work to the Premises whether or not such work requires any permits without the prior written consent of the Landlord, which may be withheld by the Landlord in its sole discretion. Tenant covenants and agrees not to make alterations, additions or improvements to the Premises, whether before or during the Lease Term, except in accordance with plans and specifications therefor first approved by Landlord in writing, which approval shall not be unreasonably withheld. Landlord shall not be deemed unreasonable: (i) for withholding approval of any alterations, additions or improvements which (1) in Landlord’s opinion might adversely affect any structural or exterior element of the Building, any area or element outside of the Premises or any facility serving any area of the Building outside of the Premises, or (2) involve or affect the exterior design, size, height or other exterior dimensions of the Building, or (3) enlarge the rentable floor area of the Premises; or (ii) for making its approval conditional on Tenant’s

agreement to restore the Premises to its condition prior to such alteration, addition, or improvement at the expiration or earlier termination of the Lease Term.

(1) Landlord's review and approval of any such plans and specifications and consent to perform work described therein shall not be deemed an agreement by Landlord that such plans, specifications and work conform with applicable law and requirements of insurers of the building in which the Premises is located (herein called "Insurance Requirements") nor deemed a waiver of Tenant's obligations under this Lease with respect to applicable law and Insurance Requirements nor impose any liability or obligation upon Landlord with respect to the completeness, design sufficiency or compliance of such plans, specifications and work with applicable law and Insurance Requirements.

(2) Tenant covenants and agrees that any alterations, additions, improvements or installments made by it to or upon the Premises shall be done in a good and workmanlike manner and in conformity with all applicable law and Insurance Requirements now or hereafter in force, that materials of first and otherwise good quality shall be employed therein, that the structure of the buildings shall not be endangered or impaired thereby and that the Premises shall not be diminished in value thereby.

(3) All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by or for Landlord and in such manner as to maintain harmonious labor relations and not to damage the buildings or improvements or interfere with building construction or operation and, except for installation of furnishings, shall be performed by Landlord's general contractor or by contractors or workmen first approved by Landlord. Except for work by Landlord's general contractor, Tenant shall procure all necessary governmental permits before making any repairs, alterations, other improvements or installations. Tenant agrees to save harmless and indemnify Landlord from any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work whether the same be performed prior to or during the Term of this Lease. In addition, Tenant shall cause each contractor to carry workmen's compensation insurance in statutory amounts covering the employees of all contractors and subcontractors, and commercial general liability insurance or comprehensive general liability insurance with a broad form comprehensive liability endorsement with such limits as Landlord may require reasonably from time to time during the Term of this Lease, but in no event less than the minimum amount of commercial general liability insurance or comprehensive general liability insurance Tenant is required to maintain as set forth in Section 7.1 hereof (all such insurance to be written in companies approved reasonably by Landlord and insuring Landlord and Tenant as well as contractors) and to deliver to Landlord certificates of all such insurance.

(4) Tenant covenants and agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees or contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the building and immediately to discharge any such liens which may so attach.

(5) All work, construction, repairs, alterations, other improvements or installations made to or upon the Premises shall become part of the Premises and shall become

the property of Landlord and remain upon and be surrendered with the Premises as a part thereof upon the expiration or earlier termination of the Lease Term, except as follows:

(i) All trade fixtures whether by law deemed to be a part of the realty or not, installed at any time or times by Tenant or any person claiming under Tenant shall remain the property of Tenant or persons claiming under Tenant and may be removed by Tenant or any person claiming under Tenant at any time or times during the Lease Term or any occupancy by Tenant thereafter and shall be removed by Tenant at the expiration or earlier termination of the Lease Term if so requested by Landlord. Tenant shall repair any damage to the Premises occasioned by the removal by Tenant or any person claiming under Tenant of any such property from the Premises.

(ii) At the expiration or earlier termination of the Lease Term, unless otherwise agreed in writing by Landlord, Tenant shall remove any wiring for Tenant's computer, telephone and other communication systems and equipment and any alterations, additions and improvements made with Landlord's consent during the Lease Term for which such removal was made a condition of such consent hereunder. Upon such removal Tenant shall restore the Premises to their condition prior to such alterations, additions and improvements and repair any damage occasioned by such removal and restoration.

(iii) If Tenant shall make any alterations, additions or improvements to the Premises for which Landlord's approval is required hereunder without obtaining such approval, then at Landlord's request at any time during the Lease Term, and at any event at the expiration or earlier termination of the Lease Term, Tenant shall remove such alterations, additions and improvements and restore the Premises to their condition prior to same and repair any damage occasioned by such removal and restoration. Nothing herein shall be deemed to be a consent to Tenant to make any such alterations, additions or improvements, the provisions of this Section 7.2(d) being applicable to any such work.

(6) Tenant shall pay, as additional rent, one hundred percent (100%) of any increase in real estate taxes on the Premises which shall, at any time after the Commencement Date, result from alterations, additions or improvements to the Premises made by Tenant if the taxing authority specifically determines such increase results from such alterations, additions or improvements made by Tenant.

7.3 Hazardous Materials. Tenant hereby represents, warrants and agrees to the following:

(a) Other than in the ordinary course of Tenant's business and the ordinary use of standard office and cleaning supplies used in compliance with Environmental Laws (as defined below), Tenant will not use the Premises for the generation, use, manufacture, recycling, transportation, treatment, storage, discharge or disposal of any hazardous, toxic or polluting substance or waste (including petroleum products and radioactive materials) ("Hazardous Substances") or for any use which poses a risk of damage to the environment and will not engage in any activity which could subject Landlord to any liability under Environmental Laws (as defined below).

(b) Tenant will comply with all applicable environmental statutes, rules, regulations and orders of any federal, state or municipal government ("Environmental Laws") in effect at any time during the term of this Lease; obtain in its own name any and all environmental permits, registrations, licenses, authorizations, approvals or identification numbers required or desirable under Environmental Laws ("Environmental Permits") as are necessary for its operations; and comply with all such Environmental Permits.

(c) Tenant will assume full responsibility for reporting any release, spill, leak, discharge, disposal, pumping, pouring, emission, emptying, injecting, leaching, dumping, or escaping ("Release") or threat of Release of any Hazardous Substance at the Premises to the appropriate environmental agencies and immediately provide notice of such Release or threat of Release to Landlord. Tenant will assume full responsibility for any investigation, clean-up or other action required in relation to any such Release or threat of Release caused by Tenant, its successors, assigns and subtenants and will indemnify and hold Landlord harmless for any claims, costs or expenditures in relation thereto. Tenant will take all necessary precautions to avoid any such Releases or threats of Release.

(d) Tenant will take no action which could result in a lien being imposed on the Premises by the State or Federal Government under any environmental statute.

(e) Tenant will not install any Hazardous Substance storage tank, asbestos containing materials nor polychlorinated biphenyl ("PCB") containing equipment at the premises without the advance written permission of Landlord.

(f) Tenant will take no action which could require Landlord to include in the deed to the property a notice of disposal/release of Hazardous Substances at the site.

(g) If at any time, Landlord has a reasonable belief that Tenant has not complied with the provisions of this Section 7.3 or that a Release has occurred for which Tenant is responsible hereunder, Landlord may have an environmental inspection performed at the Premises at Tenant's sole expense.

8. Casualty and Taking

8.1 Fire or Other Casualty. In case the Premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by the action of any public authority in consequence of a fire or other casualty, or damaged or destroyed by other casualty, this Lease shall, unless it is terminated as provided below, remain in full force and effect and the Landlord shall at its expense, proceeding with all reasonable dispatch, repair or rebuild the Premises in a good and workmanlike manner so as to restore them to the condition they were in immediately prior to such damage, destruction or demolition, but the Landlord (a) shall not be responsible for any delay which may result from governmental regulations, inability to obtain labor or materials or any other cause beyond the Landlord's reasonable control and (b) shall not be required to expend in such repair or rebuilding more than the proceeds of insurance, if any, recovered or recoverable with respect to the damage, destruction or demolition. Tenant shall at its expense, proceeding with all reasonable dispatch, repair or replace such of Tenant's Improvements including its fixtures and equipment as may have been damaged or destroyed. Tenant shall not

be required to repair or restore fixtures installed by Tenant which have become part of the real estate. There shall be a reasonable abatement of the Annual Fixed Rent payable hereunder from the time of the damage or destruction until completion of the repairs or rebuilding to be made by the Landlord.

In case 40% or more of the area of the Building is destroyed or so damaged by fire or other casualty insured under the Landlord's fire and extended coverage insurance policy as to render such portion of the Building untenable, the Tenant may at its election, by notice to the Landlord given within sixty (60) days after such destruction or damage, terminate this Lease.

In case 40% or more of the area of the Building is destroyed or so damaged by fire or other casualty insured under the Landlord's fire and extended coverage insurance policy as to render such portion of the Building untenable, or in case the Building shall be materially damaged by any casualty other than those covered by such insurance policy, the Landlord may at its election, by notice to the Tenant given within sixty (60) days after such destruction or damage, terminate this Lease. If the Premises are damaged or destroyed by fire or other casualty so as to render the Premises substantially unsuitable for their intended use, the Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord if:

(a) Landlord fails to give written notice within forty five (45) days of the fire or casualty of its intention to restore the Premises, or

(b) Landlord fails to commence restoration of the Premises as above provided within ninety (90) days of the fire or casualty, provided that such delay is not caused by any action or circumstance beyond the Landlord's reasonable control. Landlord's obligations to restore shall (1) be limited to that work for which the proceeds of insurance made available to the Landlord by any mortgagee holding a mortgage covering the premises are sufficient to pay in full; and (2) extend only to repair and restoration of the real estate constituting the Premises, expressly exclusive of any and all personal property, trade fixtures and equipment of Tenant. Any balance of net insurance proceeds remaining after payment in full of all work which Landlord is obligated to do shall be retained by Landlord; or

(c) the restoration of the Premises is not complete within two hundred seventy (270) days following commencement of restoration.

Tenant must give said thirty (30) days' written notice within thirty (30) days after the expiration of the period within which Landlord must act under (a), (b), or (c), as the case may be.

Landlord shall have the right to make all insurance settlement negotiations and to make a final settlement on any insurance claims affecting their rights under this Lease, subject to the Tenant's review and right of approval, which shall not be unreasonably withheld.

8.2 Eminent Domain. The Landlord reserves and excepts all rights to damages to the Premises and the leasehold hereby created now accrued or hereafter accruing (not including damages to the Tenant's stock in trade, or for interference with Tenant's business, and damages to fixtures which the Tenant is entitled to remove upon termination of this Lease) by reason of any exercise of the right of Eminent Domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation the Tenant grants to the

Landlord all the Tenant's rights to such damages. The Tenant covenants to execute and deliver such further instruments of assignment thereof as the Landlord may from time to time request. If all the Premises are taken by Eminent Domain this Lease shall terminate when the Tenant is required to vacate the Premises. If by a taking by Eminent Domain the area of the Premises is materially reduced, this Lease may at the option of the Landlord or Tenant be terminated as of the date when the Tenant is required to vacate the portion of the Premises so taken, by notice to be given not more than thirty (30) days after the date on which the party giving notice receives notice of the taking. Except as provided in this Section 8, this Lease shall not be terminated or otherwise affected by any exercise of the right of Eminent Domain. Whenever any portion of the Premises shall be taken by any exercise of the right of Eminent Domain, and if this Lease shall not be terminated in accordance herewith, the Landlord shall at its expense, proceeding with all reasonable dispatch, do such work as may be required to restore the Premises or what remains thereof (not including the Tenant's fixtures and equipment) as nearly as may be to be condition they were in immediately prior to such taking; and the Tenant shall at its expense, proceeding with all reasonable dispatch, do such work to its fixtures and equipment as may be required. A just proportion of the Annual Fixed Rent payable hereunder, according to the nature and extent of the taking, shall be abated from the time the Tenant is required to vacate that portion of the Premises taken until completion of the Landlord's work, or in the event of a permanent reduction in the Premises, such abatement shall be permanent and Tenant's Proportionate Share shall be adjusted accordingly. Notwithstanding anything to the contrary, Tenant shall be entitled to receive any separate awards made to Tenant for Tenant's costs of relocation and moving.

9. Default

9.1 Events of Default. This Lease is made on the condition that

(a) if Tenant shall fail to pay any installment of Fixed or Additional Rent or any other payment hereunder when due and such nonpayment continues for five (5) or more days after written notice from Landlord that such payment is past due, provided that in the event Landlord has provided two such notices in any calendar year, as to any following nonpayment during such calendar year, Landlord need not provide such notice and an Event of Default shall occur if such nonpayment continues for five (5) days following the date such payment is due; or

(b) if Tenant makes an assignment for the benefit of creditors; or

(c) if Tenant files a petition under any bankruptcy or insolvency law; or

(d) if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within thirty (30) days; or

(e) if such leasehold is taken on execution or other process of law in any action against Tenant; or

(f) if Tenant shall fail to comply with any other provision of this Lease and such failure continues, for more than thirty (30) days after notice or, in the case of defaults which cannot reasonably be cured within thirty (30) days, such additional time, if any, as is reasonably necessary to cure the default provided that Tenant diligently and continually attempts to cure such failure, but such additional time not to exceed sixty (60) days;

then, in any such cases (each, an "Event of Default"), Landlord and the agents and servants of Landlord may, in addition to and not derogation of any remedies for any preceding breach or covenant immediately or at any time thereafter while such default continues and without further notice and with or without process of law enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, but Tenant shall remain liable as hereinafter provided. Tenant shall have the right to cure any default until the expiration of the applicable cure period following notice by Landlord, as specified above. In addition to all other amounts that Tenant shall owe to Landlord, after an Event of Default, Tenant shall immediately owe and repay to Landlord all of Landlord's unamortized transaction costs, including but not limited to reasonable attorney fees, architectural fees, brokerage fees, Tenant Improvement Allowance, and other similar costs.

9.2 Tenant's Obligations After Termination. In the event that this Lease is terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Term over the rental value of the Premises for said residue of the Term and to indemnify Landlord against all loss, cost, damages or expense suffered by reason of the termination and to pay the amounts thereof to the Landlord immediately upon demand. In calculating the rent reserved, there shall be included, in addition to the Annual Fixed Rent and all Additional Rent, the value of all other consideration agreed to be paid or performed by Tenant for said residue. Tenant further covenants as an additional and cumulative obligation after such termination to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. Tenant shall be credited with the net proceeds of any rents obtained by landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services, and expense of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to relet the same and (ii) make such alterations, repairs and decorations at the Premises as Landlord in its sole judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings or by or against Tenant under the bankruptcy or insolvency laws, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

9.3 Limitation on Landlord's Remedies. Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Landlord agrees and acknowledges that any such marijuana located on the Premises shall be controlled in accordance with 105 CMR 725.000 et seq., and if provided by law, under the supervision of the Massachusetts Department of Public Health.

9.4 Penalty for Late Rent Payment. If any Annual Fixed Rent or Additional Rent is seven (7) or more days past due, Tenant shall pay Landlord a penalty in the amount of ten (10%) percent of such past due payment.

10. Miscellaneous

10.1 Titles. The titles of the Articles are for convenience and are not to be considered in construing this Lease.

10.2 Lease not to be Recorded. The Tenant agrees that it will not record this Lease.

10.3 Notice. No notice, approval, consent (including any notice, approval or consent to or from or by any mortgagee) requested or election required or permitted to be given or made pursuant to this Lease shall be effective unless the same is in writing. Communications shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant and, if to Tenant, at Tenant's address or at such other place as may have been specified by prior notice to Landlord. Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notices shall be sent by hand, registered or certified mail, or overnight or other commercial courier, postage or delivery charges, as the case may be, prepaid. Except as otherwise provided herein, all such notices shall be effective when received; provided, that (i) if receipt is refused, notice shall be effective upon the first occasion that such receipt is refused or (ii) if the notice is unable to be delivered due to a change of address of which no notice was given, notice shall be effective upon the date such delivery was attempted. Time is of the essence with respect to any and all notices and periods for giving of notice or taking any action thereto under this Lease. Any communications so addressed shall be deemed duly served if mailed in the U.S. mail by registered or certified mail, return receipt requested, and shall be deemed received seventy-two (72) hours after deposit in the U.S. mail.

10.4 Bind and Inure. The provisions of this Lease shall apply to, bind, and inure to the benefit of Landlord and Tenant, and their respective successors, legal representatives and assigns.

10.5 No Surrender. The delivery of keys to any employee of Landlord or to any agent of Landlord or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.6 No Waiver, Etc. The failure of Landlord or of Tenant to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Lease shall not be

deemed a waiver of such violation nor a consent or waiver to any future violation. The receipt by Landlord of Annual Fixed Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or for any other breach of the same or any other agreement or duty.

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

10.8 Independent Covenants. Except as otherwise expressly set forth herein, the foregoing covenants of Tenant are independent covenants and Tenant shall have no right to withhold or abate any payment of Monthly Fixed Rent (or any other sums defined as Rent herein), or to set off any amount against the Monthly Fixed Rent (or any other sums defined as Rent herein) then due and payable, or to terminate this Lease, because of any breach or alleged breach by Landlord of this Lease or because of the condition of the Premises. Tenant acknowledges and agrees that it has been represented by counsel of its choice and has participated fully in the negotiation of this Lease, that Tenant understands that the remedies available to Tenant in the event of a default by Landlord may be more limited than those that would otherwise be available to Tenant under the common law in the absence of certain provisions of this Lease, and that the so-called "dependent covenants" rule as developed under the common law (including, without limitation, the statement of such rule as set forth in the Restatement (Second) of Property, Section 7.1) shall not apply to this Lease or to the relationship of landlord and tenant created hereunder.

10.9 Signs. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, paint, affix or exhibit on any part of the Premises or the Property any signs, notices, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises. Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion, attach any awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Property. For the avoidance of doubt, all signs and other alterations contemplated by this paragraph are to be installed at Tenant's sole cost and expense.

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

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

10.12 Rights of Landlord to Cure Default. If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but shall not be obligated, upon ten (10) days' notice to Tenant except in the case of emergency, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord shall be deemed to be Additional Rent, payable upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights of releasing Tenant from any of its obligations under this Lease.

If repairs are required to be made by Tenant pursuant to the terms of this Lease, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within ten (10) days after such demand, or forthwith in the case of emergency repairs, Landlord may (but shall not be required to do so) make or cause such repairs to be made. Except in the case of emergency repairs, such repairs made or caused to be made by Landlord shall not unreasonably interfere with Tenant's operation of Tenant's business at the Premises.

10.13 Approval and Consent. Whenever in this Lease any matter is subject to approval or consent of either party, such approval or consent shall not be unreasonably withheld or delayed unless otherwise expressly provided. No cause of action shall arise from any asserted breach of Landlord's obligation, if any, to give approval or consent other than a right to specific performance.

10.14 Assignment by Landlord to Lender. Neither (a) the assignment by Landlord of all or any of its interests in this Lease as security to a lender holding a mortgage on the property, nor (b) the acceptance thereof by such lender, nor (c) the exercise of such lender of any of its rights pursuant to said assignment, shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage and acquired indefeasible title to the property.

10.15 Estoppel Certificate. Tenant shall, within 10 business days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form reasonably requested by a proposed lender or purchaser, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii) acknowledging that there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth such further information with respect to the status of this lease or the Premises as may be

requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall, at the option of landlord, constitute an Event of Default under this lease, and, in any event, shall be conclusive upon Tenant that the lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution.

10.16 Holdover. Tenant shall pay Landlord two hundred percent (200%) of the total of the Fixed and Additional Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. Such holding over shall otherwise be on the terms and conditions herein specified but the provisions of this section 10.16 shall not operate as a waiver by Landlord of any right of re-entry. Notwithstanding the provisions of this Section 10.16, any such entry or access shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area.

10.17 Limitation of Landlord's Liability. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. In no event shall Landlord ever be liable to Tenant for any indirect, special or consequential damages of any kind.

10.18 Late Delivery. If Landlord is unable to deliver possession of the Premises as required hereunder to Tenant on the Commencement Date, or on such other date as may be specified in this Lease, by any reason whatsoever, then Landlord shall have no liability to Tenant on account thereof; provided, however, that Tenant shall not be obligated to pay rent hereunder until Landlord is able to deliver possession of the Premises to Tenant. Subject to the foregoing, time is of the essence of this Lease.

10.19 Entry By Landlord. Landlord, and its duly authorized representatives, shall, upon reasonable prior notice (except in the case of emergency), have the right to enter the Premises at all reasonable times (except at any time in the case of emergency) for the purposes of inspecting the condition of same and making such repairs, alterations, additions or improvements thereto as may be necessary if Tenant fails to do so as required hereunder (but the Landlord shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise provided herein and to show the Premises to prospective tenants during the twelve (12) months preceding expiration of the term of this Lease as it may have been extended and at any reasonable time during the Lease Term to show the Premises to prospective purchasers and mortgagees. Notwithstanding the provisions of this Section 10.19, any such entry or access shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area.

10.20 Interruption Of Services. The failure by Landlord to any extent to furnish any utilities or other services, any cessation, malfunction, fluctuation, variation, or interruption thereof, or any breakdown or malfunction of equipment in the buildings resulting from causes beyond the reasonable control of Landlord shall not render Landlord liable in any respect for

damages, direct or consequential, to either persons or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Should any of Tenant's equipment or machinery breakdown, be damaged, or for any cause cease to function properly as a result of the cessation, malfunction, fluctuation, variation, interruption, or breakdown of services or equipment in the buildings resulting from causes beyond the reasonable control of Landlord, Tenant shall have no claim for rebate, offset or reduction of rent or damages.

10.21 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

10.22 Office of Foreign Asset Control. Tenant and Landlord each warrant and represent to Landlord that each party is not, and shall not become, a person or entity with whom Landlord or Tenant is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental actions, and the parties shall at all times be in compliance with all applicable orders, rules, regulations and recommendations of OFAC and other governmental agencies.

10.23 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.

10.24 Brokers. Landlord and Tenant each represents and warrants that it has not dealt with any broker, agent or other person other than JCR Retail Brokerage and Newmark Grubb Knight Frank (collectively, "Broker") in connection with this transaction. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker, other than the Broker, claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction. Landlord shall be responsible for paying any commission owed to Broker pursuant to a separate agreement.

10.25 Tenant Financials.

Tenant shall, within fifteen (15) days of receipt of written request from Landlord (but not more than one (1) time per Lease Year, in the absence of Tenant's Event of Default hereunder) deliver to Landlord Tenant's Financial Statements, as hereinafter defined. "Tenant's Financial

Statements" shall mean financial statements certified by a corporate officer as to completeness and accuracy including a balance sheet and loss statement for the most recent prior year, all prepared in accordance with generally accepted accounting principles consistently applied. In the event of Tenant's Event of Default hereunder, Landlord may request, and Tenant must deliver, Tenant's Financial Statements regardless of whether Tenant had previously delivered Tenant's Financial Statements in the same Lease Year in which Tenant received such additional request.

11. Condition of Premises.

The Premises are to be delivered to Tenant free other all of occupants and in "as-is" condition. Tenant has inspected the Building (including structure, its building systems and utilities) and the Land and agrees (a) to accept possession of the Premises in the condition existing as of the Commencement Date, in "as-is" condition, (b) that neither Landlord nor any of Landlord's agents have made any representations or warranties with respect to the Premises or the Land, and (c) Landlord has no obligation to perform any work, or make any alterations, additions improvements or to the Premises to prepare the Premises for Tenant's use and occupancy. Tenant's execution of this Lease shall be conclusive evidence that Tenant has accepted possession of the Premises in its then -current condition, and that at the time such possession was taken, the Premises and the Building were in a good and satisfactory condition as required by this Lease.

12. Security Deposit.

There shall be a security deposit in the amount of the Security Deposit securing Tenant's performance under this Lease on the terms set forth herein. Tenant shall deposit with Landlord the amounts constituting the Security Deposit at the times set forth in Section 1.1, for the performance of all of Tenant's obligations hereunder, which Security Deposit shall be in the form of a wire transfer, certified bank check, or an unconditional and irrevocable letter of credit (the "Letter of Credit"): (i) in form and substance satisfactory to Landlord, (ii) naming Landlord as beneficiary, (iii) expressly allowing Landlord to draw upon it at any time from time to time by delivering to the issuer notice that Landlord is entitled to draw thereunder, (iv) issued by an FDIC-insured financial institution satisfactory to Landlord, and (v) redeemable by presentation of a sight draft in the state of Landlord's choice. If Tenant does not provide Landlord with a substitute Letter of Credit complying with all of the requirements hereof at least 10 days before the stated expiration date of any then current Letter of Credit, Landlord shall have the right to draw the full amount of the current Letter of Credit and hold the funds drawn in cash without obligation for interest thereon as the Security Deposit. The Security Deposit shall be held by Landlord as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of an Event of Default, Landlord may use all or any part of the Security Deposit to pay delinquent payments due under this Lease, future rent damages, and the cost of any damage, injury, expense or liability caused by such Event of Default, without prejudice to any other remedy provided herein or provided by law. Landlord's right to use the Security Deposit includes the right to use the Security Deposit to pay future rent damages following the termination of this Lease. Upon any use of all or any portion of the Security Deposit, Tenant shall pay Landlord on demand the amount that will restore the Security Deposit

to the amount set forth in Section 1.1 of this Lease. Tenant waives the provisions of any law, now or hereafter in force which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. Upon bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for periods prior to the filing of such proceedings. Upon any such use of all or any portion of the Security Deposit, Tenant shall, within 5 days after demand from Landlord, restore the Security Deposit to its original amount. If Tenant shall fully perform every provision of this Lease to be performed by Tenant, the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ninety (90) days after the expiration or earlier termination of this Lease. In the event this Lease is terminated pursuant to Section 2.1, Landlord's unamortized transaction costs, including but not limited to reasonable attorney fees, architectural fees, brokerage fees and other similar costs, shall be subtracted from the Security Deposit and the remainder shall be returned to Tenant and neither party shall have any further rights, reservations or recourse against the other.

If Landlord transfers its interest in the Property or this Lease, Landlord shall either (a) transfer any Security Deposit then held by Landlord to a person or entity assuming Landlord's obligations hereunder, or (b) return to Tenant any Security Deposit then held by Landlord and remaining after the deductions permitted herein. Upon such transfer to such transferee or the return of the Security Deposit to Tenant, Landlord shall have no further obligation with respect to the Security Deposit, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee, and no interest shall accrue thereon.

The Security Deposit shall be subject to adjustment as follows: If, as of February 1, 2019, an Event of Default does not exist under this Lease and the Landlord has not previously applied any portion of the Security Deposit to an Event of Default by Tenant, then the Security Deposit shall be reduced to \$127,189.28 (either by credit against next monthly payments of Fixed Rent, in the case of a cash Security Deposit, or by amendment or replacement of the Letter of Credit).

WITNESS execution hereof in duplicate under seal on the date first above set forth.

LANDLORD:

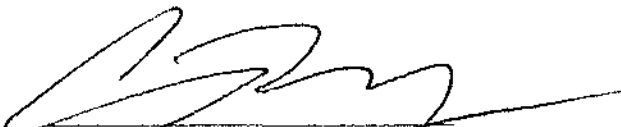
WEINMAN PROPERTIES, LLC



By: Zach Weinman
Its: Member

TENANT:

ALTERNATIVE CARE RESOURCE
GROUP LLC



By: Connor McCaffery
Its: Manager

3/3/17

Executing this Lease as an agreement to be bound hereunder upon the execution of an assignment of this Lease to CAC pursuant to Section 7.2(a)(7) of this Lease:

CAC:

COMMONWEALTH ALTERNATIVE CARE INC.



By: Dorothy M. Whalen
Its: President

EXHIBIT A

PLAN OF PREMISES

**Alternative Care Resource Group LLC
31 Broadway
Hanover MA 02339**

March 3, 2017

Dorothy M. Whalen, President
Commonwealth Alternative Care Inc.
26 Watson Street, Suite 1
Cambridge, Massachusetts 02139

RE: 1385 Cambridge Street
First Floor, Third Floor and Mezzanine (office)
Cambridge MA 02139

ASSIGNMENT and SUBLEASE

Dear Ms. Whalen:

Please accept this letter as a statement of assignment and sublease ("Assignment") by Alternative Care Resource Group LLC ("ACRG" or "Assignor") in favor of Commonwealth Alternative Care Inc. ("CAC" or "Assignee") relative to the real property located at the above-referenced address. Please sign this letter in the space indicated below to indicate your acceptance of the terms and conditions stated herein.

1. Recitals.

Whereas, on or about March 3, 2017, ACRG and Weinman Properties LLC, a Delaware limited liability company ("Landlord") entered into a Commercial Lease ("Lease") relative to the first floor, second floor, third floor and mezzanine premises located at 1385 Cambridge Street in Cambridge ("Premises");

Whereas, a copy of the Lease is attached hereto as Exhibit A;

Whereas, Section 7.2 of the Lease permits ACRG to assign and sublease the premises to CAC as set forth in this Assignment;

Whereas, ACRG seeks to assign and sublease, and CAC seeks to accept such assignment and sublease, as set forth in this Assignment;

Whereas, CAC and ACRG have executed a certain Management Agreement through which CAC has retained ACRG to provide certain services, including application support, real estate, site design, construction management and other services including, but not limited to, providing physical locations suitable for RMD dispensary use;

Whereas, the parties understand and acknowledge that ACRG has incurred, and will continue to incur, substantial costs and risks associated with CAC's establishment and operation of one or more RMD dispensaries;

Whereas, CAC intends to establish an RMD dispensary with ancillary office use at the premises using state-of-the-art equipment, fixtures and other characteristics, all of which will be designed, constructed and managed at the premises by ACRG and in compliance with 105 CMR 725.000 et seq.;

Whereas, through the Lease, ACRG has secured the premises, and has assured that the premises are suitable for establishing and operating the RMD contemplated by CAC;

Therefore, the parties hereby execute this Assignment in order to express the terms and conditions upon which CAC will sublease the premises from ACRG.

Upon full execution by the parties, this Assignment shall constitute evidence of Assignee's interest in the premises, and shall express the parties' intention to demonstrate CAC's interest in real property not inconsistent with the regulations, guidances and Siting Profile materials issued from time to time by the Massachusetts Department of Public Health ("DPH").

The parties intend that this Assignment and Lease be submitted to the Massachusetts Department of Public Health in connection with the application of CAC to establish and operate an RMD dispensary pursuant to 105 CMR 725.000 et seq. The parties intend and anticipate that the Premises will be devoted to said use and purpose.

2. Operative Dates.

Commencement Date: Upon receipt by CAC of a Final Certificate from the Massachusetts Department of Public Health to operate an RMD dispensary at the premises.

Assignment Date: March 13, 2017

Rent Commencement Date: Thirty (30) days following the issuance of a Final Certificate to CAC to dispense Medical Marijuana at the premises

3. Parties.

Assignor: Alternative Care Resource Group LLC
31 Broadway
Hanover MA 02339

Assignee: Commonwealth Alternative Care Inc.
26 Watson Street, Suite 1
Cambridge, Massachusetts 02139

4. Terms and Conditions.

Description: Approximately 7,172 rentable square feet located in the building located at 1385 Cambridge Street, Cambridge MA 02139.

Initial Term: Ten (10) years (120 months)

Permitted Use: RMD Dispensary and all lawful uses related thereto

Rent: As stated in Section 1.1 of the Lease, and commencing on the Rent Commencement Date: Year 1 - \$31,797.32 per month. Rent shall increase by 3.0% each year starting with Year 2, and such annual increase shall continue for the remainder of the term and any renewal period(s).

Assignee's Operating Costs: Assignee shall pay all operating expenses, which shall include real estate taxes, heat, electric, hot water, telephone, internet and like charges.

Security: As required by 105 CMR 725.110, Assignee shall be responsible for security at the premises.

Assignor's Obligation: Assignor shall support Assignee in connection with applications for municipal and state permitting and licensing.

Required Insurance: \$3,000,000.00 general liability per occurrence, annually
\$5,000,000.00 general liability in the aggregate, annually

As required by 105 CMR 725.105(Q)

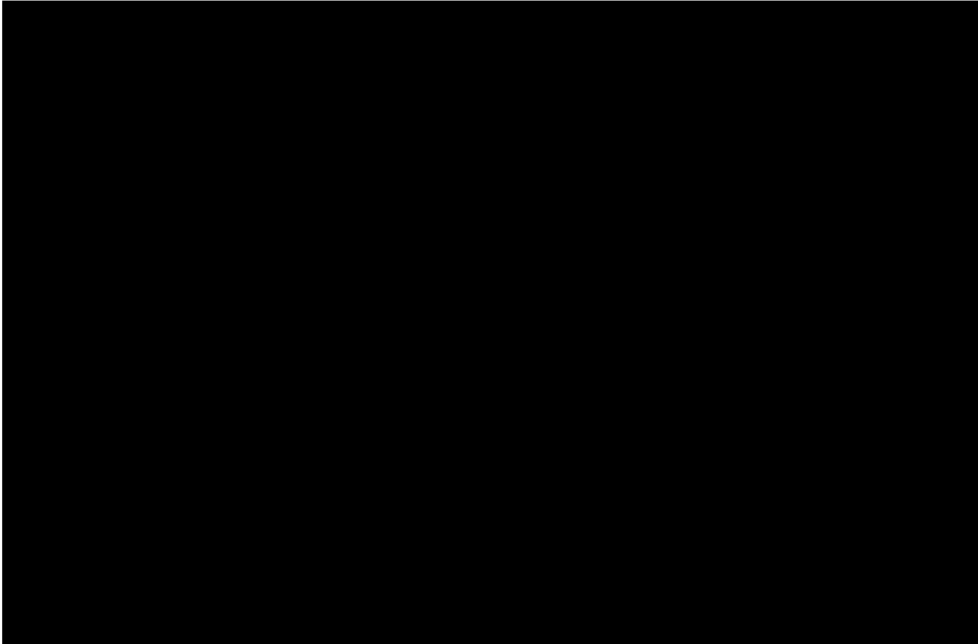
Nature of the Commitment: This Assignment is binding between the parties, who agree to execute a standard form sublease with terms and conditions not inconsistent with this Assignment.

Please indicate your agreement by signing below. I look forward to working with you.

Sincerely,



Connor McCaffrey, Manager



WEINMAN PROPERTIES, LLC

Acknowledged:



By:

Zach Weinman, President

Date:

3 / 7 / 2017

**Alternative Care Resource Group LLC
31 Broadway
Hanover MA 02339**

March 1, 2017

Zach Weinman, President
Weinman Properties, LLC.
281 Waban Avenue
Waban, MA 02468

RE: Lease for 1385 Cambridge Street
Cambridge MA 02139

NOTICE of ASSIGNMENT

Dear Mr. Weinman:

Pursuant to Section 7.2(7) of the Lease dated March 1, 2017 ("Lease"), this letter constitutes notice that, effective March 13, 2017, Alternative Care Resource Group LLC ("Tenant") assigns its rights and obligations under the Lease to Commonwealth Alternative Care Inc., a Massachusetts not-for-profit corporation with a principal place of business at 26 Watson Street, Suite 1, Cambridge, Massachusetts 02139 ("CAC").

The nature of the assignment shall be to permit CAC to establish and operate a registered marijuana dispensary and engage in other ancillary uses in accordance with Massachusetts law.

Notwithstanding this assignment, Tenant shall remain fully and primarily liable on the Lease as set forth in Section 7.2.

cc

