

**LEASE AGREEMENT**

**BY AND BETWEEN**

**ALEXANDER A. ARGIOS, TRUSTEE OF DAVIS SQUARE REALTY VENTURES  
NOMINEE TRUST,  
as Landlord,**

**and**

**SAGE NATURALS, INC.,  
a Massachusetts nonprofit corporation,  
as Tenant**

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the Effective Date (as defined in Paragraph 33(l) below), between **ALEXANDER A. ARGROS, TRUSTEE OF DAVIS SQUARE REALTY VENTURES NOMINEE TRUST**, u/d/t dated January 25, 2011, and recorded March 7, 2011 in Book 56566, Page 454 of the South Middlesex Registry of Deeds, having an address of c/o Charles River Realty, P.O. Box 262, Norwood, Massachusetts 02062 ("**Landlord**"), and **SAGE NATURALS, INC.**, a Massachusetts nonprofit corporation having an address of 13 Commercial Way, Milford, Massachusetts 01757 ("**Tenant**").

For purposes of this Lease, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

**Premises:** 4,983 rentable square feet of space (the "**Premises**") on the lower level of the building (the "**Building**") located at 240 Elm Street, Somerville, Massachusetts, being more particularly described on Exhibit A attached hereto, which Building contains 42,276 of rentable square feet (with the Building and land upon which it is constructed being defined herein as the "**Property**").

**Lease Term:** The period from the Commencement Date, expiring on the last day of the sixtieth (60th) full month following the Commencement Date, or on the last day of any Extension Term, if any, Tenant shall have exercised pursuant to Paragraph 35 herein (the "**Expiration Date**").

**Commencement Date:** The date Tenant opens for business from the Premises, but in no event later than August 1, 2017.

**Base Rent:** Base Rent shall be payable in monthly installments, beginning on the Commencement Date and ending on the Expiration Date, as follows:

<b>Period</b>	<b>Monthly Base Rent</b>	<b>Annual Base Rent</b>	<b>Base Rent per square foot</b>
Month 1 – Month 3	\$11,419.38	\$137,032.50	\$27.50
Month 4	\$17,129.06	\$205,548.75	\$41.25
Month 5	\$18,271.00	\$219,252.00	\$44.00
Month 6	\$22,838.75	\$274,065.00	\$55.00
Months 7-18	\$26,550.05	\$318,600.58	\$63.94
Months 19-60	\$22,838.75	\$274,065.00	\$55.00
Month 61 - Month 120* (First Extension Term)	\$25,122.63	\$301,471.50	\$60.50

Month 121 - Month 180* (Second Extension Term)	\$28,891.02	\$346,692.23	\$69.58
Month 181 - Month 240* (Third Extension Term)	\$33,224.67	\$398,696.06	\$80.01
Month 241 - Month 300* (Fourth Extension Term)	\$38,208.37	\$458,500.47	\$92.01

\*with respect to all of the Extension Terms set forth above, each such period shall be defined for purposes herein as an "Option Period." For each Option Period, the Annual Base Rent shall be equal to the greater of (i) such amounts set forth above, or (ii) the "Fair Market Rental Value" or "FRMV" defined in Exhibit "G" attached hereto, with such amounts set forth in the above table for each applicable Option Period being the "Option Period Floor Annual Rent."

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Landlord agrees to deliver possession of the Premises to Tenant on the Commencement Date in a "warm vanilla box" condition, which includes sheet-rocking on demised interior walls and existing HVAC in good working order with sufficient ductwork to evenly distribute throughout the Premises. Tenant acknowledges that Landlord has made no representation as to the suitability of the Premises for Tenant's intended use. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Commencement Date. The obligations of Tenant under the Lease shall not be affected thereby, except that the Commencement Date shall be delayed until Landlord delivers possession of the Premises to Tenant in the condition required by this Paragraph 2, and the Lease Term shall be extended by a period equal to the number of days of delay in delivery of possession of the Premises to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month.

3. **Use.** The Premises shall be used as a Registered Marijuana Dispensary ("RMD"), as permitted under M.G.L. c. 369 and in accordance with 105 CMR 725.000, et. seq. and for ancillary retail sales and office use solely related to the medicinal (or humanitarian) use of marijuana as contemplated by this statutory scheme, and for no other purpose without prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, so long as such other use (i) is legal as a matter of right based upon applicable zoning and other governmental regulations, (ii) is consistent with and complimentary to the then-current use(s) of the remaining leased space in the Building (in Landlord's reasonable determination) and does not violate a then existing exclusive use clause contained in any other tenants' lease(s) in the Building or is not otherwise offensive to other tenants in the Building, or (iii) is not included on the list of prohibited uses attached as Exhibit B to this Lease. Notwithstanding the foregoing, Tenant acknowledges and agrees that (a) under no circumstances shall the Premises be used as a facility that serves as a "hookah lounge" or similar type facility, (b) under no circumstances shall Tenant allow its agents, customers, employees or invitees to use any of the products it sells

within the Premises on or about the Premises or Building, and shall make conspicuous to its customers such prohibition, and (c) the allowed use for medicinal (or humanitarian) use above shall exclude for all purposes the sale of any devices by the Tenant from the Premises used to inhale marijuana related products, including any smoke related devices such as pipes, vapor devices, and any other similar devices except in accordance with the directives and requirements of the Department of Public Health, such sale not to exceed 15% of the total sales from the Premises. With respect to the above items set forth in (a) through (c) in the preceding sentence, Landlord's refusal to grant consent to any such future change in use requested by Tenant shall not per se be deemed unreasonable if any of these enumerated prohibited uses is proposed. Tenant shall not permit any use of the Premises which will make voidable any insurance on the Building, the Property or on the contents of the Building, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Tenant shall reimburse Landlord for any and all additional insurance costs caused by Tenant's particular use of the Premises. At all times during the Lease Term and such further time as Tenant occupies the Premises, both on its own behalf and on behalf of all its agents and visitors, not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise or odor; place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises or Building so as to obstruct any corridor, stairway, sidewalk or common area; commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant with the Building; or use or permit the use of any portion of the Premises for any unlawful purpose.

4. **Compliance with Legal Requirements.** Tenant shall, at its sole expense (regardless of the cost thereof), comply at all times during the Lease Term with all local and state laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "**Legal Requirements**"), pertaining to Tenant's use and occupancy of the Premises. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Landlord acknowledges that Tenant's intended use of the Premises is legally permitted in the Commonwealth of Massachusetts under M.G.L. c. 369, but not under federal laws.

5. **Security Deposit.** Upon execution of this Lease, Tenant shall deposit with Landlord the amount of \$11,419.38 (the "**Security Deposit**"). Provided that Tenant has paid all amounts due and has otherwise performed all obligations hereunder, the Security Deposit will be returned to Tenant without interest within sixty (60) days of the Expiration Date, further provided that Landlord may deduct from the Security Deposit prior to returning it any amounts owed by Tenant to Landlord. If Tenant defaults under any provision of this Lease, Landlord may, but shall not be obligated to, apply all or any part of the Security Deposit to cure the default. In the event Landlord elects to apply the Security Deposit as provided for above, Tenant shall, within five (5) days after Landlord's demand, restore the Security Deposit to the original amount. Landlord may, at its discretion, commingle the Security Deposit with its other funds. Upon any sale or other conveyance of the Building, Landlord may transfer the Security Deposit

(or any amount of the Security Deposit remaining) to a successor owner, and Tenant agrees to look solely to the successor owner for repayment of the same. The Security Deposit will not operate as a limitation on any recovery to which Landlord may be entitled.

6. **Rent.** Tenant shall pay Base Rent in the amounts set forth above. Any other amounts required to be paid by Tenant to Landlord under this Lease shall be considered "**Additional Rent**". Base Rent and Additional Rent may hereinafter be collectively referred to as "**Rent**". Tenant promises to pay to Landlord, in advance without notice or demand, monthly installments of Base Rent on or before the first day of each calendar month succeeding the Commencement Date. Payments of Base Rent for any fractional calendar month shall be prorated. All payments to Landlord shall be payable at the address set forth below, or at such other address as Landlord may specify by written notice delivered in accordance with this Lease.

ALEXANDER A. ARGIROS, TRUSTEE OF DAVIS SQUARE REALTY  
VENTURES NOMINEE TRUST  
c/o Charles River Realty  
P.O. Box 262  
Norwood, Massachusetts 02062  
Attn: Michael Argiros

7. **Utilities.** Commencing on the Commencement Date, and continuing during the Lease Term, Tenant shall contract directly with public utility providers for all utilities (including, but not limited to, water, gas, electricity, telephone, internet, sewer, sprinkler services and trash collection) which are separately metered to the Premises and shall pay such utility providers directly and promptly when due. If any utility is not separately metered to the Premises, the costs of such utility consumed on the Premises, as reasonably determined by Landlord, shall be paid by Tenant as Additional Rent.

8. **Taxes.** Commencing on the Commencement Date, and continuing during the Lease Term, Tenant shall pay, as Additional Rent, its pro-rata share (determined by the percentage of rentable square feet the Premises bears to the total rentable square feet of space in the Building, which is 11.79% of actual real estate taxes and assessments and governmental charges of any kind and nature that accrue or are levied or assessed against the Building, Property and the Premises. Tenant shall pay all taxes and charges on account of Tenant's use, occupancy, operation of and interest in the Premises, including, without limitation, all personal property brought into the Premises by Tenant, inventory, sales taxes and all occupation or license fees issued or charged against the Premises or the contents thereof on account of Tenant's use or occupancy thereof.

9. **Common Area Maintenance Charges.** Commencing on the Commencement Date, and continuing during the Lease Term, Tenant shall pay, as Additional Rent, its pro-rata share (determined by the percentage of rentable square feet the Premises bears to the total rentable square feet of space in the Building, which is 11.79%, of the Common Area Costs pertaining to each calendar year of the Lease Term, subject to the provisions of this Paragraph 9. As used herein, the term "**Common Area Costs**" shall mean the reasonable costs paid by Landlord in each calendar year to operate, maintain, repair, clean, secure, equip, supply, manage, and insure the common areas in and around the Building and Property, and property management

fees, including, without limitation, the following: (a) on-site personnel costs incurred in the operation of the Building and Property; (b) utility costs serving common areas of the Building and Property; (c) costs of insurance carried by Landlord relating to the Property, including, without limitation, fire, casualty, liability, business interruption, and other insurance coverages as Landlord reasonably determines to obtain or as otherwise required hereunder; (d) costs for cleaning and janitorial services for common areas; (e) costs of repair, replacement and other work relating to the maintenance, repair and replacement to the Building, the Property, any off site utilities and improvements such as retention areas and/or drainage facilities, and including common facilities serving the Building and the Property, including repairs and replacements required by applicable laws first adopted following the Term Commencement Date; (f) costs of snow plowing, snow removal, sanding and landscaping; (g) costs of all service contracts and other expenses relating to the Property incurred by Landlord; (h) an administrative fee not to exceed fifteen percent (15%) of the total annual Common Area Costs paid by Landlord for maintenance of the Property (excluding the administrative fee itself, real estate taxes and insurance); provided that, to the extent that such Common Area Costs are controllable by Landlord, such Common Area Costs shall not increase by more than five percent (5%) each year. Notwithstanding the foregoing, Common Area Costs shall not include (i) merchants association dues, (ii) promotion funds or (iii) grand opening or re-opening fees.

#### 10. **Insurance.**

(a) Tenant Insurance. Tenant shall purchase, at its own expense, and keep in force at all times during the Lease Term the policies of insurance set forth below (each individually a "Tenant's Policy", and collectively, "Tenant's Policies"). All Tenant's Policies shall (a) be issued by an insurance company licensed to do business in the state in which the Premises is located and be with an insurer which is rated at least A - VII in Best's Insurance Reports, or equivalent; (b) provide that said insurance shall not be canceled or materially modified unless at least thirty (30) days' prior written notice shall have been given to Landlord; (c) provide for deductible amounts that are reasonably acceptable to Landlord (and its lender, if applicable) and (d) otherwise be in such form, and include such coverages, as Landlord may reasonably require. The Tenant's Policies described in (i) and (ii) below shall (1) provide coverage on an occurrence basis; (2) name Landlord (and its lender, if applicable) as an additional insured; (3) provide coverage, to the extent insurable, for the indemnity obligations of Tenant under this Lease; (4) contain a separation of insured parties provision; (5) be primary, not contributing with, and not in excess of, coverage that Landlord may carry; and (6) provide coverage with no exclusion for a pollution incident arising from a hostile fire. All Tenant's Policies (or, at Landlord's option, certificates of insurance evidencing such coverage and applicable endorsements, including, without limitation, an "Additional Insured-Managers or Landlords of Premises" endorsement) shall be delivered to Landlord prior to the Commencement Date and renewals thereof shall be delivered to Landlord's notice addresses at least thirty (30) days prior to the applicable expiration date of each Tenant's Policy. In the event that Tenant fails, at any time or from time to time, to comply with the requirements of the preceding sentence, Landlord may (x) order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand, as Additional Rent or (y) impose on Tenant, as Additional Rent, a monthly delinquency fee, for each month during which Tenant fails to comply with the foregoing obligation, in an amount equal to five percent (5%) of the Base Rent then in effect. Tenant shall give prompt notice to Landlord and Agent of any bodily

injury, death, personal injury, advertising injury or property damage occurring in and about the Property. Tenant shall purchase and maintain, throughout the Term, Tenant's Policies of (i) "all-risk" property insurance on a replacement cost basis for the full insurable value of the Tenant's trade fixtures, machinery, equipment, furniture and furnishings in the Premises to the extent of one hundred percent (100%) of their replacement cost under Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured under Special Form ("all risk") coverage, (ii) commercial general or excess liability insurance, including personal injury and property damage, in the amount of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual general aggregate, and (iii) Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under state workers' compensation and similar laws for employees of Tenant and Employer's Liability Insurance with limits of not less than \$500,000.00 per accident or disease and \$500,000 aggregate by disease.

(b) Damage Waiver. Tenant's Policies shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord, its officers, directors, employees, manager, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither Landlord nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and Tenant waives any claims against Landlord, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of Tenant to insure its property shall not void this waiver. The provisions of this Paragraph 10 shall survive the expiration or earlier termination of this Lease.

(c) Landlord's Insurance. Beginning on the Commencement Date and thereafter continuously until the expiration of the Term, Landlord shall purchase and keep in force, or cause to be purchased and kept in force the following insurance:

(i) commercial general liability insurance, written on an occurrence and not a claims-made basis, containing provisions adequate to protect both Landlord and Tenant from and against claims for bodily injury, including death and personal injury (and with the Employee Exclusion deleted as to all such claims for personal injury), and claims for property damage, occurring upon the on or about the Property or common areas (and/or occurring on the Premises due to the act, omissions or negligence of Landlord, or its employees, independent contractors, architects or engineers or due to Landlord's failure to comply with, or default or breach of, the provisions of this Lease), such insurance having bodily injury and property damage combined limits of liability of not less than \$3,000,000.00 per occurrence, which coverage may be provided by supplementing the commercial general liability policy with an umbrella liability policy, and such insurance shall include contractual liability insurance, non-owned automobile liability insurance and, if applicable, owned automobile liability insurance;

(ii) Insurance upon the Building against loss or damage by a hazard insured under a so-called All Risk policy and such additional insurance as would customarily be carried by prudent owners of office buildings in the same locale as the Building, and in all events including collapse, business interruption,

vandalism and malicious mischief, water damage and sprinkler leakage, comprehensive boiler and machinery insurance, and flood and earthquake insurance, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer within the terms of the applicable policies and in an amount equal to the actual replacement cost of the improvements upon the Building, including the value of all additions, alterations, replacements and repairs and thereto, by whomever made, as well as the machinery, equipment and their systems forming a part thereof. Said insurance shall also extend to all plate glass whether in the form of windows or in doors or otherwise forming a part of the improvements upon the Building including the Premises. The phrase "actual replacement cost" shall mean the actual replacement cost (excluding cost of excavations, foundations, footings, underground pipes, conduits, flues and drains) without diminution of such cost for depreciation or obsolescence. The foregoing policy shall contain an agreed-amount clause waiving coinsurance and Landlord shall annually update the amount of insurance coverage and arrange to continue the agreed-amount clause. The foregoing policy shall also contain, to the extent applicable, endorsements providing coverage for demolition and debris removal costs, increased cost of construction, and contingent liability from operation of building laws. Landlord may provide in any policies required by this subsection (ii) that the proceeds from such policies shall be payable to the lender having the first mortgage lien upon the Building.

**11. Maintenance, Repair and Replacement.**

(a) Except for repairs specifically required to be made by Tenant pursuant to Paragraph 11(b) below, Landlord covenants and agrees, from and after the Effective Date and continuing throughout the Lease Term, to keep and maintain in good condition and repair, and replace as and when necessary, the electric, gas, water, sanitary sewer and other public utility lines serving the Premises, to the point of connection to the Premises; all electric, gas, water, sanitary sewer and other public utility lines and ducts in or passing through the Premises which do not exclusively serve the Premises; the structural elements of the Premises, which shall be deemed to include, without limitation, the roof joists, columns, footings, foundation, exterior walls, floor and the structural elements of the Building; and the roof, gutters, flashings, downspouts and scuppers. Additionally, Landlord shall be responsible for any repairs to the Premises of any nature whatsoever if occasioned by any act or omission of Landlord, its agents, contractors, licensees, employees or other tenants and occupants.

(b) Tenant shall keep in safe and in good order, maintain, repair and replace, at its sole cost and expense, (i) the interior non-structural portions of the Premises and only that portion of the electrical, Premises HVAC, sewer and water systems which exclusively serve the Premises (i.e., from the point of connection to the Premises), and (ii) any Tenant-Made Alterations (as herein defined). Tenant's duty to maintain the Premises includes maintenance of interior walls, all plumbing and electrical systems installed by Tenant, plate glass, exterior doors, and heating ventilating and air conditioning equipment serving only the Premises (the "Premises HVAC"). Without limiting the foregoing, Tenant agrees to fully maintain and/or keep in good repair the Premises HVAC in strict compliance with the manufacturers recommended maintenance schedule and cause such work to be performed by fully licensed and duly qualified



technicians. If, in an emergency, it shall become necessary to promptly make any repairs or replacements required to be made by Tenant, and only if Tenant shall not be undertaking to make such repair or replacement, Landlord may enter the Premises and proceed to make such repairs or replacements and pay the reasonable cost thereof. Tenant shall reimburse Landlord for the reasonable cost thereof within thirty (30) days following Landlord's delivery of a bill to Tenant.

**12. Tenant-Made Alterations.**

(a) Right to Make. Tenant shall have the right to make any alterations, additions and/or improvements to the Premises ("**Tenant-Made Alterations**") without Landlord's prior written consent, provided that (i) Tenant provides Landlord prior written notice of its intent to make such alterations together with plans and specifications for the same; (ii) all such Tenant-Made Alterations and made at Tenant's sole cost and expense; (iii) Tenant does not allow any mechanic liens, or other liens, to attach and remain for more than ten (10) business days following notice of the same; and (iv) all such Tenant-Made Alterations shall comply with Legal Requirements and shall be made in good and workmanlike manner.

(b) Removal Upon Surrender. Landlord may, at its sole option, exercisable by written notice to Tenant (i) within ten (10) Business Days after Tenant's notice to Landlord of any Tenant-Made Alterations, require Tenant to remove, at Tenant's expense, all Tenant-Made Alterations upon the expiration or earlier termination of the Lease Term (as the same may be extended hereunder). Any Tenant-Made Alterations, as constituted at the time, not required by Landlord to be removed by Tenant shall upon such termination be and become the property of Landlord. Tenant-Made Alterations do not include movable partitions and the like and Tenant's trade fixtures that are removable without material damage to the Premises, even though affixed in such manner as, under the laws wherein the Premises are located, might be considered to be fixtures and part of the real estate. Tenant shall, at the expiration or earlier termination of the Lease Term, remove all such moveable partitions, machinery, equipment and trade fixtures and other personal property. In all cases, Tenant shall repair any damage to the Premises occasioned by such removal.

**13. Casualty.** In the event a substantial portion of the Building or Premises is damaged by fire or other casualty that will require longer than nine (9) months to restore from the date of the casualty, Landlord may elect to terminate this Lease by written notice within 30 days after such casualty. If Tenant is unable to and does not in fact use all or any portion of the Premises for the Permitted Use as a result of such fire or casualty, a just and proportionate abatement of Base Rent and Additional Rent shall be thereupon made commencing on the date of the casualty, and Tenant may elect to terminate this Lease if (a) Landlord fails to give written notice within forty-five (45) days after the casualty or taking of Landlord's intention to restore the Premises substantially to its prior condition, or (b) Landlord estimates that more than nine (9) months are required from the date Landlord completes Landlord's insurance adjustment to complete such restoration, or (c) Landlord fails to restore the Premises to a condition substantially suitable for its intended use by Tenant within nine (9) months from the completion of Landlord's insurance adjustment.

If the Premises shall be damaged by fire or other casualty (and if this Lease shall not be terminated as provided herein), the damage to the Building and/or Premises shall, following

completion of Landlord's insurance adjustment, be diligently repaired by Landlord at Landlord's expense to substantially the condition prior to the damage.

14. **Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**" or "**Taken**"), and the Taking would prevent or materially interfere with Tenant's use of the Premises, then upon written notice by Tenant to Landlord, this Lease shall terminate effective on the date of Taking, and Rent shall be apportioned as of the date of title vesting in such proceeding or purchase. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, this Lease and the Lease Term shall continue in full force and effect. The Base Rent payable hereunder during the unexpired Lease Term shall be reduced in proportion to the number of square feet of Premises taken as related to the number of square feet in the Premises prior to the Taking. All damages awarded shall belong to Landlord; provided, however, that nothing contained herein shall prevent Tenant's recovery for relocation expenses, business interruption, or for the taking of Tenant's trade fixtures or personal property.

15. **Assignment and Subletting.** Tenant shall not (a) assign (whether directly or indirectly), in whole or in part, this Lease, or (b) allow this Lease to be assigned, in whole or in part, by operation of law or otherwise, or (c) mortgage or pledge the Lease, or (d) sublet the Premises, in whole or in part, without (in the case of any or all of (a) through (d) above) the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Landlord may reasonably withhold consent to such a transfer if same involves a proposed change of use or, in the event Tenant is to be released from its obligations under this Lease, if Landlord determines, in its sole and reasonable discretion, that the financial condition and/or business history of the proposed transferee is unacceptable to Landlord. Notwithstanding anything contained herein to the contrary, prior to any assignment of the Lease or subletting of the Premises, Tenant must offer to Landlord in writing the right to recapture the Premises, or such portion thereof proposed to be assigned or subleased. Landlord shall then have ten (10) days after such notice in which to elect in writing to recapture the Premises (the "**Recapture Notice**"), or applicable portion thereof. Upon receipt of Landlord's Recapture Notice, Tenant shall then have ten (10) days in which to withdraw its request for Landlord's consent to assignment or subletting of the Premises. Should Tenant fail to so withdraw its request, the Lease will be terminated, thereby releasing Tenant from further liability under the Lease, effective as of the date that is ten (10) days following the date of the Recapture Notice.

Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this Lease or sublet any portion of the Premises to (a) any entity resulting from a merger or a consolidation with Tenant; or (b) any subsidiary or affiliate of Tenant; or (c) any successor acquiring the business of or controlling interest in Tenant; and provided, further, the assignee shall execute an instrument in writing reasonably satisfactory to Landlord fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and shall deliver the same to Landlord. No assignment of this Lease shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Regardless of whether or not an assignee or sublessee executes and delivers any documentation to Landlord

pursuant to the preceding sentence, any assignee or sublessee shall be deemed to have automatically attorned to Landlord in the event of any termination of this Lease. If this Lease is assigned, or if the Premises (or any part thereof) are sublet or used or occupied by anyone other than Tenant, whether or not in violation of this Lease, Landlord may (without prejudice to, or waiver of its rights), collect Base Rent and Additional Rent from the assignee, subtenant or occupant.

If the rent received by Tenant on account of a proposed sublease exceeds the Base Rent and Additional Rent, allocated to the space subject to any such sublease in the proportion of the area of such space to the area of the entire Premises, Tenant shall pay to Landlord fifty percent (50%) of the Excess (as herein defined) monthly as received by Tenant. The term "**Excess**" as used herein shall mean the amount by which the rent received by Tenant on account of a proposed sublease exceeds the Base Rent and Additional Rent hereunder, after deducting all reasonable and actual out-of-pocket expenses incurred by Tenant in connection with said sublease. Tenant shall provide to Landlord written evidence of such out-of-pocket expenses at or prior to the time that the first payment of Excess is due hereunder.

16. **Indemnification.** Except for the indemnified parties' negligence or willful misconduct and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and its agents, invitees, officers, directors, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees actually incurred) resulting from claims by third parties for injuries to any person and damage to property arising out of Tenant's use and occupancy of the Premises. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under the provisions of this Paragraph 16. This indemnity shall survive the termination of this Lease.

17. **Non-Liability.** None of Landlord or its affiliates, owners, partners, directors, officers, agents and employees shall be liable to Tenant for any loss, injury, or damage, to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss. Further, none of Landlord or its affiliates, owners, partners, directors, officers, agents and employees shall be liable to Tenant (a) for any damage caused by other tenants or persons in, upon or about the Premises; (b) for any defect in the Premises; (c) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of Premises HVAC system or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Premises, or from the pipes, appliances or plumbing work of the same.

18. **Inspection and Access.** Landlord and its agents, representatives and contractors may enter the Premises during business hours, upon reasonable prior written notice, to show the Premises to prospective purchasers or prospective tenants during the last six (6) months of the Lease Term.

19. **Quiet Enjoyment.** Landlord covenants that if Tenant shall perform all of the covenants and agreements of this Lease to be performed by Tenant, Tenant shall, subject to the terms and conditions of this Lease, at all times during the Lease Term have peaceful possession and occupancy and quiet enjoyment of the Premises.

20. **Surrender.** Upon expiration of the Lease Term or earlier termination of Tenant's right of possession in accordance with the terms of this Lease, Tenant shall surrender the Premises to Landlord in the good condition and repair, and shall remove all of Tenant's property if so required hereunder. All accrued obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term.

21. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof subsequent to the Expiration Date, such possession and occupancy shall be a tenancy from month-to-month only, at a rental equal to one hundred twenty-five percent (125%) for the first ninety (90) days of holdover and one hundred fifty percent (150%) thereafter, of the rental which was existing at the end of the Lease Term. Tenant shall be responsible for all actual out-of-pocket damages sustained by Landlord by reason of Tenant's remaining in possession after the expiration or termination of this Lease after the first ninety (90) days of holdover; and, further, such possession shall be subject to all other terms and conditions contained in this Lease. Either Landlord or Tenant may terminate such month-to-month tenancy upon not less than thirty (30) days' written notice. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend this Lease, except as otherwise expressly provided in this Lease, and this Paragraph 21 shall not be construed as consent for Tenant to retain possession of the Premises.

22. **Events of Default.** Each of the following events shall be an event of default ("**Event of Default**") of Tenant under this Lease:

(a) If Tenant shall fail to pay to Lender when due any installment of Base Rent, Additional Rent or any other sum payable by Tenant under this Lease unless that failure is cured by Tenant within five (5) days after written notice, but Tenant shall be in Default and not be entitled to written notice of failure to pay nor have any grace period or right to cure for failure to timely pay occurring more than twice in any consecutive twelve (12) month period; or

(b) if Tenant shall fail to comply with any provision of this Lease, other than those specifically referred to in Paragraph 22(a), and such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default, or such longer period if such default cannot be reasonably cured within such thirty (30) day period, provided that Tenant diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion; or

(c) if Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law, or an involuntary petition is filed against Tenant under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law that is not dismissed within ninety (90) days after filing, or whenever a receiver of Tenant, or of, or for, the property of Tenant shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

23. **Landlord's Remedies.**

(a) Landlord's Election. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord shall have the rights and remedies set forth in this Paragraph 23 to be exercised at its election by written notice to Tenant. Upon either (i) the termination of this Lease, or (ii) termination of Tenant's right of possession (without a termination of the Lease), it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property from the Premises. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store all of the furniture, fixtures and equipment remaining at the Premises, with Tenant being liable to Landlord for all such removal and storage costs. In addition to the remedies set forth herein, if an Event of Default occurs, then Landlord may (but shall not be obligated to) cure or remedy the Event of Default for the account of, and at the expense of, Tenant, but without waiving such Event of Default. Landlord shall not have any right to seize or possess any marijuana or marijuana infused products as defined by 105 CMR 725.000 et. seq.

(b) Termination of Lease. In the event Landlord elects to terminate this Lease following an Event of Default, in which case this the Landlord's right to possess the Premises shall terminate and Tenant shall immediately surrender possession to Landlord, the following provisions shall apply: (x) upon the effective date of the Event of Default and termination of the Lease, Tenant shall pay Landlord the following sums: (i) within seven (7) days after being invoiced therefor, the total of all amounts then due from Tenant under this Lease, and (ii) within twenty-one (21) days after being invoiced therefor, the total of Base Rent and Landlord's estimate of Additional Rent which may become due under this Lease through the end of the period which, but for the termination would have been the remainder of the Lease Term through the Expiration Date, plus interest through the date of payment of these amounts and costs of collection present valued using an eight (8%) percent annual discount factor for sums paid in advance; and (y) provided Tenant timely otherwise pays and performs its obligations under this Lease including, without limitation, under clause (x) immediately above rent (including fixed rent and additional rent for operating expenses and real estate taxes) and other charges which Landlord collects for the Premises from a replacement tenant for the balance of the period which, but for the termination, would have been the remainder of the Lease Term, after deducting all leasing costs, brokerage commissions and improvement costs incurred by Landlord for the replacement lease, shall be remitted to Tenant if, as and when received by Landlord, up to but not exceeding, the amount paid by Tenant under clause (x) above. Subject to Tenant's timely compliance with its payment obligations set forth in clauses (i) and (ii) above, Landlord shall use commercially reasonable efforts to mitigate damages incurred by Landlord on account of the early termination of this Lease due to a Default by Tenant. Efforts by Landlord to mitigate damages caused by Tenant's Event of Default shall not waive Landlord's right to recover damages under this Paragraph 23. If this Lease is terminated through any unlawful entry and detainer action, Landlord shall have the right to recover in such proceeding any unpaid Base Rent or Additional Rent and damages as are recoverable in such action, or Landlord may reserve the right to recover all or any part of such Base Rent or Additional Rent and damages in a separate suit.

(c) Termination of Right of Possession. In lieu of terminating the Lease, Landlord following any Tenant Event of Default, and without terminating this Lease, may either (a) continue Tenant's right to possession or (b) terminate Tenant's right to possession and in the case of either (a) or (b), recover the Base Rent and Additional Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Landlord's interests shall not constitute a termination of the Tenant's right to possession.

(d) Other Remedies. Landlord may pursue any other remedy now or hereafter available under the laws of the state in which the Premises are located.

(e) No Waiver. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Tenant and Landlord further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

(f) Event of Bankruptcy. In addition to, and in no way limiting the other remedies set forth herein, Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar type proceeding under the federal bankruptcy laws, as now enacted or hereinafter amended, then: (a) "adequate assurance of future performance" by Tenant pursuant to Bankruptcy Code Section 365 will include (but not be limited to) payment of an additional/new security deposit in the amount of three times the then current Base Rent payable hereunder; (b) any person or entity to which this Lease is assigned, pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment, and any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability; (c) notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as "Rent", shall constitute "rent" for the purposes of Section 502(b)(6) of the Bankruptcy Code; and (d) if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Landlord or Agent (including Base Rent, Additional Rent and other amounts hereunder), shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the bankruptcy estate of Tenant. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord or Agent shall be held in trust by Tenant or Tenant's bankruptcy estate for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

24. **Subordination.** Tenant hereby agrees, upon Landlord's written request, to subordinate this Lease to any first mortgage covering the Premises provided, however, that the subordination of this Lease to any future mortgages and/or deeds of trust is expressly conditioned

upon the mortgagee delivering to Tenant a subordination, non-disturbance and attornment agreement (“**SNDA**”) in such form as reasonably and mutually agreed upon by Landlord, Tenant and any future mortgagee. Further, Landlord shall use commercially reasonable and diligent efforts to obtain, within ten (10) days after Tenant’s execution and delivery of this Lease, a fully and properly executed SNDA, in recordable form from any current mortgagee. The term “**Mortgage**” whenever used in this Lease shall be deemed to include deeds to secure debt, deeds of trust, security assignments, ground leases and any other encumbrances against Landlord’s interest in the Premises, and any reference to the “**Mortgagee**” of a mortgage shall be deemed to include the beneficiary under a deed of trust and the lessor under a ground lease. Tenant shall execute and deliver, within ten (10) business days of Landlord’s request, and in the form reasonably requested by Landlord or any Mortgagee, any documents evidencing the subordination of this Lease. Failure by Tenant to timely execute and deliver such document shall constitute an Event of Default, as defined below (without any obligation to provide any notice thereof or any opportunity to cure such failure to timely perform). Tenant hereby covenants and agrees that Tenant shall attorn to any successor to Landlord.

25. **Estoppel Certificate.** Tenant agrees, from time to time and within ten (10) business days after request by Landlord, to deliver to Landlord, or Landlord’s designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Landlord. Failure by Tenant to timely execute and deliver such certificate shall constitute an Event of Default, as defined below (without any obligation to provide any notice thereof or any opportunity to cure such failure to timely perform).

26. **Mechanic’s Liens.** Tenant covenants and agrees that it will pay, or cause to be paid, all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises by or for Tenant, and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the interest of Landlord in the Premises or under this Lease for any such work. Tenant shall give Landlord prompt written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within ten (10) business days after the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances, so long as (i) such contest prevents foreclosure of the lien or encumbrance, and (ii) Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within ten (10) business days after the filing or recording thereof.

27. **Environmental Laws.**

(a) **Compliance With Environmental Laws.** Excepting only (i) Hazardous Materials contained in products used by Tenant for ordinary cleaning and office purposes at the Premises, and (ii) Hazardous Materials entirely contained in inventory items to be stored at the Premises, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Materials in or about the Premises. Tenant, at its sole cost and expense, shall operate its business in the Premises in compliance with all Environmental Laws and shall promptly remediate any Hazardous Materials released on or from the Premises by Tenant.

(b) Environmental Laws. The term “**Environmental Laws**” means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Occupational Safety and Health Act; the Clean Water Act; the Clean Air Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term “**Hazardous Materials**” means and includes any substance, material, waste, pollutant, or contaminant listed or regulated under any Environmental Laws, including without limitation asbestos, mold, petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, and liquefied natural gas or synthetic gas usable for fuel (or mixtures of such natural gas and synthetic gas).

(c) Tenant’s Indemnification. Tenant shall and hereby does indemnify and agree to defend and hold Landlord harmless from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, proceedings, costs, disbursements or expenses of any kind or any nature whatsoever (including reasonable attorneys’ and consultants’ fees) which may at any time be imposed upon, incurred by or asserted against Landlord as a result of any release of Hazardous Materials onto the Premises by Tenant, its agents, employees, contractors, assignees, subtenants or invitees, or any breach by Tenant of the requirements under this Paragraph 27 during the Lease Term. The obligations of Tenant under this Paragraph 27 shall survive any termination of this Lease.

28. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

29. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

30. **Transfer by Landlord.** In the event of a sale or conveyance by Landlord of the Premises, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Landlord’s successor in interest with respect thereto and agrees to attorn to such successor.

31. **Brokers.** Each party represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other



person brought about this transaction, and each party agrees to defend, indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnitor with regard to this Lease.

32. **Signs.** Tenant shall have the right to install signage in compliance with all Legal Requirements.

33. **Miscellaneous.**

(a) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to the parties at their addresses below. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(i) If to Tenant: Sage Naturals, Inc.  
13 Commercial Way  
Milford, Massachusetts  
Attention: Michael Dundas

Copy to: Catherine Burns Esq.  
Seyfarth Shaw LLP  
Two Seaport Lane  
Suite 300  
Boston, Massachusetts 02210

If to Landlord: Alexander A. Argiros, Trustee of Davis  
Square Realty Ventures Nominee Trust  
c/o Charles River Realty  
P.O. Box 262  
Norwood, Massachusetts 02062  
Attention: Michael Argiros

Copy to: Thomas W. Tavenner, Jr., Esq.  
Dalton & Finegold, LLP  
34 Essex Street  
Andover, MA 01810

(b) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(c) Any amount not paid by Tenant within five (5) days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the rate of one percent (1%) per month ("**Default Rate**"), and shall be paid to Landlord by

Tenant as Additional Rent. Tenant shall pay all Landlord's costs, including reasonable attorney's fees, in enforcing or defending Landlord's rights hereunder. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by the obligee be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to the obligor), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(d) This Lease shall be construed under and be governed by with the laws of the Commonwealth of Massachusetts.

(e) Tenant hereby agrees and consents that jurisdiction for any litigation with respect to this Lease and/or enforcement or compliance by or against any of the parties shall be exclusively commenced and processed within the State Courts of the Commonwealth of Massachusetts, and, for these purposes including only Courts within Middlesex or Suffolk County. For all purposes, rules applicable to addresses for service of process for Landlord and Tenant shall be as required under the Notice provisions of this Lease. The foregoing is intended as a consent to Middlesex or Suffolk County jurisdiction.

(f) Time is of the essence as to the performance of both parties' obligations under this Lease.

(g) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(h) If either Landlord or Tenant commences any suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the prevailing party in any such litigation shall be entitled to recover all reasonable attorneys' fees and expenses (at the trial and appellate levels) actually incurred in enforcing such obligations and/or collecting such amounts.

(i) If any covenant, agreement or condition of this Lease or the application thereof to any person, firm or corporation or to any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant agreement or condition to persons, firms or corporations, or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(j) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no

provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

(k) This Lease shall not be recorded but at the request of either party a memorandum of lease shall be recorded.

(l) This Lease may be executed in counterparts, each of which shall be an original and when taken together shall constitute one original instrument. Any such counterparts or signatures may be delivered by facsimile or e-mail (in .pdf format), and any counterparts or signatures so delivered shall be deemed an original counterpart or signature for all purposes related to this Agreement.

(m) The "**Effective Date**" of this Lease shall be the day upon which both parties have executed the Lease.

34. **Exclusive Use.** Landlord will not permit any other party, whether a tenant, subtenant or vendor, to operate as a marijuana dispensary in the Building without the prior written consent of Tenant. The exclusive use rights granted to Tenant in this Paragraph 34 (the "**Exclusive Use**") shall inure to the benefit of any assignee of Tenant's interest in this Lease and to any sublessee of all or part of the Premises.

Upon any breach of the Exclusive Use, and if such breach shall continue for more than sixty (60) days, Tenant shall have the right to terminate this Lease at any time thereafter, in which event this Lease shall terminate on the date set forth in Tenant's notice of termination without further liability on the part of either Landlord or Tenant, except for those obligations which survive the expiration or other termination of this Lease pursuant to the express terms of this Lease. Tenant shall also have all remedies given to it elsewhere in this Lease, at law and in equity, including, without limitation, the right to obtain injunctive relief and/or to commence and prosecute an action against Landlord or any other violator for damages.

35. **Extension Options.**

(a) Subject to the provisions of this Paragraph 35 and provided that no Event of Default has occurred, Tenant shall have four (4) separate, successive options (collectively, the "**Extension Options**") to extend the Lease Term for extended terms of five (5) years each (individually each an "**Option Term**"; collectively, the "**Option Terms**"), commencing on the day following the expiration of the then-existing Lease Term (as the same may have been extended). Each of the Option Terms shall commence on the day after the then current expiration date of the Lease Term (as the same may have been extended) and shall expire on the fifth (5th) annual anniversary of such then current expiration date. Each of the Extension Options shall be exercisable (separately) by Tenant by written notice to Landlord not less than one hundred eighty (180) days prior to the scheduled expiration date of the then-existing Lease Term (as the same may have been extended).

(b) Each of the Option Terms shall be upon the same covenants, terms and conditions as set forth in this Lease for the original Lease Term, except for the applicable Base Rent payable with respect to the Option Term(s) as determined in accordance with this Lease.

36. **Landlord Liability and Default.** Landlord shall not be liable to Tenant or any other party for so long as Landlord acts in good faith and diligently commences and seeks to obtain performance of the requirements of Landlord under this Lease. Recourse against Landlord under or on account of this Lease shall be limited to the assets of the Landlord entity; in no event may Tenant or any other party seek or obtain recourse to or from the assets of any manager, member, trustee, beneficiary or partner of Landlord or any employee, officer, director or shareholder of Landlord, its member, manager, trustee, managing agent or their respective successors and assigns. In no event shall Landlord be liable for consequential, punitive or indirect damages.

37. **Force Majeure.** Whenever either Landlord or Tenant is prevented or delayed from the performance of any obligation hereunder (other than obligations for the payment of money which is due) as a result of strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of such party, then such delay shall be a "Force Majeure" delay and such party shall be excused from the performance of the obligation to the extent of and for the period of time that such situation continues.

38. **Authority.** Landlord and Tenant each represent and warrant to the other that each is authorized by all required corporate action to enter into this Lease, and the individual(s) signing this Lease on behalf of Landlord and Tenant are authorized to bind Landlord and Tenant to its terms.

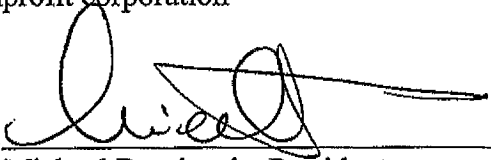
39. **OFAC.** Each of Landlord and Tenant represents and warrants to the other party that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business ("OFAC List"). Notwithstanding anything to the contrary herein contained, neither party shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List.

40. **Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

**TENANT:**

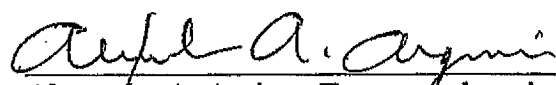
**SAGE NATURALS, INC.**, a Massachusetts nonprofit corporation

By:   
Michael Dundas, its President

Date of Execution: May 2, 2017

**LANDLORD:**

**DAVIS SQUARE REALTY VENTURES  
NOMINEE TRUST**, u/d/t dated January 25, 2011

  
Alexander A. Argiros, Trustee and not individually

Date of Execution: May 2, 2017

**EXHIBIT A**

to

**LEASE AGREEMENT**

LEGAL DESCRIPTION

A certain parcel of land, together with the buildings and improvements thereon, situated in Somerville, Middlesex County, Massachusetts, and being shown as Lots 4, 3 and A on a certain plan made by S.L. Leftovith, Consulting Surveyor, dated July 2, 1943, and recorded with the Middlesex South District Registry of Deeds in Book 6769, Page 199, reference to which plan is hereby made for a more particular description, and being more particularly bounded and described as follows:

NORTHEASTERLY by Elm Street, 93.87 feet;

NORTHWESTERLY by Chester Street, 200.03 feet;

SOUTHWESTERLY by land of owners unknown, 96.65 feet;

SOUTHEASTERLY by Lot B as shown on said plan, 75 feet;

NORTHEASTERLY again by Lot 2 on said plan, 33.11 feet; and

SOUTHEASTERLY again by said Lot 2 by a line running in part through the middle of a 12 inch brick wall, 103.38.feet.

Containing 15,952 square feet of land, more or less.

For title reference, please see Deed recorded with the Middlesex South Registry of Deeds in Book 56566, Page 458.

**EXHIBIT B**  
**LIST OF PROHIBITED USES**

(a) "Second-hand" store whose principal business is selling used merchandise, thrift shops, salvation army type stores, "goodwill" type stores, and similar businesses;

(b) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(c) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);

(d) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);

(e) Central laundry, dry cleaning plant, or laundromat;

(f) Selling or leasing new or used automobiles, trucks, trailers or recreational vehicles;

(g) Any bowling alley, skating rink or bar (unless part of a sit down restaurant), dance hall, discotheque, night club, amusement gallery, gymnasium or off-track betting parlor;

(h) Veterinary hospital or animal raising or boarding facilities (except that this restriction shall not be deemed to preclude the operation of pet shops or pet supply stores nor preclude veterinarian services and/or boarding facilities located within such a shop or store and incidental to the same);

(i) Funeral home or mortuary;

(j) Any establishment which stocks, displays, sells, rents or offers for sale or rent any pornographic material; provided, however, the foregoing restriction shall not prohibit the operation of a bookstore or video store which carries a broad inventory of books or videos or other materials directed towards the interest of the general public (as opposed to a specific segment thereof);

(k) Flea market;

(l) Car wash;

(m) Operation whose principal use is a massage parlor; provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;

- (n) Tattoo parlor;
- (o) Church, school, or related religious or educational facility or religious reading room;
- (p) Automotive service and repair;
- (q) Cinema or movie theater;
- (r) Amusement arcades or game rooms, or amusement centers other than as an incidental use to a restaurant or store.
- (s) Any production, assembling, manufacturing, industrial, or storage use of any kind or nature, except for storage and/or production of products incidental to the retail sale thereof; or
- (t) any use involving the use, storage, disposal or handling of hazardous or biohazardous materials, medical waste or underground storage tanks.



## EXHIBIT "C" – FAIR MARKET RENTAL VALUE

The "Fair Market Rental Value" shall mean the market rate for the rental of the Premises for all the Option Periods based upon rents then being paid for comparable space in the area in which the Building is located, including all relevant factors, but in all cases shall not be less than the Option Periods Floor Annual Rent. The Fair Market Rental Value shall be determined as follows:

Within thirty (30) days after the exercise by Tenant of its conditional option to extend the Term for each of the Option Periods under Exhibit "C" of the Lease, Landlord shall advise Tenant in writing of Landlord's determination of the Fair Market Rental Value. Tenant shall be deemed to have accepted the rental amount contained in Landlord's said notice, and such rental rate shall be conclusively deemed to be the Fair Market Rental Value, unless Tenant notifies Landlord in writing, within forty-five days after Landlord's notice, that Tenant disputes the aforementioned determination by Landlord, in which event the parties shall proceed to the Fair Market Rental Value determination as set forth below.

In the event that Tenant so disputes the determination of the Fair Market Rental Value by Landlord, and Landlord and Tenant are unable to agree on the Fair Market Rental Value within 30 days, the same shall be determined as follows: Landlord and Tenant each shall, within ten days after the expiration of such thirty (30) day period, appoint an independent appraiser who shall be instructed to determine independently the Fair Market Rental Value. If the difference between the amounts so determined by such appraisers does not exceed ten percent (10%) of the lesser of such amounts, then the Fair Market Rental Value shall be an amount equal to fifty percent (50%) of the total of the amounts so determined. If the difference between the amounts so determined shall exceed ten percent (10%) of the lesser of such amounts, then such two (2) appraisers shall have ten (10) days thereafter to appoint a third appraiser, but if such appraisers fail to do so within such ten (10) day period, then either Landlord or Tenant may request the Greater Boston Real Estate Board or any successor organization thereto to appoint an appraiser within ten (10) days of such request, and both Landlord and Tenant shall be bound by any appointment so made within such ten (10) day period. If no such appraiser shall have been appointed within such ten (10) days either Landlord or Tenant may apply to any court having jurisdiction to have such appointment made by such court. Any appraiser appointed by the original appraisers, by the Greater Boston Real Estate Board or by such court shall be instructed to determine the Fair Market Rental Value in accordance with the definition of such term contained herein and within twenty (20) days after its appointment. If the third appraisal shall exceed the higher of the first two appraisals, the Fair Market Rental Value shall be the higher of the first two appraisals; if the third appraisal is less than the lower of the first two appraisals, the Fair Market Rental Value shall be the lower of the first two appraisals. In all other cases, the Fair Market Rental Value shall be equal to the third appraisal. Notwithstanding the foregoing, if either party shall fail to appoint its appraiser within the 10 day period specified above (such party being referred to herein as the "failing party"), the other party may serve notice on the failing party requiring the failing party to appoint its appraiser within ten (10) days of the giving of such notice. If the failing party shall not respond by appointment of its appraiser within said ten day period, then the appraiser appointed by the other party shall be the sole appraiser whose

determination of the Fair Market Rental Value shall be binding and conclusive upon Tenant and Landlord. Each party shall pay for the fees and expenses of the appraiser appointed by it, but the fees and expenses of the third appraiser shall be shared equally by the parties. All appraisers appointed hereunder shall be MAI appraisers, so called, knowledgeable in the field of commercial real estate and experienced in the Boston market. The foregoing determination shall be conclusive, final and binding on the parties and enforceable in any court having jurisdiction over the parties.

If the parties are unable to agree on the Fair Market Rental Value prior to the first day of the applicable Option Period, Tenant shall make monthly payments on account of Annual Base Rent (in addition to all Additional Rent and other payments hereunder) in the amount of the applicable Annual Rent for the Lease Term ending immediately prior to commencement of that Option Period until the Fair Market Rental Value has been finally established as herein provided, at which time an appropriate retroactive Annual Base Rent adjustment payment shall be made, if necessary, and timely paid by Tenant.