



BOARD OF APPEALS
Jesse Geller, Chair
Mark G. Zuroff

*Town of Brookline
Massachusetts*

Decision Filed with Town Clerk
[time stamp]

Town Hall, 1st Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2010 Fax (617) 730-2043
Patrick J. Ward, Clerk

TOWN OF BROOKLINE
BOARD OF APPEALS
CASE NO. 2019-00[25]
1351 Beacon Street

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TOWN OF BROOKLINE
2019 JUN 24 P 2:23

Petitioner, Sanctuary Medicinals, Inc., applied to the Building Commissioner for a permit to conduct retail sales of non-medical marijuana and non-medical marijuana products. The application was denied and an appeal was taken to this Board.

The Board administratively determined that the properties affected were those shown on a schedule certified by the Board of Assessors of the Town of Brookline and fixed March 9, 2019 at 7:00 p.m., in the 6th Floor Selectmen's Hearing Room, as the date, time and place of a hearing for appeal. On that date, Attorney Amanda Abelmann appeared on behalf of the Petitioner and requested a continuance to May 16, 2019, which request was granted. Notice of the hearing was mailed to the Petitioner, to its attorney of record, to the owners of the properties deemed by the Board to be affected as they appeared on the most recent local tax list, to the Planning Board, and to all others required by law. Notice of the hearing was published on February 23, 2019 and March 2, 2019 in the Brookline Tab, a newspaper published in Brookline. A copy of said notice is as follows:

Notice of Hearing

Pursuant to M.G.L., C. 40A, the Board of Appeals will conduct a public hearing at Town Hall, 333 Washington Street, Brookline, on a proposal at:

1351 BEACON STREET, BROOKLINE, MA 02446– CONDUCT RETAIL SALES OF NON-MEDICAL MARIJUANA PRODUCTS AT 1351 BEACON STREET IN A(N) G-

1.75(CC) GENERAL BUSINESS, on May 9, 2019 at 7:00 pm in the 6th Floor Selectmen's Hearing Room (Petitioner/Owner: Jason A. Sidman) Precinct 10

The Board of Appeals will consider variances and/or special permits from the following sections of the Zoning By-Law, and any additional zoning relief the Board deems necessary:

1. §4.07 - Table Of Use Regulations, Use 29A
2. §4.13 - Marijuana Establishments

Any additional relief the Board may find necessary.

Hearings may be continued by the Chair to a date/time certain, with no further notice to abutters or in the TAB. Questions about hearing schedules may be directed to the Planning and Community Development Department at 617-730-2130, or by checking the Town meeting calendar at: www.brooklinema.gov.

The Town of Brookline does not discriminate in its programs or activities on the basis of disability or handicap or any other characteristic protected under applicable federal, state or local law. Individuals who are in need of auxiliary aids for effective communication in Town programs or activities may make their needs known by contacting the Town's ADA Compliance Officer. Assistive Listening Devices are available at the Public Safety Building for public use at Town of Brookline meetings and events. Those who need effective communication services should dial 711 and ask the operator to dial the Town's ADA Compliance Officer.

If you have any questions regarding the Assistive Listening Device, please contact Caitlin Haynes at 617-730-2345 or at chaynes@brooklinema.gov.

*Jesse Geller, Chair
Mark G. Zuroff*

Publish: April 25, 2019 and May 2, 2019

The public hearing was held on May 16, 2019.

Present at the hearing were Chair Mark G. Zuroff and Board Members Johanna Schneider and Lark Palermo.

Attorney Jeffrey Allen, attorney for the Petitioner Sanctuary Medicinals, Inc., waived a reading of the public hearing notice. Attorney Allen explained that the Petitioner is seeking a special permit to operate an adult recreational use cannabis facility at 1351 Beacon Street, which is the former Pier 1 Imports location. Attorney Allen explained that

Petitioner is the second organization seeking this special permit, the first being NETA, which added recreational after previously operating a medical marijuana facility. Attorney Allen introduced the representatives of the Petitioner, Sanctuary Medicinals, Inc., present for the hearing as follows: Jason Sidman (CEO); Josh Weaver (CFO); and Retired Chief Michael Allen (Head of Security). Attorney Allen stated that Petitioner's architect and engineer were also present to answer questions.

Attorney Allen explained that the Petitioner was before the Board after the required site plan review process whereby the Petitioner had worked with Senior Planner Maria Morelli, Lieutenant Michael Raskin of the Brookline Police Department, the Health Department, the Fire Department, Transportation Division, the Building Department, and Preservation planners. The Building Commissioner and the Assistant Director submitted letters confirming that the site plan review process was complete, a criterion for application to the Zoning Board. Attorney Allen explained that the Petitioner worked closely with the Police Department and other departments in an integrated manner coordinated by the Planning Department to ensure that concerns pertaining to public safety, transportation demand management, and customer demand management, among other issues were addressed to the satisfaction of Town departments prior to the hearing. Attorney Allen explained that the Petitioner has unanimous support of the Planning Board at its May 2, 2019 meeting voted unanimously to recommend that the Zoning Board issue a special permit to the Petitioner. Attorney noted that members of the Coolidge Corner Merchants Association publicly acknowledged their support of the Petitioner, as have some residents. Mr. Allen explained that the Petitioner is experienced in the industry with multiple facilities including in Plymouth, New Hampshire; one expected to open in North

Conway, New Hampshire; Garner, Massachusetts; and facilities several weeks from opening in Danvers, Massachusetts and Woburn, Massachusetts. Attorney Allen stated that the Petitioner also has a cultivation facility in Littleton, Massachusetts. Attorney Allen stated that the proposed location is a perfect location for this business. He explained that Coolidge Corner is the retail center of Brookline and this new retail use is a natural fit in that location given that a clear majority of Brookline voters, voted in favor of recreational marijuana. This location has public parking, public transportation, and it will be a positive force for Coolidge Corner business activity.

Attorney Allen explained that the Petitioner has complied with all the relevant zoning requirements, including the square footage limits for the dispensary. Attorney Allen summarized the proposed 2-level floor plan of the location in detail. Attorney Allen showed on the plans the art gallery that is proposed for the main level of the proposed location. Attorney Allen explained that the dispensary within the proposed location is shown in green on the plans. He explained that the landlord, Webster Trust, leases the entire location to SM Beacon LLC. SM Beacon LLC will in turn sublet the dispensary area shown in green to the Petitioner. The area shown in brown on the plan is being sublet to a neighbor, Eureka Puzzles, to be used as storage space. The storage area being leased has its own entrance, so security is not compromised at all. The art gallery, shown in gray along with mechanical areas, will remain in control of SM Beacon LLC and will not be subleased. Accordingly, the dispensary will comply with the square footage limits set forth in the Zoning By-Law. Attorney Allen explained that the inclusion of the art gallery in the front of the location where there are large windows will allow a positive impact on the streetscape and further the goal of the art gallery being used on a community basis. The idea of the art

gallery was suggested by the Health Department. Attorney Allen confirmed in response to Chair Zuroff's question that the art gallery is an as-of-right use.

Attorney Allen concluded his summary of the overall plan by stating that the Petitioner has the support of the commercial community, many residents, and the Planning Board. Attorney Allen then invited questions from the Board Members.

The Board questioned Attorney Allen how the flow of patrons to the art gallery (not age restricted) and patrons to the dispensary (age restricted) will be handled so, for example, a child would not inadvertently be allowed admission to the dispensary. Attorney Allen pointed out a secure door on the plans leading into the security desk, which would ensure no accidental entry into the dispensary. Attorney Allen confirmed that by "secure" he meant that the door would be guarded by a security officer. Chair Zuroff then asked about secure access by identification check. Attorney Allen introduced Retired Chief Michael Allen (Head of Security for Petitioner) to answer the question. Chief Allen explained that a security officer will check identification to ensure that no person under the age of 21 is allowed in the vestibule area that is directly adjacent to the dispensary floor. Chief Allen explained that the door that leads from the vestibule area to the dispensary floor is access-controlled by a card reader so that a person could not get into the dispensary floor without getting their identification card checked by a security officer. After the security officer confirms that the appropriate identification has been provided, the patron is then sent to the reception area, where the form of identification is checked again and run through an identification verification scanner that assures that the identification has not been altered and that it is a valid form of identification that is accepted by the Commonwealth. With respect to queuing on the sidewalk, Chief Allen

stated that, in the event this was necessary, stanchions would be used to ensure that the entrance to the art gallery would not be blocked so that patrons could access it.

The Board asked why more queueing of patrons would not be allowed in the abutting passageway to avoid two lines on the sidewalk of Beacon Street. Attorney Allen explained that others use the passageway. He also explained that the sidewalk on Beacon Street is wide. Attorney Allen stated that the proposal of having two lines on the sidewalk was reviewed with the Police Department and others. Attorney Allen stated that stanchions will be used to ensure the line does not "drift" and block the paths of people traveling on the sidewalk. In addition, Attorney Allen explained that there is substantial flexibility built into this queueing/waiting system (such as a reservation system with the ability to call customers on their phones) so it can be modified in the event Lieutenant Raskin from the Police Department or other Town officials believe something needs to be adjusted.

The Board asked about vestibule capacity and Attorney Allen introduced the Petitioner's architect, John Caveney, to answer the question. Mr. Caveney explained that 27 people could be allowed to occupy the vestibule. Attorney Allen clarified that the vestibule would not be a waiting area. Chair Zuroff asked if the entrance and gray area shown in the plans leading to the entrance was included in the dispensary facility calculation, and Petitioner's architect explained that it is not. Attorney Allen stated that, since this area is not a secure part of the facility, it should not be included in the calculation under the Zoning By-Law.

Chair Zuroff asked about the scheduling for delivery of product and removal of cash from the premises. Attorney Allen explained that deliveries will be made to the loading

dock on Webster Street and in accordance with the business and security plan approved by the Police Department. These include staggered deliveries and communications between the delivery driver and facility throughout the process to minimize delay and security concerns. Attorney Allen explained that cash will be handled by armored car service. Attorney Allen and Chief Allen confirmed that there is video surveillance throughout the interior as required by the Cannabis Control Commission. Chief Allen explained that the exterior of the facility also includes an extensive camera system. Chief Allen added that the Police Department will have access to the camera system. Chair Zuroff inquired about signage and Attorney Allen stated that the Petitioner is considering potential signs on the awnings and that the Petitioner will work with the Planning Board through a separate zoning process on that issue. Attorney Allen added that the Petitioner is making it a requirement that employees do not drive to the site in order to mitigate any parking congestion. It was also explained that the Petitioner will have a pre-order system on its website whereby a customer will place an order online and, when visiting the facility, the customer's order will be fast tracked to cut down on time. There is also an appointment system to add efficiency to the process.

Chair Zuroff asked if there was anyone present who wished to speak regarding the application.

David Leshinsky spoke in support of the proposal. He spoke as owner of Eureka Puzzles (an abutter), a Brookline resident, and Chair of the Coolidge Corner Merchants Association ("CCMA"). Mr. Leshinsky stated that he researched the Petitioner and came to the conclusion that the business is run as a top-tier operation that is congruent with the sensibilities of Brookline and Coolidge Corner as compared with other operations in the

marketplace. He believes that the Petitioner's operation is a good match for the area. Mr. Leshinsky explained that Coolidge Corner, as a retail destination, is under severe pressure both from online stores and other destination retail areas in the area. Mr. Leshinsky has been intensely involved with the Planning Department in an effort to keep Coolidge Corner vibrant and interesting—a place where people want to go. He explained that he believes the Petitioner's proposal would be beneficial to the area. Mr. Leshinsky stated that the Petitioner met with the CCMA. Mr. Leshinsky has spoken with almost all the businesses in the area and there is enthusiasm and the business community gives its endorsement. Mr. Leshinsky also explained that his business is next door and he believes the proposal will be an asset.

Josiah Wilde of 20 Webster Street asked about the ability of automobiles to pass when delivery vehicles are present. A representative of the Petitioner explained that the delivery vehicle is a small, van-like vehicle and deliveries typically take ten minutes or less. Attorney Allen explained that deliveries will not block the street and will be significantly less intense than deliveries for the furniture store that used to occupy the location. It was also noted that there will be one to two deliveries a week. Lieutenant Raskin stated that they will be parking in the loading zone on Webster Street and they will coordinate with the other businesses who use the loading zone to ensure traffic will not be blocked. Mr. Wilde also asked about the potential for intoxicated patrons. Attorney Allen stated that there is no consumption on the premises and the Police Department will become involved if there is an issue as well as the Petitioner's own security. Lieutenant Raskin explained that the Police Department has created a code for public consumption of marijuana and the Police Department is dealing with it. Mr. Wilde asked about the manning of point-of-sale

stations and it was confirmed that the Petitioner will do what they can to get people through the store efficiently.

Jonathan Davis, a Town Meeting member from Precinct 10, stated that SM Beacon LLC is subleasing the Petitioner 4,750 of first floor space under the sublease, which would be above the threshold specified in Section xx and therefore the special permit must be denied. Mr. Davis was also concerned that the leases be available to the public to the hearing process. Attorney Allen stated that a condition regarding finalizing the sublease of the space for the art gallery can be included in the special permit. Board Member Lark Palermo expressed some sympathy for Mr. Davis' argument. The Board recommended that the lease agreement include an amendment to the master lease agreement, which Ms. Palermo stated was appropriate. Chair Zuroff requested that the amendment to the master lease be submitted to him and the Building Commissioner for review and approval and that the complete lease packet be attached to the Decision. In addition, Chair Zuroff agreed to have the Decision posted on the Town website with the lease package two days before filing the Decision with the Town Clerk. Linda Davis of 125 Park Street asked how many members of the police force will be involved in the operation so that they will not be doing what they ordinarily would be doing in Brookline. Lieutenant Raskin said that the officers would be privately hired and paid for by the Petitioner.

Chair Zuroff called upon Senior Planner Maria Morelli to deliver the findings of the Planning Board. Ms. Morelli stated that there was an extensive site plan review process in which all the departments met at a site visit. Ms. Morelli explained that there was also a meeting with all of the principals and the project team to go through safety, security, and

operations issues that were raised. Ms. Morelli specifically acknowledged Lieutenant Raskin, who was meticulous and raised the bar as to comprehensive reviews.

Therefore, the Planning Board recommends approval of the site plan by Alfred M. Berry, professional land surveyor, and dated April 5, 2019, and the proposed floor plans prepared by Maggie Cassidy, Caveney Architectural Collaborative, and dated April 15, 2019, subject to the following conditions:

1. The Business Plan, dated April 30, 2019, and reviewed to the satisfaction of the Police Chief, the Health Commissioner, the Fire Chief, and the Director Engineering and Transportation, shall include the Security Plan. The Business Plan shall reference the most up to date components approved by the aforementioned staff, including but not limited to: Transportation Demand Management plan, Customer Demand and Queuing Plans, Diversity Plan, Trash/Recycling Plan, Pest Control Plan, Impact Management Plan, and floor plans.
2. Prior to the issuance of a license, the Applicant shall submit a final Business Plan and Security Plan for the review and approval of the Chief of Police.
3. Prior to issuance of a building permit, a final site plan, prepared by a registered engineer or land surveyor, and indicating all parking spaces, bicycle spaces, fencing, landscaping, trash and recycling, and utilities, shall be submitted to the Assistant Director for Regulatory Planning for review and approval.
4. Prior to issuance of a building permit, if exterior building modifications are proposed, final elevations, prepared by a registered architect, shall be submitted to the Assistant Director for Regulatory Planning for review and approval.
5. Prior to issuance of a building permit, plans for any alterations to the building's exterior features shall be submitted to Preservation Commission staff for determination of applicability under the Town's Demolition Delay By-law.
6. Prior to issuance of a certificate of occupancy, the applicant shall submit a Transportation Demand Management Plan, subject to the review and approval of the Director of Transportation/Engineering and the Assistant Director for Regulatory Planning. The effectiveness of the TDM plan will be reviewed after a three month and 15 month period and during the annual licensing process by the Select Board. It shall also include a stipulation that at least a four foot width of sidewalk shall be unobstructed at all times.
7. If during the initial opening period of the facility, but no longer than six months, the Town determines that queuing on the public sidewalk has become a safety hazard or nuisance, the applicant shall meet with the relevant Town officials to identify and implement methods to eliminate any queuing on the sidewalk. Costs of same shall be borne by the applicant.

8. The facility shall not open earlier than 10 am, Mondays through Saturdays, and 9 am on Sundays. Any change to operational hours shall be subject to the Select Board, after input from the Director of Engineering and Transportation and the Chief of Police.
9. All signage for the facility shall be approved by the Planning Board prior to installation and shall be removed in the event the entity ceases operations.
10. Prior to issuance of a certificate of occupancy, evidence of a valid license from the Select Board for a marijuana retailer shall be provided to the Building Commissioner.
11. The special permit is conditional upon the applicant maintaining a valid and current license or Certificate of Registration, as may be required, from the Select Board, the Massachusetts Department of Public Health, and the Massachusetts Cannabis control Commission.
12. Prior to issuance of a building permit, the applicant shall submit to the Building Commissioner to ensure conformance to the Board of Appeals decision: 1) a final site plan, stamped and signed by a registered land surveyor or engineer; 2) final floor plans and building elevations, stamped and signed by a registered architect, if there are any exterior changes; and 3) evidence the Board of Appeals decision has been recorded at the Registry of Deeds.
13. Prior to the issuance of a license, submit "Town of Brookline for Diversity Plan" for review and approval by the Director of the Office of Diversity and Inclusion.
14. Prior to the issuance of a Building Permit, the Applicant shall submit a pest control plan, subject to the review and approval of the Chief of Environmental Health.
15. Prior to the issuance of a Building Permit, the Applicant shall submit floor plans that show all storage shelving, hand sinks, toilets, mop sinks, and the trash storage room for the review and approval of the Chief of Environmental Health.
16. The Applicant shall provide a minimum of one 80-gallon tote for trash and one 80-gallon tote for recyclables. Trash shall be maintained within the building footprint, except for scheduled pick-up by the Town or private trash management service.
17. Retail product shall be stored a minimum of six inches above the ground.
18. No product shall be weighed and packed at the retail location. All product shall be pre-weighed on a certified scale at the production location.
19. Prior to the issuance of a Certificate of Occupancy, the Applicant shall notify Brookline Department of Public Health and Human Services when renovations and

have been completed so it can arrange for a pre-operational inspection 14 days prior to the scheduled opening date.

20. Prior to the issuance of a license, the Applicant shall update the final Transportation Demand Management plan to provide a minimum 100% subsidy for employees' MBTA passes, for employees' bike share memberships, and for employees' car share expenses related to their commutes to and from their work shifts at the retail establishment.
21. A security agent will end the sidewalk queue 6'-3" prior to the end of the alley between 1341 Beacon and 1351 Beacon Street.
22. If the Police Chief and/or the Director of Engineering and Transportation deems sidewalk queueing a hazard or nuisance, the Applicant shall devise a contingency plan to eliminate sidewalk queue subject to the review and approval of the Police Chief and the Director of Engineering and Transportation, with all associated costs borne by the Applicant. The Applicant shall consider a contingency plan that consist of customer satellite parking locations with shuttle vans transporting customers between the satellite parking location and the retail establishment in a continuous loop in addition to seeking out private parking spots to rent for customer use.
23. The retail establishment's Director of Security shall ensure:
 - a. all entrances are secured to prevent unauthorized access
 - b. all locks and security equipment will be maintained in good working order
 - c. all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing or storage of marijuana products are securely locked and protected from entry, except for the actual time required to remove or replace marijuana
24. Ensure that the site plan makes clear the location of the railing that will be installed to confine the queue lines in the alley subject to the review and approval of DPW. If chairs are provided, DPW must review the plan to ensure that it complies with ADA standards.
25. Prior to the filing of the Decision, the Applicant shall submit an amendment to the master lease indicating the respective square footages to be allocated to marijuana retail use and use other than marijuana retail use, for the review and approval of the Chairman of the Zoning Board of Appeals and the Building Commissioner. The complete lease packet shall be attached to the Decision as Exhibit 1.
26. The Applicant shall maintain an incident log that lists unusual, along with documents stipulated in the Host Community Agreement for recording in a binder, for administrative inspections.

The Chair then called upon Deputy Building Commissioner Joseph Braga, Jr. to deliver the comments of the Building Department. Deputy Commissioner Braga stated that the Building Department has no objection to the relief sought other than confirming the square footage of the dispensary.

Board Deliberation

Chair Zuroff began the discussion by stating that the addition of this business to Coolidge Corner is a good thing given online competition. He said that having a vibrant retail facility is important. Chair Zuroff stated that this is a highly regulated industry, he has visited operations such as the one proposed, and they are very well-run. They work with the local police department because the businesses do not want to have problems. Chair Zuroff said that he was in favor of granting the special permit subject to verifying the square footage. He also stated that the more facilities that open, the less queueing issues there will be with crowd control. Chair Zuroff asked Lieutenant Raskin if he is comfortable that patrons leaving these facilities are under control. Lieutenant Raskin explained that there are growing pains with this process but that he was. Lieutenant Raskin reiterated that there was a lot of back and forth with the Petitioner and that the Police Department is confident this proposal is going to work.

Board Member Schneider stated that she would support the proposal but expressed concern regarding loss of parking for other retailers. She noted that NETA rented parking spaces at a nearby extended stay hotel. She would have preferred that this applicant did something similar, at least at the beginning stage.

Board Member Palermo echoed the concern but also agreed with Chair Zuroff's comments regarding needing to revitalize the retail in Coolidge Corner. She stated that

there are a lot of empty storefronts and banks and she did not think that either are particularly good for the area. She thanked Lieutenant Raskin for his efforts and involvement. She stated that she supports the proposal.

Accordingly, the Board voted unanimously to grant special permit relief, and approve the site plan by Alfred M. Berry, professional land surveyor, and dated April 5, 2019, and the proposed floor plans prepared by Maggie Cassidy, Caveney Architectural Collaborative, and dated April 15, 2019, subject to the following conditions:

1. The Business Plan, dated April 30, 2019, and reviewed to the satisfaction of the Police Chief, the Health Commissioner, the Fire Chief, and the Director Engineering and Transportation, shall include the Security Plan. The Business Plan shall reference the most up to date components approved by the aforementioned staff, including but not limited to: Transportation Demand Management plan, Customer Demand and Queuing Plans, Diversity Plan, Trash/Recycling Plan, Pest Control Plan, Impact Management Plan, and floor plans.
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4. Prior to issuance of a building permit, if exterior building modifications are proposed, final elevations, prepared by a registered architect, shall be submitted to the Assistant Director for Regulatory Planning for review and approval.
5. Prior to issuance of a building permit, plans for any alterations to the building's exterior features shall be submitted to Preservation Commission staff for determination of applicability under the Town's Demolition Delay By-law.
6. Prior to issuance of a certificate of occupancy, the applicant shall submit a Transportation Demand Management Plan, subject to the review and approval of the Director of Transportation/Engineering and the Assistant Director for Regulatory Planning. The effectiveness of the TDM plan will be reviewed after a three month and 15 month period and during the annual licensing process by the Select Board. It shall also include a stipulation that at least a four foot width of sidewalk shall be unobstructed at all times.
7. If during the initial opening period of the facility, but no longer than six months, the Town determines that queuing on the public sidewalk has become a safety hazard or nuisance, the applicant shall meet with the relevant Town officials to identify and

implement methods to eliminate any queuing on the sidewalk. Costs of same shall be borne by the applicant.

8. The facility shall not open earlier than 10 am, Mondays through Saturdays, and 9 am on Sundays. Any change to operational hours shall be subject to the Select Board, after input from the Director of Engineering and Transportation and the Chief of Police.
9. All signage for the facility shall be approved by the Planning Board prior to installation and shall be removed in the event the entity ceases operations.
10. Prior to issuance of a certificate of occupancy, evidence of a valid license from the Select Board for a marijuana retailer shall be provided to the Building Commissioner.
11. The special permit is conditional upon the applicant maintaining a valid and current license or Certificate of Registration, as may be required, from the Select Board, the Massachusetts Department of Public Health, and the Massachusetts Cannabis control Commission.
12. Prior to issuance of a building permit, the applicant shall submit to the Building Commissioner to ensure conformance to the Board of Appeals decision: 1) a final site plan, stamped and signed by a registered land surveyor or engineer; 2) final floor plans and building elevations, stamped and signed by a registered architect, if there are any exterior changes; and 3) evidence the Board of Appeals decision has been recorded at the Registry of Deeds.
13. Prior to the issuance of a license, submit "Town of Brookline for Diversity Plan" for review and approval by the Director of the Office of Diversity and Inclusion.
14. Prior to the issuance of a Building Permit, the Applicant shall submit a pest control plan, subject to the review and approval of the Chief of Environmental Health.
15. Prior to the issuance of a Building Permit, the Applicant shall submit floor plans that show all storage shelving, hand sinks, toilets, mop sinks, and the trash storage room for the review and approval of the Chief of Environmental Health.
16. The Applicant shall provide a minimum of one 80-gallon tote for trash and one 80-gallon tote for recyclables. Trash shall be maintained within the building footprint, except for scheduled pick-up by the Town or private trash management service.
17. Retail product shall be stored a minimum of six inches above the ground.
18. No product shall be weighed and packed at the retail location. All product shall be pre-weighed on a certified scale at the production location.

19. Prior to the issuance of a Certificate of Occupancy, the Applicant shall notify Brookline Department of Public Health and Human Services when renovations have been completed so it can arrange for a pre-operational inspection 14 days prior to the scheduled opening date.
20. Prior to the issuance of a license, the Applicant shall update the final Transportation Demand Management plan to provide a minimum 100% subsidy for employees' MBTA passes, for employees' bike share memberships, and for employees' car share expenses related to their commutes to and from their work shifts at the retail establishment.
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23. The retail establishment's Director of Security shall ensure:
 - a. all entrances are secured to prevent unauthorized access
 - b. all locks and security equipment will be maintained in good working order
 - c. all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing or storage of marijuana products are securely locked and protected from entry, except for the actual time required to remove or replace marijuana
24. Ensure that the site plan makes clear the location of the railing that will be installed to confine the queue lines in the alley subject to the review and approval of DPW. If chairs are provided, DPW must review the plan to ensure that it complies with ADA standards.
25. Prior to the filing of the Decision, the Applicant shall submit an amendment to the master lease indicating the respective square footages to be allocated to marijuana retail use and use other than marijuana retail use, for the review and approval of the Chairman of the Zoning Board of Appeals and the Building Commissioner. The complete lease packet shall be attached to the Decision as **Exhibit 1**.

26. The Applicant shall maintain an incident log that lists unusual, along with documents stipulated in the Host Community Agreement for recording in a binder, for administrative inspections.

Exhibit 1: Complete Lease Packet follows [MARK: separate attachment]
Exhibit 2: Overview of Selected Operations Details follows

Unanimous Decision of
The Board of Appeals

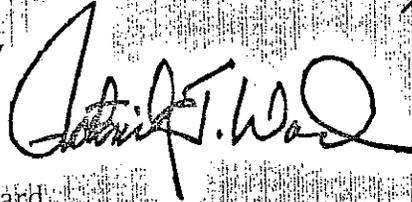
Filing Date: 6/24/2019



Mark G. Zuroff, Chair

A True Copy

ATTEST:



Patrick J. Ward
Clerk, Board of Appeals

20 Day Appeals Period Ended

- 1 - Town Clerk Stamp
- 2 - Applicant: File Decision with Norfolk County Registry of Deeds

LEASE

THIS INDENTURE ("Lease") made as of the 13th day of August, 2018 by and between Webster Trust with a mailing address of c/o Salter and Kahn, Inc., 359 Boylston Street, Boston, MA 02116 ("Landlord"), and SM Beacon, LLC, a Massachusetts limited liability company having a mailing address of 234 Taylor Street, Littleton, MA 01460 ("Tenant").

WITNESSETH

1. Definitions. As used herein, the terms set forth in Schedule A to this Lease ("Schedule A"), incorporated herein by reference, shall have the meanings set forth therein, unless the context otherwise requires.

2. The Building and the Premises. The Landlord does hereby let to the Tenant and the Tenant does hereby hire from the Landlord the Premises, excepting and reserving to the Landlord, however, (a) the right to place in, over, upon or under the Premises, in such manner as to not interfere with the Tenant's use of the Premises, utility lines, pipes and the like to serve other portions of the Building, and to replace, maintain and repair such utility lines, pipes and the like in, over, upon and under the Premises as may have been installed therein, (b) all other necessary or customary easements, appurtenances and rights of access to and egress from such other Portions of the Building, and (c) all other rights reserved by the Landlord in the Lease or otherwise. In the event of any conflict between the terms and provisions of this Lease and the terms and provisions of Schedule A, the terms and provisions of the Lease shall govern.

3. Term. TO HAVE AND TO HOLD the Premises unto the Tenant during the Term set forth in Schedule A. In the event that Tenant should hold over after the expiration or sooner termination of the Term, the Tenant shall be a Tenant at sufferance subject to all of the terms and provisions of this Lease in effect immediately prior to such holdover, except that the Tenant shall pay on account of the Rental an amount equal to one and half (1.5) times the Net Minimum Rental provided in Schedule A.

4. Rental. YIELDING AND PAYING therefor, the Net Minimum Rental set forth in Schedule A, payable in advance on the first day of each month during the Term in equal monthly installments. A proportionate part of the Net Minimum Rental shall be paid for any period at the commencement of the Term, which shall be less than a full month. When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the expiration date for the initial Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as Exhibit A.

The Tenant also agrees to pay, as Additional Rental, when due or payable, and except as otherwise expressly provided herein, all other obligations and liabilities which the Tenant assumes and agrees to pay by express assumption or agreement elsewhere in this Lease, together with every fine, penalty, interest and cost which may be added thereto or become due or be imposed by the operation of law for the non-payment or late payment thereof, and, in the event of any failure on the part of the Tenant so to pay or discharge any of the same, the



Landlord shall have all rights and remedies as in the case of non-payment of the Net Minimum Rental. The Tenant also agrees to pay to the Landlord, on demand, as Additional Rental, interest at the Lease Interest Rate on all overdue installments of the Net Minimum Rental and Additional Rental from the respective due dates thereof until payment thereof in full.

In the event that the aggregate of all payments (whether denominated as Net Minimum Rental, Additional Rental or otherwise), including any rent or other consideration paid to Tenant, directly or indirectly, by any subtenant or any other entity or person related to or affiliated with, subtenant, or any other amount received by Tenant or any entity or person related to, or affiliated with, Tenant (including, but not limited to, any subsidiary or sister corporation) from or in connection with, any subletting (including, but not limited to, sums paid for the sale or rental, or consideration received on account of any contribution of personal property, fixtures, improvements, furniture, equipment, or sums paid in connection with the supply of electricity or HVAC) received by or paid to discharge an obligation of the Tenant hereunder as a result of any assignment, subletting or permission to use or occupy the Premises described in Section 11(e), whether or not the Landlord shall have consented thereto (it being agreed by the Tenant that nothing herein contained shall in any way affect the covenant herein elsewhere contained prohibiting an assignment hereof or the underletting to, or use, occupation or improvement by, others of the Premises or any part thereof without the Landlord's prior consent), shall exceed the aggregate of the Net Minimum Rental, Additional Rental and other payments herein payable by or on behalf of the Tenant, then, and in such event, The Tenant agrees to pay forthwith, as Additional Rental, the full amount of such excess. The Net Minimum Rental and all items of Additional Rental shall be paid to the Landlord at the Landlord's address set forth in Schedule A, except that the Landlord may by notice to the Tenant designate another address for the purposes of this sentence.

Landlord shall have the option, exercisable by written notice, to require Tenant to pay all amounts payable hereunder, whether denominated as Net Minimum Rental, Additional Rental or otherwise, by ACH direct deposit in accordance with instructions to be provided with said notice and generally accepted bank practices.

5. Net Lease: Non-terminability. (a) This Lease is a net-net lease, and the Net Minimum Rental, Additional Rental and all other sums payable hereunder to or on behalf of the Landlord shall be paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction, except as expressly provided herein.

(b) This Lease shall not terminate, nor shall the Tenant have any right to terminate this Lease, nor shall the obligations and liabilities of the Tenant set forth herein be otherwise affected, except as expressly provided herein.

(c) The Tenant waives all rights (i) to any abatement, suspension, deferment, reduction or deduction of or from the Net Minimum Rental or Additional Rental or (ii) to quit, terminate or surrender this Lease or the Premises or any part thereof, except as expressly provided herein.

(d) It is the intention of the parties hereto that the obligations of the Tenant ~~hereunder~~ be separate and independent covenants and agreements, that the Net Minimum ~~Rental~~, the Additional Rental and all other sums payable by the Tenant to or on behalf of the Landlord shall continue to be payable in all events and that the obligations of the Tenant ~~hereunder~~ shall continue unaffected, unless the requirements to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

(e) The Tenant agrees that it will remain obligated under this Lease in accordance with all of its terms and provisions and that it will not take any action to terminate, rescind or avoid this Lease or any portion thereof, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting the Landlord or any assignee of the Landlord in any such proceeding and (ii) any action with respect to this Lease which may be taken by any trustee or receiver of the Landlord or of any assignee of the Landlord in any such proceeding or by any court in any such proceeding.

6. Use of the Premises. The Premises may be used for the Permitted Use described in Schedule A or any other type of licensed marijuana related business, and for no other purpose whatsoever. The Tenant hereby acknowledges that its agreement set forth in the immediately preceding sentence is a major inducement to the Landlord to enter into this Lease.

7. INTENTIONALLY OMITTED

8. Taxes and Insurance. Further, the Tenant agrees to pay, as Additional Rental, within fifteen (15) days after demand, the Tenant's Fraction of all real estate taxes, personal property taxes, assessments, and all other similar governmental taxes, impositions and charges which shall be levied, assessed or imposed:

(a) upon or with respect to, the Building and the land under the Building as shall be or become liens-upon, the Building or any portion thereof; or

(b) upon or with respect to the operation, maintenance, alteration, repair, rebuilding, use, occupancy or enjoyment of the Building or any portion thereof;

Under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any public authority, whether federal, state, county, city, municipal or otherwise, all whether general, special, ordinary, extraordinary, foreseen or unforeseen. Such taxes, charges, assessments and impositions shall include any costs and expenses incurred, in accordance with the 3rd paragraph from the end of this Section 8, in contesting the amount and validity thereof.

The Tenant agrees, except as aforesaid and except as hereinafter provided, to pay as aforesaid all gross receipts, gross income or similar taxes imposed or levied upon, assessed against or measured by the Net Minimum Rental, Additional Rental or any sums payable or dischargeable by the Tenant to or on behalf of the Landlord hereunder, or any sales or use taxes which may be levied or assessed against or payable by the Landlord or the Tenant on account of the acquisition, leasing, use or occupancy of the Premises or any portion thereof.

Notwithstanding anything contained in this Lease to the contrary, the Tenant will pay to the Landlord monthly, together with the Net Minimum Rental, one twelfth (1/12) of the amount estimated from time to time by the Landlord to reflect the Tenant's Fraction of all such taxes, charges, assessments and impositions described in this Section 8 which are so levied, assessed or imposed, or billed to the Landlord by the appropriate governmental authority or authorities, if any. Promptly after the exact amount of the Tenant's Fraction of all such taxes, charges, assessments and impositions are determined for each tax year, the Landlord will advise the Tenant in writing of the amount thereof for such year and the Landlord and the Tenant will account to each other so that the Tenant shall have paid to the Landlord prior to the expiration of fifteen (15) days after the Landlord has so advised the Tenant of such amount, the full amount of the Tenant's Fraction of all such taxes, charges, assessments and impositions for such tax year or portion thereof; any excess paid by the Tenant shall be credited against future payments required by this Section 8, except that upon expiration of the Term any such excess shall be promptly refunded by the Landlord to the Tenant, and any deficiency shall be promptly paid by the Tenant to the Landlord. The written notice from Landlord to Tenant shall include a copy of the municipal bill or bills for all such taxes, charges, assessments and impositions.

Notwithstanding anything in this Lease to the contrary contained, the Tenant shall not be required to pay or otherwise be responsible for (i) any local, state or federal capital levy or franchise tax, revenue tax, income tax or profits tax of the Landlord, or (ii) any estate, inheritance, devolution, federal or state income taxes, succession or transfer tax, which may be imposed upon or with respect to any transfer of the Landlord's interest in the Building; provided, however, that, if at any time hereafter the methods of taxation prevailing at the date hereof shall be altered so as to cause the whole or any part of the taxes, charges, assessments or impositions now or thereafter levied, assessed or imposed on real estate and the buildings, structures and other improvements thereon to be levied, assessed and imposed, wholly or partially as a gross receipt, gross income, capital levy or other tax, on the rentals received therefrom, or if any tax, corporation franchise tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or based in whole or in part, upon the Building and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be deemed to be an imposition levied, assessed or imposed upon or with respect to the Building, to the extent that the same would be payable if the Building were the only property of the Landlord subject thereto, then, in that event, the Tenant shall pay to the Landlord the Tenant's Fraction of the same as and in the manner provided herein. If there are any taxes levied or assessed at any time on any item of rental payable hereunder, the Tenant further agrees to pay to the Landlord, as Additional Rental, the amount thereof.

If the Tenant shall not be then in default in the performance, fulfillment or observance of its obligations and liabilities set forth in this Lease at the expiration of the Term, all payments for which the Tenant is responsible as provided in this section 8, shall be prorated to the date of such expiration. The amount of any such payments which become due and payable after the expiration or sooner termination of the Term shall, on or prior to the date of such expiration or sooner termination, be deposited with the Landlord. If the Tenant shall not be

then so in default, the amount of any net refund, ~~abatement, deduction,~~ reduction or credit received by the Landlord attributable to any such payment ~~made~~ made by the Tenant shall be credited against future payments required by this Section 8, except that upon expiration of the Term any such excess shall be promptly refunded by the Landlord to the Tenant.

In the event that the Landlord or any party authorized by the Landlord shall contest, by appropriate proceedings, the amount or validity of any such tax, assessment, imposition or charge, the Tenant shall cooperate with the Landlord in the course thereof and shall execute any applications, appeals and other documents which may be required to enable the Landlord to maintain such proceedings, and there shall be appropriate adjustments by credits against future payments required by this Section 8, of all such taxes, assessments, impositions and charges to reflect any abatements, credits and refunds which may be received by the Landlord and to reflect the reasonable costs and expenses (including without limitation attorneys' and appraisal fees and expenses) of contesting the amount or validity of any such tax, assessment, imposition or charge.

The Tenant agrees to pay, on or before the respective due dates, all such taxes, charges, assessments or impositions levied, assessed or imposed at any time on the Tenant's fixtures, equipment, supplies, merchandise or other property in, on or about the Premises or Building.

The Tenant further agrees to pay, from time to time, within fifteen (15) days after demand, the Tenant's Fraction of the cost of all liability, property and other insurance placed by the Landlord with respect to the Building, (including but not limited to the insurance provided for in Section 17 of this Lease;) except that Tenant agrees to pay 100% of that portion of such premiums caused by the change in use of the Premises as the result of Tenant's occupancy, and not to place or maintain any insurance or any interest of the Tenant in said Premises as real estate without notice thereof to the Landlord, nor any such as will or may impair or affect the right of the Landlord to recover full insurance on the interest of the Landlord therefor.

9. INTENTIONALLY OMMITED

10. Acceptance of the Premises, "As-Is". The Tenant hereby acknowledges that it accepts the Premises "as-is" and that Tenant has had an opportunity to conduct all due inspections thereof, and that Landlord makes no representation or warranty as to the permissible uses or condition thereof.

11. The Tenant's Covenants: The Tenant hereby covenants with the Landlord that the Tenant until the expiration of the Term and such further time as the Tenant, or any other person or persons claiming through or under the Tenant that shall hold the Premises or any part thereof:

(a) will pay to the Landlord all Net Minimum Rental and Additional Rental at the times and in the manner herein set forth;

(b) will at all times maintain the Premises, including without limitation the demising walls, the glass and store front (including interior and exterior trim, sills and so called "exterior sign band") the floors and sub-floor therein, the heating, ventilating, air conditioning, plumbing,

sanitary sewage, electric, sprinkler and lighting systems and equipment (provided same serve only the Demised Premises) therein and all ~~base operating~~ doors, door frames and door openers in as good, clean and safe repair, order and condition as same were at the Rent Commencement Date or may be put in thereafter, reasonable wear and tear excepted, and will make all alterations improvements, restorations, repairs, replacements or renovations to the Premises required by any and all laws, rules, regulations or requirements of all public authorities or the fire insurance rating association having jurisdiction, all whether direct, indirect, consequential, interior, exterior, structural, non-structural, ordinary or extraordinary, all replacements to be of the same kind and quality as those which are replaced; provided, however, that the Tenant shall not be responsible for repairs made necessary by accidental fire or other insured unavoidable casualty or taking;

(c) will make all repairs (whether interior, exterior, structural, non-structural, ordinary or extraordinary) made necessary by the negligence or misuse of the Premises, the Common Areas or the fixtures therein or appurtenances thereto by the Tenant, its agents, employees, customers or invitees, or by any forcible entry, vandalism or malicious mischief not reimbursable by the Landlord's insurance;

(d) will, as of the Possession Date, pay all charges for light, heat, water, gas, electric current, trash removal and any other services or utilities provided to the Premises which are separately metered;

(e) will not assign this Lease or sublet to any person, firm or corporation the whole or any part of the Premises, or permit any person, firm or corporation other than the Tenant to use or occupy the whole or any part thereof without obtaining on each occasion the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, delayed or denied, but no such consent by the Landlord (i) shall be deemed to be a waiver or release of any of the provisions of this Section 11(e) or a consent or agreement to consent to any such assignment, subletting, or permission to use or occupy the Premises thereafter, (ii) shall relate to any other term or provision of this Lease, including, without limitation, the provisions of Section 6, or (iii) shall be deemed to permit any subdivision of the Premises or any use or occupancy of the Premises by more than one entity at any time; none of the foregoing shall release or discharge the Tenant from any obligations or liabilities set forth in this Lease, which obligations and liabilities shall continue to be direct and primary in any event; and any one or more sales, pledges or other transfers hereafter of an aggregate of forty-nine (49%) percent or more of the capital stock of any class of the Tenant or of any parent or any affiliate of the Tenant or any guarantor of any obligations or liabilities of the Tenant hereunder, or of the capital or income interest in the Tenant or any such guarantor shall, for all purposes, be deemed to be an assignment by the Tenant; (The joint and several liability of the Tenant and any immediate and remote successor in interest of Tenant, by assignment or otherwise, and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) any agreement which modifies any of the rights or obligations of the parties under this Lease, (b) stipulation which extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, (d) failure to enforce any of the obligations set forth in this Lease). It is understood that, no such consent will be considered if a replacement Tenant's use conflicts

with an existing tenant or whose ~~improvements are not~~ ^{improvements are not} at least equal to those of Tenant at the time of execution. Tenant shall reimburse ~~Landlord~~ ^{Landlord} promptly, as for Landlord's reasonable legal, professional, administrative, ~~and managerial~~ expenses related to any request by Tenant for any consent required under this provision.

(f) will not overload, injure or deface the Premises or the Building or permit any use of the Premises which shall increase any insurance rate or create a fire hazard or be unlawful, improper, noisy or offensive or which constitutes a nuisance or which is contrary to any law, rule, regulation or requirement of any public authority, or the fire insurance rating association having jurisdiction, or which is injurious to any person or property, or commit waste whether voluntary or involuntary, or carry on any trade or occupation or operate any instrument or equipment which emits an offensive odor or causes an offensive noise to be heard outside of the Premises, and will not install any equipment or machinery in excess of the designed load-carrying capacity or park trucks or delivery vehicles so as to obstruct the use of any driveways, walks or parking areas not intended for such parking;

(g) will keep the Premises open for business as a single, unsubdivided operation for not less than the period beginning not later than 10:00 AM each day and ending not earlier than 6:00 PM on that day, Monday-- Saturday in each week and, to the extent not prohibited by any applicable laws, rules, regulations or requirements of any public authorities having jurisdiction, for not less than the period beginning not later than 12 Noon on Sundays and ending not earlier than 5:00 PM on such day and during all such additional times as are customary for businesses of the type permitted to be conducted by the Tenant hereunder in the area in which the Building is located, and at all such times fully manned and in full operation, in good faith, as a first class high-grade operation, and with sufficient and competent personnel and with such material and supplies as are necessary for the proper operation of the Premises; and if the Tenant shall request the Landlord's consent to the opening of the Premises for business at any other times, and if the Landlord shall so consent, the Tenant shall pay any additional costs incurred in connection with the Tenant's conduct of the Premises for business during such additional hours; Notwithstanding same, if the Tenant's hours of operation are restricted by the special permit to be issued by the City of Brookline for Tenant's proposed use, then in such event, the Tenant's hours and days of operation shall be governed by said Special Permit.

(h) will not use any advertising media that might be objectionable to the Landlord or other occupants of the Building such as loud speakers, phonographs, flashing lights or other devices that might be heard or seen outside the Premises;

(i) will forthwith obtain and deliver to the Landlord and at all times thereafter maintain in full force and effect, (a) fire and lightning, extended coverage, special extended coverage, vandalism and malicious mischief and sprinkler leakage insurance on all of the leasehold improvements, fixtures, equipment, supplies and other property of the Tenant, and such portions of the Premises as are constructed by the Tenant, for not less than the full cost of repairing, replacing or rebuilding same without deduction or adjustment for depreciation, plate glass insurance covering loss or damage to all plate glass in the Premises; and (b) commercial general liability insurance (with completed operations and contractual liability

endorsements). ~~_____~~
naming the ~~Landlord~~ as an additional insured, and insuring against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from or occurring in the course of, or on or about, or otherwise relating to the use or condition of, the Premises and the sidewalks, if any, in front of the Premises. All such insurance to be for the protection and benefit of, and adjustable with, the Landlord, the Landlord's mortgagees and the Tenant, as their interests may appear, with insurers having current Alfred M. Best Company, Inc. ratings of A or better and financial size ratings of class XII or higher and satisfactory to the Landlord from time to time. The Tenant will annually and at least thirty (30) days prior to the expiration of any such insurance, furnish to the Landlord a complete list, statement and description of all such insurance, together with certificates from each insurance company issuing any thereof that same is in full force and effect, all premiums have been paid, and same will not be cancelled except upon ten (10) days prior notice to the Landlord by certified mail, return receipt requested. Such liability insurance to be so obtained and delivered prior to the Possession Date.

(j) will not do or permit to be done anything in or about the Premises which (i) shall make void or voidable any insurance carried by the Landlord or the Tenant which is required by any term or provision of the Lease or which relates to the Building in any manner or way, or (ii) shall increase or create extra premiums therefor and will pay the Landlord on demand, as Additional Rental, the amount of any such increase or extra premiums on insurance carried by the Landlord;

(k) will maintain and keep all windows, window frames and plate glass in the Premises at all times in good repair, order and condition;

(l) will always conduct its operations in the Premises under the Tenant's trade name set forth in Schedule A unless the Landlord shall otherwise consent;

(m) will not conduct any auction, fire, bankruptcy, going out of business or lost our lease sales in the Premises or any other sales in the Premises indicating "distress" unless the Landlord shall otherwise consent;

(n) will not use any sidewalks adjacent to the Premises for business purposes;

(o) will keep the display windows in the Premises electrically lighted during such periods as windows throughout a major portion of the Building are kept lighted, or as the Landlord may require from time to time;

(p) will cause all freight to be delivered and/or removed and all refuse to be removed only in the manner, at such times and through such entrances and exits as shall be designated by the Landlord from time to time, and never store or maintain any such freight or refuse outside of the Premises or in any container not approved by the Landlord;

(q) will use such pest extermination contractor as the Landlord may from time to time designate;

(r) will not burn any trash, garbage or refuse of any kind on the Premises or store or dispose of any of same in any manner other than as expressly directed by the Landlord from time to time;

(s) if Tenant is in default, which default has not been cured within the applicable notice and cure period it will, within ninety (90) days after the end of the Tenant's then fiscal year for accounting purposes, deliver to the Landlord a Balance Sheet and Statement of Profit and Loss covering the Tenant for such fiscal year certified by an independent certified public accountant. Said Balance Sheet and Profit and Loss statement shall not be required after the then fiscal year;

(t) will maintain or cause to be maintained the sidewalk in front of the Premises in good condition and repair; safe, clean and free of refuse, obstructions, ice and snow;

(u) will operate the ventilating, heating and air conditioning systems in the Premises to heat or cool the Premises, as the case may be, in a manner which, in the Landlord's judgment is comfortable for the invitees of the Building;

(v) will at all times maintain a service and maintenance contract on the heating, ventilating and air conditioning systems (HVAC) in the Premises with a contractor; and in form and substance reasonably satisfactory to the Landlord from time to time;

(w) will not solicit business or distribute handbills or other advertising media in the Common Areas;

(x) will pay, as Additional Rental, its pro-rata share of any trash charge incurred by Landlord for trash removal service in the Building provided by the Landlord;

(y) will pay, as Additional Rental, its pro-rata share with respect to any charges incurred by Landlord for maintenance and repair of the burglar, fire or smoke detector alarm systems;

(z) will not make any penetrations through the roof of the Premises without the prior consent of the Landlord; that such penetrations shall be made in such manner so as to comply with all requirements necessary to allow the Landlord to keep any roof guarantee in full force and effect; and will repair all damage to the roof caused by such penetration;

(aa) will at the expiration or sooner termination of the Term, leave the Premises, including, without limitation, all walls of the Premises, the ceiling of the Premises, the floor and sub-floor therein, and the interior of the Premises, including without limitation, the heating, ventilating, air conditioning, plumbing, sanitary sewage, electric, sprinkler and lighting systems and equipment therein, and all doors, door frames, door openers, windows, window frames and plate glass, in as good, clean and safe repair; order and condition as the same were on the Rent Commencement Date or may be put in thereafter, all replacements to be of the same kind and quality as what is replaced, subject to the proviso in clause (b) above, and provided that the Tenant shall not be responsible for repairs made necessary by reasonable wear and tear, but the Premises shall be left clean and tenantable, orderly and free

of occupants, in any event;

(bb) will obey and comply with all reasonable rules and regulations governing the use of the Building from time to time established by the Landlord;

(cc) will deliver to the Landlord copies of all applications for permits, licenses and the like in any way relating to the Premises, the Building or this Lease as soon as the same are prepared and in any event prior to filing the same with any governmental authority;

(dd) will not transport, use, handle, store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes in or about the Building. If the transportation, storage, use or disposal thereof anywhere in or about the Building by Tenant or anyone claiming under Tenant results in (1) contamination of the soil, surface, improvements and/or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to contain and clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from, or connected with any such contamination, claim of contamination, loss or damage, including without limitation the cost of testing in order to confirm the presence, containment and/or removal of such oil, materials or waste. This provision shall survive the termination of this Lease. No consent or approval of Landlord shall in any way be construed as imposing on Landlord any liability for the means, methods or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing; and

(e) will remove from the Premises within seven (7) days after the expiration or sooner termination of this Lease all trade fixtures, equipment, signs, merchandise, supplies and other property of the Tenant, and shall, at its sole cost and expense, repair any damage cause by such removal. Upon such expiration or termination, the Landlord may, in addition to all other rights and remedies, without being guilty of any trespass, tort or breach of contract, remove from the Premises any and all trade fixtures, equipment, signs, merchandise, supplies and other property of the Tenant not removed by the Tenant as provided in the immediately preceding sentence, and either store same for the account of the Tenant at its expense, without obligation or liability on account of any theft, loss, damage or monetary shortage, or deem same to be abandoned and subject to use, sale or other disposition without obligation or liability to account to the Tenant for the proceeds thereof. Notwithstanding the expiration or sooner termination of the Term, the Tenant shall continue to be responsible for, and shall pay to the Landlord all costs incurred by the Landlord in connection with any such removal, storage, sale or other disposition.

12. The Tenant's Construction. Promptly after the Possession Date, Tenant shall submit, for Landlord's approval (such approval not to be unreasonably withheld, denied, delayed or conditioned), plans and specifications for any improvements, alterations and equipment, desired to be done by Tenant. Immediately upon receipt of Landlord's approval, the Tenant shall obtain a bid or bids for the alterations and improvements, and contract to do all of the Tenant's required work, and equip the Premises with all equipment, fixtures and supplies

necessary for the operation of Tenant's business in the Premises and shall open for business as soon thereafter as reasonably possible. The Tenant agrees that all plans and specifications for all such work, equipment and preparation and all alterations, improvements, restorations, repairs and renovations which the Tenant may make pursuant to any term or provision of this Lease will be done by the Tenant or its agents, contractors or employees in a good and workmanlike manner, free from defects in design, construction, workmanship or materials in accordance with all laws, rules, regulations and requirements of governmental authorities and the fire insurance rating association having jurisdiction. Prior to commencing the construction of Tenant's work, Tenant shall furnish, or cause to be furnished to Landlord a certificate of insurance, [REDACTED], from the Tenant's general contractor, naming the Landlord and Tenant as an additional insured. All such alterations and additions which are attached to the Premises, shall become the property of the Landlord upon being made and shall not be removed upon termination of this Lease unless required or permitted elsewhere in this Lease.

13. No Alterations or Improvements. The Tenant will make no alterations, additions or improvements to the Premises without, on each occasion first obtaining the prior written consent of the Landlord which consent shall not be unreasonably withheld, denied, delayed or conditioned. Notwithstanding any such consent by the Landlord, the Tenant will restore the Premises to their former condition following any such alterations, improvements or additions at the expiration or sooner termination of the Term unless the Landlord by written notice to the Tenant at the time of such consent or at any time prior to such expiration or termination shall waive its rights to such restoration, in which event the Tenant shall have no right so to restore the Premises.

14. The Tenant's Signs. The Tenant will not, without the Landlord's prior consent, not to be unreasonably withheld, conditioned, delayed or denied, and conforming to applicable governmental rules and regulations, maintain or permit anyone else to maintain, any interior or exterior sign, placard, lettering, advertising media, shade, awning or other projection from the Premises, any aerial, antenna, flagpole, signpost, equipment, fixture or the like anywhere in or on the Building, decorations or painting or any fences outside of the Premises. The Tenant shall not, in any event maintain any sign, placard, lettering or advertising media in violation of the Landlord's established sign standards from time to time.

15. Sole Risk and Hazard. All fixtures, equipment, signs, merchandise, supplies and other property on or about the Premises shall be at the Tenant's sole risk and hazard, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by use or abuse of water, or by leaking or bursting of water pipes, or in any way or manner, including, without limitation the acts or omissions of any other occupant of any portion of the Building, no part of said loss or damage is to be charged to or borne by the Landlord in any case whatsoever, except only to the extent caused by the Landlord's negligence or willful default and except to the extent that the same are covered by applicable insurance otherwise in effect with respect to the Landlord's interest in the Premises and, except to such extent, the Tenant agrees to exonerate and indemnify the Landlord from and against any and all claims, suits, obligations, liabilities and damages, including attorney's fees, based upon or arising out of any of the foregoing. In no event shall the Landlord be responsible for any indirect or consequential damages arising out of any such destruction or damage including, without



limitation, any such indirect or consequential damages due to the Tenant's inability to remain open for business in the Premises.

16. Fire, Casualty, Taking. If the Demised Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable or unusable by Tenant for its intended purposes, Landlord shall within one hundred and twenty (120) days of such event, at its own expense, cause such damage to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenable or unusable by Tenant for its intended purposes. If by reason of such occurrence the Demised Premises shall be rendered untenable or unusable by Tenant for its intended purposes Landlord shall, within one hundred and eighty (180) days of such event, at its own expense, cause such damage to be repaired and the rent meanwhile shall be abated in whole. Should Landlord's work not be completed within the applicable one hundred twenty (120) days or one hundred eighty (180) days after such occurrence, Tenant shall have the right to terminate this Lease Agreement by written notice to Landlord.

If the whole of the Demised Premises or such part thereof as shall render the Demised Premises materially unsuitable for Tenant's purpose shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, in that event, the term of this Lease Agreement shall cease and terminate as of the date of such taking. Any award for the land and buildings of which the Demised Premises are a part, shall be the property of Landlord. Tenant, however, shall be entitled to claim, prove and received in the condemnation proceeding such awards as may be allowed specifically to Tenant for its leasehold interest, including but not limited to loss of goodwill, loss of trade fixtures and equipment, moving and relocation expenses. If the Lease is not terminated, the Rent reserved for the remainder of the Term shall be reduced in proportion to the portion of the Premises taken, condemned or sold, having due regard to the nature and extent of the injury caused thereby to the Premises and to Tenant's use thereof, and such reduction in Rent shall be without prejudice to any rights and claims which Tenant may otherwise have on account of such taking or condemnation or sale. Landlord shall within one hundred twenty (120) days of such taking repair the Premises to a condition suitable for Tenant's intended use thereof.

If the Premises or the Building or any part thereof shall be taken by eminent domain, all damages from such taking other than those which are set forth above, shall vest in the Landlord and the Tenant covenants and agrees to execute such assignments or other documents and to take any steps which may be necessary to vest such damages in the Landlord, the Tenant hereby irrevocably appointing the Landlord as its agent and attorney-in-fact to execute and deliver any such assignments and documents which the Landlord deems necessary or appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest. Should the Tenant be deprived of the use of the Premises due to said fire, casualty or taking, then the rental payable hereunder shall be decreased in proportion to the square footage for the period of time such use is lost.

17. The Landlord's Insurance. The Landlord will, upon the commencement of the Term obtain and thereafter maintain in full force and effect (or cause to be so obtained and maintained), (a) fire and lightning and extended coverage insurance with special extended coverage endorsements on such portions of the Building as the Tenant is not required to insure pursuant to Section 11(i) for not less than the replacement value of such portions without deduction or adjustment for depreciation, except that an 80% or 90% co-insurance clause and an appropriate deductible clause shall be permitted, and (b) such other insurance on the Premises and the Building, against such insurable hazards, and such additional limits and amounts on all such insurance as are from time to time commonly obtained by owners of property similar to the Building or are required by the holder of any mortgage on any portion of the Building, or the Landlord shall otherwise deem appropriate, including without limitation rent insurance and war risk insurance. Such insurance shall be with insurance companies qualified to do business in the Commonwealth of Massachusetts; it being understood, however, that any such insurance may be blanket with other insurance maintained by the Landlord or the Landlord's affiliates.

18. Default by the Tenant. In the event of or that (a) any failure by the Tenant to pay any item of rental (whether the Net Minimum Rental or any item of Additional Rental) continuing for seven (7) days after notice sent by certified mail, return receipt requested, from the Landlord specifying such failure, or (b) any failure by the Tenant to perform, fulfill or observe any other representation, warranty or agreement by the Tenant set forth herein, continuing for thirty (30) days after written notice from the Landlord specifying such failure, without its being waived or its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, or (c) the leasehold estate created hereby shall be taken on execution, or by other process of law, or (d) the Tenant or any guarantor of the Tenant shall commit any act which shall permit the entry of an order for relief under the Bankruptcy Reform Act of 1978, as amended (or any successor thereto) or be declared bankrupt or insolvent according to law, and the same is not dismissed within ninety (90) days, or (e) any petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or other relief shall be filed by or against the Tenant or any guarantor of the Tenant; or (f) any assignment, trust, mortgage or other transfer in trust or otherwise shall be made for the benefit of Tenant's or any guarantor's creditors, or (g) any sale, lease or other transfer shall be made of all or a substantial part of the property of the Tenant or any such guarantor, or (h) the Tenant or any such guarantor shall make or offer a composition of the Tenant's or guarantor's debts, as the case may be, with its creditors, or (i) a receiver, trustee or similar officer or creditor's committee shall be appointed to take charge of any property of or to operate or wind up the affairs of the Tenant or such guarantor and such appointment is not revoked within ninety (90) days, or (j) the Tenant shall vacate or abandon the Premises, then, in any of said cases (notwithstanding any license of any former breach of covenant or condition or waiver of the benefit hereto, or consent in a former instance) the Landlord or the Landlord's agents may lawfully immediately, or at any time thereafter, and without further demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate and expel the Tenant and those claiming by, through or under the Tenant and remove the Tenant's or their effects (in any of said cases 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 rental or preceding breach of covenant or condition, and upon entry as aforesaid this Lease shall terminate, or the Landlord may terminate this Lease by notice to the Tenant, the

Tenant in any event waiving all statutory rights of redemption, and the Tenant covenants with the Landlord that in case of such termination, or in case of termination under statute for default of the Tenant, the Tenant will at the election of the Landlord (which election may be made or changed at any time or from time to time before the settlement) either; (a) pay, as liquidated damages for so much of the unexpired Term as is covered thereby, and at the same times and in the same installments as are specified in this Lease, sums equal to the rental and other payments herein named or, if the Premises shall have been relet, sums equal to the excess of the rental and other payments last mentioned over the net sums actually received by the Landlord for the period to which the rental and other payments last mentioned relate; or (b) pay, as liquidated damages for the then unexpired Term, a sum which at the time of such termination or at the time to which installments of liquidated damages shall have been paid represents the excess of the rental and other payments herein named over the then rental value of the Premises for the residue of the Term; each of the foregoing two (2) alternatives being separable. The rental and other payments named herein shall be deemed to be the Net Minimum Rental plus all items of Additional Rental herein named.

In addition to the foregoing, the Tenant agrees to pay to the Landlord on demand all reasonable expenses incurred by the Landlord in order to (a) obtain possession of the Premises, (b) make such alterations, improvements, repairs, replacements, renovation and restoration as the Landlord deems necessary or advisable to put the Premises in good and rentable repair, order and condition, and (c) relet the Premises including, without limitation, the fees of attorneys, brokers, engineers and architects. Landlord shall use reasonable efforts to re-let the Demised Premises in order to mitigate its damages and all forms of payment received by Landlord from the substitute Tenant shall be deducted from the Landlord's damages as set forth above.

In the event that any failure by the Tenant to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by the Tenant continues for thirty (30) days which failure has not been cured within the applicable notice and cure period, or, in situations involving potential danger to the health or safety of persons in, on or about the Premises or a further material deterioration of, or damage to, the Premises, after notice specifying such failure without its being waived, its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, the Landlord may at its election perform, fulfill or observe such agreement for and on behalf of the Tenant, and any amount which the Landlord shall expend for such purpose, or which shall otherwise be due by the Tenant to the Landlord hereunder or otherwise, shall be deemed to be additional rent and shall be paid to the Landlord on demand, together with interest thereon at the Lease Interest Rate, from the date of expenditure or the date the same shall have become due to the date of payment thereof in full.

In addition to all of the rights and remedies of the Landlord set forth in this Lease, if the Tenant shall fail to pay any item of rent due hereunder (whether denominated as Net Minimum Rental, Additional Rental or otherwise) within seven (7) days after the same shall have become due and payable, then and in such event the Tenant shall also pay to the Landlord a late payment service charge (in order to partially defray the Landlord's administrative and other overhead expenses) equal to the greater of one hundred (100) dollars or one half (.50) percent of such unpaid sum per day for each day or part thereof after the due date thereof during which such payment shall not have been received by the Landlord, but in

no event in excess of any maximum interest rate (if such sum shall be denominated as interest by any court of competent jurisdiction) permissible under applicable law, it being understood that nothing herein shall be deemed to extend the due date for payment of any sums required to be paid by the Tenant hereunder or to relieve the Tenant of its obligation to pay such sums at the time or times required by this Lease.

Whenever in this Lease provision is made that either party shall have the right to terminate this Lease, then, unless in said provision it is expressly provided otherwise, neither party shall thereafter have any claim against the other under this Lease or on account of the termination thereof except that the Landlord shall have a claim against the Tenant for any item of rental then due and outstanding hereunder (whether denominated as Net Minimum Rental, Additional Rental or otherwise).

Anything in this Lease to the contrary notwithstanding, in no event shall Tenant be in default under this Lease unless the applicable notice shall have been given and the applicable grace periods provided for in this Lease for such default shall have expired and such default shall not have been cured. Wherever used in this Lease, the term "default" shall mean a default remaining uncured after notice and the expiration of grace periods, if any, provided for in this Lease.

19. Indemnity. The Tenant will exonerate and indemnify the Landlord and the Landlord's mortgagees against all claims, suits, obligations, liabilities and damages, including attorney's fees, arising out of any failure by the Tenant to perform, fulfill or observe any obligation or liability of the Tenant set forth in this Lease, or any breach by the Tenant of any representation or warranty made in connection with this Lease, or any negligent act or omission by the Tenant, or any condition of any kind, class or description, however and whenever caused or occurring, in any portion of or in the vicinity of, the Premises which the Tenant is obligated to maintain or repair, or any occurrence in, upon or at the Premises, or any occurrence occasioned by the Tenant's use and occupancy of the Premises, whether occurring in the common areas or otherwise. The Tenant will pay all costs, expenses and attorney's fees that may be incurred or paid by the Landlord for any costs with respect to the enforcement of the Landlord's rights and remedies hereunder.

20. No-Broker. The Tenant represents and warrants that it has not contacted any real estate broker in connection with this Lease other than Conviser Property Group who shall be paid by Landlord in accordance with a separate written agreement, and was not directed to the Landlord as a result of any services or facilities of any other real estate broker. The Tenant agrees to defend, indemnify and hold the Landlord harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against Landlord by any other real estate broker which was contacted by Tenant.

21. Subsidiaries or Affiliates of the Landlord. The Tenant will not claim or attempt to enforce any right or remedy against any one or more of the employees, agents, officers, directors, parents, subsidiaries or affiliates of the Landlord arising out of or in any way based upon this Lease or any act or omission by the Landlord with respect to this Lease or all or any portion of the Premises or the Building, except to the extent expressly permitted by any written instrument signed by any one or more of the foregoing.

22. Notices of Default to the Landlord. In no event will the Landlord be deemed to be in default because of any failure by the Landlord to perform, fulfill or observe any covenant or agreement set forth herein or because of any breach of any warranty by the Landlord set forth herein for thirty (30) days after notice to the Landlord specifying such failure or breach without its being waived or its effect cured, or the cure thereof commenced and diligently prosecuted thereafter.

23. Subordination. The Tenant will on request at any time or from time to time by any holder of a mortgage (leasehold or otherwise) on all or any portion of the Building subordinate this Lease and all of the Tenant's rights and estate hereunder to such mortgage and to any renewals, extensions, substitutions, refinancings, modifications or amendments thereof or declare this Lease to be prior to such mortgage and to any renewals, extensions, substitutions, refinancings, modifications or amendments thereof, and agree with such holder that the Tenant will attorn thereto in the event of foreclosure and that the Tenant will not without the consent of such holder amend this Lease or prepay any rental hereunder. The provisions of the immediately preceding sentence shall survive the termination of the Term, (or the Extended Term, if any). Landlord warrants and represents to Tenant that, at the time this lease is executed by the parties, there is no outstanding mortgage on the Building of which the Demised Premises is a part. Tenant agrees that the lien of this Lease shall be subordinate to any future deed of trust, mortgage, or other security instrument, or any ground lease, master lease, or any other matter of record (and to any modifications, amendments, refinancing, or replacements thereof) (collectively, a "Mortgage" and the holder of any such Mortgage is referred to herein as the "Mortgagee") provided that such Mortgagee shall provide Tenant with an agreement, which shall be recordable, assuring Tenant's right to possession of the Premises and other rights granted under this Lease in accordance with the terms and condition hereof.

24. No Liens. The Tenant will forthwith cause any mechanics', materialmen's or other liens which may be recorded or perfected or which may otherwise attach to all or any portion of the Building, or to the Landlord's interest therein, as a result of work done by or for the Tenant to be discharged or released of record or fully bonded by a surety satisfactory to the Landlord.

25. Entry and Inspection by the Landlord. The Landlord and its agents shall have the right to enter into and upon the Premises or any part thereof at all reasonable times upon reasonable notice except in case of emergency to examine the same and make any repairs or alterations the Landlord is expressly required hereunder or desires to make thereto. The Tenant shall permit inspection of the Premises at reasonable hours and intervals by prospective purchasers or mortgagees and, during the last year of the Term (or the Extended Term, if any), the Tenant shall permit inspection of the Premises at all reasonable times, upon reasonable notice, by prospective Tenants and shall permit the usual "to Let" or "For Sale" signs to be placed on the Premises. Except in case of an emergency, Landlord shall have such access rights subject to Landlord providing Tenant with a 24 hour notice and is accompanied by an agent of the Tenant (except for emergency repairs).

26. Notice to Mortgagee. Upon receipt of a request by the Landlord or any holder of a mortgage (leasehold or otherwise) on all or any part of the Premises, the Tenant will thereafter

send to any such holder copies of all notices of default or termination or both given by the Tenant to the Landlord in accordance with any provision of this Lease. In the event of any failure by the Landlord to perform, fulfill or observe any agreement by the Landlord herein or any breach by the Landlord of any representation or warranty of the Landlord herein, any such holder may at its election cure such failure or breach for and on behalf of the Landlord and such cure shall, as to the Tenant, be deemed to be performance, fulfillment or observance by the Landlord hereunder. The provisions of this Section shall apply to any successor in interest of such holder.

27. Memorandum of Lease. Neither party will record this Lease, but each party will on demand by the other party execute an appropriate memorandum or notice of this Lease in form and substance reasonably satisfactory to the Landlord, and either party may record same at its expense. Promptly following the Rent Commencement Date, the parties will execute a document in recordable form setting forth the commencement and expiration dates of the Term. In addition, promptly following any termination of the Term prior to the expiration date of the Term specified herein, for any reason whatsoever, the Tenant will promptly execute and deliver to the Landlord a document in recordable form and satisfactory in form and substance to the Landlord setting forth the date of termination of the Term, the Tenant hereby irrevocably appointing the Landlord as its agent and attorney-in-fact to execute and deliver any such document which the Landlord deems necessary and appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest. The provisions of the immediately preceding sentence shall survive the termination of the Term.

28. Waiver of Subrogation. To the extent available under standard policies of insurance without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost, each party hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party for any loss or damage to property arising out of fire or casualty, and each party agrees that all insurance policies relating to the premises will contain waivers by the insurer of such liability, recovery, subrogation and suit. If extra cost is chargeable therefor, each party shall advise the other party of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so.

29. Repairs by the Landlord. Except to the extent that the same shall be the responsibility of the Tenant pursuant to any other term or provision of this Lease, the Landlord agrees to maintain and repair the roof and all structural portions of the Premises and the foundations thereof including the exterior shell of the Building and those portions of the electrical, plumbing, sprinkler and mechanical systems located outside of the Demised Premises including underground utilities/plumbing, but not including, however, any walls (including, without limitation, the demising walls and the so-called glass or store front), the floor, sub-floor and all utilities therein. In no event shall the Landlord be responsible for indirect or consequential damage to any portion of the Premises that the Landlord is not required by this Section to maintain and repair.

30. Estoppel Letter. The Tenant will from time to time within fifteen (15) days after request therefor by the Landlord, deliver to the Landlord or any actual or prospective purchaser or holder of a mortgage (leasehold or otherwise) on all or any part of the Premises a written

statement certifying whether or not this Lease is in full force and effect and stating (a) the last date to which the rental and other payments have been made, (b) the amendments, if any, to this Lease, (c) the Tenant has accepted possession of the Premises, (d) all improvements required under this Lease to be made by the Landlord have been completed to the satisfaction of the Tenant (if such be the case), (e) no rent has been paid more than thirty (30) days in advance of its due date thereof, (f) the Tenant has no defenses, offsets or counterclaims against its obligation to pay all sums due from it under this Lease (if such be the case), (g) whether or not the Landlord is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to the Tenant for the payment of money, and (h) if so, each default or indebtedness. The Tenant hereby irrevocably appoints the Landlord as its agent and attorney-in-fact to execute and deliver any such statement, such appointment being coupled with an interest, in the event that within such fifteen (15) day period, the Tenant shall fail to deliver such statement to the Landlord or any such actual or prospective purchaser or holder.

31. Collateral Assignment of Lease. With respect to any assignment by the Landlord of the Landlord's interest in this Lease or the rental and other payments payable hereunder, conditional in nature or otherwise, which assignment is made to holder of a mortgage on the Landlord's estate (leasehold or otherwise), the Tenant agrees:

(a) that the execution thereof by the Landlord and the acceptance thereof by the holder of such mortgage shall never be deemed an assumption by such holder of any of the obligations of the Landlord hereunder, unless such holder shall, by notice sent to the Tenant, expressly otherwise elect; and

(b) that, except as aforesaid, such holder shall be treated as having assumed the Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

32. No Liability. Anything else in this Lease to the contrary notwithstanding, the Tenant shall look solely to the estate and property of the Landlord in the Building for the satisfaction of any claim for the payment of money by the Landlord by reason of any default or breach by the Landlord of any of the terms and provisions of this Lease to be performed, fulfilled or observed by the Landlord, and no other assets or property of the Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Tenant's remedies for any such default or breach.

33. The Landlord while an Owner. As used herein, "Landlord" shall mean the owner from time to time of the Landlord's estate and property in the Building and if such estate and property be sold and transferred, the seller or transferor shall thereupon be relieved of all obligations hereunder thereafter arising or occurring, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities hereunder thereafter arising or occurring or based on occurrences or situations thereafter arising or occurring subject in any event to the provisions of Section 32.

34. Modifications Required by the Mortgagee. In the event that prior to the Rent Commencement Date any actual or proposed holder of a mortgage (leasehold or otherwise) on

the Premises or the Building shall demand that this Lease be modified or amended in any respect (except for those provisions relating to the Rental, Term or the size or location of the Premises), and provided said modification or amendment is satisfactory to Tenant, which satisfaction shall not be unreasonably denied or conditioned.

35. Security Deposit. Upon execution of this Lease, the Tenant shall give to the Landlord the Security Deposit Amount set forth in Schedule A, if any, as security for the full, faithful and punctual performance, fulfillment and observance by the Tenant of any and all covenants, agreements, warranties, conditions, terms and provisions of this Lease to be performed, fulfilled or observed by the Tenant thereunder. It is expressly covenanted and agreed between the Landlord and the Tenant that (a) the Security Deposit Amount is not a measure of the damages that the Landlord might suffer or a limit upon the damages the Landlord may recover in the event of any failure or breach by the Tenant with respect to any or all of said covenants, agreements, warranties, conditions, terms or provisions; (b) in the event of each and every such failure or breach by the Tenant, which breach has not been cured within the applicable notice and cure period, the Landlord may at the Landlord's option at any time and from time to time apply any part or the whole of the Security Deposit Amount to exonerate, indemnify or save harmless the Landlord from any loss, cost, damage, liability or expense, including reasonable attorney's fees, that the Landlord may have suffered, sustained or become obligated to pay or may suffer, sustain or become obligated to pay because of such failure or breach by the Tenant; the Landlord shall in no way be precluded by such application from any of the remedies at law or in equity otherwise available to the Landlord, or from recovering at any time the full total amount of the Landlord's actual loss, cost, damage, liability and expense, including reasonable attorney's fees, less the amount of any such application or applications of the Security Deposit Amount; no such application of the Security Deposit Amount by the Landlord shall in any way excuse the Tenant from, and from continuing, the full, faithful and punctual performance, fulfillment and observance of any and all of said covenants, agreements, warranties, conditions, terms and provisions, and within thirty (30) days after the receipt of a demand therefor, The Tenant will pay to the Landlord a sum to be added to the Security Deposit Amount equal to that so applied by the Landlord hereunder; (c) in the event of the termination prior to expiration of this Lease, without any prior such failure or breach at any time by Tenant, then on the date of such earlier termination, and otherwise at the expiration of the Term provided in this Lease, and not earlier in either case; within 30 days from said termination or expiration of the Term, the remainder of the Security Deposit Amount, after deducting all sums which the Landlord has applied or is or may be entitled to apply under clause (b) of this Section 35 or in satisfaction of any claim or judgment which the Landlord may then have against the Tenant, shall be returned by the Landlord to the Tenant; (d) the Landlord shall transfer the Security Deposit Amount to any grantee or grantees to whom the Landlord may convey the Premises, to be held by such grantee or grantees for the return of the Security Deposit Amount, and the Tenant thereafter shall look only to such grantee or grantees for the return of the Security Deposit Amount; and (e) the Security Deposit Amount shall not be mortgaged, assigned, transferred or encumbered by the Tenant without the prior written consent of the Landlord, and any such mortgage, assignment, transfer or encumbrance shall be without force or effect and shall not be binding upon the Landlord in any event. The Landlord shall have the right to commingle the Security Deposit Amount with other funds of the Landlord if and to the extent permitted by law.

36. Delays. Whenever in this Lease the Landlord or Tenant is required to perform, fulfill or observe any representation, warranty or agreement set forth herein, delays caused by or resulting from act of God, war, fire, casualty, eminent domain, strike, shortage of labor or materials or other cause beyond the Landlord's or Tenant's reasonable control shall not be considered in determining the time when such performance, fulfillment or observance must be completed.

37. Accord and Satisfaction. The Tenant agrees that acceptance by the Landlord of any partial payment of any item of rental due hereunder (whether denominated as Net Minimum Rental, Additional Rental or otherwise) shall not constitute an accord and satisfaction by the Landlord of any of the Tenant's obligations hereunder, and that the Landlord shall be entitled to collect from the Tenant the balance of any such item of rental remaining due.

38. Miscellaneous. All terms and provisions of this Lease shall be independent and shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties, except as otherwise expressly provided herein. Every term and provision of this Lease shall be deemed of the essence and every breach thereof material to the parties. All representations, warranties and agreements of the parties in this Lease shall be deemed special, unique and extraordinary; any breach of any provision thereof by a party shall be deemed to cause the non-breaching party irreparable injury not properly compensable by damages in an action at law, and the rights and remedies of the parties hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. All rights and remedies of each party shall be cumulative and not alternative, in addition to and not exclusive of any other right or remedy to which such party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein except as otherwise expressly provided herein; the rights and remedies of each party shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient; any option or election to enforce any such right or remedy may be exercised or changed at any time or from time to time. This Lease sets forth the entire agreement of the parties, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the promise or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment or change of any term or provision set forth herein, including this Clause, unless set forth in a written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

39. INTENTIONALLY OMITTED

40. Notice. All notices and other communications (including, without limitation, designations, advice, consents, approvals, directions, statements, requests and demands) shall be in writing and shall be deemed given and delivered when mailed, by an overnight-mail service or by registered or certified mail, postage and registration or certification charges prepaid, addressed in the case of the Landlord, to the Landlord at the Landlord's address set forth in Schedule A, and in the case of the Tenant, to the Tenant at the Tenant's address set forth in Schedule A, and at the Premises, except that either party may by written notice to the

other designate another address which shall thereupon become the effective address of such party for the purposes of this section.

41. Local Law. This Lease shall be construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts.

42. Headings. Any cover page preceding this Lease and the captions to the various Sections of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

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

44. Option Period and Option Period Payments. Landlord acknowledges that Tenant's obligations hereunder are conditioned upon Tenant receiving all final State and local permits and approvals (after the expiration of all applicable appeals periods) including an executed Host Community Agreement with the town of Brookline, which approvals contain terms, conditions and restrictions acceptable to Tenant in Tenant's sole discretion and the issuance of a Building Permit for the construction of Tenants proposed improvements necessary to buildout in the Premises, open and operate a Licensed Marijuana Retail Establishment specific to adult use as defined by M.G.L.A. Chapter 94G and 935 CMR 500 (the "Permits") which Tenant agrees to forthwith apply for and diligently pursue. Commencing on the date of the full execution of this Lease and continuing on the 91st and 182nd day thereafter Tenant shall make three non-refundable payments to Landlord, the first two of which shall each be in the amount of [REDACTED] and the third of which shall be in the amount of [REDACTED] ("Option Period Payments"). In the event that Tenant is unable, after the application of all due diligence, to obtain the Permits within ten (10) months following the full execution of this Lease (the "Option Period") then Tenant shall have the option to terminate this Lease by written notice to Landlord delivered to Landlord not later than two (2) business days following the expiration of the Option Period, in which case this Lease shall become null and void and without recourse to either party. In the event that Tenant fails to exercise its option to terminate this Lease as provided for in this Section 44, none of the Option Period Payments shall be credited against Net Minimum Rental as provided for in Schedule A (i). Tenant shall have the further option, exercisable by written Notice to Landlord delivered not later than the last day of the tenth (10th) full month following the full execution of this Lease, to extend the Option Period for up to an additional twelve (12) months, which Notice shall include the length of such extension selected by Tenant, in which event the Option Period Payments shall be increased to the amount of the Net Minimum Rental set forth in Schedule A (i) for Lease year 1.

Notwithstanding anything in this Lease to the contrary, and provided that Tenant has then made all of the Option Period Payments which had by then become due and payable, Tenant may deliver to Landlord a notice to terminate this Lease as of a date specified in said notice, which date may not be less than five (5) days after the date of the notice, if Tenant, in its reasonable

discretion, believes that it is no longer feasible to continue the permitting/approval process. Upon the provision of a such a notice of termination, this Lease shall terminate and be of no further force and effect at the end of such five (5) day period without the necessity of any further action by the parties hereto.

45. Option to Extend. There is an option to extend this Lease for three (3) five (5) year terms, as set forth below:

(a) Notice of intention to extend for each Extended Term shall be given by Tenant to Landlord in writing, at least nine (9) months prior to the expiration of the prior term. At the time of such notice and at the date such Extended Term commences, Tenant shall not be in default beyond any applicable cure period in the performance of any of the terms, covenants and conditions of this Lease;

(b) Tenant shall not have been in default in the payment of Net Minimum Rental or Additional Rental under this Lease more frequently than twice in each Lease Year; and

(c) Each Extended Term shall be subject to all terms, covenants and conditions of this Lease except that Net Minimum Rental shall be as shown in Schedule A.

46. Rent Commencement. Upon the Possession Date, all of the terms and conditions of this Lease shall be in full force and effect. The Tenant shall have no obligation to pay any item of Net Minimum Rental or Additional Rental until the Possession Date.

47. Quiet Possession. The Landlord hereby covenants and agrees that the Tenant shall and may have quiet possession and enjoyment of the Premises for the term of this Lease Agreement and any extension or renewal thereof and Tenant's quiet enjoyment of the premises shall not be disturbed by any act of the Landlord or of its agents.

48. Mutual Termination Right. Only upon the initiation of any Federal enforcement investigation or action involving Tenant, Tenant's affiliates or Tenant's use of the Premises as a result solely of operating as a LMRE, which will imminently lead to Tenant's inability to use the Premises as a LMRE, or the imposition of material penalties or fines that as a practical matter make continuation of said business impossible as a result of such use, then either party may terminate this Lease by providing not less than thirty (30) days' notice to the other, and thereupon, this Lease shall terminate and be of no further force and effect upon such date. Said termination date shall be deemed the Expiration Date hereunder. Notwithstanding the foregoing, Tenant shall immediately vacate the Premises and remove all of Tenant's personal property and shall be responsible for payment of any Rent and pro rata share of Additional rent-up to and including the date on which Tenant vacates as required herein.

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WITNESS the execution hereof under seal the day and ~~year~~ first above written.

LANDLORD:

Webster Trust

By: 
Name: Walter Abrams
Title: Trustee

TENANT:

SM Beacon, LLC

By: 
Name: James Alex
Title: Manager

8/13/18

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- (a) Landlord: Webster Trust
- (b) Tenant: SM Beacon, LLC
- (c) Building: The building located at 1351 Beacon Street, Brookline, MA.
- (d) Premises: The commercial space located in the Building, containing approximately 4,750 square feet of first floor space, plus approximately 4,087 square feet of basement space below, as presently configured and as previously occupied by Pier 1, together with all property rights and improvements that run with the Premises along with direct and reasonably unencumbered ingress and egress to and from Beacon Street as currently used and enjoyed.
- (e) Term: The period beginning with the Rent Commencement Date and ending on the last day of the twelfth (12th) month of the tenth (10th) Lease Year.
- (f) Possession Date: The date the Tenant receives the Permits as described in Section 44 above.
- (g) Rent Commencement Date: The Possession Date.
- (h) Lease Year: The first Lease Year shall consist of that period, beginning on the Rent Commencement Date and ending at midnight of the last day of the twelfth full month after the Rent Commencement Date and shall include the partial month, if any, from the Rent Commencement Date to the first day of the following month. Subsequent Lease Years shall begin on the first day of the month following the end of the previous Lease Year and ending on the last day of the following twelfth (12th) month.
- (i) Net Minimum Rental: Net Minimum Rental as set forth below shall be payable in the monthly portions indicated on the same line for the Lease Year indicated on such line:

<u>Lease Year</u>	<u>Net Minimum Rental</u>	<u>Monthly Portion</u>
1 (partial month, if any)	Proportionate part of [REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]

10

[REDACTED]

[REDACTED]

First Extended Term (if any)

11
12
13
14
15

[REDACTED]

[REDACTED]

Second Extended Term (if any)

16
17
18
19
20

[REDACTED]

[REDACTED]

Third Extended Term (if any)

21
22
23
24
25

[REDACTED]

[REDACTED]

- (j) Lease Interest Rate: The lesser of (i) eight (8%) percent per annum, or (ii) the maximum rate permissible under applicable law.
- (k) Permitted Use: a Licensed Marijuana Retail Establishment specific to adult use as defined by M.G.L.A. Chapter 94G and 935 CMR 500 in the Commonwealth of Massachusetts "Regulation of the sale and distribution of marijuana not medically prescribed" (a marijuana retailer) or any other type of licensed marijuana related business within the subject Property, as each may be modified or amended from time to time with respect to the retail sale of cannabis plants, and related sale of paraphernalia, and storage of cannabis products for transport elsewhere by permit, as well as ancillary office use in connection therewith.
- (l) Tenant's Fraction: For real estate taxes etc. as set forth in the first eight paragraphs of Section 8 above, 39.58% of the real estate taxes levied on the commercial portion of the buildings known and numbered as 1351-1363 Beacon Street, Brookline, MA. As for insurance as set forth in the ninth and last paragraph of Section 8 above, 63.25% of the premiums paid by landlord on the commercial portion of the building known and numbered as 1353 Beacon Street, Brookline, MA 1353

- (m) ~~Tenant's Trade Name~~: Sanctuary Medicinals, Inc.
- (n) Security Deposit [REDACTED] payable in cash or by Irrevocable Standby Letter of Credit issued by a recognized banking institution licensed to do business in the Commonwealth of Massachusetts and reasonably acceptable to Landlord, [REDACTED] of which shall be paid upon the full execution of this Lease and the remainder paid upon the Rent Commencement Date.
- (o) Landlord's Address: c/o Salter & Kahn
[REDACTED]
[REDACTED]
- (p) Tenant's Address: SM Beacon, LLC
c/o James Alex
[REDACTED]
[REDACTED]

With a copy to:
Athán A. Vontzalides, Esq.
Ankeles, Vontzalides, Ambeliotis & Delaney, LLP
246 Andover Street
Peabody, MA 01960

EXHIBITS

Exhibit A Stipulation of Term of Lease Referred to in Section 4

EXHIBIT A

STIPULATION OF TERM OF LEASE

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this day of _____, 20__ by _____ Tenant") and _____ ("Landlord"), with respect to that certain Lease dated _____, as the same may have been amended (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of a building located at _____ (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease.
2. The initial term of the Lease is ten (10) years. Tenant has four (4) options to extend the Term of the Lease for five (5) years each.
3. The Possession Date occurred on _____.
4. The Rent Commencement Date occurred on _____.
5. The initial term expires on _____.
6. If properly exercised by Tenant, the first extended term shall commence on _____ and expire on _____. Tenant must give written notice of its exercise of the first extended term on or before _____.
7. If properly exercised by Tenant, the second extended term shall commence on _____ and expire on _____. Tenant must give written notice of its exercise of the second extended term on or before _____.
8. The Lease is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation of Term of Lease as of the date first set forth above.

LANDLORD:

Webster Trust

By: _____
Name: Walter Abrams
Title: Trustee

TENANT:

SM Beacon, LLC

By: _____
Name: James Alex
Title: Manager 8/13/18

LANDLORD CONSENT AGREEMENT

This Landlord Consent Agreement (the "Consent Agreement") is entered into as of this 15 day of May, 2019 by Webster Trust, with a mailing address of c/o Salter and Kahn, Inc., 359 Boylston Street, Boston, MA 02116 (the "Landlord") for the benefit of SM Beacon, LLC, a Massachusetts limited liability company having a mailing address of 234 Taylor Street, Littleton, MA 01460 (the "Tenant").

RECITALS

WHEREAS, the Landlord and Tenant executed a Lease on August 13, 2018 Lease Agreement (the "Primary Lease"), covering premises described in Exhibit A to the Primary Lease (the "Premises");

WHEREAS, Landlord previously consented to allow Tenant to sublease the Premises to Subtenant, Sanctuary Medicinals, Inc. (the "Sanctuary Subtenant") pursuant to a Sublease Agreement dated October 16, 2018 (the "Sanctuary Sublease Agreement"), attached hereto as Exhibit A;

WHEREAS, Tenant and Sanctuary Subtenant now seek to amend the Sanctuary Sublease Agreement through the execution of an Amendment to the Sanctuary Sublease Agreement (the "Sanctuary Amendment"), attached hereto as Exhibit B;

WHEREAS, Landlord is willing to consent to the Sanctuary Amendment on the terms and conditions set forth in this Consent Agreement;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

AGREEMENT

1. All capitalized terms contained in this Consent Agreement and not otherwise defined herein shall, for the purposes hereof, have the same meanings ascribed to them in the Primary Lease. In the event there is any inconsistency between the terms of the Primary Lease and the terms of this Consent Agreement, the terms of this Consent Agreement shall control. The foregoing recitals are incorporated herein.

2. Consent to Sanctuary Amendment. Landlord hereby consents to the Sanctuary Amendment pursuant to the terms set forth therein. Tenant agrees to provide Landlord a copy of the fully executed Sanctuary Amendment promptly after execution.

3. Miscellaneous.

(a) The Primary Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

(b) The covenants, agreements, terms and conditions contained in this Consent Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Consent Agreement may not be changed or terminated orally but only by an agreement in writing by the party against whom enforcement of any waiver, change, termination, modification or discharge is sought.

(d) Landlord represents and warrants that it is authorized to enter into this Consent Agreement and that the party executing this Consent Agreement has the power and authority to bind the Landlord.

(f) This Consent Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

(g) PDF, telecopied or electronic signatures shall be deemed original signatures for the purposes of this Consent Agreement.

IN WITNESS WHEREOF, the Landlord hereto has executed this Consent Agreement as of the day and year first above written.

LANDLORD:

Webster Trust

By:

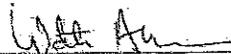

Walter Abrams, Trustee

EXHIBIT A

[INSERT SANCTUARY SUBLEASE AGREEMENT]

EXHIBIT B

[INSERT SANCTUARY AMENDMENT]

SUBLEASE AGREEMENT

This Sublease Agreement ("**Sublease**"), dated as of October 16, 2018, is by and between SM Beacon LLC, a Massachusetts Limited Liability Company, having an office at 234 Taylor Street, Littleton, MA ("**Sublandlord**") and Sanctuary Medicinals, Inc., a Massachusetts Domestic Corporation, having an office at 234 Taylor Street, Littleton, MA ("**Subtenant**").

RECITALS

WHEREAS, Sublandlord is the tenant under that certain lease agreement dated August 13, 2018 (the "**Primary Lease**") with Webster Trust (the "**Primary Landlord**"); and

WHEREAS, pursuant to the Primary Lease, Sublandlord leased those certain premises (the "**Demised Premises**") more particularly described in the Primary Lease and located in the building having a street address of 1351 Beacon Street, Brookline, MA (the "**Building**"); and

WHEREAS, Sublandlord desires to sublease all of the Demised Premises under the Primary Lease to Subtenant, and Subtenant desires to sublease all of the Demised Premises from Sublandlord, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Demise. Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord, the Demised Premises (hereinafter, the "**Premises**") located in the Building, containing approximately 4,750 square feet of first floor space, plus approximately 4,087 square feet of basement space below, as presently configured and as previously occupied by Pier 1, together with all property rights and improvements that run with the Premises along with direct and reasonably unencumbered ingress and egress to and from Beacon Street as currently used and enjoyed.
2. Term.
 - a. The term of this Sublease ("**Term**") shall commence on the date Subtenant receives all of the approvals pursuant to the Primary Lease (the "**Sublease Commencement Date**") and shall expire at the end of the Initial Term or Extended Term pursuant to the terms of the Primary Lease (the "**Sublease Expiration Date**"), unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease.
 - b. If for any reason the term of the Primary Lease is terminated prior to the Sublease Expiration Date, this Sublease shall terminate on the date of such termination and Sublandlord shall not be liable to Subtenant for such termination. Notwithstanding the foregoing, Sublandlord warrants and

represents that during the Term of the Sublease, Sublandlord will refrain from taking any action that would result in the Primary Lease to be terminated without the prior consent of the Subtenant.

3. Permitted Use. Subtenant shall use and occupy the Premises solely in accordance with, and as permitted under, the terms of the Primary Lease and for no other purpose.
4. Payment of Base Rent and Additional Rent.
 - a. Throughout the Term of this Sublease, Subtenant shall pay to Sublandlord fixed base rent (the "**Base Rent**") in accordance with the rent schedule in Schedule A of the Primary Lease, payable in equal monthly installments. Subtenant shall pay to Sublandlord the first monthly installment of Base Rent at the Sublease Commencement Date and shall pay all other monthly installments of Base Rent no less than five (5) days prior to the date same is due under the Primary Lease.
 - b. In addition to Base Rent, commencing on the Sublease Commencement Date and continuing throughout the Term of this Sublease, Subtenant shall pay to Sublandlord (i) all Additional Rental due to the Primary Landlord from the Sublandlord pursuant to the terms of the Primary Lease; (ii) all costs and expenses incurred by Sublandlord in connection with its subleasing of the Premises to Subtenant; and (iii) all amounts due and payable by Sublandlord under the Primary Lease due or attributable to the Premises or the actions or omissions of Subtenant (collectively, the "**Additional Rent**"). Additional Rent shall be payable to Sublandlord in monthly installments based on estimates provided by Sublandlord no less than five (5) days prior to the date same is due under the Primary Lease.
 - c. All Base Rent and Additional Rent shall be due and payable without demand therefor unless otherwise designated by Sublandlord and without any deduction, offset, abatement, counterclaim, or defense. The monthly installments of Base Rent and Additional Rent payable on account of any partial calendar month during the Term of this Sublease, if any, shall be prorated.
5. Security Deposit. Simultaneously with the execution and delivery of this Sublease, Subtenant shall deposit with Sublandlord a security deposit (the "**Initial Security Deposit**") in the amount of [REDACTED] as security for the full and faithful performance by Subtenant of Subtenant's obligations hereunder. On the Sublease Commencement Date, Subtenant shall deposit with Sublandlord a security deposit (the "**Secondary Security Deposit**") in the amount of [REDACTED] as security for the full and faithful performance by Subtenant of Subtenant's obligations hereunder. The Initial and Secondary Security Deposits may be in the form of cash or a clean, stand-by, irrevocable letter of credit, in form and substance and issued by and drawn on a bank satisfactory to Sublandlord.

6. Incorporation of Primary Lease by Reference.

a. The terms, covenants, and conditions of the Primary Lease are incorporated herein by reference, except to the extent they are expressly deleted or modified by the provisions of this Sublease. Every term, covenant, and condition of the Primary Lease binding on or inuring to the benefit of Primary Landlord shall, in respect of this Sublease, be binding on or inure to the benefit of Sublandlord and every term, covenant, and condition of the Primary Lease binding on or inuring to the benefit of Sublandlord shall, in respect of this Sublease, be binding on and inure to the benefit of Subtenant. Whenever the term "**Landlord**" appears in the Primary Lease, the word "**Sublandlord**" shall be substituted therefore; whenever the term "**Tenant**" appears in the Primary Lease, the word "**Subtenant**" shall be substituted therefore; and whenever the term "**Demised Premises**" appears in the Primary Lease, the word "**Premises**" shall be substituted therefore.

b. Notwithstanding the foregoing: (i) the following numbered paragraphs of the Primary Lease shall not apply to this Sublease: Paragraph 20, Paragraph 29, Paragraph 32, Paragraph 33; and (ii) the time limits contained in the Primary Lease for Sublandlord, as tenant, to give notices, make demands, or perform any act, covenant, or condition or to exercise any right, remedy, or option, are modified herein by shortening the same in each instance by five (5) days. In case such time limits in the Primary Lease are for less than five (5) days, those time limits are modified herein by shortening the same by 50%. If any of the express provisions of this Sublease shall conflict with any of the provisions of the Primary Lease, the provisions of the Primary Lease shall govern.

7. Subordination to Primary Lease. This Sublease is subject and subordinate to the Primary Lease.

8. Representations of Sublandlord. Sublandlord represents and warrants the following:

a. Sublandlord is the tenant under the Primary Lease and has the capacity to enter into this Sublease with Subtenant, subject to Primary Landlord's consent.

b. The Primary Lease is a true, correct, and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended, or supplemented except as expressly set out herein.

c. Sublandlord has not received any notice, and has no actual knowledge, of any default by Sublandlord under the Primary Lease.

d. The Sublandlord has not assigned or transferred any of its rights or duties under the Sublease;

e. The Sublandlord will give any required consents under the primary lease for

the benefit of the subtenant;

- f. The Sublandlord will deliver to the subtenant a copy of any notice received from the prime landlord within a specified time period; and
 - g. The Subtenant shall have the right to cure any default by Sublandlord on or before the date the Sublandlord's applicable notice and grace period expires and the Sublandlord will reimburse the Subtenant for any costs and expenses incurred in curing that default.
9. "As-Is" Condition. Subtenant accepts the Premises in its current, "As-Is" condition. Sublandlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment, or decorations, except Sublandlord shall deliver the Premises in broom clean condition. On or before the Sublease Expiration Date or earlier termination or expiration of this Sublease, Subtenant shall restore the Premises to the condition existing as of the Sublease Commencement Date, ordinary wear and tear excepted. The obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease.
10. Performance by Sublandlord. Notwithstanding any other provision of this Sublease, Sublandlord shall have no obligation: (a) to furnish or provide, or cause to be furnished or provided, any repairs, restoration, alterations or other work, or electricity, heating, ventilation, air-conditioning, water, elevator, cleaning, or other utilities or services; or (b) to comply with or perform or, except as expressly provided in this Sublease, to cause the compliance with or performance of, any of the terms and conditions required to be performed by Primary Landlord under the terms of the Primary Lease. Subtenant hereby agrees that Primary Landlord is solely responsible for the performance of the foregoing obligations. Notwithstanding the foregoing, on the written request of Subtenant, Sublandlord shall make a written demand on Primary Landlord to perform its obligations under the Primary Lease with respect to the Premises if Primary Landlord fails to perform same within the time frame and in the manner required under the Primary Lease; provided, however, Subtenant shall not be required to bring any action against the Primary Landlord to enforce its obligations. If Sublandlord makes written demand on Prime Landlord or brings an action against Primary Landlord to enforce Primary Landlord's obligations under the Primary Lease with respect to the Premises, all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Sublandlord in connection therewith shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within thirty (30) days after notice from Sublandlord.
11. No Privity of Estate; No Privity of Contract. Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Subtenant and Primary Landlord.
12. No Breach of Primary Lease. Subtenant shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Primary Lease, notwithstanding such act, thing, or omission is permitted under the terms of this Sublease.

13. Subtenant Defaults.

- a. If Subtenant fails to cure a default under this Sublease within any applicable grace or cure period contained in the Primary Lease (as such applicable grace or cure period is modified by Section 6 herein), Sublandlord, after twenty (20) days' notice to Subtenant, shall have the right, but not the obligation, to seek to remedy any such default on the behalf of, and at the expense of, Subtenant, provided, however, that in the case of: (i) a life safety or property related emergency; or (ii) a default which must be cured within a time frame set out in the Primary Lease which does not allow sufficient time for prior notice to be given to Subtenant, Sublandlord may remedy any such default without being required first to give notice to Subtenant. Any reasonable cost and expense (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Sublandlord shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within twenty (20) days after notice from Sublandlord.
 - b. If Subtenant fails to pay any installment of Base Rent or Additional Rent within five (5) days after the due date of such payment, Subtenant shall pay to Sublandlord, as Additional Rent, a "late charge" of [REDACTED] for every dollar of an installment so-overdue for the purposes of defraying the expense of handling such delinquent payment.
 - c. If Subtenant fails to pay any installment of Base Rent or Additional Rent within five (5) days from the due date of such payment, in addition to the payment of the late charge set out immediately above, Subtenant shall also pay to Sublandlord, as Additional Rent, interest at the "Default Rate" (hereinafter defined) from the due date of such payment to the date payment is made. "Default Rate" shall mean a rate per annum equal to the lesser of: (i) 5% in excess of the prime rate published in the Wall Street Journal on the due date of such Base Rent or Additional Rent; and (ii) the highest rate of interest permitted by applicable laws.
14. Consents. Whenever the consent or approval of Sublandlord is required, Subtenant shall also be obligated to obtain the written consent or approval of Primary Landlord, if required under the terms of the Primary Lease. Sublandlord shall promptly make such consent request on behalf of Subtenant and Subtenant shall promptly provide any information or documentation that Primary Landlord may request. Subtenant shall reimburse Sublandlord, not later than ten (10) days after written demand by Sublandlord, for any fees and disbursements of attorneys, architects, engineers, or others charged by Primary Landlord in connection with any consent or approval. Sublandlord shall have no liability of any kind to Subtenant for Primary Landlord's failure to give its consent or approval.
15. Primary Landlord Consent to Sublease. This Sublease is expressly conditioned on obtaining the written consent of Primary Landlord and the written consent of any mortgagee, ground lessor, or other third party required under the Primary Lease

(collectively, "**Primary Landlord Consent**").

- a. Any fees and expenses incurred by the Primary Landlord or any mortgagee, ground lessor, or other third party in connection with requesting and obtaining the Primary Landlord Consent shall be paid by Sublandlord and shall thereafter be reimbursed by Subtenant to Sublandlord as Additional Rent not later than ten (10) days after written demand by Sublandlord. Subtenant agrees to cooperate with Primary Landlord and supply all information and documentation requested by Primary Landlord within five (5) days of its request therefor.
 - b. If the Primary Landlord Consent is not obtained within sixty (60) days from the date of this Sublease, either party may terminate this Sublease on written notice to the other, whereupon Sublandlord shall promptly refund to Subtenant the Security Deposit paid to Sublandlord, and neither party shall have any further obligation to the other under this Sublease, except to the extent that the provisions of this Sublease expressly survive the termination of this Sublease.
 - c. This Section 15 shall survive the expiration or earlier termination of this Sublease.
16. Assignment or Subletting. Subtenant shall not sublet all or any portion of the Premises or assign, encumber, mortgage, pledge, or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, without the prior written consent of: (a) Sublandlord, which consent may be unreasonably withheld or may be withheld in its sole and absolute discretion; and (b) Primary Landlord.
17. Indemnity. Subtenant shall indemnify and hold harmless Sublandlord from any claims, liabilities, and damages that Sublandlord may sustain resulting from a breach by Subtenant of this Sublease.
18. Release. Subtenant hereby releases Sublandlord or anyone claiming through or under Sublandlord by way of subrogation or otherwise. Subtenant hereby releases Primary Landlord or anyone claiming through or under Primary Landlord by way of subrogation or otherwise to the extent that Sublandlord releases Primary Landlord under the terms of the Primary Lease. Subtenant shall cause its insurance carriers to include any clauses or endorsements in favor of Sublandlord, Primary Landlord, and any additional parties, which Sublandlord is required to provide under the provisions of the Primary Lease.
19. Notices. All notices and other communications required or permitted under this Sublease shall be given in the same manner as in the Primary Lease. Notices shall be addressed to the addresses set out below:

To Subtenant:

Sanctuary Medicinals, Inc.
234 Taylor Street
Littleton, MA 01460
ATTN: Jason Sidman
[REDACTED]

With a Copy To:

Vicente Sederberg LLC
2 Seaport Lane, 11th Floor
Boston, MA 02210
ATTN: Brandon Kurtzman, Esq.
[REDACTED]

To Sublandlord:

SM Beacon LLC
234 Taylor Street
Littleton, MA 01460
ATTN: James Alex
[REDACTED]

With a Copy to:

Ankeles, Vontzalides, Ambeliotis & Delaney, LLP
246 Andover Street
Peabody, MA 01960
ATTN: Athan A. Vontzalides, Esq.

20. Brokers. Sublandlord and Subtenant each represent to the other that it has not dealt with any broker in connection with this Sublease and the transactions contemplated hereby. Sublandlord and Subtenant each indemnify and hold harmless the other from and against all claims, liabilities, damages, costs, and expenses (including without limitation reasonable attorneys' fees and other charges) arising out of any claim, demand, or proceeding for commissions, fees, reimbursement for expenses, or other compensation by any person or entity who shall claim to have dealt with the indemnifying party in connection with the Sublease. This Section 20 shall survive the expiration or earlier termination of this Sublease.
21. Entire Agreement. This Sublease contains the entire agreement between the parties regarding the subject matter contained herein and all prior negotiations and agreements are merged herein. If any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Sublease shall remain unaffected.
22. Amendments and Modifications. This Sublease may not be modified or amended in

any manner other than by a written agreement signed by the party to be charged.

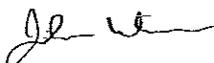
23. Successors and Assigns. The covenants and agreements contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns.
24. Counterparts. This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.
25. Defined Terms. All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Primary Lease.
26. Choice of Law. This Sublease shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to conflict of law rules.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

SUBLANDLORD:

SM Beacon LLC

By: 

Name: Joshua Weaver

Title: Manager - 11/17/18

SUBTENANT:

Sanctuary Medicinals, Inc.

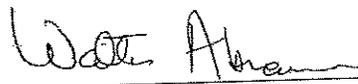
By: 

Name: Jason Sidman

Title: CEO - 11/17/18

This Sublease Agreement is hereby assented to and approved by the Primary Landlord.

Webster Trust

By: 

Name: Walter Abrams

Title: Trustee

Date: 11-15-18



AMENDMENT TO THE LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment"), dated as of this 15th day of May, 2019; between Webster Trust, with a mailing address of c/o Salter and Kahn, Inc., 359 Boylston Street, Boston, MA 02116 (the "Landlord"), and SM Beacon, LLC, a Massachusetts limited liability company having a mailing address of 234 Taylor Street, Littleton, MA 01460 (the "Tenant") (Landlord and Tenant, collectively "the Parties").

RECITALS

WHEREAS, the Parties entered into a lease on August 13, 2018 (the "Lease"); and

WHEREAS, the Parties now desire to amend the Lease as set forth in this Amendment.

NOW, THEREFORE, in consideration of the sum of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

AGREEMENT

1. All capitalized terms contained in this Amendment and not otherwise defined herein shall, for the purposes hereof, have the same meanings ascribed to them in the Lease. In the event there is any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. The foregoing recitals are incorporated herein.

2. Paragraph 11, captioned "The Tenant's Covenants," subsection (n), is hereby deleted in its entirety and replaced with the following language:

(n) will not use any sidewalk or alleyway adjacent to the Premises for business purposes, except on an as needed basis for ~~the~~ queuing purposes related to Tenant's business operations at the Premises, subject to any and all requirements or restrictions imposed upon such use by the Town of Brookline. Tenant acknowledges that another tenant of the Landlord has pre-existing rights to use the alleyway along the eastern side of the Premises for its business purposes, and Tenant agrees that its exercise of the rights granted in this subsection shall not interfere with said pre-existing rights. Tenant also agrees that Landlord shall have the right to limit or terminate the rights granted in this subsection for good reason or reasons, in its sole discretion.

3. Miscellaneous.

(a) Except as modified by this Amendment, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed and this Amendment is hereby incorporated therein by reference and made a part thereof. From and after the date hereof references in the Lease to "this Lease" or terms of similar import shall be deemed to refer collectively to the Lease and this Amendment.

(b) The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in the Lease as hereby supplemented, their respective assigns.

(c) This Amendment may not be changed or terminated orally but only by an agreement in writing by the party against whom enforcement of any waiver, change, termination, modification or discharge is sought.

(d) Landlord and Tenant each represent and warrant to the other that it is authorized to enter into this Amendment and that the party executing this Amendment has the power and authority to bind Landlord or Tenant, as the case may be.

(e) In interpreting the language of this Amendment, the Landlord and Tenant will be treated as having drafted this Amendment after meaningful negotiations. The language of this Amendment will be construed as to its fair meaning and not strictly construed against either party.

(f) This Amendment will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

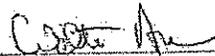
(g) This Amendment may be executed in counterparts which shall together be deemed one original. PDF, telecopied or electronic signatures shall be deemed original signatures for the purposes of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LANDLORD:

Webster Trust

By: 
Walter Abrams, Trustee

TENANT:

SM Beacon, LLC

By: 
Josh Weaver, Manager

SUBLEASE AGREEMENT

This Sublease Agreement (the "**Sublease**"), dated as of May 16, 2019 (the "**Effective Date**"), is by and between SM Beacon LLC, a Massachusetts Limited Liability Company, having an office at 234 Taylor Street, Littleton, MA (the "**Sublandlord**") and Eureka Puzzles, Inc., a Massachusetts corporation having a mailing address of 1349 Beacon Street, Brookline, MA 02446 (the "**Subtenant**") (Sublandlord and Subtenant, collectively the "**Parties**").

RECITALS

WHEREAS, Sublandlord is the tenant under that certain lease agreement dated August 13, 2018 (the "**Primary Lease**") with Webster Trust (the "**Primary Landlord**"); and

WHEREAS, pursuant to the Primary Lease, Sublandlord leased those certain premises (the "**Premises**") more particularly described in the Primary Lease and located in the building having a street address of 1351 Beacon Street, Brookline, MA (the "**Building**") from the Primary Landlord; and

WHEREAS, Sublandlord desires to sublease a portion of the Premises under the Primary Lease to Subtenant, and Subtenant desires to sublease a portion of the Premises from Sublandlord, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Demise. Sublandlord hereby leases to Subtenant the area of the Premises described as "Tenant Storage 008" (the "**Subleased Premises**") on Exhibit A attached hereto and made a part of this Sublease, located in the basement level of the Building, containing approximately 1,460 square feet, together with all property rights and improvements that run with the Subleased Premises along with direct and reasonably unencumbered ingress and egress to and from Webster Street.
2. Term.
 - a. The term of this Sublease (the "**Term**") shall commence on the date Subtenant receives all of the approvals pursuant to Paragraph 11(e) and Paragraph 44 of the Primary Lease (the "**Sublease Commencement Date**") and shall expire two (2) years from the Sublease Commencement Date (the "**Sublease Expiration Date**"), unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease.
 - b. If for any reason the term of the Primary Lease is terminated prior to the Sublease Expiration Date, this Sublease shall terminate on the date of such termination and Sublandlord shall not be liable to Subtenant for such termination. Notwithstanding the foregoing, Sublandlord warrants and

~~represent that~~ during the Term of the Sublease, Sublandlord will refrain from taking any action that would result in the Primary Lease to be terminated without the prior consent of the Subtenant.

3. Permitted Use. Subtenant shall use and occupy the Subleased Premises for storage in connection with the Subtenant's business.
4. Rental Payments.
 - a. Throughout the Term of this Sublease, Subtenant shall pay to Sublandlord a monthly fixed rental payment, in the amount of [REDACTED] (the "Rental Payments" or "Base Rent"). Subtenant shall pay to Sublandlord the first monthly installment of its Rental Payment at occupancy and shall pay all other monthly Rental Payments no less than five (5)-days prior to the date same is due under the Primary Lease.
 - b. All Base Rent shall be due and payable without demand therefor unless otherwise designated by Sublandlord and without any deduction, offset, abatement, counterclaim, or defense. The monthly installments of Base Rent payable on account of any partial calendar month during the Term of this Sublease, if any, shall be prorated.
5. Security Deposit. Simultaneously with the execution and delivery of this Sublease, Subtenant shall deposit with Sublandlord a security deposit (the "Initial Security Deposit") in the amount of [REDACTED] as security for the full and faithful performance by Subtenant of Subtenant's obligations hereunder. The Initial Deposit may be in the form of cash or a clean, stand-by, irrevocable letter of credit, in form and substance and issued by and drawn on a bank satisfactory to Sublandlord.
6. Subordination to Primary Lease. This Sublease is subject and subordinate to the Primary Lease. A redacted copy of the Primary Lease and all Amendments through May 2019 is attached hereto as Exhibit B and made a part of this Sublease.
7. Representations of Sublandlord. Sublandlord represents and warrants the following:
 - a. Sublandlord is the tenant under the Primary Lease and has the capacity to enter into this Sublease with Subtenant, subject to Primary Landlord's consent.
 - b. The Primary Lease attached hereto as Exhibit B is a true, correct, and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended, or supplemented except as expressly set out herein.
 - c. Sublandlord has not received any notice, and has no actual knowledge, of any default by Landlord under the Primary Lease.
 - d. The Sublandlord has not assigned or transferred any of its rights or duties under

~~the~~ Sublease;

- e. The Sublandlord will give any required consents under the Primary Lease for the benefit of the Subtenant;
 - f. The Sublandlord will deliver to the Subtenant a copy of any notice received from the Primary Landlord within a specified time period that will have an effect on the Subtenant; and
 - g. The Subtenant shall have the right to cure any default by Sublandlord on or before the date the Sublandlord's applicable notice and grace period expires and the Sublandlord will reimburse the Subtenant for any costs and expenses incurred in curing that default.
8. AS-IS Condition. Subtenant accepts the Subleased Premises in its current, "as-is" condition. Sublandlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment, or decorations, except Sublandlord shall deliver the Subleased Premises to meet current applicable building codes, are safe for their intended use, and are in broom clean condition. On or before the Sublease Expiration Date or earlier termination or expiration of this Sublease, Subtenant shall restore the Subleased Premises to the condition existing as of the Sublease Commencement Date, ordinary wear and tear and any Building Improvements provided by the Subtenant excepted.
9. Performance By Sublandlord. Notwithstanding any other provision of this Sublease, Sublandlord shall have no obligation: (a) to furnish or provide, or cause to be furnished or provided, any repairs, restoration, alterations or other work, heating, ventilation, air-conditioning, water, elevator, cleaning, or other utilities or services; or (b) to comply with or perform or, except as expressly provided in this Sublease, to cause the compliance with or performance of, any of the terms and conditions required to be performed by Primary Landlord under the terms of the Primary Lease. Subtenant hereby agrees that Primary Landlord is solely responsible for the performance of the foregoing obligations. Notwithstanding the foregoing, on the written request of Subtenant, Sublandlord shall make a written demand on Primary Landlord to perform its obligations under the Primary Lease with respect to the Subleased Premises if Primary Landlord fails to perform same within the time frame and in the manner required under the Primary Lease; provided, however, Subtenant shall not be required to bring any action against the Primary Landlord to enforce its obligations. If Sublandlord makes written demand on Primary Landlord or brings an action against Primary Landlord to enforce Primary Landlord's obligations under the Primary Lease with respect to the Subleased Premises, all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Sublandlord in connection therewith shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within thirty (30) days after notice from Sublandlord.
10. No Privity of Estate; No Privity of Contract. Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Subtenant and Primary Landlord.

11. No Breach of Primary Lease. Subtenant shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Primary Lease, notwithstanding such act, thing, or omission is permitted under the terms of this Sublease.

12. Subtenant Defaults.

a. If Subtenant fails to cure a default under this Sublease within any applicable grace or cure period contained in the Primary Lease (as such applicable grace or cure period is modified by Section 6 herein), Sublandlord, after twenty (20) days' notice to Subtenant, shall have the right, but not the obligation, to seek to remedy any such default on the behalf of, and at the expense of, Subtenant, provided, however, that in the case of: (i) a life safety or property related emergency; or (ii) a default which must be cured within a time frame set out in the Primary Lease which does not allow sufficient time for prior notice to be given to Subtenant, Sublandlord may remedy any such default without being required first to give notice to Subtenant. Any reasonable cost and expense (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Sublandlord shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within twenty (20) days after notice from Sublandlord.

b. If Subtenant fails to pay any installment of Base Rent within five (5) days from the due date of such payment. Subtenant shall also pay to Sublandlord interest at the Default Rate (hereinafter defined) from the due date of such payment to the date payment is made. "Default Rate" shall mean a rate per annum equal to the lesser of: (i) 5% in excess of the prime rate published in the Wall Street Journal on the due date of such Base Rent or Additional Rent; and (ii) the highest rate of interest permitted by applicable laws.

13. Consents. Whenever the consent or approval of Sublandlord is required, Subtenant shall also be obligated to obtain the written consent or approval of Primary Landlord, if required under the terms of the Primary Lease. Sublandlord shall promptly make such consent request on behalf of Subtenant and Subtenant shall promptly provide any information or documentation that Primary Landlord may request. Subtenant shall reimburse Sublandlord, not later than ten (10) days after written demand by Sublandlord, for any fees and disbursements of attorneys, architects, engineers, or others charged by Primary Landlord in connection with any consent or approval. Sublandlord shall have no liability of any kind to Subtenant for Primary Landlord's failure to give its consent or approval.

14. Primary Landlord Consent to Sublease. This Sublease is expressly conditioned on obtaining the written consent of Primary Landlord and the written consent of any mortgagee, ground lessor, or other third party required under the Primary Lease

(collectively, the "Primary Landlord Consent").

- a. Any fees and expenses incurred by the Primary Landlord or any mortgagee, ground lessor, or other third party in connection with requesting and obtaining the Primary Landlord Consent shall be paid by Sublandlord and shall thereafter be reimbursed by Subtenant to Sublandlord as Additional Rent not later than ten (10) days after written demand by Sublandlord. Subtenant agrees to cooperate with Primary Landlord and supply all information and documentation requested by Primary Landlord within five (5) days of its request therefor.
 - b. If the Primary Landlord Consent is not obtained within sixty (60) days from the date of this Sublease, either party may terminate this Sublease on written notice to the other, whereupon Sublandlord shall promptly refund to Subtenant the Security Deposit paid to Sublandlord, and neither party shall have any further obligation to the other under this Sublease, except to the extent that the provisions of this Sublease expressly survive the termination of this Sublease.
 - c. This Section 15 shall survive the expiration or earlier termination of this Sublease.
15. Assignment or Subletting. Subtenant shall not sublet all or any portion of the Subleased Premises or assign, encumber, mortgage, pledge, or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, without the prior written consent of: (a) Sublandlord, which consent may be unreasonably withheld or may be withheld in its sole and absolute discretion; and (b) Primary Landlord.
16. Indemnity. Subtenant shall indemnify and hold harmless Sublandlord from any claims, liabilities, and damages that Sublandlord may sustain resulting from a breach by Subtenant of this Sublease.
17. Termination. If Subtenant or Sublandlord determines that the cost of repair to render the basement fit for its intended use to be unacceptable, this lease will terminate with no further obligations on either party.
18. Release. Subtenant hereby releases Sublandlord or anyone claiming through or under Sublandlord by way of subrogation or otherwise. Subtenant hereby releases Primary Landlord or anyone claiming through or under Primary Landlord by way of subrogation or otherwise to the extent that Sublandlord releases Primary Landlord under the terms of the Primary Lease. Subtenant shall cause its insurance carriers to include any clauses or endorsements in favor of Sublandlord, Primary Landlord, and any additional parties, which Sublandlord is required to provide under the provisions of the Primary Lease.
19. Notices. All notices and other communications required or permitted under this Sublease shall be given in the same manner as in the Primary Lease. Notices shall be

addressed to the addresses set out below:

To Subtenant:

1349 Beacon Street
Brookline, MA 02446

ATTN: David Leschinsky

To Sublandlord:

[ADDRESS]
[ADDRESS]
[EMAIL]
ATTN: [NAME]

With a Copy to:

[ADDRESS]
[ADDRESS]
[EMAIL]
ATTN: [NAME]

20. Brokers. Sublandlord and Subtenant each represent to the other that it has not dealt with any broker in connection with this Sublease and the transactions contemplated hereby. Sublandlord and Subtenant each indemnify and hold harmless the other from and against all claims, liabilities, damages, costs, and expenses (including without limitation reasonable attorneys' fees and other charges) arising out of any claim, demand, or proceeding for commissions, fees, reimbursement for expenses, or other compensation by any person or entity who shall claim to have dealt with the indemnifying party in connection with the Sublease. This Section 20 shall survive the expiration or earlier termination of this Sublease.
21. Entire Agreement. This Sublease contains the entire agreement between the parties regarding the subject matter contained herein and all prior negotiations and agreements are merged herein. If any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Sublease shall remain unaffected.
22. Amendments and Modifications. This Sublease may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.
23. Successors and Assigns. The covenants and agreements contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns.
24. Counterparts. This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes,

and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

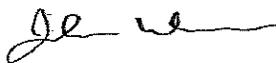
25. Defined Terms. All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Primary Lease.
26. Choice of Law. This Sublease shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to conflict of law rules.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

SUBLANDLORD:

SM Beacon LLC

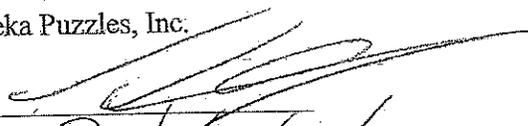
By: 

Name: Josh Weaver

Title: CFO

SUBTENANT:

Eureka Puzzles, Inc.

By: 

Name: David Cordingley

Title: President

EXHIBIT A

[INSERT FLOOR PLAN]

EXHIBIT B

[COPY OF PRIMARY LEASE AND ALL AMENDMENTS]

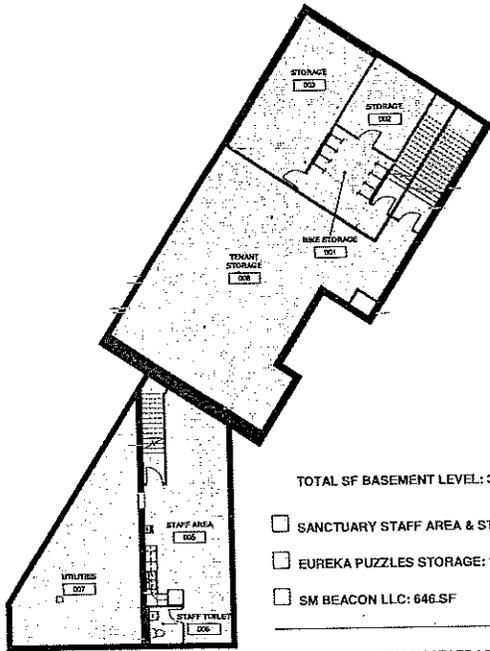


CAVENEY
 architectural collaborators, inc.
 125 WASHINGTON STREET, SUITE 100
 BOSTON, MA 02108
 TEL: 617-770-5818

SANCTUARY MEDICALS, INC.
BROOKLINE DISPENSARY
 100 BEACON ST

SPECIAL PERMIT
 PROJ NO: 190-11
 DATE: 05/15/11
 PREPARED BY: M. CANNON
 REVIEWED BY: J. HARRIS

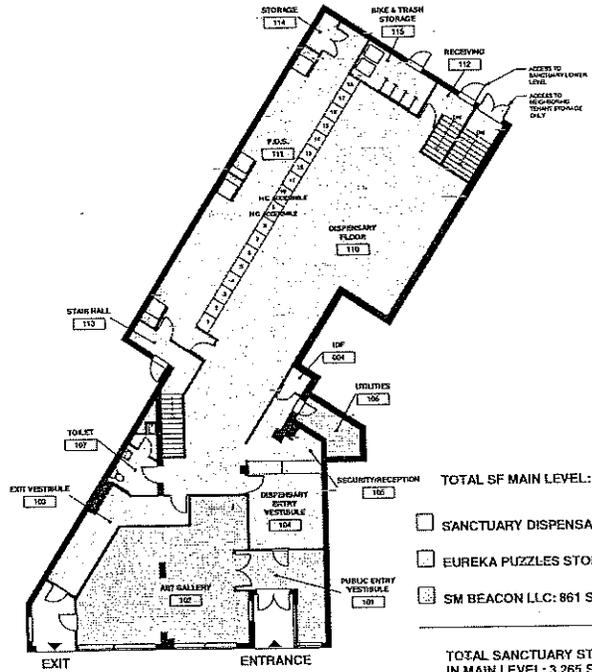
FLOOR PLANS
A6.3



- TOTAL SF BASEMENT LEVEL: 3,598 SF**
- SANCTUARY STAFF AREA & STORAGE: 1,492 SF
 - EUREKA PUZZLES STORAGE: 1,460 SF
 - SM BEACON LLC: 646 SF

TOTAL SANCTUARY STAFF ACCESS IN LOWER LEVEL: 1,492 SF

① LOWER LEVEL
 1/8" = 1'-0"



- TOTAL SF MAIN LEVEL: 4,239 SF**
- SANCTUARY DISPENSARY: 3,265 SF
 - EUREKA PUZZLES STORAGE: 72 SF
 - SM BEACON LLC: 861 SF

TOTAL SANCTUARY STAFF ACCESS IN MAIN LEVEL: 3,265 SF

② MAIN LEVEL
 1/8" = 1'-0"

TOTAL SANCTUARY STAFF ACCESS IN BUILDING: 4,757 SF

SECOND AMENDMENT TO THE LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "**Second Amendment**"), dated as of this 20th day of May 2019, between Webster Trust, with a mailing address of c/o Salter and Kahn, Inc., 359 Boylston Street, Boston, MA 02116 (the "**Landlord**"), and SM Beacon, LLC, a Massachusetts limited liability company having a mailing address of 234 Taylor Street, Littleton, MA 01460 (the "**Tenant**") (Landlord and Tenant, collectively "**the Parties**").

RECITALS

WHEREAS, the Parties entered into a lease on August 13, 2018; and an Amendment to the Lease Agreement dated May 15, 2019 (the hereinafter referred to as "Lease").

WHEREAS, the Parties now desire to amend the Lease as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

AGREEMENT

1. All capitalized terms contained in this Second Amendment and not otherwise defined herein shall, for the purposes hereof, have the same meanings ascribed to them in the Lease. In the event there is any inconsistency between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control. The foregoing recitals are incorporated herein.

2. Paragraph 6, captioned "Use of the Premises," is hereby deleted in its entirety and replaced with the following language:

The Premises may be used for the Permitted Use described in Schedule A or any other type of licensed marijuana related business notwithstanding the foregoing 792 square feet of said premises may be utilized by the Tenant as a public art gallery for the benefit of the community. The Tenant hereby acknowledges that its agreement set forth in the immediately preceding sentence is a major inducement to the Landlord to enter into this Leases.

3. Schedule A, Subsection (d) of the Lease, captioned "Premises," is hereby deleted in its entirety and replaced with the following language:

The commercial space located in the Building, containing approximately 4,750 square feet of first floor space (the "**First Floor**"), plus approximately 4,087 square feet of basement space below (the "**Basement Level**"), as presently configured, together with all property rights and improvements that run with the Premises along with direct and reasonably unencumbered ingress and egress to and from Beacon Street as currently used and enjoyed, to be configured such that, on the Basement Level:

- Appx. 646 sq. ft. may be separated and utilized for mechanical equipment utility space ("Basement Space 1");
- Appx. 1,460 sq. ft. may be separated and sublet for storage space ("Basement Space 2");
- Appx. 1,492 sq. ft. may be separated and sublet for storage space, staff area and a bathroom ("Basement Space 3");

and on the First Floor:

- Appx. 3,265 sq. ft. may be separated and sublet for the Permitted Use to be used in conjunction with Basement Space 3;
- Appx. 72 sq. ft. may be separated and sublet to be used in conjunction with the appx. 1,460 sq. ft. of storage space on the Basement Space 2; and
- Appx. 69 sq. ft. may be separated to be used in conjunction with Basement Space 1.
- Appx. 792 sq. ft. may be separated to be used as a public art gallery.

4. Schedule A, Subsection (k) of the Lease, captioned "Permitted Use," is hereby deleted in its entirety and replaced with the following language:

a. Licensed Marijuana Retail Establishment specific to adult use as defined by M.G.L.A. Chapter 94G and 935 CMR 500 in the Commonwealth of Massachusetts "Regulation of the sale and distribution of marijuana not medically prescribed" (a marijuana retailer) or any other type of licensed marijuana related business within the subject Property as each may be modified or amended from time to time with respect to the retail sale of cannabis plants, and related sale of paraphernalia, and storage of cannabis products for transport elsewhere by permit, ancillary office use in connection therewith, storage, an art gallery, and, pending the prior approval of the Landlord, any other use permissible under local and state law.

5. Miscellaneous:

(a) Except as modified by this Second Amendment and any other duly executed amendments, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed and this Second Amendment is hereby incorporated therein by reference and made a part thereof. From and after the date hereof references in the Lease to "this Lease" or terms of similar import shall be deemed to refer collectively to the Lease and this Second Amendment.

(b) The covenants, agreements, terms and conditions contained in this Second Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in the Lease as hereby supplemented, their respective assigns.

(c) This Second Amendment may not be changed or terminated orally but only by an agreement in writing by the party against whom enforcement of any waiver, change, termination, modification or discharge is sought.

(d) Landlord and Tenant each represent and warrant to the other ~~that~~ it is authorized to enter into this Second Amendment and that the party executing this Second Amendment has the power and authority to bind Landlord or Tenant, as the case may be.

(e) In interpreting the language of this Second Amendment, the Landlord and Tenant will be treated as having drafted this Second Amendment after meaningful negotiations. The language of this Second Amendment will be construed as to its fair meaning and not strictly construed against either party.

(f) This Second Amendment will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Second Amendment may be executed in counterparts which shall together be deemed one original. PDF, telecopied or electronic signatures shall be deemed original signatures for the purposes of this Second Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

LANDLORD:

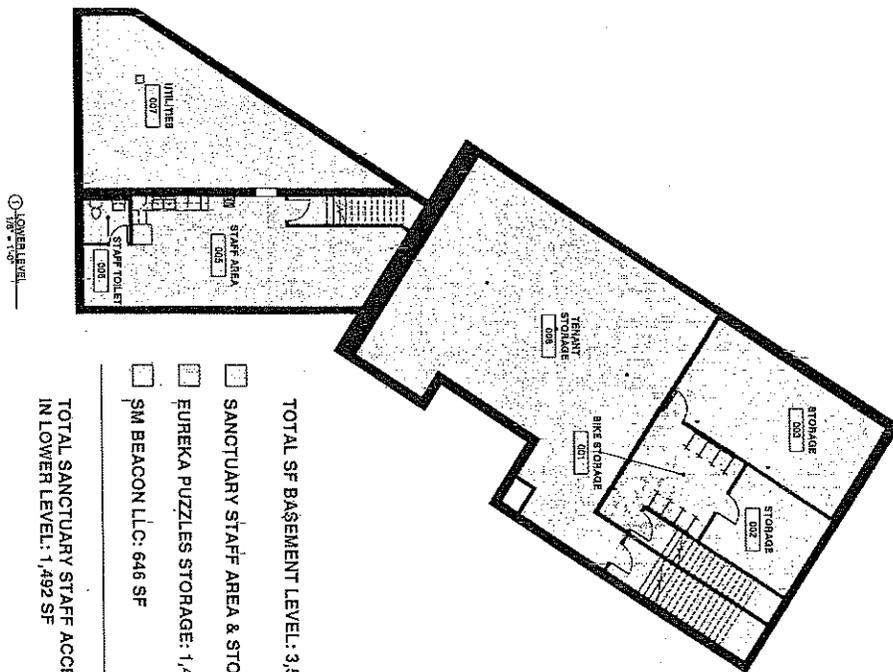
Webster Trust

By: Walter Abrams
Walter Abrams, Trustee

TENANT:

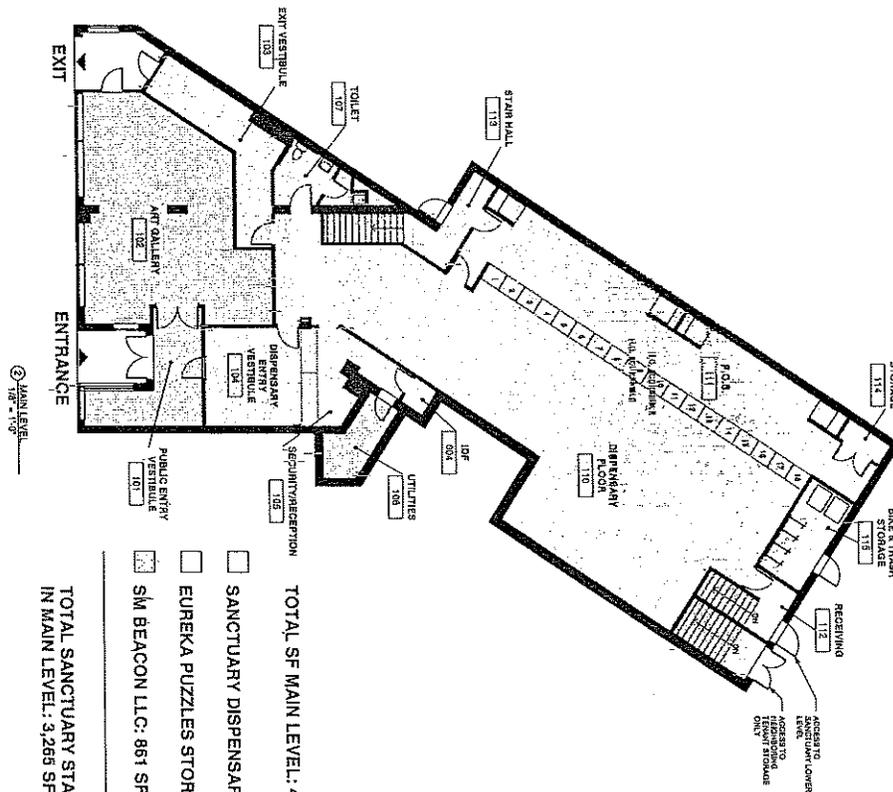
SM Beacon, LLC

By: Josh Weaver
Josh Weaver, Manager



① LOWER LEVEL
1/8" = 1'-0"

- ☐ TOTAL SF BASEMENT LEVEL: 3,598 SF
 - ☐ SANCTUARY STAFF AREA & STORAGE: 1,492 SF
 - ☐ EUREKA PUZZLES STORAGE: 1,460 SF
 - ☐ SM BEACON LLC: 646 SF
- TOTAL SANCTUARY STAFF ACCESS
IN LOWER LEVEL: 1,492 SF



② MAIN LEVEL
1/8" = 1'-0"

- ☐ TOTAL SF MAIN LEVEL: 4,239 SF
 - ☐ SANCTUARY DISPENSARY: 3,265 SF
 - ☐ EUREKA PUZZLES STORAGE: 72 SF
 - ☐ SM BEACON LLC: 861 SF
- TOTAL SANCTUARY STAFF ACCESS
IN MAIN LEVEL: 3,265 SF

TOTAL SANCTUARY STAFF ACCESS IN BUILDING: 4,757 SF

FLOOR PL
A6.1

DATE: 10/20/18
DRAWN BY: M. A.
REVISIONS:
SPEC/ PERM

SANCTUARY MEDICINALS, INC.
BROOKLINE DISPENSARY

CAVENY
architectural collaborative, inc.
128 WARREN ST ■ LOWELL, MA 01852



EXHIBIT 2 – Selected Operations Details

Service model	<ol style="list-style-type: none"> 1. Walk in 2. Online product order option 3. Online appointment option 4. Cell phone alert system to hold place in line to shop during possible wait time 	See Customer Demand Narrative + Queuing Plan
Proposed hours of operation	<ul style="list-style-type: none"> - 10 am to 10 pm, Mon through Friday - 9 am to 10 pm, Sat and Sunday - No new customers allowed to enter premises 15 min before closing time 	Subject to Select Board Approval
Queuing capacity	92 people in two lines on Beacon Street sidewalk and into alleyway owned by landlord	See Queuing Plan, subject to review by Police Dept.
Points of sale	<ul style="list-style-type: none"> 15 on site 5 to 10 electronic device for online points of sale 	As recommended by Police Dept.
Number of employees	21	Includes points of sale capacity and managers
Estimated customers per hour	60	Was factored into all studies, reports, and plans to the satisfaction of all depts
Parking spaces on site or rented nearby	0	Transportation Bike racks on first floor; overflow capacity in basement
Trash/Recycling	Two 80-gal totes (one for recycling, one for trash). Nothing stored outside of the building footprint.	Approved by Health Dept