

RETURN DATE: JULY 13, 2021 : SUPERIOR COURT
GRIST MILL PARTNERS, LLC : J.D. OF HARTFORD
VS. : AT HARTFORD
CURALEAF, LLC : JUNE 25, 2021

COMPLAINT

COUNT ONE: Unjust Enrichment

1. At all times relevant herein, the Plaintiff, Grist Mill Partners, LLC ("Grist Mill"), is a Delaware limited liability company with a principal place of business located at 35 Tower Lane, Avon, Connecticut, and the owner of certain real property and the improvements and building thereon, located at 100 Grist Mill Lane, Simsbury, Connecticut (at times referred to herein as the "Property", "Production Facility Property" or "PFP").

2. At all times relevant herein, Defendant, CuraLeaf, LLC ("CuraLeaf"), is a limited liability company existing under the laws of the State of Connecticut and formed for the purpose of procuring a license to produce medical marijuana, with a principal place of business located at the Production Facility Property.

3. In 2012, Connecticut passed "An Act Concerning the Palliative Use of Marijuana", (the "Act"), which provided for the medicinal use of marijuana, and the State requested applications through a competitive process for licenses to produce and dispense medical marijuana.

4. At all relevant times, Daniel E. Carpenter (Dan) was the Chairman of Grist Mill and was acting on its behalf. Dan was also a vocal advocate of the medicinal benefits of medical marijuana and the passage of statutes and regulations regarding the medicinal use of marijuana within the State of Connecticut.

5. Starting sometime in the middle of 2013, and thereafter on a number of occasions Dan spoke with Eileen Konieczny, ("Eileen") who held herself out to be a co-founding member and chief executive officer of CuraLeaf, and April Arrasate, ("April") who held herself out to be a co-founding member, owner, and chief operating officer of CuraLeaf, with regard to Grist Mill potentially leasing the PFP to CuraLeaf for the purpose of locating its marijuana growing operations there, in furtherance of and part of a plan to obtain a medical marijuana license (the "Plan").

6. As a result of his discussions with Eileen and April, Dan understood that Eileen had been a registered nurse with over 20 years of experience prior to becoming Executive Director of the Connecticut Cannabis Business Alliance and a Board member of the American Cannabis Nurses Association and that she had a strong reputation for advancing the care of patients through the palliative use of medical marijuana, which Dan also advocated, and that she considered herself to be the driving force in the creation of CuraLeaf and the Plan.

7. From these conversations, Dan also became aware of Eileen and April's efforts in furtherance of the Plan to locate a site for CuraLeaf's plant growing operations which would be easy to secure, preferably in a rural setting, with an existing building that contained clean rooms or was similarly laboratory-like in cleanliness in a community where it would be possible to obtain zoning approval for a marijuana production facility.

8. Dan knew the Property at 100 Grist Mill Road would be an ideal location for a

growing facility and believed that he could be helpful in securing zoning approval for such a use given his advocacy of same and allowed Eileen and/or April to evaluate the 100 Grist Mill property's suitability as a production facility and assisted in obtaining zoning approval for a Special Permit application to operate the growing facility, which was granted by the Simsbury Zoning Commission on December 16, 2013.

9. As a result of CuraLeaf's interest in leasing the PFP, Dan ultimately negotiated the terms of a proposed lease with Eileen, April, and a Robert Birnbaum, ("Birnbaum"), who Dan understood was a former hedge fund manager and a financial investor in CuraLeaf as well as the company's chief financial officer and a member.

10. In a letter to the Honorable Judge Laura Taylor Swain of the United States District Court, CuraLeaf acknowledged that under the lease agreement CuraLeaf would be paying a premium for a use that is unique to CuraLeaf by virtue of its Conditional License from the State of Connecticut. CuraLeaf further acknowledged that the award of CuraLeaf's license to grow medical cannabis in the State of Connecticut was expressly conditioned, in part, on successfully completing the construction of a fully operational production facility at the PFP site. See Letter to the Honorable Judge Swain attached hereto as Exhibit A.

11. From almost the very start of said discussions and negotiations, CuraLeaf was aware that the proposed PFP site was leased in its entirety to Benistar Admin Services, Inc., ("BASI") a Delaware corporation whose principal address was 100 Grist Mill Road, pursuant to a Lease Agreement dated August 8, 2007, between BASI and Grist Mill, which lease

terminated on August 31, 2022, with three five (5) year options to renew. (the "BASI Lease").

12. In order to induce Dan to breach the terms of the BASI Lease and negotiate an early termination of said Lease, CuraLeaf offered Dan greater monthly rent than the rent provided for in the BASI Lease and Birnbaum also offered Grist Mill 7.5% of CuraLeaf's gross sales of the marijuana products grown at the PFP or \$120,000 per month rent, whichever was greater, after the first two (2) years of a proposed five (5) year lease. This understanding was memorialized in a Term Sheet signed by Dan on behalf of Grist Mill and by Birnbaum on behalf of CuraLeaf, dated November 5, 2013, and designated Exhibit B to this complaint.

13. After signing the Term Sheet, CuraLeaf represented that in order to be acceptable to DCP the proposed lease terms had to be amended to delete any rent based on a percentage of marijuana sales and Dan subsequently agreed to amend said Term Sheet to eliminate the 7.5% of sales provision. Dan and Birnbaum signed an Amended Term Sheet dated January 8, 2014, reflecting the change, which Amended Term Sheet is designated Exhibit C to this complaint.

14. Among the reasons advanced by CuraLeaf for deleting said 7.5% term was Dan's involvement in an unrelated criminal prosecution, which CuraLeaf claimed DCP objected to and would prevent Grist Mill from receiving a percentage of product sales as originally agreed.

15. Grist Mill relied on said Amended Term Sheet when it agreed to terminate the

BASI lease and to certify to the State of Connecticut Department of Consumer Protection (DCP) that it consented to CuraLeaf operating a marijuana production facility at the PFP, which certification CuraLeaf was required to file with the DCP as part of its application for a Producer License pursuant to the Act.

16. During the negotiations which resulted in the termination of the BASI lease and the execution of the Term Sheet and the Amended Term Sheet (the "negotiations"), Dan sought assurances that CuraLeaf would be able to perform its obligations pursuant to the proposed leases once the BASI lease was terminated and demanded personal guarantees from Birnbaum and other members of CuraLeaf given that in its license application CuraLeaf estimated that it would only produce between 160 to 330 pounds of medical marijuana during its first year which would not produce sufficient income to operate the facility and pay the rent.

17. During said negotiations Dan further pressed for personal guarantees or subordination agreements because he believed that there was substantial risk in terminating the BASI lease and converting the building's Class A office space to industrial space by leasing the PFP to CuraLeaf, a start-up company, to produce a product not yet recognized as legal by the Federal Government, and that it would therefore be prudent to secure the rental payments with either personal guarantees or with subordination agreements to the extent that third party financing would be used.

18. During said negotiations, CuraLeaf through Eileen, April and Birnbaum

represented that personal guarantees and/or subordination agreements were not necessary because even though CuraLeaf itself was a start-up, Eileen had substantial experience in the field of medical marijuana and would be the CEO of the company after licensing and that there was sufficient capital being invested in CuraLeaf to finance the growing facility for the first years of its operation and not require third party financing.

19. On or about November 8, 2013, CuraLeaf submitted a detailed application for a license to produce medical marijuana under the Act administered by the DCP, which contained a certification that Grist Mill consented to CuraLeaf operating a production facility at the PFP pursuant to the original Term Sheet.

20. On January 2, 2014, representatives from Connecticut's Medical Marijuana Program conducted an extensive interview with CuraLeaf officials and reviewed the proposed site, the Amended Term Sheet was executed by the parties on or about January 8, 2014, and on January 28, 2014, CuraLeaf was granted a license to produce medical marijuana in the State of Connecticut at the PFP.

21. The Amended Term Sheet contemplated that the parties would enter into a lease agreement with option to purchase pursuant to 10 basic terms outlined in the Amended Term Sheet but was silent as to the question of personal guarantees and subordination of any debt incurred as a result of third-party financing.

22. In order to induce Dan and Grist Mill to terminate the BASI lease and enter into the contemplated lease agreement, Birnbaum repeated and affirmed the

representations made regarding Eileen's experience and future role as CEO of CuraLeaf, that there was sufficient capital invested to meet CuraLeaf's obligations during the initial years of the lease when low production and start-up costs would negatively impact cash flow and there would be no need for third party financing given the adequate capital position.

23. Bimbaum provided Dan details regarding multiyear projections submitted with CuraLeaf's producer license application to the DCP that forecast potential proceeds from the sale of CuraLeaf to be in excess of \$750,000,000 and represented that the investors had committed sufficient capital for obtaining licensing and ramping-up production operations given the projected returns.

24. Relying on all said representations made during the negotiations and prior to the execution of a written lease, on or about February 3, 2014, April sent Dan an email with a draft proposed lease prepared by CuraLeaf, the terms of which included, among other things, the \$120,000 monthly rental rate. A copy of said email and proposed lease are designated Exhibit D to this complaint. On or about February 11, 2014, the Plaintiff, as Landlord, and CuraLeaf as Tenant, executed a certain lease agreement for the PFP ("Lease" or "Lease Agreement" and designated Exhibit E to this complaint).

25. CuraLeaf took possession of the PFP and began to make rental payments pursuant to the Lease and/or the Amended Term Sheet and was producing medical marijuana at the PFP by the summer of 2014.

26. On December 31, 2019, CuraLeaf vacated the premises without repairing and

restoring the building to Class A office space as it was obligated to do pursuant to the Amended Term Sheet.

27. CuraLeaf also failed to make the required rental payment of \$120,000 per month between the 25th month after the rent commencement date until January of 2019, when it remained in possession of the PFP, after what CuraLeaf determined to be the expiration of the lease, and then made the \$120,000 rental payments.

28. Grist Mill relied on one or more of the following representations made during the negotiations for the Term Sheet, the Amended Term Sheet and the Lease Agreement in deciding to terminate the BASI lease and enter into the two Term sheets and the lease: (a) that Eileen would continue as CEO of CuraLeaf after licensing; (b) that there was a sufficient amount of capital investment for CuraLeaf to be able to meet its obligations during the licensing and ramp up period given the projections provided to the DCP; and/or (c) that CuraLeaf would not require third party financing to meet its obligations.

29. CuraLeaf knew or should have known that one or more of said representations was not true and/or that there was no factual basis for the statements in that Eileen, April, and Birnbaum, among others, had entered into a memorandum of understanding (MOU), dated October 9, 2013, with Doubling Road Holdings, LLC (DRH), a Delaware limited liability Company, to provide funding to obtain licensing and to ramp up production operations which eventually resulted, on August 12, 2014, in the ouster of Eileen from any position with CuraLeaf and a lawsuit wherein Eileen claimed that CuraLeaf misled

her regarding the meaning of the MOU.

30. Eileen and Dan understood that CuraLeaf had sufficient capital investment to meet its obligations and that third party financing was not needed. In fact, the MOU contained "cost of capital" terms which were in effect a disguised loan from DRH to CuraLeaf with no provision for a reduction of loan principal creating a diversion of CuraLeaf's cash flows so that DRH would reap an outsized portion of CuraLeaf's profits or returns and leaving it unable to meet its other obligations, including the rental payments pursuant to the Amended Term Sheet and/or Lease.

31. Birnbaum knew, or should have known, that one or more of the representations relied on by Grist Mill, as alleged in paragraph 28 above, in terminating the BASI lease and entering into the Amended Term Sheet and the Lease, were either false or had no basis in fact, and were made to induce Grist Mill to terminate its lease with BASI and/or not insist on personal guarantees or subordination agreements to secure payment of the rent.

32. Birnbaum was also aware of Dan's involvement with ongoing criminal proceedings which would hinder Grist Mill's ability to litigate future breaches of the Amended Term Sheet or the Lease, so while Birnbaum knew CuraLeaf would probably not be able to honor its obligations he believed that Grist Mill would not be in a position to require performance by CuraLeaf, and he induced Dan to enter into the Lease Agreement with little regard for the truth of said representations.

33. CuraLeaf was unjustly enriched by retaining the benefits corresponding with its use of the Property, including but not limited to, the obtaining of its license to produce medical marijuana in the State of Connecticut at the PFP as well as the revenue obtained from its production at the property, without paying the value owed to the Plaintiff for said use.

COUNT TWO: Detrimental Reliance/Fraudulent inducement

1-33. Paragraphs 1 through 33 of Count One are hereby made paragraphs 1 through 33 of this Count Two as if fully set forth herein.

34. CuraLeaf knew, or should have known, that one or more of the representations relied on by Grist Mill, as alleged above, in terminating the BASI lease and entering into the Amended Term Sheet and the Lease, were either false or had no basis in fact, and were made to induce Grist Mill to terminate its lease with BASI and/or not insist on personal guarantees or subordination agreements to secure payment of the rent.

35. Grist Mill relied on one or more of the aforementioned representations made during the negotiations for the Term Sheet, the Amended Term Sheet, and the Lease Agreement in deciding to terminate the BASI lease and enter into the two Term sheets and the lease.

36. As a result of said false and misleading representations, the Lease was fraudulently induced and CuraLeaf breached the terms of the Amended Term Sheet in failing to pay the required \$120,000 per month rent for a three-year period but paid substantially less and CuraLeaf failed to repair and restore the Property to Class A office space as required by the Amended Term Sheet as more specifically alleged at Count Three hereafter, all to Grist Mill's monetary loss and damage.

37. As a further result of said fraudulent inducement and breach of the Amended

Term Sheet, the Property could not be leased without substantial repairs and restoration when CuraLeaf vacated the Property causing Grist Mill to lose, and to continue to lose, monthly rent.

COUNT THREE: CUTPA

1-33. Paragraphs 1 through 33 of Count One are hereby made paragraphs 1 through 33 of this Count Three as if fully set forth herein.

34. CuraLeaf engaged in unfair or deceptive acts or practices against Grist Mill by misrepresenting Eileen's future role in CuraLeaf, misrepresenting the amount of capital investment in CuraLeaf and/or misrepresenting the true nature of the MOU and the disguised loan by DRH.

35. CuraLeaf violated C.G.S. Sec. 42-110b when it engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce, as set forth above.

36. Grist Mill suffered an ascertainable loss of money as a result of CuraLeaf's use or employment of a method, act or practice as described above, including lost rents and the cost to repair and restore the property to Class A office space.

37. The Court also has the power to enjoin the operation of any Lease or Agreement entered into as a result of said unfair trade practices pursuant to said Act.

COUNT FOUR: Breach of Contract

1-24. Paragraphs 1 through 24 of Count One are hereby made Paragraphs 1 through 24 of this Count Four as if fully set forth herein.

25. On or about, December 3, 2019, the Landlord and Tenant executed a certain escrow agreement concerning the security deposit required under the terms of said Lease ("Escrow Agreement" and designated Exhibit F to this complaint). Pursuant to the Lease Agreement, the Defendant was permitted sole and exclusive possession of the property located at 100 Grist Mill Road, Simsbury, Connecticut, together with access to certain adjacent parking area, accessways, and driveways (the "Premises") for a period of five (5) years. The Lease Agreement permits the Plaintiff to use the Premises only for the purpose of producing medical cannabis and related products.

26. The Lease Agreement provides that in the event that Tenant shall hold the Premises after the expiration of the Term (as it may be extended pursuant to Article 18) without the express written consent of Landlord, such holding shall be deemed to have created a tenancy from month to month terminable on thirty (30) days' written notice by either party to the other. Pursuant to the Lease the monthly rental during the holdover period shall be \$120,000.00 per month together with all other additional charges provided for under the Lease.

27. Further, the Lease provides that if Tenant failed to surrender the Premises

upon the termination of the Lease, then Tenant shall, in addition to any other liabilities to Landlord accruing therefrom, indemnify and hold Landlord harmless from loss or liability resulting from such failure.

28. Paragraph 2.8 of the Lease provides that "[t]enant shall not have the right to call upon Landlord to apply all or part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of Landlord."

29. Paragraph 6.1 of the Lease Agreement provides that: "[t]enant agrees to commit no waste at the Premises." Paragraph 6.2 provides that: "[a]t the end of the Term (as it may be extended pursuant to Article 18) (a) Tenant shall quit and surrender the Premises in as good state and condition as reasonable use and wear thereof will permit or in its "as is" condition if this Lease has been terminated in accordance with Articles 11 or 12." Paragraph 6.3 further provides that all damage or injury to the Premises and to its fixtures, appurtenances, and equipment or to the building and its fixture appurtenances and equipment caused by the negligence or intentional wrongful acts or omissions of Tenant, its servants, employees, agents, visitors, and licensees shall be repaired, promptly by Tenant at its sole cost and expense to the reasonable satisfaction of Landlord.

30. Paragraph 7.1 of the lease provides that "[t]enant shall (i) maintain and repair the heating, ventilation, and air conditioning systems serving the Premises in good working order and condition and cause those systems to maintain reasonably comfortable temperature in the Premises."

31. Paragraph 7.2(b) of the Lease provides that "[a]dditionally, in connection with any Alterations by Tenant, Tenant, at its sole cost and expense, shall...complete such Alterations in accordance with plans and specifications approved by Landlord...Tenant shall be directly responsible for any and all damages resulting from any violation of the terms of this Section 7.2, and Tenant shall be responsible for reimbursing Landlord for any repairs and restoration required in connection with any Tenant Alterations."

32. On or about October 4, 2018, representatives of Landlord inspected the Property with representatives of the Defendant, including Greg Schaan, President of CuraLeaf at the time, as a result of said inspection, Landlord demanded in writing that certain repairs be made to the Property pursuant to the terms of the Lease. A copy of said correspondence is designated as Exhibit G to the Complaint and incorporated herein by reference.

33. On December 31, 2019, CuraLeaf vacated the Premises.

34. Upon vacating the property, Landlord discovered that CuraLeaf left a build-up of debris, trash, and litter (the "Waste") at the premises. Additionally, CuraLeaf caused damage to the premises during the period in which they maintained sole and exclusive possession which did not constitute reasonable wear and tear pursuant to the terms of the Lease..

35. Parts of the building lacked adequate ventilation and air conditioning as a result of the removal of the HVAC systems by the Tenant. The existing HVAC system and

components which were left behind resulted in a lack of heating, ventilation and air conditioning which must be repaired and in good working order and condition to maintain reasonably comfortable temperature in the Premises before it can be re-let.

36. Plaintiff approved expansion plans for portions of the Premises. The expansion plans were partially completed leaving numerous areas of the Premises without proper heating, ventilation, and air conditioning and the Premises in an unfinished condition.

37. Throughout the premises there was abandoned equipment and numerous miscellaneous items to be removed. Air filtration systems, humidification units, dehumidification units, sump pumps cut into concrete slabs, ceiling grid systems, piping, abandoned nonfunctional heat pumps, debris in the electrical room, and exhaust ductwork were left abandoned on the Premises.

38. Numerous sections of fencing were left on the roof and the removal of equipment in the exterior side of the building left holes where the equipment was removed. Condensing units were removed from the premises leaving wiring and piping in pitch boxes.

39. Upon information and belief, there are numerous areas where there is clear water damage on the walls as well as floor damage, some of which resulted from tenant's composting unusable marijuana byproducts inside of the premises.

40. The Exit and Emergency lighting are not operational and must be repaired under the lease, and the Entry Doors are severely damaged resulting in a safety hazard.

41. Black Mold was discovered accumulating in the premises as a result of the

Tenant's operations, which included illegal composting inside the premises, and failure to take reasonable steps to prevent same, even though it knew, or should have known, that growing marijuana indoors would create an environment that would probably result in the creation and proliferation of mold.

42. Many of the repairs demanded by the Landlord, as listed in the demand letter designated as Exhibit G to the complaint, were not made or properly completed.

43. Defendant's failure to complete the alterations, damage to and failure to repair the property constitute a breach of the terms of the lease, including, but not limited to, the abandoned fencing constitutes waste under Paragraph 6.1 of the lease; Tenant failed to repair the damages to the premises resulting from the removal of equipment under paragraph 6.3 of the Lease; Tenant failed to make repairs as demanded by Landlord pursuant to Section 7.1 of the Lease; and/or Tenant is responsible for all damages as a result of its failure to complete approved Alterations pursuant to Section 7.2 of the Lease, thereby resulting in unreasonable wear and tear to the Premises, all to Plaintiff's monetary loss and damage.

COUNT FIVE: Declaratory Judgment

1-43. The allegations of Paragraphs One through Forty-three of Count Four are realleged as Paragraphs One Through Forty-three of this Count Five as if fully set herein.

44. Pursuant to the Escrow Agreement, "[i]f there is any dispute between Landlord and Tenant as to the disposition of the Escrow Fund, including, but not limited to, a dispute as discussed in subparagraphs (b) or (c) above, Escrow Agent shall continue to hold the Escrow Fund subject to the order of the court of competent jurisdiction as to the disposition thereof..."

45. The parties dispute the appropriate disposition of the Escrow Fund.

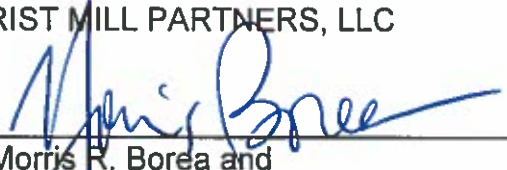
46. Pursuant to the Escrow Agreement, Grist Mill is entitled to a declaratory judgment to enforce any covenant, condition, or provision of the Escrow Agreement.

47. Grist Mill is entitled to a declaratory judgment as to the disposition of the Escrow Fund which provides for payment of the total Escrow Fund to Plaintiff.

WHEREFORE, Plaintiff claims:

- a. Money damages for Tenant's breach of the Amended Term Sheet and/or Lease;
- b. Issuance of a declaratory judgment for the disposition of the Escrow Fund to Plaintiff;
- c. Money damages for the Loss of Rent incurred as a result of Defendant's breach of the Amended Term Sheet and/or Lease in leaving the subject property unleaseable;
- d. Money damages for reasonable attorney fees and costs incurred as a result of Defendant's breach and/or unfair trade practices;
- e. Punitive Damages pursuant to CGS Sec. 42-110g(a); and
- f. Such other relief as law or equity may provide or the court deems appropriate, including injunctive relief.

THE PLAINTIFF,
GRIST MILL PARTNERS, LLC

By 

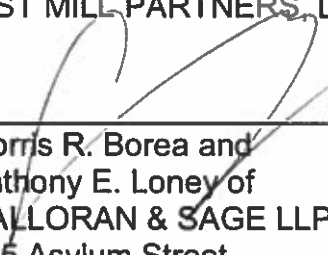
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STATEMENT OF AMOUNT IN DEMAND

The Plaintiff, Grist Mill Partners, LLC, claims monetary damages exclusive of interest and costs in an amount greater than fifteen thousand dollars (\$15,000.00).

THE PLAINTIFF,
GRIST MILL PARTNERS, LLC

By 

Morris R. Borea and
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EXHIBIT A

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February 10, 2014

BY ECF & FACSIMILE: (212) 805-0426

Honorable Laura Taylor Swain
United States District Judge
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, NY 10007-1312

Re: *Universitas Educ., LLC v. Nova Group, Inc.*, USDC, S.D.N.Y., 1:11-cv-1590-LTS-HBP; *Nova Group, Inc. v. Universitas Educ., LLC*, USDC, S.D.N.Y., 1:11-cv-8726-LTS

Dear Judge Swain:

We represent nonparty CuraLeaf, LLC ("Curaleaf"). CuraLeaf will suffer irreparable harm by tomorrow, February 11, 2014 as a result of the Court's granting of Universitas Education, LLC's ("Universitas") application for preliminary injunction dated January 13, 2014 (Doc. 366) (the "Injunction"). For reasons discussed below, CuraLeaf seeks emergency relief from this Court in the form of a *limited* modification of the Injunction to permit Grist Mill Partners, LLC ("GMP") to complete its obligations under the Letter of Intent by entering into a written lease with CuraLeaf. As described below, no one disputes that Curaleaf has no affiliation with Mr. Carpenter and that Curaleaf and Mr. Carpenter entered into an arm's length agreement to enter a lease. However, Universitas refuses to consent to amending the Injunction to permit this lease unless Curaleaf agrees to enter into a side letter with Universitas which, among other things, provides for a cash payment of at least \$250,000 to Universitas.

On January 28, 2014, the State of Connecticut selected CuraLeaf for an award of license (the "Conditional License") to produce medical cannabis at property to be leased by CuraLeaf from GMP located at 100 Grist Mill Road, Simsbury Connecticut.

¹ Although CuraLeaf and its members are not directly or indirectly related to GMP or

¹ The real property in question was purchased by GMP in 2007 and is subject to a mortgage in favor of TD Banknorth, N.A. dated August 30, 2007. A copy of the deed and mortgage are recorded on the land records and can be made available if there is any disagreement on this point. The acquisition of this property is unrelated to any funds diverted by Nova Group, Inc. in or after 2009.



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Daniel Carpenter or to any of Carpenter's entities, the Order materially affects CuraLeaf's rights under a Letter of Intent signed by CuraLeaf and GMP on November 5, 2013 as amended on January 9, 2014. CuraLeaf had no notice at the time that an Order to Show Cause was pending, and did not learn of the Injunction until February 5, 2014. Since that date, Curaleaf has attempted unsuccessfully to negotiate a consent by all parties to modify the Injunction. As discussed below, there is extreme exigency for this motion. If the motion to modify is not granted by tomorrow, February 11, 2014, CuraLeaf will suffer irreparable harm in that it will be unable to satisfy the conditions of the Conditional License award as set by the State of Connecticut.

Granting of the modification will not result in the dissipation of any of the assets of Mr. Carpenter or his entities, including GMP. Instead it will create substantially new asset value. Indeed, CuraLeaf submits that this is a unique opportunity to enhance the value of GMP (which would also benefit its creditors) which opportunity will be irrevocably lost if the injunction is not modified as requested.

The Letter of Intent as amended was shared with counsel for Universitas on Friday, and yesterday CuraLeaf provided a copy of the proposed lease. CuraLeaf attempted to resolve this matter without court intervention, but was unsuccessful. Despite CuraLeaf and Mr. Carpenter's agreement to enter into a side letter providing assurances that payments under the lease will be wired to a specific account covered by the Injunction as well as monthly statements, and other assurances as requested by Universitas, Universitas, would not agree to a stipulated modification of the Injunction unless CuraLeaf would pay \$250,000.00 to Universitas for its consent.

The Proposed Lease Creates Substantial Economic Value for GMP (and its Creditors).

The economic terms set forth in the proposed lease provided to Universitas for its review provide substantial economic value to GMP (and hence to its creditors). Specifically, under the terms of the proposed lease, CuraLeaf agrees to pay \$60,000 per month during the first two years of the lease, and \$120,000 per month for the remaining term of the lease. These rental payments will exceed the rentals currently being paid to GMP by \$60,000 per month after the first two years of the lease. In addition, the proposed lease contains an option to purchase which if exercised would result in CuraLeaf purchasing the property for \$5,000,000. Although a formal appraisal has not been done, the tax assessor for the Town of Simsbury appraised the value of the property as of October 31, 2013 at \$3,374,735, i.e., over \$1.5 million less

than the option price set forth in the lease. CuraLeaf is obviously paying a premium for a use that is *unique* to CuraLeaf by virtue of its Conditional License from the State of Connecticut. The maximum number of licenses that the State intends to award have been awarded to applicants. Universitas' reasons for withholding consent to a modification are not related to the value of the transaction to GMP and its creditors.

The Proposed Modification to Permit Entry Into The Lease Does Not Create Additional Risk For Universitas.

If the Injunction is modified for the limited purpose of permitting GMP to enter into the proposed lease, Universitas will not be at any additional risk. Any rents, option payments or security deposits to be paid under the proposed lease will be made to GMP and will be subject to the Injunction. Further, if the purchase option is exercised (which is not foreseen in the reasonably near future), all proceeds payable to GMP would be subject to the injunction.

It should be noted that there is a current tenant in the facility making rental payments to GMP. Rental payments by the current tenant are protected by the Injunction to the same extent as rents to be paid by CuraLeaf under the proposed lease. Mr. Carpenter and his entities may not transfer those payments except to the extent provided in the Injunction. In submitting the proposed order that resulted in the signed injunction, Universitas did not request any additional protections.

Notwithstanding that the Injunction protects against dissipation of moneys to be paid under leases, Universitas has expressed concern that Mr. Carpenter will run off with the rent payments under the lease to CuraLeaf. Universitas therefore asked that CuraLeaf's payments under its lease be treated differently, namely that they be wired to GMP's account at TD Bank, and that Universitas be given copies of the bank statements. CuraLeaf and Carpenter proposed a side letter that would meet these newly raised security concerns, notwithstanding that they were not asked for when Universitas requested the Injunction. However, Universitas would not agree to present a stipulated motion for modification to the Court absent an additional payment for its consent.

Universitas's Initial Demand For \$500,000 For Its Consent to a Modification.

In an effort to avoid dispute and unnecessary time of the Court, CuraLeaf and GMP were willing to enter into a side letter as requested by Universitas, in exchange for presenting a stipulated modification to the Court for approval. However, Universitas

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imposed an additional demand. It initially demanded that Curaleaf pay it the sum of \$500,000:

Given that Curaleaf is seeking Universitas' consent to a transaction that may cause Mr. Carpenter to violate the Court's Order, and may further hurt Universitas' efforts to collect the judgment, and is seeking such consent on extremely short notice, Curaleaf agrees to pay \$500,000.00 to Universitas within 10 business days of this agreement, as consideration for Universitas' blessing of the lease.

The demand for payment is overreaching. CuraLeaf has done nothing to cause Mr. Carpenter to violate a court order. Further CuraLeaf is not seeking Universitas's consent to the lease. Rather, CuraLeaf sought Universitas's cooperation to avoid a contested hearing on a motion to modify the Injunction to permit a transaction that is beneficial to Universitas and to GMP's creditors. The attempt to extract \$500,000 for the cooperation of counsel to avoid needless waste of the Court's time is unconscionable. Universitas has now reduced their demand to \$250,000.

Exigent Circumstances Exist For This Emergency Motion: Unless The Injunction Is Modified Immediately CuraLeaf (and GMP) Will Suffer Enormous and Irreparable Loss.

In the fall of 2013, CuraLeaf incurred over \$250,000 in expenses for attorneys', architects' and consultant's fees to obtain zoning approvals necessary to use the GMP property as a licensed medical marijuana production facility. On November 5, 2013, as it was in the process of preparing to obtain the necessary zoning approvals, CuraLeaf entered into a Letter of Intent with GMP to lease the Simsbury property on the same economic terms now set forth in the proposed lease. In reliance on the Letter of Intent, CuraLeaf prepared and submitted an extensive application to the State of Connecticut Department of Consumer Protection for licensure as a medical marijuana production facility. In its application, CuraLeaf stated that its growing operations would be conducted in a secure facility located at 100 Grist Mill Road, Simsbury, Connecticut, and that CuraLeaf had a Letter of Intent to lease that property from GMP. CuraLeaf submitted a non-refundable application fee of \$25,000 with its application. In total, CuraLeaf incurred over \$250,000 on expert fees, attorneys' fees, architect fees and other expenses in supporting its license application so as to demonstrate its ability to perform if CuraLeaf were awarded a license.

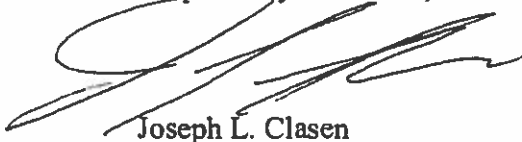
Honorable Laura Taylor Swain
February 10, 2014
Page 5

On January 28, 2014, after a lengthy and stringent application review process, the State of Connecticut Department of Consumer Protection selected four applications for the award of licenses to grow medical cannabis in the State. CuraLeaf was one of the four successful applicants. CuraLeaf's license is expressly conditioned on CuraLeaf paying a further \$75,000 non-refundable license fee (which it has already done) and posting security in the amount of \$2,000,000 by February 11, 2014. The \$2,000,000 is forfeitable if CuraLeaf is unable to satisfy the commitments made in its license application, including its ability to successfully complete the construction of a fully operational production facility at 100 Grist Mill Road, Simsbury, Connecticut.² Although CuraLeaf has a Letter of Intent to lease those premises, state regulations require a written lease that limits the landlord's right of access to the premises. Only authorized personnel may use the facility.

Late on February 5, 2014, CuraLeaf learned for the first time of the Injunction issued on January 13, 2014. If the Preliminary Injunction is not modified immediately, the parties will not sign the proposed lease agreement and CuraLeaf will not be able to satisfy one of the express conditions to the award of the Conditional License, and will be faced with the immediate loss of its economic expectations under the license and the loss of the substantial investment of over \$250,000 in professional fees and expenses in successfully undertaking the application process and paying the \$25,000 application fee and the \$75,000 license fee.

Specifically, CuraLeaf cannot risk posting a forfeitable security deposit of \$2,000,000, *which is required by February 11, 2014*, if it does not have a written lease agreement that satisfies state regulations. It is out of time. Unless the Injunction is modified as requested, CuraLeaf will lose millions in economic value. Extreme exigency exists to prevent irreparable harm to CuraLeaf. This harm is not outweighed by countervailing considerations. Indeed, the proposed lease benefits creditors of GMP.

Respectfully submitted,



Joseph L. Clasen

cc: All counsel of record (*via ECF*)

² This is the address of the real property acquired by GMP in 2007.

EXHIBIT B

November 5, 2013

Mr. Daniel E. Carpenter
Grist Mill Partners, LLC
100 Grist Mill Road
Simsbury, CT 06070

Re: Term Sheet By And Between Grist Mill Partners LLC a Delaware LLC--
Landlord ("GMP") and curaleaf LLC a Connecticut LLC--Tenant
("CuraLeaf")

Dear Mr. Carpenter:

The following business terms describe generally the terms and conditions of the proposed lease with option to purchase the real property and improvements of 100 Grist Mill Road, Simsbury, Connecticut described in a deed recorded at Vol. 743 Page 390 of the Simsbury Land Records. If you agree to these terms, please countersign below and return a copy to me by November 8, 2013.

CuraLeaf is seeking the lease for purposes of producing medical marijuana. As a precondition to entry into the lease with option to purchase, CuraLeaf must seek and obtain a Producer License from the State of Connecticut's Department of Consumer Protection.

As part of the application process, GMP agrees to certify to the State Department of Consumer Protection that it consents to CuraLeaf operating a production facility on the premises as provided in the form attached to this letter.

Provided the foregoing precondition is met, the parties will enter into a lease with option to purchase under the following terms and conditions:

1. The lease shall be for the entire building and the land of 100 Grist Mill Road, Simsbury, Connecticut. See Map G11 Block 103 and Lot 005-25 of the Simsbury Tax Assessor's Records and as more particularly described in Volume 743 Page 390 of the Simsbury Land Records.
2. The initial lease term shall be for five (5) years from the Rent Commencement Date. The Rent Commencement Date shall be that date when all permits and approvals to operate have been granted, and the appeal periods have expired, and the building has been fully vacated. GMP shall have a minimum of three

Mr. Daniel E. Carpenter
November , 2013
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- (3) months but no more than six (6) months to turn over the building and land free of all other tenants or occupants.
3. There shall be one 5-year renewal option.
 4. For the first 24 months after the Rent Commencement Date, rent shall be \$60,000 per month. Thereafter rent shall be \$120,000 per month or 7.5% of CuraLeaf's gross sales of the product grown at the leasehold site, whichever is greater. To effectuate this provision, CuraLeaf shall pay rent in the sum of \$120,000 per month. Every six months, there will be a true-up to determine if 7.5% of the gross sales exceeds this sum and any additional rent shall be paid within 30 days thereafter. GMP will have audit rights as to gross sales of the product every six months.
 5. CuraLeaf shall have an exclusive option to buy the leasehold premises during the term of the Lease for the sum of \$5 Million. This option may be exercised at any time during the term of the initial lease or renewal upon 30 days prior written notice.
 6. If the option is exercised in the 24-month period immediately following the Rent Commencement Date, then GMP shall be entitled to an additional sum above the \$5 Million purchase price equal to \$60,000 for each month prior to the expiration of the initial 24 months of the lease term.
 7. The cost of the proposed renovations to the existing building shall be borne solely by CuraLeaf. CuraLeaf shall be responsible for utilities, maintenance and repair but not for replacement of structural items such as the roof, HVAC or foundation.
 8. GMP shall pay all real estate taxes as and when due.
 9. The parties agree that the lease with option to purchase shall not be subordinate to any mortgage, pledge or hypothecation by GMP and it will take such measures as may be necessary to make the lease superior to any recorded pledges, mortgages, etc. as a precondition of the effectiveness of the lease with option to purchase.

Mr. Daniel E. Carpenter
November 5, 2013
Page 3

10. The parties agree that the lease with purchase option shall be construed in accordance with the laws of the State of Connecticut and shall be binding upon and inure to the benefit of GMP, CuraLeaf and their respective successors and assigns.

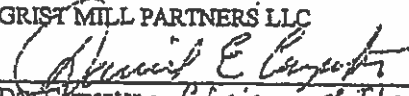
Sincerely,

CURALEAF LLC


Robert Birnbaum

AGREED & ACCEPTED THIS 6th DAY OF November 2013
SUBJECT TO REVIEW AND APPROVAL OF LEASE
WITH OPTION TO PURCHASE

GRIST MILL PARTNERS LLC


Dan Carpenter - Chairman of its Managing Member

Date: November 6th, 2013

EXHIBIT C

January 8, 2014

Mr. Daniel E. Carpenter
Grist Mill Partners, LLC
100 Grist Mill Road
Simsbury, CT 06070

Re: Amended Term Sheet By and Between Grist Mill Partners LLC, a Delaware
LLC—Landlord ("GMP") and CuraLeaf LLC, a Connecticut LLC—Tenant
("CuraLeaf")

Dear Mr. Carpenter:

The following business terms describe generally the terms and conditions of the proposed lease with option to purchase the real property and improvements of 100 Grist Mill Road, Simsbury, Connecticut described in a deed recorded at Vol. 743 Page 390 of the Simsbury Land Records. This letter is intended to amend and restate the terms agreed to in a letter dated as of November 5, 2013. If you agree to these terms, please countersign below and return a copy to me as soon as possible.

CuraLeaf is seeking the lease for purposes of producing medical marijuana. As a precondition to entry into the lease with option to purchase, CuraLeaf must seek and obtain a Producer License from the State of Connecticut's Department of Consumer Protection.

As part of the application process, GMP agrees to certify to the State Department of Consumer Protection that it consents to CuraLeaf operating a production facility on the premises as provided in the form attached to this letter.

Provided the foregoing precondition is met, the parties will enter into a lease with option to purchase under the following terms and conditions:

1. The lease shall be for the entire building and the land of 100 Grist Mill Road, Simsbury, Connecticut. See Map G11 Block 103 and Lot 005-25 of the Simsbury Tax Assessor's Records and as more particularly described in Volume 743 Page 390 of the Simsbury Land Records.

~~Mr. Daniel E. Carpenter~~

January 8, 2014

Page 2 of 3

2. The Initial lease term shall be for five (5) years from the Rent Commencement Date. The Rent Commencement Date shall be that date when all permits and approval to operate have been granted, and the appeal periods have expired, and the building has been fully vacated. GMP shall have a minimum of three (3) months but no more than six (6) months to turn over the building and land free of all other tenants or occupants.
3. ~~There shall be one 5-year renewal option.~~
4. For the first 24 months after the Rent Commencement Date, rent shall be \$60,000 per month. Thereafter rent shall be \$120,000 per month.
5. CuraLeaf shall have an exclusive option to buy the leasehold premises during the term of the lease for the sum of \$5 Million. This option may be exercised at any time during the term of the initial lease or renewal upon 30 days' prior written notice.
6. If the option is exercised in the 24-month period immediately following the Rent Commencement Date, then GMP shall be entitled to an additional sum above the \$5 Million purchase price equal to \$60,000 for each month prior to the expiration of the initial 24-months of the lease term.
7. The cost of the proposed renovations to the existing building shall be borne solely by CuraLeaf. CuraLeaf shall be responsible for utilities, maintenance and repair but not for replacement of structural items such as the roof, HVAC or foundation.
8. GMP shall pay all real estate taxes as and when due.
9. The parties agree that the lease with option to purchase shall be subordinate to any mortgage, pledge or hypothecation by GMP and it will take such measures as may be necessary to make the lease superior to any recorded pledges, mortgages, etc. as a precondition of the effectiveness of the lease with option to purchase.

Mr. Daniel E. Carpenter
January 8, 2014
Page 3 of 3

10. The parties agree that the lease with purchase option shall be construed in accordance with the laws of the State of Connecticut and shall be binding upon and inure to the benefit of GMP, CuraLeaf and their respective successors and assigns.

Sincerely,

CURALEAF LLC


Robert Blinbaum

AGREED & ACCEPTED
THIS 9th DAY OF JANUARY, 2014
SUBJECT TO REVIEW AND APPROVAL
OF LEASE WITH OPTION TO PURCHASE

GRIST MILL PARTNERS LLC


Daniel E. Carpenter

Date: 1-8-14

EXHIBIT D

From: april arrasate <core23llc@gmail.com>
Sent: Monday, February 3, 2014 1:19 PM
To: Dan Carpenter US <dcarpenter@usbgi.com>
Subject: Curaleaf Lease

Hey Old Buddy!

Good talking to you today. Here is the draft lease, please get back to me with revisions and additions. Noticeably missing is the security deposit provision as we did not discuss it in the LOI, and we need to discuss the amount. as you know time is of the essence;) I'll get back to you soon about our conversations...wishing you the best Dan, truly, I know its a rough time.

--

April Arrasate, Esq.

T: 860-620-3947

E: Core23@gmail.com

Licensed in Connecticut and South Carolina

The information being transmitted in this e-mail message is being sent by or on behalf of a lawyer and may constitute information that is privileged or confidential, or otherwise legally exempt from disclosure. This message is intended for the exclusive use of the named recipient. If you are not the named recipient or an employee or agent responsible for delivering this message to the named recipient, you are not authorized to retain, read, copy or disseminate all or any part of this e-mail message. If you have received this e-mail message in error, please notify us immediately by telephone and delete this message from your computer.

LEASE

between

GRIST MILL PARTNERS, LLC

as Landlord

and

CURALEAF, LLC

as Tenant

covering premises at

100 Grist Mill Road

Simsbury, Connecticut

Table of Contents

[to be updated]

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LEASE

This LEASE (the "Lease") is made as of the ____ of _____, 2014 (the "Effective Date") by and between GRIST MILL PARTNERS, LLC, a Delaware limited liability company, having an office at 100 Grist Mill Road, Simsbury, Connecticut 06070 (the "Landlord"), and CURALEAF, LLC a Connecticut limited liability company having an office at 145 Doubling Road, Greenwich, Connecticut (the "Tenant").

WITNESSETH:

1. LEASED PREMISES; TERM

1.1. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the space (the "Premises") consisting of: (i) the piece or parcel of land situated in the Town of Simsbury, County of Hartford and State of Connecticut more commonly known as 100 Grist Mill Road, Simsbury, Connecticut, and as more particularly described in Exhibit 1.1 attached hereto and made a part hereof, together with the easements, rights, and appurtenances thereto belonging or appertaining (the "Land"); (ii) the existing building located on the Land, together with any other improvements, fixtures, machinery or equipment and appurtenances thereto (the "Building"); and (iii) the improved parking area, walkways, accessways, driveways and landscaped and improved exterior areas located on the Land. Landlord hereby represents that the Land is a tax parcel, shown as Map G11, Block 103, and Lot 005-25 of the Simsbury Tax Assessor's Records, separate from all other tax parcels, and is a legally subdivided lot or parcel under the relevant rules and regulations of the Town of Simsbury.

1.2. Title. Except as otherwise provided in this Lease, the Premises are leased subject to the encumbrances listed on Exhibit 1.2 attached hereto (the "Permitted Encumbrances");

1.3. The Powder Forest® Business Park Covenants. The Premises are located in The Powder Forest® Business Park (the "Park") and are leased to Tenant subject to that certain Declaration of Easements, Covenants, and Restrictions Powder Forest® Business Park Simsbury, Connecticut, dated December 2, 1983, recorded in Volume 271 at Page 546 of the Simsbury Land Records, as amended and restated by a certain Amended and Restated Declaration of Easements, Covenants and Restrictions For The Powder Forest® Business Park, dated the 8th day of December, 1997, recorded in Volume 479 at 795 of the Simsbury Land Records, and as amended by Second Amendment to Declaration of Easements, Covenants and Restrictions For The Powder Forest® Business Park, dated as of the 17th day of November, 2000, recorded in Volume 533, Page 227 of the Simsbury Land Records (as so amended and restated, the "Powder Forest® Business Park Covenants").

1.4. Lease Term

1.4.1. The initial term of this Lease (the "Initial Term") shall be for a period of five (5) years commencing on the Commencement Date.

1.4.2. Tenant shall have the option to extend the term of this Lease for one (1) additional five-year period (the "Renewal Term"), commencing upon the expiration of the Initial Term and expiring at midnight on the day prior to the fifth (5th) anniversary of the commencement of the Renewal Term, upon the terms and conditions of this Lease, provided that Tenant provides Landlord with written notice of Tenant's election to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term.

1.4.3. "Term" shall mean the Initial Term and the Renewal Term.

1.4.4. "Commencement Date" shall mean the date when all state and municipal permits and approvals for the Tenant to operate its business have been granted and any applicable appeal periods therefore have expired, and the building has been fully vacated by any tenants in place on the date hereof. Landlord shall have a minimum of ninety (90) days, but no more than one hundred eighty (180) days from the Effective Date, to turn over the Premises free and clear of all other tenants or occupants.

1.4.5. "Lease Year" shall mean each twelve-month period starting with the Commencement Date.

2. RENT

2.1. Base Rent. Except as modified herein, beginning on the Commencement Date and ending on the last day of the twenty-fourth full calendar month of the Term, Tenant shall pay to Landlord rent (the "Base Rent") at the annual rate of Seven Hundred Twenty Thousand and No/100 Dollars (\$720,000.00), payable in equal monthly payments of Sixty Thousand and No/100 Dollars (\$60,000.00), in advance on the first day of each calendar month during the Term, at Landlord's address set forth above, or at such other address as Landlord may specify by written notice to Tenant from time to time. Except as modified herein, beginning on the first day of the twenty-fifth full calendar month of the Term and ending on the last day of the sixtieth full calendar month of the Term, Tenant shall pay to Landlord Base Rent at the annual rate of One Million Four Hundred Forty Thousand and No/100 Dollars (\$1,440,000.00), payable in equal monthly payments of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00), in accordance with the terms herein.

2.2. Taxes and Operating Expenses

2.2.1. Operating Expenses. Tenant covenants and agrees to pay directly during the Term of the Lease, all operating expenses of the Lease premises, including any and all Personal Property Taxes on the premises and to hold landlord harmless and indemnify it for all loss cause or damage it may suffer by reason of Tenants failure to pay said sums. Likewise Tenant shall reimburse Landlord for any real property taxes which are assessed and billed by reason of Tenant improvements to the premises which result in assessment of taxes upon the premises which are in excess of the amounts which would be due had Tenant not made such improvements.

2.2.2. Utility and Other Services. Tenant shall pay or cause to be paid, directly to the utilities and suppliers, all charges for sewer, water, electrical, janitorial, telephone, or other service used in or rendered or supplied to the Premises for Tenant's benefit throughout the Term, and to indemnify Landlord and save it harmless against any liability or damages on such account.

2.2.3. Taxes. Landlord shall pay all municipal property taxes levied upon the Lease premises, provided that it shall be reimbursed by Tenant for all amounts apportionable to Tenant improvements as provided in Section 2.2.1 of this Lease.

2.2.4. Installments. If, by law, any amount owing under this Section is payable, or may at the option of the taxpayer be paid, in installments (whether or not interest shall accrue on the unpaid balance of such amount), Tenant may pay the same (and any accrued interest on the unpaid balance of such amount) in installments as the same respectively become due, provided, however, that such amount and interest thereon shall be fully paid by Tenant no later than one (1) month prior to the expiration of the Term.

2.3. Proration. Base Rent and Additional Rent for any portion of a month during the Term shall be prorated.

3. TENANT'S RIGHT TO CONTEST TAXES

3.1. If Tenant shall at any time object to any tax imposed upon the Premises during the Term as being excessive or otherwise unjust, Tenant shall have the right but not the obligation to contest, at its expense, said tax in the manner provided by law. Any proceeding or action to contest any such tax shall, if required by law, be filed in the name of Landlord, and Landlord shall cooperate in such efforts and assist Tenant in any manner reasonably requested by it, including making available to Tenant detailed information with respect to the Premises and its tenants as any of the same may bear upon Tenant's efforts to contest such tax. All of such proceedings shall be under the direct control of Tenant and its counsel.

3.2. To the extent that Landlord incurs costs or expenses in connection with such proceedings, such reasonable actual costs or expenses shall be reimbursable to Landlord upon Landlord's submitting to Tenant its statement subject to Tenant's audit and approval, not more frequently than quarterly.

3.3. Any tax savings resulting from any such proceedings shall first be used to pay the reasonable expenses which Tenant shall incur under this Article, and the balance, if any, shall be allocated to reduce taxes for the period or periods for which the refund was obtained or to which the tax savings shall apply, in accordance with the final determination of such contest.

4. TENANT'S RIGHT TO CONTEST LAND USE

4.1. Tenant, in Tenant's reasonable judgment, shall have the right at any time to object to or commence any land use or zoning proceeding or action affecting the Premises ("Land Use Matter") during the Term. Any proceeding or action relating to any such Land Use Matter shall, if required by law, be filed in the name of Landlord, and Landlord shall cooperate in such efforts and assist Tenant in any manner reasonably requested by it, including making available to Tenant detailed information with respect to the Premises and its tenants as any of the same may bear upon Tenant's efforts. All of such proceedings shall be under the direct control of Tenant and its counsel.

4.2. To the extent that Landlord incurs costs or expenses in connection with such proceedings, such reasonable actual costs or expenses shall be reimbursable to Landlord upon Landlord's submitting to Tenant its statement subject to Tenant's audit and approval, not more frequently than quarterly.

5. OPTION TO PURCHASE

5.1. Option. Landlord hereby grants to Tenant the sole and exclusive right, privilege and option to purchase from Landlord the Premises subject to the terms and conditions set forth in this Section and in Exhibit 5.1 attached hereto and made a part hereof (the "Option").

5.2. Term of Option. The term of the Option herein granted shall commence on the Commencement Date and shall expire upon the expiration of this Lease.

5.3. Exercise of Option and Closing Date. If Tenant elects to exercise the Option, it shall do so by: (i) giving written notice thereof to Landlord prior to the expiration of the Term (the "Option Notice") and, (ii) if the Option Notice is made on or before the last day of the twenty-fourth full calendar month of the Term, delivering a fee (the "Option Fee") concurrently with the delivery of the Option Notice, which fee shall be equal to the sum obtained by multiplying (a) Sixty Thousand and NO/100 (\$60,000.00) Dollars by (b) the number of months remaining in the time period commencing on the

Commencement Date and ending on the last day of the twenty-fourth full calendar month of the Term. The Option Notice shall specify therein a date not later than one hundred twenty (120) days following the date of the Option Notice for the closing of the purchase and sale contemplated in this Option (the "Closing").

5.4. Terms of Purchase and Sale. The terms of the purchase and sale set forth in Exhibit 5.1 shall become immediately and automatically effective upon Landlord's receipt of the Option Notice.

5.5. Effect of Option. Unless the Tenant requests an assignment in its favor, this Lease will terminate as of the date of Closing, with the exception of any provisions which survive termination.

5.6. Landlord Transfers and Encumbrances. During the Term, except as provided in this Lease, Landlord shall not transfer, assign, grant, convey, encumber or permit to be encumbered in any way the Premises or this Lease (any such event, a "Prohibited Landlord Transfer") without the prior written consent of Tenant which may be withheld by Tenant in Tenant's absolute discretion. Landlord shall advise Tenant in writing of any Prohibited Landlord Transfer promptly upon learning thereof and shall also advise Tenant in writing of the proposed actions Landlord intends to take to cure the Prohibited Landlord Transfer. Notwithstanding the foregoing, Landlord reserves the right to transfer, assign, grant, convey, encumber or permit to be encumbered in any way the Premises or this Lease in connection with any utilities servicing the Premises or the Building and approved in advance by Tenant and Landlord, provided that there is no encumbrance filed in the public records of the Town or the State that would preclude Tenant from obtaining marketable title to the Premises and the Building.

6. POSSESSION

6.1. Delivery of Possession. Landlord shall deliver possession of the Premises on the Commencement Date free and clear of all occupants and tenancies.

7. USE; QUIET ENJOYMENT

7.1. Intended Uses. Tenant may use the Premises for the purpose of producing medical cannabis and related products and for any lawful purposes incidental thereto (the "Intended Uses"). Landlord and Tenant agree that the term "lawful purposes" shall mean all uses permitted by local and state laws, including without limitation Connecticut General Statutes § 21a-408 *et seq.*, which purposes and uses shall not be limited by federal laws. Tenant shall not use the Premises for any other purpose whatsoever except with the prior written consent of Landlord.

7.2. Quiet Enjoyment. Landlord covenants it has good and sufficient title to the Premises and full right and authority to make this Lease. Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold and enjoy the Premises hereby demised, subject to the terms and conditions of this Lease.

7.3. Warranties on Use. Landlord further represents and warrants that the Premises lawfully may be used for the Intended Uses, and that the Certificate of Occupancy covering the Premises and existing local and state laws, statutes and ordinances, including zoning laws and ordinances, lawfully permit the Intended Uses. If any future laws or ordinances prevent Tenant from using the Premises for the Intended Uses, Tenant shall have the right to terminate this Lease, unless Landlord promptly at its expense takes all necessary action to permit Tenant to continue using the Premises for the Intended Uses.

8. COMPLIANCE WITH LAWS

8.1. Landlord's Compliance. Landlord represents and warrants that on the Commencement Date the Premises will comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction thereof (individually called "Law," collectively called "Laws"), including without limitation, fire, environmental, health, and safety Laws. Landlord shall at its expense promptly comply with all Laws to which the Premises may be subject during the Term (other than compliance required by reason of Tenant's particular and unique manner of use of the Premises), including, without limitation, Laws requiring the making of any structural repairs, modifications, capital expenditures or improvements. Any Law requiring the installation of sprinklers, fire-retarding or compartmentalizing walls, or fire detection or extinguishing equipment in the Premises, shall be complied with by Landlord at its sole expense.

8.2. Landlord's Failure to Comply. If Landlord's failure to comply promptly with any Law results in interference with Tenant's business operations or in potential liability, legal action, or danger to the health, safety or welfare of Tenant or its employees or invitees, Tenant shall have the right, after written notice to Landlord, to comply with such Law, and Landlord shall promptly reimburse Tenant for Tenant's costs of such compliance. If Landlord fails to reimburse Tenant for such costs within thirty (30) days after Tenant's invoice therefor to Landlord, Tenant shall have the right to deduct such amounts from Rent and Additional Rent, if any, payable under this Lease.

8.3. Toxic Materials or Substances Warranty. Landlord warrants and represents that no part of the Premises, including without limitation, the walls, ceilings, building ventilation system, structural steel, flooring, pipes or boilers, is wrapped, insulated, fireproofed or surfaced with any toxic, hazardous, or unlawful substance or material that might be harmful or injurious to the health, safety or welfare of Tenant or its employees or invitees, including, without limitation, asbestos or formaldehyde.

8.4. Tenant's Use of Premises Impaired. Except as otherwise provided in this Lease, Tenant shall have no claim against Landlord for any damages should Tenant's use and occupancy of the Premises for the purpose set forth in this Lease be prohibited or substantially impaired by reason of any law, ordinance or regulation of federal, state, county or municipal governments or by reason of any act of any legal or governmental or other public authority.

8.5. Tenant's Compliance. During the Term, with respect to the Premises, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all state and municipal authorities having jurisdiction thereof which impose any duty arising out of Tenant's particular and unique manner of use of the Premises. Tenant and Landlord acknowledge and agree that the Intended Uses are governed by Connecticut General Statutes § 21a-408 *et seq.*, and, as such, with respect to Tenant's use of the Premises, Tenant's compliance with Laws shall extend only to state and municipal laws, and shall not be limited by federal law. Tenant shall not be responsible for correcting any condition or violation of Law existing as of the Commencement Date. Tenant shall have the right to protest the application to it of any Law with which it is required to comply pursuant to this Lease.

9. REPAIRS AND MAINTENANCE

9.1. Tenant's Obligations.

9.1.1. Except for those matters that are within Landlord's obligation pursuant to this Lease, Tenant shall (i) maintain and repair the heating, ventilation and air conditioning systems serving the Building in good working order and condition, (ii) maintain and repair the electrical, plumbing and other systems (including special purpose systems installed by Tenant for Tenant's sole use) serving the

Building in good working order and condition, and (iii) maintain and repair the Premises and every part thereof (including fixtures and equipment therein, and interior walls, floors and ceilings), in good and orderly condition and repair (reasonable wear and tear excepted). With the exception of the heating, ventilation and air conditioning systems, if any such repair is required by reason of the negligence or intentional wrongful acts or omissions of Tenant or of any of its contractors, employees or customers or other person using the Premises with Tenant's consent, or Tenant's failure to perform any of its obligations under this Lease, then Landlord may, at its option, make such repair and add the cost thereof to the Rent which shall thereafter become due. Landlord agrees that Tenant shall have unrestricted access, without prior consent of Landlord, to the roof for the purposes of carrying out Tenant's obligations set forth in this Section. Tenant's obligations under this subsection are subject to Landlord's maintenance and repair obligations under Section 9.2.1 and the provisions of Sections 16 and 17 of this Lease.

9.1.2. All material and labor supplied by Tenant in performing its obligations under this subsection shall be of the kind and quality at least equal to the original work.

9.1.3. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, or if such repairs are of a nature that they cannot be completed within thirty (30) days, then if Tenant, within such thirty (30) day period has not commenced such repair or having commenced such repairs, thereafter fails to diligently complete such repairs, then Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord, as Additional Rent, upon demand, the reasonable cost of such repairs plus interest from the date of payment by Landlord until repaid by Tenant.

9.1.4. Notwithstanding anything herein to the contrary, Tenant shall not be responsible for replacement of any structural item, including without limitation, all equipment, facilities, pipes, lines and systems (including without limitation the heating, ventilation and air conditioning systems) serving the Premises and the Building, and all interior and exterior and structural elements of the Building, including without limitation, the doors, walls, windows, glass, ceilings, floors, foundation, and roof.

9.2. Landlord's Obligations.

9.2.1. Landlord shall keep and maintain the Land and all structural items, including without limitation, all equipment, facilities, pipes, lines and systems (including without limitation the heating, ventilation and air conditioning systems) serving the Premises and the Building, and all interior and exterior and structural elements of the Building, including without limitation, the doors, walls, windows, glass, ceilings, floors, foundation, and roof, in good order, condition, and repair and in such order, condition and repair as required by the Intended Uses and as shall be required by all applicable laws and all requirements of insurance carriers and any applicable Board of Underwriters, Rating Bureau or similar body, making all necessary repairs and replacements required in connection therewith. Landlord's obligations under this subsection are subject to Tenant's maintenance and repair obligations under Section 9.1.1 and the provisions of Sections 16 and 17 of this Lease.

9.2.2. In carrying out any work required or authorized pursuant to this Lease, Landlord shall use best efforts to avoid unreasonable interference or interruption of Tenant's business operations and Tenant's use and enjoyment of the Premises. Subject to that obligation, (i) Landlord may, during the progress of any work in or on the Premises authorized pursuant to this Lease, keep and store upon the Premises all necessary materials, tools and equipment without the same constituting a constructive eviction of Tenant in whole or in part, (ii) the Rent shall not abate while any such work is in progress by reason of loss or interruption of Tenant's business or otherwise, (iii) Landlord shall not be liable for

inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the performance of any such work or on account of bringing materials, supplies and equipment into or through the Premises during the course of any such work in or on the Premises (except to the extent cause by Landlord's negligence or intentional wrongful acts or omissions), and (iv) the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever.

9.2.3. If any repairs or replacements required to be made by Landlord hereunder are not made within thirty (30) days after written notice delivered to Landlord by Tenant, or if such repairs are of a nature that they cannot be completed within thirty (30) days, then if Landlord, within such thirty (30) day period has not commenced such repair or having commenced such repairs, thereafter fails to diligently complete such repairs, then Tenant may, at its option, make such repairs without liability to Landlord for any loss or damage which may result by reason of such repairs, and Tenant shall have the right to deduct the costs of such work from the Base Rent and Additional Rent payable under this Lease.

10. SERVICES

10.1. Services Supplied. Landlord shall furnish heating, ventilation, and air-conditioning, electrical energy, electric current, water, plumbing, sewer and other utilities to the Premises and the Building during days of the week and hours of the day as Landlord and Tenant may reasonably agree and from time to time establish. However, payment for all such expenses and all utilities shall be the responsibility of Tenant pursuant to Section 2.2 of this Lease. All such services shall be supplied at levels appropriate for, and required by, the Intended Uses. Notwithstanding anything to the contrary, Tenant shall furnish the security system for the Premises and the Building.

10.2. Electrical Capacity. Landlord represents and warrants that the building electrical system is sufficient to supply electric current (i) for lighting and the operation of Tenant's Intended Uses and (ii) heating, ventilation and air conditioning required for the Intended Uses.

10.3. Failure of Services or Repairs. Notwithstanding anything to the contrary set forth in this Lease:

10.3.1. If there is any material slow-down, interruption or stoppage of any of the heating, ventilation, and air-conditioning, water, plumbing, electrical energy, electric current, and sewer or if Landlord fails to make any repairs or replacements required to be made by Landlord pursuant to this Lease, and Landlord has failed to commence to cure or remedy such problem within three (3) days after Tenant's written notice thereof, or if Landlord should fail thereafter to proceed diligently to remedy such problem or make such repairs, then Tenant shall have the right, but not the obligation:

10.3.1.1. to abate the Base Rent and Additional Rent one day for every one day the material slow-down, interruption or stoppage continues in proportion to the affected portion of the Premises until the problem is fully cured or remedied; and/or

10.3.1.2. to take reasonable corrective measures to remedy the problem and insure proper operating conditions in the Premises, including having the necessary work performed by a responsible contractor.

10.3.2. In the case of air-conditioning, heating, electricity or plumbing, the three (3) days specified in the preceding paragraph shall be reduced to one (1) day after written notice to Landlord of such problem, and in case of emergency it shall be immediately after Tenant uses reasonable efforts to notify Landlord verbally.

10.3.3. If Tenant has elected to have the work performed, then Landlord shall promptly reimburse Tenant for the cost of such work and repairs. If Landlord fails to reimburse Tenant within thirty (30) days after receipt of Tenant's invoice, Tenant shall have the right to deduct the costs of such work from the Base Rent and Additional Rent payable under this Lease.

10.3.4. If any such slow-down, interruption, or stoppage of services or repairs continues for a period of thirty (30) days after Tenant's written notice thereof to Landlord, Tenant shall have the right, but not the obligation, to terminate this Lease, effective as of the date set forth in Tenant's notice to Landlord.

10.4. Rubbish Removal and Storage. Tenant shall keep all garbage and refuse in the types of containers reasonably specified by Landlord, and shall keep all refuse inside the Premises prepared for collection in the manner reasonably specified by Landlord. In the event that Landlord provides a service for the pick-up of refuse and garbage, Tenant shall use the same at Landlord's cost.

11. ALTERATIONS

11.1. Upon full execution of this Lease, and in accordance with the terms of this Lease, Tenant shall diligently pursue obtaining all necessary building permits, licenses and other governmental approvals necessary in connection with the build-out of the plans attached hereto as Exhibit 11, which plans conform to the special permit approval obtained by Tenant from the Town of Simsbury and the medical marijuana production facility license issued by the State of Connecticut Department of Consumer Protection to Tenant ("Tenant's Initial Alterations"). Notwithstanding anything herein to the contrary, upon execution of this Lease, Landlord is deemed to have approved all plans in connection with Tenant's Initial Alterations.

11.2. Tenant, at its sole cost and expense, shall have the right, during the Term of this Lease, to make such alterations, changes and/or improvements (individually and collectively, "Alterations") to the interior of the Premises as Tenant may deem necessary for its use and business; provided, however, Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned, shall be obtained prior to (i) any Alterations to the interior costing in excess of \$20,000 in any twelve-month period; (ii) any Alterations to the interior visible from the exterior of the Premises; (iii) any structural Alterations; (iv) any Alterations to any interior walls (whether or not load-bearing); (v) any Alterations to any electrical, plumbing or mechanical systems, including, but not limited to, the heating, ventilating and air conditioning systems, costing in excess of \$75,000 in any twelve-month period; (vi) any increase in the size of the Premises (including, but not limited to, the construction or expansion of any mezzanine); or (vii) any work on or affecting the roof of the Premises (including, but not limited to, the replacement of a heating, ventilating and air conditioning unit). Additionally, in connection with any Alterations by Tenant, Tenant, at its sole cost and expense, shall (a) timely secure all building permits, licenses and other governmental approvals necessary for the performance and completion of its Alterations (and provide Landlord with copies of all such documents); (b) otherwise comply with all Laws relating to the performance and completion of said Alterations; (c) provide and pay for all water, sewer, electricity, heat and any other utilities used by Tenant or its agents for the performance of Alterations on the Premises; (d) prior to the commencement of Alterations, obtain all insurance coverage required under this Lease (together with workers' compensation insurance as required by Laws); (e) ensure that all materials, equipment and appliances used in Alterations and all trade fixtures installed are new and first quality items; and (vi), if applicable, complete such Alterations in accordance with plans and specifications approved by Landlord. Tenant shall not employ any unfit person or anyone not skilled in the job he is performing and, if applicable, Tenant shall name Landlord a party beneficiary in the above mentioned insurance. Except as set forth herein, Tenant shall not be permitted to make any Alterations to the exterior of the Premises. Notwithstanding the foregoing, nothing herein shall require Tenant to repair, maintain, or replace any or all of the mechanical or structural elements of the Premises and Building that are included in Landlord's obligations under Section 9.2 of this Lease.

11.3. In connection with any Alterations with respect to which Landlord's prior consent is required pursuant to this Section, Tenant shall (i) prepare, at its sole cost and expense, complete plans and specifications for all such Alterations (the "Plans"), (ii) have the Plans signed and sealed by Tenant's licensed architect, and (iii) submit the Plans to Landlord or Landlord's designated representative for approval, which approval shall not be unreasonably withheld, conditioned or delayed, prior to commencement of any Alterations. If Landlord does not provide approval within ten (10) days after receipt of the Plans, Landlord shall be deemed to have approved the Plans.

11.4. Construction Standards. All construction work done by Tenant or Landlord within the Premises or in the Building shall be performed in good workmanlike manner in compliance with all governmental requirements and Laws, in compliance with all the provisions of this Lease and at such times and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Building.

11.5. Signs. Tenant will not place or suffer to be placed or maintained on the exterior of the Premises or Building any sign, lettering, advertising matter or similar thing of any kind, and will not place or maintain any sign, lettering, advertising matter, decoration or similar thing on any door or window of the Premises without first obtaining Landlord's written approval therefor, which approval shall not be unreasonably withheld, delayed or conditioned. Tenant will maintain any such approved sign, lettering, advertising matter, decoration or similar thing in good condition and repair at all times (reasonable wear and tear excepted). Tenant understands and agrees that all signs installed by or on its behalf must also be reviewed and approved by the Town of Simsbury, at Tenant's cost and expense, and must be permitted under the Powder Forest® Business Park Covenants. If Tenant shall do any of the foregoing acts in contravention of this provision, then Landlord shall have the right to remove any such sign, lettering, advertising matter, decoration or similar thing, and restore the affected portion of the Building to the condition thereof prior to such act, and the cost of such removal and restoration shall be paid by Tenant as an additional charge. Notwithstanding the foregoing, Tenant shall be entitled to install signage at its sole cost and expense affixed to the exterior of the Building above the main entrance to the Premises provided: (i) Tenant obtains Landlord's prior written consent (which shall not be unreasonably withheld, delayed or conditioned), (ii) such signage is authorized by applicable laws and ordinances, and (iii) such signage is in compliance with the Powder Forest® Business Park Covenants. Tenant agrees to diligently pursue, and to cause its agents to diligently pursue, all necessary permits to install signage approved by Landlord pursuant to this Section (or not required to be approved) on the exterior of the Building, including the obtaining of a sign variance if necessary, and Landlord shall cooperate with Tenant in obtaining all necessary permits and the installation of this signage, provided such efforts on the part of Landlord do not entail unusual or unreasonable costs or expenses or require Landlord to undertake or participate in litigation or similar proceedings. Landlord agrees that, so long as Tenant or any Affiliate of Tenant occupies space in the Building, the monument sign located at the intersection of Grist Mill Road and the entrance drive on the Real Property shall contain no lettering other than "100 Grist Mill".

12. SURRENDER

12.1. At the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises, reasonable wear and tear excepted or in its "as-is" condition if this Lease has been terminated in accordance with Sections 16 and 17. All improvements made by Tenant to the Premises which are so attached that they cannot be removed without material injury to the Premises shall remain at the Premises and become the property of Landlord upon termination of this Lease. If Landlord shall require Tenant to remove any other items that are movable at the termination of the Term, Landlord shall give Tenant notice of such requirement at the time that such items are installed. Otherwise, Tenant may at its option either abandon in place or remove any improvements, fixtures, trade fixtures, paneling, floor covering, equipment, or partitions installed at its expense, provided that it repairs any damage caused by such removal or pays Landlord the reasonable, actual cost of such repair.

13. SUBLETTING, ASSIGNMENT, HYPOTHECATION AND TRANSFER OF LEASE

13.1. Related Companies. Tenant shall have the right, without Landlord's consent, to assign this Lease, grant possession to, or sublet all or any portion of the Premises to any Affiliate. An "Affiliate" shall mean any entity which controls, is controlled by, or is under common control with Tenant, or any entity resulting from a merger or consolidation with Tenant, or which acquires all or substantially all Tenant's assets.

13.2. Transfer; Required Consent. Tenant shall not have the right to transfer, assign, sublet, enter into license or concession agreements, change ownership of, mortgage or hypothecate ("Transfer") this Lease or Tenant's interest in and to all or any part of the Premises or the Building without first procuring the written consent of Landlord, which consent Landlord shall not be unreasonably withhold, delay, or condition. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. If this Lease be assigned or if the Premises or any part thereof be occupied by anybody other than Tenant, Landlord may collect rent from the assignee or occupant and apply the net amount collected to the rent reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, subtenant or occupant as Tenant. No assignment or sublease shall affect or reduce any of the obligations of the assigning Tenant hereunder and all such obligations shall continue in full force and effect as obligations of Tenant as if no assignment or sublease had been made and the assigning Tenant and any assignee shall be jointly and severally liable for all obligations of Tenant pursuant to this Lease. Notwithstanding any assignment or subletting Tenant shall continue to remain liable and responsible for the payment of the Basic Rent and Additional Rent and the payment and performance of all its other obligations under this Lease.

13.3. Transfer Documentation. Each Transfer to which there has been consent shall be by an instrument in writing in form reasonably satisfactory to Landlord, and shall be executed by Tenant and the transferee, assignee, sublessee, licensee, concessionaire or mortgagee ("Transferee") in each instance, as the case may be. Each Transferee shall agree in writing for the benefit of Landlord herein to assume, to be bound by, and to perform the provisions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Section shall operate to prevent any such Transfer from becoming effective.

13.4. Failure to Consent. If Landlord elects to withhold its consent to any specific Transfer, it shall simultaneously specify in a detailed written notice to Tenant the reasons for such denial. If Landlord unreasonably withholds consent to any assignment or subletting, in addition to its other rights by law or statute, Tenant shall have the right, but not the obligation, to terminate this Lease effective as of the date set forth in Tenant's notice, and in such event Tenant shall be released from liability under this Lease from and after the date of such termination.

14. INDEMNIFICATION AND INSURANCE

14.1. Tenant Indemnity. Except for the negligence or intentional wrongful acts or omissions of Landlord, its agents, contractors or employees, Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury or property damage arising from or out of the occupancy or use by Tenant, its agents, contractors or employees of the Premises or the Building. In the event that Landlord shall, without fault on its, part be made a party to any litigation commenced by or against Tenant on account of the occupancy or use by Tenant, its agents, contractors or employees of the Premises or the Building, Tenant shall protect and hold Landlord harmless and shall pay all Landlord's reasonable costs, expenses and attorneys' fees in connection therewith.

14.2. Tenant Insurance. At all times during the Term, Tenant shall pay all premiums for and maintain in effect with an insurance company or companies reasonably acceptable to Landlord, policies of insurance for the benefit of Landlord and Tenant, as their interests may appear, as follows:

14.2.1. Insurance covering Tenant's trade fixtures, furniture, furnishings, equipment and other installations of Tenant not otherwise covered under Landlord's insurance coverage as described in Section 14.5 herein providing protection to the extent of not less than the full replacement cost thereof against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief," and insurance covering sprinkler leakage; and

14.2.2. Automobile Liability Insurance, covering all owned and hired automobiles to be used by Tenant for business purposes, should be procured with the following minimum limits: Bodily Injury and Property Damage \$1,000,000 each occurrence, \$1,000,000 aggregate.

14.3. Tenant will furnish to Landlord prior to Tenant entering on the Premises copies of policies or certificates of insurance evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel, fail to renew or materially change the coverage of said policy or policies without first giving ten (10) days' prior written notice thereof to Landlord.

14.4. Landlord Indemnity. Except for the negligence or intentional wrongful acts or omissions of Tenant, its agents, contractors or employees, Landlord shall indemnify Tenant and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury or property damage arising from or out of the occupancy or use by Landlord its agents, contractors or employees of the Premises or the Building. In the event that Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord on account of events concerning the occupancy or use by Landlord its agents, contractors or employees of the Premises or the Building, Landlord shall protect and hold Tenant harmless and shall pay all Tenant's reasonable costs, expenses and attorneys' fees in connection therewith.

14.5. Landlord's Insurance. Landlord shall keep the Land and Building and the fixtures appurtenances and equipment therein (other than Tenant's property) insured in the name and for the benefit of Landlord and the holders of mortgages on the Land and Building as their interests may appear, against all risks normally insured against in the usual fire and extended coverage policies written in Connecticut, including vandalism and malicious mischief, in an amount at least equal to one hundred percent (100%) of the full insurance replacement value thereof, exclusive of foundations, with a deductible of no less than One Thousand and 00/100 Dollars (\$1,000.00). Landlord shall further carry comprehensive general liability insurance in an amount of not less than Two Million Dollars (\$2,000,000) for injury or loss of life to one person in one accident and not less than Two Million Dollars (\$2,000,000) for property damage in any one occurrence in or about the Premises.

14.6. Waiver of Subrogation. Notwithstanding anything to the contrary in this Lease, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other or their agents, officers, partners, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Premises, the Building, improvements or fixtures therein or thereon, or any personal property within the Premises, from any cause whatsoever which would be covered by an insurance required to be carried by Tenant or Landlord pursuant to this Section, or which actually is insured against under the terms of an all-risk fire and extended coverage insurance policy, regardless of cause or origin, including the negligence of Landlord or Tenant or their agents, officers, partners, representatives, servants, employees, contractors, or invitees.

15. FIT-OUT OF PREMISES.

15.1. Construction Costs. All construction costs associated with Tenant's Initial Alterations are to be borne by Tenant. Tenant shall, with due diligence, undertake Tenant's Initial Alterations and perform such other work as shall be necessary or appropriate in order to prepare the Premises for Tenant's occupancy. Prior to commencing any such work on the Premises, Tenant shall notify Landlord in writing of all contractors, subcontractors, material men and other workers or persons who Tenant shall employ, use or hire to perform the Tenant's Initial Alterations at or to the Premises.

15.2. Discharge of Liens. Tenant shall keep the Premises and the Land free of mechanics' or other liens by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien or notice thereof shall at any time be filed, then Tenant shall procure the release or discharge of the lien within ninety (90) days either by payment or in such other manner as may be prescribed by law or bond over to the reasonable satisfaction of the Landlord, and shall hold Landlord harmless from and indemnified against any loss or damage related to the lien. If Tenant shall fail to discharge any lien, then, in addition to any other right or remedy of Landlord resulting from such default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien in such manner as is, or may be, prescribed by law. Tenant shall repay Landlord, as Additional Rent, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Section, including interest and the costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith.

16. DAMAGE AND DESTRUCTION

16.1. Partial Damage. In the event that the Premises shall be partially damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord as quickly as possible, but in no event later than thirty (30) days the date of damage, and the Base Rent and Additional Rent shall be abated and apportioned from the date of such damage until such repairs are fully completed, according to the affected portion of the Premises; provided, however, in respect of such alterations, decorations, additions and improvements, originally made or installed by Tenant at Tenant's expense, as shall have been damaged by such fire or other casualty and which (in the reasonable judgment of Landlord) can more effectively be repaired as an integral part of the repair work on the Premises, that the repairs to such Tenant's alterations, decorations, additions and improvements shall be performed by Landlord but at Tenant's expense, subject to Tenant's prior written approval. All repairs to and replacements of property that Tenant is entitled to remove as provided in Section 12 of this Lease shall be made by and at the expense of Tenant. Notwithstanding the foregoing, if Landlord or any mortgagee of the Building or the Land shall be unable to collect the insurance proceeds (including rent insurance proceeds) applicable to such damage because of some negligent action or negligent inaction on the part of Tenant, or the employees, licensees or invitees of Tenant, the cost of repairing such damage shall be paid by Tenant and there shall be no abatement of rent. Landlord shall not be liable for delays in the making of any such repairs which are due to governmental regulation, casualties and strikes, unavailability of labor and materials, and other causes beyond the reasonable control of Landlord, nor shall Landlord be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from delays, beyond the reasonable control of Landlord, in repairing such damage. If any part of the Premises shall have been permanently rendered unfit for use and occupation hereunder by reason of such damage, the Base Rent and Additional Rent shall be abated according to the nature and extent to which the Premises shall have been so rendered unfit. Promptly after the casualty Landlord shall begin and shall thereafter diligently pursue to completion the work required to restore the Premises to the condition they were in immediately prior to the occurrence of the casualty so the Premises are again fully usable for the Intended Uses.

16.2. Restoration Notice. Landlord shall notify Tenant in writing within fifteen (15) days after the casualty stating its best estimation of how long the restoration of the Premises will take. If (i) Landlord fails to notify Tenant within the fifteen (15)-day period; or (ii) Landlord notifies Tenant within such period that the Premises cannot be fully restored within sixty (60) days from such casualty; or (iii) within sixty (60) days after the casualty the Premises have not yet been fully restored; then in any of such cases Tenant may, at its option, either (i) elect to exercise the Option or (ii) terminate this Lease by a written notice to Landlord not later than fifteen (15) days after the expiration of said sixty (60) days, in which event this Lease shall terminate as of the effective date set forth in Tenant's notice to Landlord and the Base Rent and Additional Rent shall continue to be apportioned according to the affected portion of the Premises until the effective date of cancellation, and shall cease as of such effective date. In such event Landlord shall promptly refund to Tenant any Base Rent or Additional Rent paid in advance.

16.3. Casualty During Last Twelve Months. If (i) the Premises are so damaged by fire or other casualty (whether or not insured) at any time during the last twelve (12) months of the Term or any extension or renewal, and the cost to repair such damage is reasonably estimated to exceed one-half of the total yearly rent payable hereunder for the period from the estimated date of restoration until the Expiration Date, or (ii) the Building (whether or not including any portion of the Premises) is so damaged by fire or other casualty (whether or not insured) that substantial alteration or reconstruction or demolition of the Building shall in Landlord's reasonable judgment be required, then and in either of such events, Landlord shall deliver a notice to Tenant to provide an explanation of the same (the "Significant Casualty Notice") and, upon receipt of such Significant Casualty Notice, Tenant may, at its option, either (i) elect to exercise the Option or (ii) terminate this Lease by a written notice to Landlord which shall be given by Tenant to Landlord within sixty (60) days following such fire or other casualty, the effective termination date which shall be not less than thirty (30) days after the day on which such Significant Casualty Notice is received by Tenant. In the event of any termination, this Lease and the Term shall expire as of such effective termination date as though that were the Expiration Date and the Rent shall be apportioned as of such date; and if the Premises or any part thereof shall have been rendered unfit for use and occupation by reason of such damage the rent for the period from the date of the fire or other casualty to the effective termination date, or a just and proportionate part thereof, according to the nature and extent to which the Premises shall have been so rendered unfit, shall be abated. The proceeds of any insurance carried by Landlord and the rights of Landlord and Tenant under this Section to such proceeds shall at all times be subject and subordinate to the rights of the holder of any first mortgage on the Land and Building.

16.4. Total Destruction. If the Premises are totally damaged by fire or other casualty or rendered substantially unusable for the Intended Uses, this Lease shall terminate as of the date of such casualty at the election of either party, written notice of such election to be given to the other party within thirty (30) days after such casualty, provided that Tenant's prior to any such termination Tenant shall first have the opportunity to exercise the Option. In the event of any such casualty, Base Rent and Additional Rent shall cease as of the date of such casualty, and Landlord shall refund to Tenant any Base Rent or Additional Rent paid in advance. If neither party elects to terminate this Lease, Landlord shall rebuild and restore the Premises as quickly as possible to the condition they were in immediately prior to the occurrence of the casualty, provided that if the Premises are not fully restored within ninety (90) days from the date of the casualty, Tenant shall have the option, but not the obligation, to either (i) exercise the Option or (ii) terminate this Lease.

17. CONDEMNATION

17.1. Entire Taking. In the event that the whole of the Premises shall be taken under the power of eminent domain, this Lease shall thereupon terminate as of the date possession shall be so taken.

17.2. Partial Taking of Building. If more than twenty percent (20%) the floor area of the Building, whether or not any portion of the Premises is taken as aforesaid, or more than forty percent (40%) of parking spaces on the Land shall be taken as aforesaid, then Tenant may, by written notice to Landlord, either (i) elect to exercise the Option or (ii) terminate this Lease. The termination shall be effective as of the date possession is taken.

17.3. Partial Taking of Premises. In the event that a portion of the Premises shall be taken under the power of eminent domain, Tenant may, by written notice to Landlord, either (i) elect to exercise the Option or (ii) terminate this Lease within six (6) months of the taking date. In the event that this Lease is not so terminated, Landlord shall, upon receipt of the award in condemnation, restore the reduced Premises as far as practicable to the condition existing just prior to such taking, and the Base Rent and Additional Rent shall thereafter be equitably abated, but Landlord shall not be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation that is free and clear to Landlord of any collection by mortgagees. Tenant, at its own cost and expense shall, restore all exterior signs, trade fixtures, equipment, furniture, furnishings and other installations of personalty of Tenant which are not taken to as near its former condition as the circumstances will permit. In the event of a Partial Taking, all provisions of this Lease shall remain in full force and effect.

17.4. Condemnation Award. In the event the Premises or any part thereof shall be taken or condemned for any public or quasi-public use or purpose by any competent authority in condemnation proceedings or by any right of eminent domain, the entire award for the Land and the Building shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant. Notwithstanding the foregoing, Tenant shall have the right to appear at any condemnation proceeding to claim any separate award with respect to the value of Tenant's fixtures, improvements, furniture, partitions, equipment, relocation expenses, and loss of business.

17.5. Temporary Taking. If there is a taking of the Premises for temporary use arising out of a temporary emergency or other temporary situation, this Lease shall continue in full force and effect, and Tenant shall continue to comply with Tenant's obligations under this Lease, except to the extent compliance shall be rendered impossible or impracticable by reason of the taking, and Tenant shall be entitled to the award for its interest.

18. PARKING

18.1. Tenant shall have the right as part of the rental payable hereunder, to use all of the parking spaces on the Premises for use by Tenant's employees, customers and invitees.

19. ACCESS

19.1. In accordance with Connecticut General Statutes § 21a-408 *et seq.* and its implementing regulations (*see* Regulations of Connecticut State Agencies § 21a-408-1 to 70), neither Landlord nor its representatives shall be allowed on or in the Premises, the Land, or the Building.

20. COVENANT NOT TO SUBORDINATE

20.1. Landlord agrees that it shall not cause this Lease to be subject and subordinate to the lien of any mortgage, pledge, hypothecation or underlying leases that may now or hereafter affect the Land, Premises, or Building.

21. HOLDING OVER

21.1. If Tenant remains in possession of the Premises after the expiration of the Term or any extension or renewal thereof without agreement of the parties, such possession shall be as a month-to-month tenant, at a monthly Base Rent equal to 125% of the monthly Rent payable during the last month of the preceding term, as liquidated damages. In no event shall this Lease renew for any term other than month-to-month by reason of such holding over, unless by written agreement between Landlord and Tenant.

22. DEFAULT

22.1. Tenant Default. The following events shall each be deemed a “Tenant Default” under this Lease:

22.1.1. The failure of Tenant to pay any installment of Base Rent or Additional Rent within fifteen (15) days after Tenant's receipt of prior written notice of such failure from Landlord;

22.1.2. Tenant's license obtained from the Connecticut Department of Consumer Protection under Connecticut General Statutes § 21a-408 *et seq.* shall be revoked, expire or otherwise be terminated or suspended by the Connecticut State Department of Consumer Protection, provided that any remedies available to Landlord by reason of default under this Section shall be stayed throughout the entirety of all administrative and judicial appeal proceedings and applicable appeal periods related to said license;

22.1.3. The occurrence of (i) an Event of Bankruptcy or (ii) any failure by Tenant to perform any obligation under this Lease where such Event of Bankruptcy or failure to perform any obligation under this Lease shall continue for more than thirty (30) days after Landlord's written notice of such event or failure (the “Default Notice”) is received by Tenant and Tenant shall fail to provide a response to the Default Notice specifying the actions undertaken or to be undertaken to effect a cure within thirty (30) days after receipt of the Default Notice, or shall respond to the Default Notice but shall fail to effect the cure specified in such response, shall be an event of default by Tenant; provided, however, that Tenant shall not be in default with respect to any matter referred to in a Default Notice which is susceptible of cure but cannot be reasonably cured within said thirty (30)-day period, so long as Tenant responds to the Default Notice and sets out a reasonable plan and schedule to effect a cure and thereafter makes reasonable efforts to complete the same in accordance with such schedule. “Event of Bankruptcy” shall mean any of the following: (a) if a receiver or custodian is appointed for all or a substantial portion of Tenant's property or assets, which appointment is not dismissed within one hundred eighty (180) days; (b) if Tenant files a voluntary petition under the United States Bankruptcy Code or any other bankruptcy or insolvency laws, which petition is not withdrawn within thirty (30) days; (c) if there is an involuntary petition filed against Tenant as the subject debtor under the United States Bankruptcy Code or any other bankruptcy or insolvency laws, which is not dismissed within one hundred eighty (180) days of filing, or which results in the issuance of an order for relief against the debtor; or (d) if Tenant makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors, which assignment is not withdrawn in thirty (30) days.

22.2. Landlord Remedies.

22.2.1. Except as otherwise provided in this Lease, and subject to the provisions of Section 26.8 of this Lease, if a Tenant Default occurs, Landlord shall be entitled to pursue its rights and remedies pursuant to this Lease or as may otherwise be available at law or in equity.

22.2.2. Late Charges; Dishonored Checks. If any Rent (or any installment thereof) required to be paid to Landlord under this Lease is not paid in full within fifteen (15) days after Tenant's receipt of prior written notice of such failure from Landlord, or if any payment required to be made to Landlord under this Lease on demand is not paid in full within fifteen (15) days after demand, then (a) a late fee equal to five percent (5%) of the overdue amount shall be immediately due and payable by Tenant as Additional Rent, and (b) at Landlord's option, interest shall accrue on the overdue amount, from the due date thereof until the date of payment, at the lesser of (i) twelve percent (12%) per annum, or (ii) two percentage points (2%) above the Prime Rate in effect on the due date thereof; provided, however, that in no event shall that interest rate exceed the highest rate per annum permitted by applicable law. Any such interest shall be due and payable on demand. This provision, or payment by Tenant hereunder, or action taken by Landlord hereunder shall not diminish or abrogate Tenant's duty to pay Rent when due, or Landlord's rights to declare an event of default for late payment as provided elsewhere in this Lease. "Prime Rate" shall mean, as of the date of any determination thereof pursuant to this Lease, the prime rate most-recently published in the Money Market Column of *The Wall Street Journal*.

22.2.3. If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its option, may require that all payments by Tenant to Landlord over the succeeding twelve (12) months be made by certified check or wire transfer. Tenant shall also be responsible for all costs and fees incurred by Landlord in connection with a dishonored check. Landlord's exercise of the remedies available to it under this Section shall not preclude Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law, or in equity (including, but not limited to, the late charge provided for in Section 22.2.2 above).

22.3. Re-Letting; Landlord's Damages. Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to relet the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the Term) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable and upon each such reletting all rentals received by Landlord from such reletting shall be applied (a) first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, (b) second, to the payment of the cost of any such alterations and repairs, and (c) third, to the payment of Rent due and unpaid hereunder, and any amount remaining shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than the Rent to be paid during that month by Tenant hereunder, then Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly directly from the Tenant.

22.4. Landlord Events of Default. The following events shall each be deemed a "Landlord Default" under this Lease:

22.4.1. The occurrence of an (i) Event of Bankruptcy or (ii) any failure by Landlord to perform any obligation under this Lease where such event or failure shall continue for more than thirty (30) days after Tenant's written notice of such event or failure (the "Default Notice") is received by Landlord and Landlord shall fail to provide a response to the Default Notice specifying the actions undertaken or to be undertaken to effect a cure within thirty (30) days after receipt of the Default Notice, or shall respond to the Default Notice but shall fail to effect the cure specified in such response shall be an event of default by Landlord; provided, however, that Landlord shall not be in default with respect to any matter referred to in a Default Notice which is susceptible of cure but cannot be reasonably cured within said thirty (30)-day period, so long as Landlord responds to the Default Notice and sets out a reasonable plan and schedule to effect a cure and thereafter makes reasonable efforts to complete the same in accordance with such schedule. "Event of Bankruptcy" shall mean any of the following: (a) if a receiver or custodian is appointed for all or a substantial portion of Landlord's property or assets, which appointment is not dismissed within one hundred eighty (180) days; (b) if Landlord files a voluntary petition under the United States Bankruptcy Code or any other bankruptcy or insolvency laws, which petition is not withdrawn within thirty (30) days; (c) if there is an involuntary petition filed against Landlord as the subject debtor under the United States Bankruptcy Code or any other bankruptcy or insolvency laws, which is not dismissed within one hundred eighty (180) days of filing, or which results in the issuance of an order for relief against the debtor; or (d) if Landlord makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors, which assignment is not withdrawn in thirty (30) days.

22.5. Tenant Remedies. Except as otherwise provided in this Lease, and subject to the provisions of Section 26.8 of this Lease, if a Landlord Default occurs, Tenant shall be entitled to pursue its rights and remedies pursuant to this Lease or as may otherwise be available at law or in equity.

22.6. Force Majeure. Landlord and/or Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the provisions of this Lease, except for the payment of monetary obligations, when prevented from so doing by cause or causes beyond Landlord's control or Tenant's control, as the case may be, which shall include all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or reasonable substitute for said materials or services, acts of God or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord and/or Tenant.

23. BROKER

23.1. Brokerage Representations. Tenant represents and warrants to Landlord that no broker or agent, other than (Richard Correia), dealt with Tenant in connection with the Premises or this Lease. Landlord represents and warrants to Tenant that Landlord has not entered into any brokerage or agency agreement relating to the Premises or this Lease and that Landlord has not otherwise dealt with any broker or agent in connection with the Premises or this Lease, other than (Richard Correia). Landlord agrees to pay all commissions and brokerage fees, if any, payable to (Richard Correia) in connection with the Premises or this Lease.

23.2. Brokerage Indemnification. Landlord shall indemnify and hold harmless Tenant from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) that may be imposed upon, asserted against or incurred or suffered by Tenant by reason of any breach of Landlord's representation and warranty set forth in this Section. Tenant shall indemnify and hold harmless Landlord from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) that may be imposed upon, asserted against or incurred or suffered by Landlord by reason of any breach of Tenant's representation and warranty set forth in this Section.

24. NOTICES

24.1. All notices, consents, waivers or other communications which this Lease requires or permits either party to give to the other shall be in writing and shall be deemed to have been given when delivered personally or by courier service or three days after having been deposited in the United States Mail as first-class certified or registered mail, postage prepaid, addressed as follows:

If to Landlord:	Grist Mill Partners, LLC Attn: Mr. Matthew Westcott _____ _____
with copies to:	Halloran & Sage LLP Attn: Richard P. Roberts, Esq. One Goodwin Square Hartford, CT 06103
If to Tenant:	CuraLeaf, LLC Attn: Robert Birnbaum 100 Grist Mill Road Simsbury, CT 06070
With copies to:	Robinson & Cole LLP Attn: Brian R. Smith, Esq. 280 Trumbull Street Hartford, CT 06103

or to Landlord and Tenant at such other address or to such other persons as each of them may designate by notice duly given in accordance with this Section to the other party.

25. WAIVER; COUNTERCLAIMS

25.1. Waiver of Trial by Jury; Counterclaims. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of Base Rent or any other charge due hereunder, Tenant will not interpose any counterclaim, except compulsory counterclaims. This shall not be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

26. MISCELLANEOUS.

26.1. Changes. Neither this Lease nor any provision hereof may be changed, waived, released, discharged, withdrawn, revoked, canceled or terminated orally or by any action or inaction. Any such change, waiver, release, discharge, withdrawal, revocation, cancellation or termination shall be effective only if set forth in a written document signed by the person against whom enforcement of that change, waiver, release, discharge, withdrawal, revocation, cancellation or termination is sought and then shall be effective only to the extent specifically provided in that document.

26.2. Successors and Assigns. Except as otherwise provided in this Lease, the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Each reference in this Lease to Landlord or Tenant shall be deemed also to refer to their respective successors and assigns.

26.3. Exhibits; Captions. The Exhibits attached hereto are incorporated in and made a part of this Lease by this reference. The organization of this Lease into Articles, Sections, subsections, paragraphs and other subdivisions, and the use of captions, headings and numerical and alphabetical designations for those Articles, Sections, subsections, paragraphs and other subdivisions, are for convenience of reference only. Those captions, headings and designations shall not be considered to be a part of this Lease and shall not be deemed or construed to define, limit, expand or otherwise modify or affect the scope or meaning of this Lease or any provision set forth herein.

26.4. Governing Law. This Lease shall be governed in all respects by the laws of the State of Connecticut, without regard to principles of conflicts of law.

26.5. Severability. All rights, powers, privileges and remedies provided in this Lease may be exercised only to the extent necessary so they will not render this Lease invalid, illegal or unenforceable. If any provision of this Lease shall be determined to be invalid, illegal or unenforceable, in whole or in part or in any respect, or if any provision of this Lease would operate to invalidate this Lease, then that provision alone shall be deemed to be null and void, and the remaining provisions of this Lease shall continue in full force and effect and shall not be impaired or otherwise affected in any way.

26.6. Remedies Cumulative. The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude Landlord's right and Tenant's right to exercise any or all of the others or those which may be permitted at law or in equity.

26.7. Counterparts. This Lease may be executed in one or more identical counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same document. Signature pages may be detached from multiple separate counterparts without impairing the legal effect thereof and may be attached to a single counterpart so that all signature pages are physically attached to the same document.

26.8. Dispute Resolution and Arbitration. In the event any dispute involving this Lease arises between the parties (excepting non-payment of Rent), they shall negotiate a resolution of the dispute at a meeting of the principals called for that purpose. If the dispute cannot be resolved by negotiation, then the parties shall submit the matter to binding arbitration under the standard rules of the American Arbitration Association. Any hearing in connection with such arbitration shall be held at a location in Hartford County, Connecticut designated by the American Arbitration Association. Landlord and Tenant shall attempt to agree upon a mutually acceptable arbitrator within ten (10) business days after submitting the matter to arbitration. If an arbitrator cannot be mutually selected, then each party shall select an arbitrator and the two selected arbitrators shall mutually select a third arbitrator to conduct the arbitration. Judgment upon the award rendered by the arbitration may be entered in any court of competent jurisdiction and may be enforced in accordance with the laws of the State of Connecticut. Each of the parties shall bear its own expenses in connection with any such arbitration (including its own attorneys' fees and costs of production of evidence), but the parties shall equally share all arbitrator compensation, the cost (if any) of renting a hearing room and all American Arbitration Association administrative charges and fees. The provisions of this Section shall not be binding on any person succeeding to all or part of Landlord's interest in the Premises by reason of the exercise of any remedy provided for in any mortgage covering

the Premises, the Building or the Park.

26.9. Time of Essence. Time is of the essence with respect to the performance of each of the provisions of this Lease.

26.10. Use of Certain Terms. As used in this Lease, the term "person" means any natural person, sole proprietorship, partnership, limited partnership, limited liability partnership, joint venture, association, trust, estate, limited liability company, corporation (whether or not organized for profit), financial institution, government (and any agency, instrumentality or political subdivision thereof) or other entity, authority or organization of any kind, whether acting for himself, herself or itself or in a representative capacity. Each reference in this Lease to any gender shall be deemed also to refer to any other gender, and each reference in this Lease to "Dollars" or "\$" shall be deemed to refer to the lawful currency of The United States of America. As used in this Lease, unless the context clearly requires otherwise, (a) the singular shall be deemed to include the plural and vice versa, (b) the words "herein," "hereof," "hereunder," "hereinafter" and "hereto" and words of similar import shall be deemed to refer to this Lease as a whole and not to any particular Article, Section, paragraph or other subdivision, and (c) the words "include" and "including" shall be deemed to be followed by the words "without limitation." Each reference in this Lease to the provisions of this Lease or the provisions of any other document or instrument shall be deemed to refer to any and all covenants, agreements, terms, conditions and other provisions hereof or thereof. Each reference in this Lease to the fees or other compensation of any agents, contractors, attorneys or other representatives of any person shall be deemed also to include their respective expenses and disbursements. Each reference in this Lease to any specific statute or regulation or to any specific statutory or regulatory compilation shall be deemed to include any and all amendments, substitutions or replacements thereto or therefor, as well as any similar statutory or regulatory provision or compilation that may hereafter be enacted by any governmental or quasigovernmental authority.

26.11. Relationship of Parties. The relationship of Landlord and Tenant as established by this Lease is solely that of a landlord and tenant of real property. Nothing set forth in this Lease shall be deemed or construed to create a partnership, joint venture or other entity or association, a tenancy in common, joint tenancy or co-ownership of any kind, a relationship of principal and agent or any other form of relationship other than that of a landlord and tenant of real property. Without limiting the generality of the foregoing, nothing set forth in this Lease shall be deemed or construed to make either party liable for the debts incurred by the other in the conduct of its business.

26.12. Entire Agreement. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties, their successors or assigns.

26.13. Notice of Lease. Landlord and Tenant shall execute a Notice of Lease in recordable form as set forth in Exhibit 26.13 attached hereto and made a part hereof simultaneously with the execution of this Lease. At Tenant's cost, Tenant shall record the Notice of Lease in the Land Records of the Town of Simsbury promptly after execution thereof. Neither Landlord nor Tenant shall record this Lease in the Land Records.

26.14. COMMERCIAL TRANSACTION.

THE PARTIES ACKNOWLEDGE THAT THIS LEASE IS A COMMERCIAL TRANSACTION, AS THAT TERM IS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a. IN THE EVENT LEGAL ACTION IS BROUGHT BY EITHER PARTY AGAINST THE OTHER IN CONNECTION WITH THIS LEASE, THE PARTY AGAINST WHOM THAT ACTION IS BROUGHT HEREBY WAIVES, TO THE

EXTENT ALLOWED UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER APPLICABLE LAW, ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY THAT THE PARTY BRINGING THAT ACTION MAY DESIRE TO PURSUE.

27. GENERAL PROVISIONS

27.1. Notwithstanding anything to the contrary set forth in this Lease:

27.1.1. Wherever in this Lease Landlord's consent or approval is required to any action, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

27.1.2. Wherever Landlord's judgment or discretion is to be exercised, it shall be exercised reasonably.

27.1.3. Any fees, costs, charges, or expenses that Tenant is required to reimburse to Landlord shall mean Landlord's reasonable, actual and direct costs, charges, fees or expenses in all such cases.

27.1.4. In no event shall Tenant be liable for any accelerated rental amounts or consequential damages pursuant to this Lease.

27.1.5. In no event shall Landlord or any mortgagee have any lien upon any of Tenant's property or equipment pursuant to this Lease.

27.1.6. In no event does Tenant waive any rights under the law to sue for damages or constructive eviction, or waive any other rights or remedies Tenant has by law or statute.

27.1.7. If Landlord fails to pay Tenant any amounts owed by Landlord pursuant to this Lease within thirty (30) days after Landlord's receipt of Tenant's invoice therefor, Tenant shall have the right to offset such amounts against the Base Rent and Additional Rent payable under this Lease.

[REMAINDER INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the ____ day of _____, 2014.

Signed and delivered in the presence of:

LANDLORD
GRIST MILL PARTNERS, LLC

By: _____
Matthew Westcott
President of Its Managing Member
Duly Authorized

TENANT
CURALEAF, LLC

By _____
Eileen Koneiczny
Its
Duly Authorized

[SIGNATURE PAGE TO LEASE]

STATE OF CONNECTICUT)

) ss.: _____
COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____, _____ of Grist Mill Partner, LLC, a Delaware limited liability company, who acknowledged himself/herself to be the person whose name is subscribed to the within instrument and acknowledged that he/she, being duly authorized to do so, executed the same as the _____ of Grist Mill Partner, LLC for the purposes therein contained as his/her free act and deed and said limited liability company's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Commissioner of the Superior Court/Notary Public
My Commission Expires: _____

STATE OF CONNECTICUT)

) ss.: _____
COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____, _____ of Curaleaf, LLC, a Connecticut limited liability company, who acknowledged himself/herself to be the person whose name is subscribed to the within instrument and acknowledged that he/she, being duly authorized to do so, executed the same as the _____ of Curaleaf, LLC for the purposes therein contained as his/her free act and deed and said limited liability company's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Commissioner of the Superior Court/Notary Public
My Commission Expires: _____

[ACKNOWLEDGMENT PAGE TO LEASE]

EXHIBIT 1.1

LEGAL DESCRIPTION OF LAND

EXHIBIT 1.2

PERMITTED ENCUMBRANCES

EXHIBIT 5.1

TERMS OF TENANT'S PURCHASE OF THE PREMISES

1. **Purchase and Sale.** Upon the exercise of the Option by Tenant in accordance with Section 5 of the Lease, Landlord agrees to sell the Premises to Tenant, and Tenant agrees to purchase the Premises from Landlord, subject to those exceptions and other matters set forth in Section 1.3 herein, upon the terms and conditions set forth herein.
2. **Purchase Price.** The purchase price for the Premises (the "Purchase Price"), which shall be paid by Tenant to Landlord at the Closing in immediately available funds, shall be FIVE MILLION AND NO/100 (\$5,000,000.00) Dollars less the Option Fee, if any.
3. **Title to be Conveyed.** Landlord shall, at the Closing (as hereinafter defined), convey to Tenant or its nominee, by good and sufficient warranty deed, marketable fee simple title to the Premises free and clear of all liens and encumbrances whatsoever, except as to the Permitted Encumbrances as set forth on Exhibit 1.2 to the Lease. Landlord covenants and agrees that during the term of the Option it will not create or permit to be created any title encumbrances (including restrictions, easements, licenses, agreements, leases or tenancies) with respect to the Premises without the consent of Tenant.
4. **Closing; Possession.** The Closing shall be held at the offices of Tenant's attorney upon the closing date specified in Tenant's Option Notice, or at such other time and/or place as shall be mutually agreed upon by the parties (the "Closing"). Landlord shall deliver actual and exclusive possession and occupancy of the Premises, free from all leases, tenancies and rights of persons now or formerly in possession of the Premises, with the exception of the Lease, to Tenant as of time of Closing.
5. **Costs.** Landlord shall be responsible for payment of the conveyance taxes due the State and the Town of Simsbury in connection with the recording of the deed to the Premises. Tenant shall pay the recording fees for recording the deed to the Premises.
6. **Default.** Because the anticipated damages are uncertain in amount and difficult to prove, because the parties hereto wish to liquidate said damages in advance, and because the aggregate sum of the Option Fee paid and to be paid in accordance with the Option is not greatly disproportionate to the damage reasonably to be anticipated in the event of breach by Tenant, it is further agreed that if the Tenant shall exercise the Option and fail to pay the full Purchase Price, and Landlord is not in default under the Lease, then Tenant shall forfeit all claims against Landlord hereunder with respect to the Option, but Tenant shall retain all other rights and privileges Tenant may have under the Lease. Landlord shall accept the Option Fee as liquidated damages. Any portion of the Option Fee actually received and retained by Landlord under the Lease shall be credited against the liquidated damages sum. Upon the payment of such sum, the rights, responsibilities, and liabilities of the parties under the Lease and this Option shall be reinstated at such time as though Tenant had not exercised the Option.
7. **Transfer Act.**
 - 7.1. Landlord shall be fully responsible for any and all costs and obligations related to or arising under the Connecticut Transfer Act, Conn. Gen Statutes Section 22a-134 *et seq.* (the "Transfer Act") with respect to the Premises, the Land and the Building, regardless of whether compliance with the Transfer Act is required by virtue of the terms of the Lease, the exercise of this Option by the Tenant or otherwise. Landlord shall fully release, indemnify and hold Tenant harmless with respect to the Transfer Act.

- 7.2. If, at any time, the Connecticut Department of Energy & Environmental Protection ("DEEP"), Landlord, Tenant, or any of its consultants or advisors, determines that the Premises is subject to the provisions of the Transfer Act, then Landlord shall, at its sole cost and expense: (i) fully and timely comply with the provisions of the Transfer Act; (ii) prepare and execute all documents and forms required by the Transfer Act, including any Environmental Condition Assessment Form ("ECAAF"), in form and substance satisfactory to Tenant; (iii) pay all fees related to or arising under the Transfer Act; and (iv) execute any Form III (as defined in the Transfer Act) as the "certifying party" (as defined in the Transfer Act). In the event Tenant acquires title to the Premises, and subject to the full and timely performance of Landlord's release, indemnification, hold harmless and performance obligations with respect to the Transfer Act, Landlord agrees to be bound by the reasonable judgments and determinations of Tenant and its consultants and advisors on all matters relating to the Transfer Act, including (A) the determination of the type of filing required by the Transfer Act (i.e., Form I, II, III or IV), and (B) the calculation of the fees and payments required by the Transfer Act. Landlord shall provide Tenant with copies of all documents required by this Section 7.2 no later than ten (10) days before the Closing, and with copies of all filings and correspondence with the DEEP related to the Transfer Act within ten (10) days of sending or receiving same.
- 7.3. Landlord shall be responsible for and shall fully release, indemnify and hold Tenant harmless from any and all costs, liabilities, demands, claims, civil or criminal actions, or causes of action, civil or criminal penalties, fines, losses, liens, assessments, damages, liabilities, costs, disbursements, expenses or fees of any kind or any nature (including all clean-up costs and attorneys' fees) which may at any time be imposed upon, incurred by or asserted or awarded against Tenant arising out of or on account of (i) Landlord's failure to timely and fully comply with the provisions of this Section 7.3, whether due to any action or omission of Tenant; (ii) environmental conditions at, on, under, migrating from the Premises or the Building, (iii) a violation or alleged violation of any applicable Environmental Law, or non-compliance with any applicable permit with respect to the Premises or the Building, (iv) the presence of any Hazardous Substance, or a release of any Hazardous Substance: (1) on, at, under, or to the Premises or the Building; or (2) on any property within the vicinity of the Premises or the Building from the Premises or the Project or in any way related to activities at any time conducted on or related to the Building or the Project, (v) being a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.) or any State analogue thereto, related to activities conducted on the Premises by Tenant or related to the Building; (vi) the Transfer Act, or (vii) human or environmental exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arises from the condition of the Premises or the Building, or the occupancy, use, or operation thereof. "Environmental Law" shall mean any federal, state or local, statute, act, law, ordinance, rule, regulation, order or permit pertaining to the environment, whether now or hereafter enacted, including: (i) the Clean Air Act, 42 U.S.C. Section 7901 et seq.; (ii) the Federal Water Pollution Act of 1972; (iii) The Clean Water Act, 33 U.S.C. Section 407 et seq.; (iv) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; (v) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat 1613, 1986); (vi) the Toxic Substances Control Act, 15 U.S.C. Section 2601; and (vii) any similar statute, law, ordinance, rule, regulation or order adopted in the jurisdiction in which the Premises is located at any time whether before or

after the execution of the Lease (including, in each instance, any amendments or extensions thereof and any rules or regulations issued pursuant to said Environmental Laws). "Hazardous Substance" shall mean any hazardous or toxic substance as defined in any Environmental Law or in any rule, regulation or order issued pursuant to any Environmental Law.

- 7.4. The provisions of this Section 7 shall survive the expiration or termination of the Lease or the Closing without limitation.

8. Closing Obligations. At Closing, Landlord shall deliver the following to Buyer:

- 8.1. Warranty Deed. A fully executed, witnessed and acknowledged Connecticut form warranty deed naming the Tenant or its nominee as grantee, properly executed in form for recording.
- 8.2. Conveyance Taxes. Properly completed and executed State and municipal conveyance tax statements for filing with the appropriate Town Clerk, together with checks, at Landlord's expense, to the order of the appropriate officers in payment of such taxes.
- 8.3. Title Affidavits. An affidavit signed by Landlord and stating that (a) no work has been performed or materials supplied within the ninety (90) day period preceding the Closing (or unconditional and properly executed lien waivers of the same in lieu thereof, where applicable), and (b) with the exception of Tenant, there are no tenants or other parties in possession of the Premises, in a form acceptable to Tenant's title insurance company, and such other documents executed in such form as Tenant's title insurance company and Tenant's lender shall reasonably require.
- 8.4. FIRPTA. The appropriate affidavit or certification in compliance with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Landlord is unable to provide the appropriate affidavit or certification, then Landlord shall prepare and execute the required forms for withholding a portion of the Purchase Price, and authorize Tenant to remit a portion of the Purchase Price to the Internal Revenue Service at Closing.
- 8.5. 1099. The appropriate affidavits and documents in compliance with Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder, if required.
- 8.6. Transfer Act Forms. All documents and forms required by the Transfer Act, in accordance with Section 7 of this Option.
- 8.7. Notices. Any notice or other communication in connection with this Option shall be made in accordance with Section 24 of the Lease.

9. Miscellaneous.

- 9.1. Entire Lease. This Option (including all exhibits attached hereto) represents the entire understanding between the parties with respect to the subject matter of this Option, and all prior agreements and understandings between the parties with respect to the subject matter of this Option shall be deemed merged in this Option.
- 9.2. No Oral Amendment or Modification. No amendments, waivers or modifications of this Option shall be made or deemed to have been made unless in writing executed by both

Landlord and Tenant.

- 9.3. Binding Effect. This Option shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
- 9.4. Captions for Convenience. All headings and captions used in this Option are for convenience only and are of no meaning in the interpretation or effect of this Option.
- 9.5. Applicable Law. This Option shall be interpreted and enforced according to the laws of the State.
- 9.6. No Waivers. Any waiver of a breach of any provision contained in this Option must be in writing to be valid and enforceable. No waiver of breach shall be deemed a waiver of any preceding or succeeding breach, nor of any other breach of a provision contained in this Option.
- 9.7. Construction. Landlord and Tenant hereby acknowledge that both parties participated equally in the negotiation of this Option and that, accordingly, no court construing this Option shall construe it more stringently against one party than against the other, regardless of which party's counsel drafted this Option.
- 9.8. Capitalized Terms. Capitalized terms not herein defined shall have the meaning ascribed to them in the Lease.

EXHIBIT 11

PLANS FOR INITIAL TENANT ALTERATIONS

{to be attached}

EXHIBIT 26.13

FORM OF NOTICE OF LEASE

This instrument is a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes. The statutory information is as follows:

1. **Parties to the Lease:**

- (a) The landlord is Grist Mill Partners, LLC ("Landlord"), a Delaware limited liability company having an address of 100 Grist Mill Road, Simsbury, Connecticut 06070.
- (b) The tenant is Curaleaf, LLC ("Tenant"), a Connecticut limited liability company having an address in 145 Doubling Road, Greenwich, Connecticut 06830.

2. **Lease:**

The Landlord and Tenant entered into a Lease Agreement dated as of _____, 2014 (the "Lease").

3. **Term of Lease:**

The term of the Lease commences on _____, 2014 and terminates on _____, 2019.

4. **Leased Premises:**

The premises leased to the Tenant pursuant to the Lease is that certain real property and the improvements thereon owned by Landlord situated in the Town of Simsbury and more particularly described on Exhibit A attached hereto and made a part hereof.

5. **Right of Extension:**

One (1) term of five (5) years.

6. **Option to Purchase:**

The Tenant has the option to purchase the Leased Premises during a period of time commencing on the date set forth on the Lease and ending upon the earlier of the expiration or termination of the Lease, in accordance with the terms and conditions set forth in the Lease.

7. **Filing:**

The Lease shall be on file at the offices of Tenant and Landlord set forth above.

SIGNATURE PAGE FOLLOWS

In witness whereof, Landlord and Tenant have executed this Notice of Lease as of the _____, 2014.

WITNESS:

GRIST MILL PARTNERS, LLC

By: _____
Name: _____
Title: _____

CURALEAF, LLC

By: _____
Name: _____
Title: _____

STATE OF CONNECTICUT)

) ss.: _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____, _____ of Grist Mill Partner, LLC, a Delaware limited liability company, who acknowledged himself/herself to be the person whose name is subscribed to the within instrument and acknowledged that he/she, being duly authorized to do so, executed the same as the _____ of Grist Mill Partner, LLC for the purposes therein contained as his/her free act and deed and said limited liability company's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Commissioner of the Superior Court/Notary Public
My Commission Expires: _____

STATE OF CONNECTICUT)

) ss.: _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____, _____ of Curaleaf, LLC, a Connecticut limited liability company, who acknowledged himself/herself to be the person whose name is subscribed to the within instrument and acknowledged that he/she, being duly authorized to do so, executed the same as the _____ of Curaleaf, LLC for the purposes therein contained as his/her free act and deed and said limited liability company's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Commissioner of the Superior Court/Notary Public
My Commission Expires: _____

EXHIBIT E

LEASE

by and between

GRIST MILL PARTNERS, LLC

and

CURALEAF, LLC

February 11, 2014

100 Grist Mill Road
Simsbury, Connecticut

LEASE WITH OPTION TO PURCHASE

THIS LEASE WITH OPTION TO PURCHASE ("Lease") made the 11th day of February, 2014 (the "Effective Date"), by and between GRIST MILL PARTNERS, LLC, a Delaware limited liability company ("Landlord") with an address at 100 GRIST MILL ROAD, SIMSBURY, CT 06070, and CURALEAF, LLC, a Connecticut limited liability company ("Tenant") with an office at 145 DOUBLING ROAD, GREENWICH, CT 06830.

This Lease is entered into in accordance with the binding fully executed Letter of Intent dated November 5, 2013, as amended on January 8, 2014 and fully executed by the parties on January 9, 2014 (attached hereto as Exhibit 1) (the "Letter of Intent").

WITNESSETH:

1. PREMISES.

1.1. Demise. In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the premises as defined in Section 1.2 below; TO HAVE AND TO HOLD the Premises unto Tenant, its successors and assigns, for and during the Term (as hereinafter defined), upon and subject to the provisions of this Lease.

1.2. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the space (the "Premises") consisting of: (i) the piece or parcel of land situated in the Town of Simsbury, County of Hartford and State of Connecticut more commonly known as 100 Grist Mill Road, Simsbury, Connecticut, and as more particularly described in Exhibit 1.2 attached hereto and made a part hereof, together with the easements, rights, and appurtenances thereto belonging or appertaining (the "Land"); (ii) the existing building located on the Land, together with any other improvements, fixtures, machinery or equipment and appurtenances thereto (the "Building"); and (iii) the improved parking area, walkways, accessways, driveways and landscaped and improved exterior areas located on the Land. Landlord hereby represents that the Land is a tax parcel, shown as Map G11, Block 103, and Lot 005-25 of the Simsbury Tax Assessor's Records, separate from all other tax parcels, and is a legally subdivided lot or parcel under the relevant rules and regulations of the Town of Simsbury.

1.3. The Powder Forest® Business Park Covenants. The Premises are located in The Powder Forest® Business Park (the "Park") and are leased to Tenant subject to that certain Declaration of Easements, Covenants, and Restrictions Powder Forest® Business Park Simsbury, Connecticut, dated December 2, 1983, recorded in Volume 271 at Page 546 of the Simsbury Land Records, as amended and restated by a certain Amended and Restated Declaration of Easements, Covenants and Restrictions For The Powder Forest® Business Park, dated the 8th day of December, 1997, recorded in Volume 479 at 795 of the Simsbury Land Records, and as amended by Second Amendment to Declaration of Easements, Covenants and Restrictions For The Powder Forest® Business Park, dated as of the 17th day of November, 2000, recorded in Volume 533, Page 227 of the Simsbury Land Records (as so amended and restated, the "Powder Forest® Business Park Covenants").

1.4 Common Areas.

(a) The Premises are leased to Tenant together with the Common Areas including the right to use parking areas from time to time located on the Land.

(b) As used in this Lease, the term "Common Areas" shall mean all areas, sidewalks, parking areas, access roads and drives, driveways, landscaped areas, truck service ways, and pedestrian walkways, facilities, equipment and signs.

2. RENT.

2.1. Payment of Rent.

(a) Tenant shall pay to or for the benefit of Landlord, as Rent during each year of the Term, Base Rent and Additional Rent as provided in this Article 2. All payments of Rent and any Additional Rent, except for third-party payments as provided under Section 2.3 of this Lease, shall be paid in U.S. Dollars, by means of wire transfer, to the account of Grist Mill Partners, LLC at TD Bank, N.A. Rent for any month only a portion of which is included in the Term shall be prorated based on the number of days in that month that are included in the Term.

(b) As used in this Lease, the following terms shall have the following meanings:

(i) "Rent" shall mean Base Rent plus Additional Rent.

(ii) "Base Rent" shall mean the amounts payable by Tenant pursuant to Section 2.2 of this Lease.

(iii) "Additional Rent" shall mean all amounts payable by Tenant pursuant to this Lease, other than Base Rent.

(iv) "Lease Year" shall mean (A) the twelve (12) month period commencing on the first day of the calendar month immediately succeeding the calendar month in which the Commencement Date occurs, unless the Commencement Date occurs on the first day of any calendar month, in which event such twelve (12) month period shall commence on the Commencement Date, and (B) each twelve (12) month period commencing on each anniversary of the first day of the twelve (12) month period identified in the immediately preceding clause (A); provided, however, that (x) if the Commencement Date does not occur on the first day of any calendar month, then the first Lease Year shall also include the period of time from the Commencement Date until the first day of the calendar month immediately succeeding the calendar month in which the Commencement Date occurs, and (y) if this Lease expires or is cancelled or terminated prior to the end of any such twelve (12) month period, then the then-current Lease Year shall end upon such expiration, cancellation or termination.

(v) "Commencement Date" shall mean the date when all state and municipal permits and approvals for the Tenant to operate its business have been granted and any applicable appeal periods therefore have expired, and the building has been fully vacated by any tenants in place on the date hereof. Landlord shall have a minimum of ninety (90) days, but no more than one hundred eighty (180) days from the Effective Date, to turn over the Premises free and clear of all other tenants or occupants. Notwithstanding the foregoing, and subject to Section 17.3 of this Lease, Landlord shall, within thirty (30) days after the Effective Date, vacate and turn over the Clean Room Space (as that term is defined herein) for use and inspection by Tenant in accordance with the terms of Section 17.3; provided, however, Landlord shall provide Tenant with access to the Clean Room Space as of the Effective Date, which access shall be provided through the Facilities Manager (as herein defined).

(vi) "Expiration Date" shall mean: (A) the date five years from the Commencement Date; or (B) if the Term is extended pursuant to Article 18 of this Lease, the tenth (10th) anniversary of the Commencement Date; or (C) if Tenant exercises its Option pursuant to Section 3.2 hereof, the date of the Closing of the purchase and sale of the Premises pursuant to the Option.

(vii) "Prime Rate" shall mean, as of the date of any determination thereof pursuant to this Lease, the prime rate most-recently published in the Money Market Column of *The Wall Street Journal*.

(viii) "Tax Year" shall mean each consecutive twelve (12) month period commencing July 1 and ending on the immediately following June 30.

2.2. Base Rent. Except as modified herein, beginning on the Commencement Date and ending on the last day of the twenty-fourth full calendar month of the Term, Tenant shall pay to Landlord rent (the "Base Rent") at the annual rate of Seven Hundred Twenty Thousand and No/100 Dollars (\$720,000.00), payable in equal monthly payments of Sixty Thousand and No/100 Dollars (\$60,000.00), in advance on the first day of each calendar month during the Term, at Landlord's address set forth above, or at such other address as Landlord may specify by written notice to Tenant from time to time. Except as modified herein, beginning on the first day of the twenty-fifth full calendar month of the Term and ending on the last day of the sixtieth full calendar month of the Term, Tenant shall pay to Landlord Base Rent at the annual rate of One Million Four Hundred Forty Thousand and No/100 Dollars (\$1,440,000.00), payable in equal monthly payments of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00), in accordance with the terms herein.

2.3. Taxes and Operating Expenses

(a) Operating Expenses. Tenant covenants and agrees to pay directly during the Term of the Lease, all operating expenses of the Lease premises, including any and all personal property taxes on the Premises, but excluding any real property taxes on the Premises, and to hold landlord harmless and indemnify it for all loss cause or damage it may suffer by reason of Tenant's failure to

pay said sums. Likewise Tenant shall reimburse Landlord for any real property taxes on the Premises which are assessed and billed by reason of Tenant improvements to the Premises which result in assessment of taxes upon the Premises which are in excess of the amounts which would be due had Tenant not made such improvements.

(b) Utility and Other Services. Tenant shall pay or cause to be paid, directly to the utilities and suppliers, all charges for sewer, water, electrical, janitorial, telephone, or other service used in or rendered or supplied to the Premises for Tenant's benefit throughout the Term, and to indemnify Landlord and save it harmless against any liability or damages on such account.

(c) Taxes. Landlord shall be responsible for and shall pay all real property taxes levied upon the Premises, provided that it shall be reimbursed by Tenant for all amounts apportionable to Tenant improvements as provided in paragraph (a) above.

(d) Contesting Tax Assessments. If Tenant shall at any time object to any tax imposed upon the Premises during the Term as being excessive or otherwise unjust, Tenant shall have the right but not the obligation to contest, at its expense, said tax in the manner provided by law. Any proceeding or action to contest any such tax shall, if required by law, be filed in the name of Landlord, and Landlord shall cooperate in such efforts and assist Tenant in any manner reasonably requested by it, including making available to Tenant detailed information with respect to the Premises and its tenants as any of the same may bear upon Tenant's efforts to contest such tax. All of such proceedings shall be under the direct control of Tenant and its counsel.

(e) Landlord's Recoupment of Expenses for Contesting Taxes. To the extent that Landlord incurs costs or expenses in connection with such proceedings, such reasonable actual costs or expenses shall be reimbursable to Landlord upon Landlord's submitting to Tenant its statement subject to Tenant's audit and approval, not more frequently than quarterly.

(f) Tax Savings. Any tax savings resulting from any such proceedings shall first be used to pay the reasonable expenses which Tenant shall incur under this Article, and the balance, if any, shall be allocated to reduce taxes for the period or periods for which the refund was obtained or to which the tax savings shall apply, in accordance with the final determination of such contest.

2.4. Late Charges: Dishonored Checks. If any Rent (or any installment thereof) required to be paid to Landlord under this Lease is not paid in full within ten (10) days after the same shall be due, or if any payment required to be made to Landlord under this Lease on demand is not paid in full within ten (10) days after demand, then (a) a late fee equal to five percent (5%) of the overdue amount shall be immediately due and payable by Tenant as Additional Rent, and (b) at Landlord's option, interest shall accrue on the overdue amount, from the due date thereof until the date of payment, at the greater of (i) twelve percent (12%) *per annum*, or (ii) three percentage points (3%) above the Prime Rate in effect on the due date thereof; provided, however, that in no event shall that interest rate exceed the highest rate *per annum* permitted by applicable law. Any such interest shall be due and payable on demand. This provision, or payment by Tenant hereunder,

or action taken by Landlord hereunder shall not diminish or abrogate Tenant's duty to pay Rent when due, or Landlord's rights to declare an event of default for late payment as provided elsewhere in this Lease.

If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its option, may require that all payments by Tenant to Landlord over the succeeding twelve (12) months be made by certified check or wire transfer. Tenant shall also be responsible for all costs and fees incurred by Landlord in connection with a dishonored check. Landlord's exercise of the remedies available to it under this Section 2.4 shall not preclude Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law, or in equity (including, but not limited to, the late charge provided for in Section 2.4 above).

2.5. Covenant to Pay Rent. All Rent (and all installments thereof) shall be due at the time or times stipulated in this Lease and shall be due and payable in full, without prior notice or demand (except in the case of any payment payable on demand as provided in this Lease) and without abatement, reduction, recoupment, offset or deduction (except as otherwise specifically provided in this Lease). Tenant's covenant to pay Rent shall at all times exist as an independent covenant.

2.6. Nonpayment of Rent. In the event of nonpayment of Additional Rent, Landlord shall have the rights and remedies herein provided for in the case of nonpayment of Rent.

2.7. Rubbish Removal and Storage. Tenant shall keep all garbage and refuse in the types of containers reasonably specified by Landlord, and shall keep all refuse inside the Premises prepared for collection in the manner reasonably specified by Landlord. In the event that Landlord provides a service for the pick-up of refuse and garbage, Tenant shall use the same at Landlord's cost.

2.8. Security Deposit/Surety. Landlord acknowledges that it has received from Tenant the sum of Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) in cash, by means of wire transfer, to the account of Grist Mill Partners, LLC at TD Bank, N.A., set forth in Section 2.1(a) above (the "Security Deposit"). The Security Deposit will be held by Landlord, as security and without any obligation to segregate the security Deposit from other funds held by Landlord, for and during the Term, which deposit shall be returned to Tenant, within thirty (30) days after the expiration of the term of this Lease or the earlier termination of this Lease in accordance with the terms herein, provided there exists no breach of any undertaking of Tenant, or upon the sale of the Premises pursuant to the Option provided in Section 3 herein. If all or any part of the Security Deposit shall be applied to an obligation of Tenant hereunder, Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount. Tenant shall not have the right to call upon Landlord to apply all or any part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of Landlord. Provided that Landlord gives Tenant notice of the name of such grantee or transferee, upon any conveyance by Landlord of its interest under this Lease, the Security Deposit shall be delivered by Landlord to Landlord's grantee or transferee. Upon written confirmation of

any such delivery by Landlord's grantee or transferee, Tenant hereby releases Landlord herein named of any and all liability with respect to the Security Deposit, its application and return, and Tenant agrees to look solely to such grantee or transferee. This provision shall also apply to subsequent grantees and transferees. Tenant acknowledges and agrees that, in light of the nature of the Tenant's business and the extent to which the Tenant's improvements to the Premises have a single purpose and render it unusable for any other purpose, the Security Deposit is a commercially reasonable requirement of the Landlord.

3. TERM; OPTION TO PURCHASE.

3.1 Term. Unless extended or terminated as hereinafter provided, the initial term of this Lease ("Term") shall be for a period of five (5) years commencing on the Commencement Date and ending at 11:59 p.m. (Eastern Standard time) on the Expiration Date or on the date of any earlier cancellation or termination of this Lease pursuant to this Lease or pursuant to applicable law or mutual written agreement of Landlord and Tenant. The Term of this Lease may be extended at the election of Tenant in accordance with Article 18.

3.2 Option to Purchase. Provided Tenant is not in default under this Lease and this Lease is then in effect, Tenant shall have the sole and exclusive option to purchase the Premises during the Term of this Lease (as such Term may be extended pursuant to Article 18). Subject to the further provisions of this Section 3.2 and Exhibit 3.2 attached hereto and made a part hereof (the "Option"), the purchase price shall be \$5,000,000.00, less the Option Deposit (as defined below), plus the Option Fee (as defined below), if any, less the Clean Room Excess Costs (as that term is defined in Section 17.3), if any (the "Purchase Price"). In order to exercise this Option, Tenant must notify Landlord in writing of its exercise of this Option not later than thirty (30) days prior to the date of the Closing (as defined herein) (the "Option Notice") and, at the time of such notification, must pay to Landlord a nonrefundable deposit of ten percent (10%) of the Purchase Price (the "Option Deposit"). At Closing (as defined below), the Option Deposit and the Clean Room Excess Costs, if any, shall be credited against the Purchase Price. Within sixty (60) days after the date of such notice, Tenant must purchase the Premises for the Purchase Price, by bank check or wire transfer, at time of Closing.

If the Option Notice is made on or before the last day of the twenty-fourth full calendar month of the Term, the Tenant shall tender to Landlord a fee (the "Option Fee") concurrently with the delivery of the Option Notice, which fee shall be equal to the sum obtained by multiplying (a) Sixty Thousand and NO/100 (\$60,000.00) Dollars by (b) the number of full calendar months having elapsed in the time period commencing on the Commencement Date and ending on the date of the Option Notice, provided that Tenant shall not be required to tender to Landlord an Option Fee if the Option Notice is made after the last day of the twenty-fourth full calendar month of the Term. The Option Notice shall specify therein a date not later than one hundred twenty (120) days following the date of the Option Notice for the closing of the purchase and sale contemplated in this Option (the "Closing").

At Closing the Landlord shall convey marketable title subject only to such easements and restrictions as of record appear. The deed of conveyance to the Premises shall be a full covenant Warranty Deed in the usual Connecticut form, which shall be duly executed, acknowledged and delivered. Landlord shall pay the applicable conveyance taxes to the State of Connecticut and to the town in which the Premises are located. Landlord shall sign all necessary affidavits, shall provide a transferor's tax identification number, and shall cooperate with the Tenant to insure compliance with federal foreign transfer laws (FIRPTA). The Closing shall take place at the office of the Landlord's attorney at which time the Landlord will deliver a deed to said Premises upon payment of the aforementioned Purchase Price.

Adjustments of taxes, sewer and water and the like shall be in accordance with the closing customs of the local bar association. In the event the conveyance of the Premises to the Tenant is subject to the provisions of Connecticut General Statutes Sections 22a-134 et seq., as the same may be hereafter modified or amended, or any similar local, state or federal laws, ordinances or regulations respecting the transfer of premises on which or from which there has been pollution of any nature, then, except for pollution caused by Tenant, its agents, contractors or affiliates after the Commencement Date of this Lease, Landlord shall be required to perform or pay for any cleanup or remediation and make any filings, certifications or undertakings with respect to such pollution, including but not limited to any filings, certifications or undertakings required to be made to the Connecticut Department of Energy and Environmental Protection, the U.S. Environmental Protection Agency, or any other or similar governmental agency or entity; all of which cleanup, remediation, filings, certifications and undertakings, and the costs and expenses thereof, shall be the sole obligation of the Landlord.

This Option may be exercised by any assignee of this Lease or any successor in interest to Tenant without the permission of the Landlord, provided however, that said assignee shall pay the entire Purchase Price set forth above in cash at the time of closing.

Except for Landlord performing its obligations required under that certain Mortgage Deed recorded in Volume 743 at Page 398 et seq. and that certain Collateral Assignment of Leases and Rentals recorded in Volume 743 at Page 444 et seq. of the Simsbury Land Records, during the Term, Landlord shall not otherwise transfer, assign, grant, convey, encumber, hypothecate, amend or permit to be encumbered in any way the Premises or this Lease (any such event, a "Prohibited Landlord Transfer") without the prior written consent of Tenant which may be withheld by Tenant in Tenant's absolute discretion. Landlord shall advise Tenant in writing of any Prohibited Landlord Transfer promptly upon learning thereof and shall also advise Tenant in writing of the proposed actions Landlord intends to take to cure the Prohibited Landlord Transfer. Notwithstanding the foregoing, Landlord reserves the right to transfer, assign, grant, convey, encumber or permit to be encumbered in any way the Premises or this Lease in connection with any utilities servicing the Premises or the Building and approved in advance by Tenant and Landlord, provided that there is no encumbrance filed in the public records of the Town or the State that would preclude Tenant from obtaining marketable title to the Premises and the Building.

4. QUIET ENJOYMENT.

Landlord covenants it has good and sufficient title to the Premises and full right and authority to make this Lease. Landlord covenants and agrees that if, and so long as, Tenant pays all Rent and observes and performs all provisions of this Lease required to be observed and performed by Tenant, Tenant's quiet and peaceful enjoyment of the Premises during the Term shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.

5. LANDLORD'S ACCESS TO PREMISES

5.1. Landlord hereby acknowledges that because Tenant is intending to become a licensed medical marijuana producer pursuant to the State of Connecticut Regulations issued by the Department of Consumer Protection ("DCP") (Sections 21a-408-1 through 21a-408-70, inclusive (the "Regulations")) it will be subject to the Regulations that limit access by non-licensed individuals to the Premises and further acknowledges that, notwithstanding any of the terms and conditions of the Lease, the Landlord shall have limited access to the Premises pursuant to Section 21a-408-20 and Section 21a-408-53(f) and (g) of the Regulations. The Lease shall be interpreted to include all such restrictions imposed by the Regulations. Any access permitted to the Landlord will be subject to review and approval by the DCP and will be subordinate to the rights and controls imposed by the Regulations.

5.2. Subject to the foregoing requirements and prior approval by DCP as required by the Regulations, the Landlord and Tenant acknowledge that Prescott Construction Management, LLC shall act as the designated facilities manager ("Facilities Manager") (attention Kevin West and Kevin Lazich), but either Landlord or Tenant may change the Facilities Manager upon 90 days advance written notice to the other party and to the then designated Facilities Manager. The replacement Facilities Manager must be approved by the party not choosing to replace the prior Facilities Manager. Such approval shall not be unreasonably withheld.

5.3 Nothing contained in this Article 5 shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises or Building, other than as provided in this Lease.

5.4. Notwithstanding any contrary in this Lease, the provisions of this Article 5 shall supersede any inconsistent provisions of this Lease concerning access to the Premises by Landlord, its agents, employees or contractors, and the Facilities Manager.

6. WASTE: YIELDING UP: ETC.

6.1 Waste. Tenant agrees to commit no waste at the Premises.

6.2 Yielding Up. At the end of the Term (as it may be extended pursuant to Article 18): (a) Tenant shall quit and surrender the Premises in as good state and condition as reasonable use and wear thereof will permit or in its "as is" condition if this Lease has been terminated in accordance with Articles 11 or 12; (b) Tenant shall remove its furniture, art work, personal property and trade fixtures installed by Tenant, and shall restore any damage caused by that removal; (c) Tenant may, at its option, remove any other equipment or fixtures that it shall have installed which are specific to and required for the conduct of its proposed business at the Premises.

6.3. Damage. All damage or injury to the Premises and to its fixtures, appurtenances and equipment or to the Building and its fixtures, appurtenances and equipment caused by Tenant moving property, fixtures or equipment in or out of the Premises or Building or caused by the negligence or intentional wrongful acts or omissions of Tenant, its servants, employees, agents, visitors and licensees shall be repaired, promptly by Tenant at its sole cost and expense to the reasonable satisfaction of Landlord.

MAINTENANCE, REPAIR AND ALTERATIONS: SIGNS.

7.1. Landlord and Tenant Repair.

(a) Throughout the Term, Landlord shall keep and maintain the Premises, all systems serving the Building and all structural components of the Building (including the roof) in good order, condition and repair (reasonable wear and tear excepted) and in such order, condition and repair as shall be required to comply with all applicable laws and all requirements of insurance carriers and any applicable Board of Underwriters, Rating Bureau or similar body, making all necessary structural repairs and replacements required in connection therewith. Tenant shall (i) maintain and repair the heating, ventilation and air conditioning systems serving the Premises in good working order and condition and cause those systems to maintain reasonably comfortable temperatures in the Premises, (ii) maintain and repair the electrical, plumbing and other systems (including special purpose systems installed by Tenant for Tenant's sole use) serving the Premises in good working order and condition, and (iii) maintain and repair the Common Areas and keep the Common Areas in good and orderly condition and repair (reasonable wear and tear excepted). If any such repair is required by reason of the negligence or intentional wrongful acts or omissions of Tenant or of any of its contractors, employees or customers or other person using the Premises with Tenant's consent, or Tenant's failure to perform any of its obligations under this Lease, then Landlord may, at its option direct the Facilities Manager to make such repair and add the cost thereof to the Rent which shall thereafter become due. Landlord agrees that Tenant shall have unrestricted access, without prior consent of Landlord, to the roof for the purpose of carrying out Tenant's obligations set forth in this Section. Landlord's obligations under this subsection are subject to Tenant's maintenance and repair obligations under this Lease and the provisions of Articles 11 and 12 of this Lease.

(b) In carrying out any work required or authorized pursuant to this Lease, Landlord shall direct the Facilities Manager to use reasonable efforts to avoid unreasonable interference or interruption of Tenant's business operations and Tenant's use and enjoyment of the Premises. Subject to that obligation, (i) Landlord may, during the progress of any work in or on the Premises authorized pursuant to this Lease, keep and store upon the Premises all necessary materials, tools and equipment without the same constituting a constructive eviction of Tenant in whole or in part, (ii) the Rent shall not abate while any such work is in progress by reason of loss or interruption of Tenant's business or otherwise, (iii) Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the performance of any such work or on account of bringing materials, supplies and equipment into or through the Premises during the course of any such work in or on the Premises (except to the extent cause by Landlord's or its agents or contractors, negligence or intentional wrongful acts or omissions), and (iv) the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever.

(c) Tenant, at its own cost and expense and in addition to the obligations contained in (a) above, shall keep and maintain in good order, condition and repair the Premises and every part thereof (including fixtures and equipment therein, and interior walls, floors and ceilings), reasonable wear and tear excepted and subject to Landlord's maintenance, repair, replacement and restoration obligations under this Lease and the provisions of Articles 11 and 12 of this Lease. All material and labor supplied by Tenant in performing its obligations under this subsection shall be of the kind and quality at least equal to the original work.

(d) If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, or if such repairs are of a nature that they cannot be completed within thirty (30) days, then if Tenant, within such thirty (30) day period has not commenced such repair or having commenced such repairs, thereafter fails to diligently complete such repairs, then Landlord may, at its option, direct the Facilities Manager to make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord, as Additional Rent, upon demand, the reasonable cost of such repairs plus interest from the date of payment by Landlord until repaid by Tenant.

(e) Notwithstanding anything herein to the contrary, Tenant shall not be responsible for (and Landlord shall be solely responsible for) replacement of any structural item, including without limitation, all equipment, facilities, pipes, lines and systems (including without limitation the heating, ventilation and air conditioning systems) serving the Premises and the Building, and all interior and exterior and structural elements of the Building, including without limitation, the doors, walls, windows, glass, ceilings, floors, foundation, and roof.

(f) Except as provided in this Lease, Landlord shall have no obligation to repair or maintain the Premises.

7.2. Tenant's Alterations.

(a) Upon full execution of this Lease, and in accordance with the terms of this Lease,

Tenant shall diligently pursue obtaining all necessary building permits, licenses and other governmental approvals necessary in connection with the build-out of the plans attached hereto as Exhibit 7.2, which plans conform to the special permit approval obtained by Tenant from the Town of Simsbury and the medical marijuana production facility license issued by the State of Connecticut Department of Consumer Protection to Tenant ("Tenant's Initial Alterations"). Notwithstanding anything herein to the contrary, upon execution of this Lease, Landlord is deemed to have approved all plans in connection with Tenant's Initial Alterations.

(b) Tenant, at its sole cost and expense, shall have the right, during the Term of this Lease, to make such alterations, changes and/or improvements (individually and collectively, "Alterations") to the interior of the Premises as Tenant may deem necessary for its use and business, including Tenant's Initial Alterations; provided, however, Landlord's consent shall be obtained prior to (i) any Alterations to the interior costing in excess of \$20,000 in any twelve-month period; (ii) any Alterations to the interior visible from the exterior of the Premises; (iii) any structural Alterations; (iv) any Alterations to any interior walls (whether or not load-bearing); (v) any Alterations to any electrical, plumbing or mechanical systems (including, but not limited to, the heating, ventilating and air conditioning systems) costing in excess of \$75,000 in any twelve month period; (vi) any increase in the size of the Premises (including, but not limited to, the construction or expansion of any mezzanine); or (viii) any work on or affecting the roof of the Premises (including, but not limited to, the replacement of a heating, ventilating and air conditioning unit). Additionally, in connection with any Alterations by Tenant, Tenant, at its sole cost and expense, shall (i) timely secure all building permits, licenses and other governmental approvals necessary for the performance and completion of its Alterations (and provide Landlord with copies of all such documents); (ii) otherwise comply with all laws relating to the performance and completion of said Alterations; (iii) provide and pay for all water, sewer, electricity, heat and any other utilities used by Tenant or its agents for the performance of Alterations on the Premises; (iv) prior to the commencement of Alterations, obtain all insurance coverage required under this Lease (together with workers' compensation insurance as required by Laws); (v) ensure that all materials, equipment and appliances used in Alterations and all trade fixtures installed are new and first quality items; and (vi), if applicable, complete such Alterations in accordance with plans and specifications approved by Landlord. Tenant shall not employ any unfit person or anyone not skilled in the job he is performing and, if applicable, Tenant shall name Landlord a party beneficiary in the above mentioned insurance. Tenant shall be directly responsible for any and all damages resulting from any violation of the terms of this Section 7.2, and Tenant shall be responsible for reimbursing Landlord for any repairs and restoration required in connection with any Tenant Alterations. Except as set forth herein, Tenant shall not be permitted to make any Alterations to the exterior of the Premises. Notwithstanding the foregoing, nothing herein shall require Tenant to repair, maintain, or replace any or all of the mechanical or structural elements of the Premises and Building that are included in Landlord's obligations under Section 7.1 of this Lease.

(c) In connection with any Alterations with respect to which Landlord's prior consent is required pursuant to this Section, Tenant shall (i) prepare, at its sole cost and expense, complete plans and specifications for all such Alterations (the "Plans"), (ii) have the Plans signed and sealed by Tenant's licensed architect, and (iii) submit the Plans to Landlord or Landlord's designated representative for approval, which approval shall not be unreasonably withheld, conditioned or delayed, prior to commencement of any Alterations. If Landlord does not provide approval within fifteen (15) days after receipt of the Plans, Landlord shall be deemed to have approved the Plans.

(d) All construction work done by Tenant or Landlord within the Premises or in the Building shall be performed in good workmanlike manner in compliance with all governmental requirements and Laws, in compliance with all the provisions of this Lease and at such times and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Building.

7.3. Signs. Tenant will not place or suffer to be placed or maintained on the exterior of the Premises or Building or within the Common Areas any sign, lettering, advertising matter or similar thing of any kind, and will not place or maintain any sign, lettering, advertising matter, decoration or similar thing on any door or window of the Premises without first obtaining Landlord's written approval therefor. Tenant will maintain any such approved sign, lettering, advertising matter, decoration or similar thing in good condition and repair at all times (reasonable wear and tear excepted). Tenant understands and agrees that all signs installed by or on its behalf must also be reviewed and approved by the Town of Simsbury, at Tenant's cost and expense, and must be permitted under the Powder Forest[®] Business Park Covenants. If Tenant shall do any of the foregoing acts in contravention of this provision, then Landlord shall have the right to remove any such sign, lettering, advertising matter, decoration or similar thing, and restore the affected portion of the Building to the condition thereof prior to such act, and the cost of such removal and restoration shall be paid by Tenant as an additional charge. Notwithstanding the foregoing, Tenant shall be entitled to install signage at its sole cost and expense affixed to the exterior of the Building above the main entrance to the Premises provided: (i) Tenant obtains Landlord's prior written consent (which shall not be unreasonably withheld, delayed or conditioned), (ii) such signage is authorized by applicable laws and ordinances, and (iii) such signage is in compliance with the Powder Forest[®] Business Park Covenants. Tenant agrees to diligently pursue, and to cause its agents to diligently pursue, all necessary permits to install signage approved by Landlord pursuant to this Section 7.3 (or not required to be approved) on the exterior of the Building, including the obtaining of a sign variance if necessary, and Landlord shall cooperate with Tenant in the installation of this signage, provided such efforts on the part of Landlord do not entail unusual or unreasonable costs or expenses or require Landlord to undertake or participate in litigation or similar proceedings. Landlord agrees that, so long as Tenant or any affiliate of Tenant occupies space in the Building, the monument sign located at the intersection of Grist Mill Road and the entrance drive on the Premises shall contain no lettering other than "100 Grist Mill".

8. USE OF PREMISES.

Except as otherwise provided in the following sentence of this Article 8; Tenant shall use and occupy the Premises only for the purpose of producing medical cannabis and related products and for any lawful purposes incidental thereto (the "Intended Uses"). Such use by Tenant shall not be grounds for default under this Lease. Tenant shall not use the Premises for any other purpose whatsoever except with the prior written consent of Landlord.

9. COMPLIANCE WITH LAWS.

9.1. Tenant Indemnify. Except for the negligence or intentional wrongful acts or omissions of Landlord, its agents, contractors or employees, Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury or property damage arising from or out of the occupancy or use by Tenant, its agents, contractors or employees of the Premises or the Building. In the event that Landlord shall, without fault on its part be made a party to any litigation commenced by or against Tenant on account of the occupancy or use by Tenant, its agents, contractors or employees of the Premises or the Building, Tenant shall protect and hold Landlord harmless and shall pay all Landlord's reasonable costs, expenses and attorneys' fees in connection therewith.

9.2. Tenant Insurance. At all times during the Term, Tenant shall pay all premiums for and maintain in effect with an insurance company or companies reasonably acceptable to Landlord, policies of insurance for the benefit of Landlord and Tenant, as their interests may appear, as follows:

(a) Insurance covering Tenant's trade fixtures, furniture, furnishings, equipment and other installations of Tenant not otherwise covered under Landlord's insurance coverage as described in Section 9.7 herein providing protection to the extent of not less than the full replacement cost thereof against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief," and insurance covering sprinkler leakage; and

(b) Automobile Liability Insurance, covering all owned and hired automobiles to be used by Tenant for business purposes, should be procured with the following minimum limits: Bodily Injury and Property Damage \$1,000,000 each occurrence, \$1,000,000 aggregate; and

(c) Comprehensive public liability insurance in the amount of at least Two Million Dollars (\$2,000,000) for any occurrence resulting in bodily or personal injury to or the death of one person and consequential damages arising therefrom, in the amount of at least Two Million Dollars (\$2,000,000) for any occurrence resulting in bodily injury and personal injury to or the death of more than one person and consequential damages arising therefrom and comprehensive property damage insurance covering liability for damage to all property in the amount of at least Two Million Dollars (\$2,000,000) for each occurrence.

9.3 Tenant will furnish to Landlord prior to Tenant entering on the Premises copies of policies or certificates of insurance evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel, fail to renew or materially change the coverage of said policy or policies without first giving ten (10) days' prior written notice thereof to Landlord.

9.4 Landlord Indemnity. Except for the negligence or intentional wrongful acts or omissions of Tenant, its agents, contractors or employees, Landlord shall indemnify Tenant and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury or property damage arising from or out of the occupancy or use by Landlord its agents, contractors or employees of the Premises or the Building. In the event that Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord on account of events concerning the occupancy or use by Landlord its agents, contractors or employees of the Premises or the Building, Landlord shall protect and hold Tenant harmless and shall pay all Tenant's reasonable costs, expenses and attorneys' fees in connection therewith.

9.5 Landlord's Insurance. Landlord shall keep the Land and Building and the fixtures appurtenances and equipment therein (other than Tenant's property) insured in the name and for the benefit of Landlord and the holders of mortgages on the Land and Building as their interests may appear, against all risks normally insured against in the usual fire and extended coverage policies written in Connecticut, including vandalism and malicious mischief, in an amount at least equal to one hundred percent (100%) of the full insurance replacement value thereof, exclusive of foundations, with a deductible of no less than One Thousand and 00/100 Dollars (\$1,000.00). Landlord shall further carry comprehensive general liability insurance in an amount of not less than Two Million Dollars (\$2,000,000) for injury or loss of life to one person in one accident and not less than Two Million Dollars (\$2,000,000) for property damage in any one occurrence in or about the Premises.

9.6 Waiver of Subrogation. Notwithstanding anything to the contrary in this Lease, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other or their agents, officers, partners, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Premises, the Building, improvements or fixtures therein or thereon, or any personal property within the Premises, from any cause whatsoever which would be covered by an insurance required to be carried by Tenant or Landlord pursuant to this Section, or which actually is insured against under the terms of an all-risk fire and extended coverage insurance policy, regardless of cause or origin, including the negligence of Landlord or Tenant or their agents, officers, partners, representatives, servants, employees, contractors, or invitees.

10. ASSIGNMENT, SUBLETTING, HYPOTHECATION AND TRANSFER OF LEASE.

10.1. Assignment and Subletting. Except as herein provided and as provided in Section 10.3, Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership of, mortgage or hypothecate this Lease or Tenant's interest in and to all or any part of the Premises without first procuring the written consent of Landlord, which consent Landlord shall not unreasonably withhold, delay or condition. Any attempted or purported transfer, assignment, subletting, license or concession agreement, change of ownership, mortgage or hypothecation (hereinafter "Transfer") without Landlord's written consent pursuant to this Section 10.1 or Section 10.3 shall be void ab initio and confer no rights upon any third person. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. Nothing herein contained shall relieve Tenant from its covenants and obligations for the Term. Tenant agrees to reimburse Landlord for Landlord's reasonable attorney's fees and expenses incurred in conjunction with the processing and documentation of any such requested Transfer of this Lease or Tenant's interest in and to the Premises.

10.2. Documentation Required. Each Transfer to which there has been consent shall be by an instrument in writing in form reasonably satisfactory to Landlord, and shall be executed by Tenant and the transferee, assignee, sublessee, licensee, concessionaire or mortgagee ("Transferee") in each instance, as the case may be. Each Transferee shall agree in writing for the benefit of Landlord herein to assume, to be bound by, and to perform the provisions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Article 10 shall operate to prevent any such Transfer from becoming effective.

10.3. Affiliate. Tenant may assign this Lease, grant possession to, or sublet all or any portion of the Premises to an Affiliate, without Landlord's prior written consent; provided, however, if either or both of April Arrasate or Eileen Konieczny are employed by Tenant, then either or both, as the case may be, must first consent to such assignment for it to be effective. An "Affiliate" shall mean any person controlling, controlled by or under common control with Tenant, or any entity resulting from a merger or consolidation with Tenant or which acquires all or substantially all Tenant's assets.

10.4. "Tenant" Shall Include Approved Assignees and Subtenants. In the event that Tenant assigns this Lease to an Affiliate or Landlord shall agree to any Transfer of Tenant's interest in this Lease, then the term "Tenant" shall thereafter be deemed to include, without further reference, the party to whom such interest is transferred, and such party shall assume all rights and obligations of Tenant under this Lease, including without limitation the Option set forth in Section 3 of this Lease. If the Lease be assigned or if the Premises or any part thereof be occupied by anybody other than Tenant, then Landlord may collect rent from the assignee or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this

Lease or the acceptance of the assignee, subtenant or occupant as Tenant or as a release of Tenant from the further performance of the provisions of this Lease. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the provisions of this Lease.

10.5. "Tenant" Liability Joint and Several If there shall be more than one Tenant they shall all be bound jointly and severally by the provisions of this Lease and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the provisions of this Lease may be given by or to any one thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.

10.6. Successor to Landlord's Interest: Liability of Landlord. The term "Landlord," as used in this Lease, shall be limited to mean the party executing this Lease as Landlord, its successors and assigns, and in the event of any transfer or transfers of the interest of Landlord in the Premises, the said Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any provisions of this Lease on the part of said Landlord thereafter to be performed, provided that any amount then due and payable to Tenant by Landlord, or the then grantor, under any provisions of this Lease, shall be paid to Tenant. Landlord and Tenant agree that the provisions of this Lease to be kept and observed by Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership. Further, Landlord's liability under this Lease shall be limited to and include only the interest of Landlord in the Premises.

11. DAMAGE AND DESTRUCTION

11.1 Partial Damage. In the event that the Premises shall be partially damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord as quickly as possible, but in no event later than forty-five (45) days from the date of damage, and the Base Rent and Additional Rent shall be abated and apportioned from the date of such damage until such repairs are fully completed, according to the affected portion of the Premises; provided, however, in respect of such alterations, decorations, additions and improvements, originally made or installed by Tenant at Tenant's expense, as shall have been damaged by such fire or other casualty and which (in the reasonable judgment of Landlord) can more effectively be repaired as an integral part of the repair work on the Premises, that the repairs to such Tenant's alterations, decorations, additions and improvements shall be performed by Landlord but at Tenant's expense, subject to Tenant's prior written approval. All repairs to and replacements of property that Tenant is entitled to remove as provided in this Section 7.2 of this Lease shall be made by and at the expense of Tenant. Notwithstanding the foregoing, if Landlord or any mortgagee of the Building or the Land shall be unable to collect the insurance proceeds (including rent insurance proceeds) applicable to such damage because of some negligent action or negligent inaction on the part of Tenant, or the employees, licensees or invitees of Tenant, the

cost of repairing such damage shall be paid by Tenant and there shall be no abatement of rent. Landlord shall not be liable for delays in the making of any such repairs which are due to governmental regulation, casualties and strikes, unavailability of labor and materials, and other causes beyond the reasonable control of Landlord, nor shall Landlord be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from delays, beyond the reasonable control of Landlord, in repairing such damage. If any part of the Premises shall have been permanently rendered unfit for use and occupation hereunder by reason of such damage, the Base Rent and Additional Rent shall be abated according to the nature and extent to which the Premises shall have been so rendered unfit. Promptly after the casualty Landlord shall begin and shall thereafter diligently pursue to completion the work required to restore the Premises to the condition they were in immediately prior to the occurrence of the casualty so the Premises are again fully usable for the Intended Uses.

11.2 Restoration Notice. Landlord shall notify Tenant in writing within fifteen (15) days after the casualty stating its best estimation of how long the restoration of the Premises will take. If (i) Landlord fails to notify Tenant within the fifteen (15)-day period; or (ii) Landlord notifies Tenant within such period that the Premises cannot be fully restored within sixty (60) days from such casualty; or (iii) within sixty (60) days after the casualty the Premises have not yet been fully restored; then in any of such cases Tenant may, at its option, either (i) elect to exercise the Option or (ii) terminate this Lease by a written notice to Landlord not later than fifteen (15) days after the expiration of said sixty (60) days, in which event this Lease shall terminate as of the effective date set forth in Tenant's notice to Landlord and the Base Rent and Additional Rent shall continue to be apportioned according to the affected portion of the Premises until the effective date of cancellation, and shall cease as of such effective date. In such event Landlord shall promptly refund to Tenant any Base Rent or Additional Rent paid in advance.

11.3 Casualty During Last Twelve Months. If (i) the Premises are so damaged by fire or other casualty (whether or not insured) at any time during the last twelve (12) months of the Term or any extension or renewal, and the cost to repair such damage is reasonably estimated to exceed one-half of the total yearly rent payable hereunder for the period from the estimated date of restoration until the Expiration Date, or (ii) the Building (whether or not including any portion of the Premises) is so damaged by fire or other casualty (whether or not insured) that substantial alteration or reconstruction or demolition of the Building shall in Landlord's reasonable judgment be required, then and in either of such events, Landlord shall deliver a notice to Tenant to provide an explanation of the same (the "Significant Casualty Notice") and, upon receipt of such Significant Casualty Notice, Tenant may, at its option, either (i) elect to exercise the Option or (ii) terminate this Lease by a written notice to Landlord which shall be given by Tenant to Landlord within sixty (60) days following such fire or other casualty, the effective termination date which shall be not less than thirty (30) days after the day on which such Significant Casualty Notice is received by Tenant. In the event of any termination, this Lease and the Term shall expire as of such effective termination date as though that were the Expiration Date and the Rent shall be apportioned as of such date; and if the Premises or any part thereof shall have been rendered unfit for use and occupation by reason of such damage the rent for the period from the date of the fire or other casualty to the effective termination date, or a just

and proportionate part thereof, according to the nature and extent to which the Premises shall have been so rendered unfit, shall be abated. The proceeds of any insurance carried by Landlord and the rights of Landlord and Tenant under this Section to such proceeds shall at all times be subject and subordinate to the rights of the holder of any first mortgage on the Land and Building.

11.4 Total Destruction. If the Premises are totally damaged by fire or other casualty or rendered substantially unusable for the Intended Uses, this Lease shall terminate as of the date of such casualty at the election of either party, written notice of such election to be given to the other party within thirty (30) days after such casualty, provided that prior to any such termination Tenant shall first have the opportunity to exercise the Option. In the event of any such casualty, Base Rent and Additional Rent shall cease as of the date of such casualty, and Landlord shall refund to Tenant any Base Rent or Additional Rent paid in advance. If neither party elects to terminate this Lease, Landlord shall rebuild and restore the Premises as quickly as possible to the condition they were in immediately prior to the occurrence of the casualty, provided that if the Premises are not fully restored within ninety (90) days from the date of the casualty, Tenant shall have the option, but not the obligation, to either (i) exercise the Option or (ii) terminate this Lease.

12. CONDEMNATION

12.1 Entire Taking. In the event that the whole of the Premises shall be taken under the power of eminent domain, this Lease shall thereupon terminate as of the date possession shall be so taken.

12.2 Partial Taking of Building. If more than twenty percent (20%) the floor area of the Building, whether or not any portion of the Premises is taken as aforesaid, or more than forty percent (40%) of parking spaces on the Land shall be taken as aforesaid, then Tenant may, by written notice to Landlord, either (i) elect to exercise the Option or (ii) terminate this Lease. The termination shall be effective as of the date possession is taken.

12.3 Partial Taking of Premises. In the event that a portion of the Premises shall be taken under the power of eminent domain, Tenant may, by written notice to Landlord, either (i) elect to exercise the Option or (ii) terminate this Lease within six (6) months of the taking date. In the event that this Lease is not so terminated, Landlord shall, upon receipt of the award in condemnation, restore the reduced Premises as far as practicable to the condition existing just prior to such taking, and the Base Rent and Additional Rent shall thereafter be equitably abated, but Landlord shall not be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation that is free and clear to Landlord of any collection by mortgagees. Tenant, at its own cost and expense shall restore all exterior signs, trade fixtures, equipment, furniture, furnishings and other installations of personalty of Tenant which are not taken to as near its former condition as the circumstances will permit. In the event of a Partial Taking, all provisions of this Lease shall remain in full force and effect.

12.4 Condemnation Award. In the event the Premises or any part thereof shall be taken or condemned for any public or quasi-public use or purpose by any competent authority in condemnation proceedings or by any right of eminent domain, the entire award for the Land and the Building shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant. Notwithstanding the foregoing, Tenant shall have the right to appear at any condemnation proceeding to claim any separate award with respect to the value of Tenant's fixtures, improvements, furniture, partitions, equipment, relocation expenses, and loss of business.

12.5 Temporary Taking. If there is a taking of the Premises for temporary use arising out of a temporary emergency or other temporary situation, this Lease shall continue in full force and effect, and Tenant shall continue to comply with Tenant's obligations under this Lease, except to the extent compliance shall be rendered impossible or impracticable by reason of the taking, and Tenant shall be entitled to the award for its interest.

13. DEFAULT.

13.1. Tenant Default. The following events shall each be deemed a "Tenant Default" under this Lease:

13.1.1 The failure of Tenant to pay any installment of Base Rent or Additional Rent within ten (10) days after Tenant's receipt of prior written notice of such failure from Landlord;

13.1.2 Tenant's license obtained from the Connecticut Department of Consumer Protection under Connecticut General Statutes § 21a-408 *et seq.* shall be revoked, expire or otherwise be terminated or suspended by the Connecticut State Department of Consumer Protection, provided that any remedies available to Landlord by reason of default under this Section shall be stayed throughout the entirety of all administrative and judicial appeal proceedings and applicable appeal periods related to said license.

13.2. Tenant's Default; Notice to Tenant; Remedies.

(a) If Tenant fails to pay any Base Rent or Additional Rent or other payment due hereunder within ten (10) days after the date that such payment is due or, if after thirty (30) days' written notice provided by Landlord, Tenant fails to perform any other of the provisions of this Lease to be observed or performed by Tenant (if such provision or obligation hereof cannot be performed within thirty (30) days then if Tenant fails within said thirty (30) day period to commence and thereafter to diligently and continually pursue its obligation hereunder) then, at any time during the continuance of any one or more of such events (sometimes hereinafter referred to as an "event of default"), Landlord may elect to terminate this Lease, provided that, prior to any termination, Tenant shall first have the opportunity to bring the rent current and exercise the Option as set forth in Section 3 of this Lease. Only in the event that Tenant does not elect to bring the rent current and exercise the Option, and Landlord elects to terminate this Lease, this Lease shall terminate and come to an end on the date specified in a notice of

cancellation from Landlord to Tenant, and Tenant shall quit and surrender the Premises to Landlord as if the Term ended by the expiration of the time fixed herein, but Tenant shall remain liable for all sums accruing prior to the termination of this Lease. Notwithstanding any grace period provided hereunder, Tenant shall be in default if, three (3) times during any Lease Year Tenant fails to pay Rent on the date that it is due.

(b) If an event of default occurs and is then continuing, and if Landlord elects not to terminate this Lease, then (a) Landlord shall have the immediate right, pursuant to legal process, if any be applicable, to either pay any sums or do any act on behalf of Tenant, in order to cure an event of default by Tenant, and any sums expended by Landlord, together with interest thereon shall be immediately due and payable by Tenant to Landlord, or (b) Landlord may, pursuant to legal process, if any be applicable, re-enter the Premises and Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

13.3. Re-Letting; Landlord's Damages. Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to relet the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the Term) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable and upon each such reletting all rentals received by Landlord from such reletting shall be applied (a) first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, (b) second, to the payment of the cost of any such alterations and repairs, and (c) third, to the payment of Rent due and unpaid hereunder, and any amount remaining shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than the Rent to be paid during that month by Tenant hereunder, then Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly, first from the Security Deposit, to the extent that any sums remain available, and thereafter directly from the Tenant and any guarantor. Landlord may recover from Tenant, from time to time, all damages it may incur by reason of Tenant's default, including the cost of recovering the Premises, reasonable attorneys' fees and the worth, at the time of such termination, of the excess, if any, of the amount of Rent and charges equivalent to rent reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remainder of the stated Term, all of which amount shall be immediately due and payable from Tenant to Landlord.

13.4 Landlord Events of Default. The following events shall each be deemed a "Landlord Default" under this Lease:

13.4.1 The occurrence of an (i) Event of Bankruptcy or (ii) any failure by Landlord to perform any obligation under this Lease where such event or failure shall continue for more than thirty (30) days after Tenant's written notice of such event or failure (the "Default Notice") is received by Landlord and Landlord shall fail to provide a response to the Default Notice specifying the actions undertaken or to be undertaken to effect a cure within thirty (30) days after receipt of the Default Notice, or shall respond to the Default Notice but shall fail to effect the cure specified in such response shall be an event of default by Landlord; provided, however, that Landlord shall not be in default with respect to any matter referred to in a Default Notice which is susceptible of cure but cannot be reasonably cured within said thirty (30)-day period, so long as Landlord responds to the Default Notice and sets out a reasonable plan and schedule to effect a cure and thereafter makes reasonable efforts to complete the same in accordance with such schedule. "Event of Bankruptcy" shall mean any of the following: (a) if a receiver or custodian is appointed for all or a substantial portion of Landlord's property or assets, which appointment is not dismissed within one hundred eighty (180) days; (b) if Landlord files a voluntary petition under the United States Bankruptcy Code or any other bankruptcy or insolvency laws, which petition is not withdrawn within thirty (30) days; (c) if there is an involuntary petition filed against Landlord as the subject debtor under the United States Bankruptcy Code or any other bankruptcy or insolvency laws, which is not dismissed within one hundred eighty (180) days of filing, or which results in the issuance of an order for relief against the debtor; or (d) if Landlord makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors, which assignment is not withdrawn in thirty (30) days.

13.5 Tenant Remedies. Except as otherwise provided in this Lease, and subject to the provisions of Section 25.7 of this Lease, if a Landlord Default occurs, Tenant shall be entitled to pursue its rights and remedies pursuant to this Lease or as may otherwise be available at law or in equity.

13.6. Waiver of Trial by Jury; Counterclaims. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of Base Rent or any other charge due hereunder, Tenant will not interpose any counterclaim, except compulsory counterclaims. This shall not be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

13.7. Other Rights and Remedies. Tenant hereby expressly waives any and all rights of redemption granted by, or under present or future, laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the provisions of this Lease or otherwise.

In the event of a breach or threatened breach by Tenant or Landlord of any provision of this Lease, then the other party shall have the right of injunction as if other remedies were not provided for herein.

The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all of the others or those which may be permitted at law or in equity.

13.8. Force Majeure. Landlord and/or Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the provisions of this Lease, except for the payment of monetary obligations, when prevented from so doing by cause or causes beyond Landlord's control or Tenant's control, as the case may be, which shall include all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or reasonable substitute for said materials or services, acts of God or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord and/or Tenant.

14. HOLDOVER BY TENANT.

14.1. Rent in the Event of Holdover. In the event that Tenant shall hold the Premises after the expiration of the Term (as it may be extended pursuant to Article 18) without the express written consent of Landlord, such holding shall be deemed to have created a tenancy from month to month terminable on thirty (30) days' written notice by either party to the other. With the exception of those items set forth in this Article 14, all of the provisions of this Lease shall govern in the event of a holdover. Monthly rental during any such holdover period shall be \$120,000 per month together with all other additional charges provided for by this Lease.

14.2. Liability in the Event of Holdover. If Tenant fails to surrender the Premises upon the termination of this Lease, then Tenant shall, in addition to any other liabilities to Landlord accruing therefrom, indemnify and hold Landlord harmless from loss or liability resulting from such failure, including any claims made by any succeeding tenant founded on such failure.

15. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS.

If Tenant shall fail to make any payment or perform any other act to be performed or observed by Tenant under the provisions of this Lease, then (subject to applicable grace and cure periods) Landlord may, but not be obligated so to do, make any such payment or perform any such act for the account of Tenant except as limited by state law relating to medical cannabis. To the extent that Landlord's rights under this Article require access to the Premises, such access shall be subject to the provisions of Article V of this Lease. If Landlord makes any expenditure or incurs any obligations for the payment of money in connection therewith, such sums, together with interest thereon at the Prime Rate in effect at the time of such payment, shall be deemed Additional Rent and shall be payable to Landlord on demand.

16. INDEMNIFICATIONS, REPRESENTATIONS AND WARRANTIES

16.1. Tenant Indemnity.

(a) Indemnification. Except for the negligence or intentional wrongful acts or omissions of Landlord, its agents, contractors or employees, or related to the lawfulness of the Tenant's Intended Use of the Premises for production of licensed medical cannabis, Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury or property damage arising from or out of any occurrence in, upon, at or from the Premises or the occupancy or use by Tenant of the Premises;

(b) Tenant's Property at Tenant's Risk. Tenant shall store its property in and shall occupy the Premises at its own risk; Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's, equipment, fixtures or other personal property of Tenant or to Tenant's business, unless caused by the negligence or intentional wrongful acts or omissions of Landlord or by any breach of Landlord's obligations under this Lease;

(c) Landlord Not Liable. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, that may be occasioned solely by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining Premises, or by or from the negligence or intentional wrongful acts or omissions of any other occupant of the Building; and

(d) Notification of Landlord by Tenant in Case of Accident. Providing Tenant has knowledge of same, Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building and of defects therein or in any fixtures or equipment.

(e) Litigation Involving Tenant. In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant on account of events occurring on or about the Premises, Tenant shall protect and hold Landlord harmless and shall pay all Landlord's reasonable costs, expenses and attorneys' fees in connection therewith.

(f) Limitation of Liability. Notwithstanding anything set forth in this Lease to the contrary, neither Landlord nor its members, nor any officer or director of any entity comprising Landlord, shall be personally liable for the breach of any of the provisions of this Lease. Such

exculpation of personal liability is absolute and unconditional, and shall survive the termination of this Lease.

16.2. Landlord Indemnity. Except for the negligence or intentional wrongful acts or omissions of Tenant, its agents, contractors or employees, Landlord shall indemnify Tenant and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury or property damage arising from or out of any occurrence in, upon, at or from the Common Areas.

16.3. Landlord Representations and Warranties. Landlord represents and warrants to Tenant that the statements contained in this Section 16.3 are true and correct as of the date hereof.

(a) Organization and Qualification of Landlord. Landlord is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it. Landlord is duly licensed or qualified to do business and is in good standing under the laws of the State of Connecticut.

(b) Authority of Landlord. Landlord has full limited liability company power and authority to enter into this Lease with Option to Purchase to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Landlord of this Lease with Option to Purchase the performance by Landlord of its obligations hereunder and thereunder and the consummation by Landlord of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Landlord. This Agreement has been duly executed and delivered by Landlord, and (assuming due authorization, execution and delivery by Tenant) this Agreement constitutes a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms. When the Option Notice is exercised and delivered to Landlord (assuming due authorization, execution and delivery by each other party thereto), such Option will constitute a legal and binding obligation of Landlord enforceable against it in accordance with its terms.

(c) No Conflicts; Consents. The execution, delivery and performance by Landlord of this Lease with Option to Purchase and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate formation, limited liability company agreement or other organizational documents of Landlord; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order; (c) require the consent, notice or other action by any person, entity or Governmental Authority under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both,

would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract, agreement, permit or authorization to which Landlord is a party or by which Landlord or the Premises is bound or to which the Premises is subject; or (d) result in the creation or imposition of any charge, claim, lien (statutory or other), option, security interest, mortgage or restriction of any kind on the Premises. No consent, approval, permit or authorization of, registration, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Landlord in connection with the execution and delivery of this Lease with Option to Purchase and the consummation of the transactions contemplated hereby and thereby. For purposes of this Agreement:

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(d) Legal Proceedings; Governmental Orders.

There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas or investigations of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity ("Actions"), pending or threatened against or by Landlord (i) relating to or affecting the Premises; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Lease with Option to Purchase. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Actions. There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Premises.

17. CONSTRUCTION; DISCHARGE OF LIENS.

17.1. Construction of Premises. All construction costs are to be borne by Tenant. Tenant agrees that Landlord is delivering the Premises in its "as-is", "where is" condition. Tenant shall be obligated to construct and complete full height firewall partitions separating the so-called "Clean Room Space" within the Building in the location shown in Exhibit 17.1 attached hereto and made a part hereof, which Clean Room Space will be used for production of medical cannabis and related products, from the remainder of the Premises. Tenant shall, with due diligence, undertake all such work and perform such other work as shall be necessary or appropriate in order to prepare the Premises for Tenant's occupancy. Prior to commencing any such work on the Premises, Tenant shall notify Landlord in writing of all contractors, subcontractors, material men and other workers or persons who Tenant shall employ, use or hire to perform the Tenant's Work at or to the Premises.

17.2. Discharge of Liens. Tenant shall keep the Premises free of mechanics' or other liens by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien or notice thereof shall at any time be filed, then Tenant shall cause the same to be discharged of record either by payment or in such other manner as may be prescribed by law or bond to the satisfaction of Landlord. If Tenant shall fail to discharge any lien, then, in addition to any other right or remedy of Landlord resulting from such default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien in such manner as is, or may be, prescribed by law. Tenant shall repay Landlord, as Additional Rent, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Section 17.2, including interest and the costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith.

17.3. Clean Room. Pursuant to the terms of this Lease, Landlord shall vacate and turn over the Clean Room Space to Tenant within thirty (30) days after the Effective Date of this Lease. Notwithstanding any provision herein to the contrary, if, upon inspection of the Clean Room Space, Tenant determines, in its sole but reasonable discretion, that the existing electrical and other equipment in the Clean Room Space (the "Clean Room Equipment") does not meet the requirements for Tenant's Intended Uses of the Premises as set forth in Section 8 of this Lease, then Tenant shall spend up to Fifty Thousand and NO/100 Dollars (\$50,000.00) to repair the Clean Room Space to meet the requirements for Tenant's use of the Premises as set forth in Section 8 of this Lease. If, after Tenant completes such initial repairs, Tenant determines, in its sole but reasonable discretion, that the Clean Room Space continues not to meet the requirements for Tenant's Intended Uses of the Premises as set forth in Section 8 of this Lease, Tenant shall provide Landlord with a written notice (the "Clean Room Notice") identifying said deficiencies and identifying the required changes to the Clean Room Space. Upon receipt of such Clean Room Notice, Landlord agrees that, if and only if the Tenant exercises the Option, Landlord will reduce the Purchase Price by up to One Hundred Thousand and no/100 Dollars (\$100,000) for that portion of the costs to repair the Clean Room Space (the "Clean Room Excess Costs") in excess of the initial Fifty Thousand and NO/100 Dollars (\$50,000.00) expended by Tenant

pursuant to this Section. Notwithstanding anything to the contrary, nothing in this Section shall otherwise alter the rights and obligations of Landlord or Tenant under this Lease.

18. OPTION TO EXTEND.

So long as Tenant is not in default hereunder beyond any applicable grace or cure period, Tenant shall have the right to extend the Term for one period of five (5) years, provided that Tenant shall give Landlord written notice of the exercise of its election to extend at least six (6) months prior to the expiration of the initial Term of this Lease. In the event of an extension as aforesaid, all of the terms of the Lease set forth herein shall remain in full force and effect. After the exercise by Tenant of such option to extend, the word "Term" or any equivalent expression shall mean the Term as so extended. The annual Base Rent for the extension Term shall be One Million Four Hundred Forty Thousand and No/100 Dollars (\$1,440,000.00), payable in equal monthly payments of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00), in accordance with the terms of this Lease.

19. NOTICES.

All notices, consents, waivers or other communications which this Lease requires or permits either party to give to the other shall be in writing and shall be deemed to have been given when delivered personally or by courier service or three days after having been deposited in the United States Mail as first-class certified or registered mail, postage prepaid, addressed as follows:

If to Landlord: Grist Mill Partners, LLC
 Attn: Mr. Matthew Westcott
 1-3 Mill Pond Lane
 Simsbury, CT 06070

with copies to:

Halloran & Sage LLP
Attn: Richard P. Roberts, Esq.
One Goodwin Square
Hartford, CT 06103

If to Tenant: CuraLeaf, LLC
 Attn: Robert Birnbaum
 145 Doubling Road
 Greenwich, CT 06830

With copies to: Robinson & Cole LLP
Attn: Brian R. Smith, Esq.
280 Trumbull Street
Hartford, CT 06103

or to Landlord and Tenant at such other address or to such other persons as each of them may designate by notice duly given in accordance with this Article 19 to the other party.

20. LIABILITY OF LANDLORD.

Landlord shall not be liable for any loss or damage to any property of Tenant by reason of theft or illegal entry unless caused by Landlord's negligence or intentional wrongful acts or omissions. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said Building or from the pipes, appliances, or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature unless caused by Landlord's negligence or intentional wrongful acts or omissions; nor shall Landlord be liable for any such damage caused by other tenants in the Building unless caused by Landlord's negligence or intentional wrongful acts or omissions.

21. SERVICES TO BE PROVIDED BY LANDLORD.

[INTENTIONALLY OMITTED]

22. LANDLORD'S INABILITY TO PERFORM.

If Landlord is delayed in the performance of any provision of this Lease, because of any of the following causes: acts of the other party, unusual action of the elements, war, riot, strikes, lockouts, labor disputes, inability to procure or general shortage of labor, materials or merchandise in the normal channels of trade, delay in transportation, delay in inspections, governmental action or inaction where action is required, including but not limited to delay that is directly attributable to restrictions imposed by the Connecticut Department of Consumer Protection due to Tenant's business use, or any other cause beyond the reasonable control of Landlord, whether similar or dissimilar to the foregoing (financial inability, imprudent management or negligence excepted) - then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the period of such delay, except that the foregoing shall in no way affect Tenant's obligation to pay Rent, as provided herein, or the length of the Term.

23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT: COVENANT NOT TO SUBORDINATE.

Other than the Mortgage and Collateral Assignment of Leases and Rentals in favor of TD Banknorth, N.A. referenced above, Landlord covenants not to further pledge, hypothecate or subordinate the Lease to any mortgage or ground lease that may now or hereafter affect the Premises. Upon Tenant's written request Landlord shall use its best efforts to secure a non-disturbance agreement from its existing mortgagee.

24. BROKERS.

24.1. **Brokerage Representations.** Tenant represents and warrants to Landlord that no broker or agent, other than Richard Correia, dealt with Tenant in connection with the Premises or this Lease. Landlord represents and warrants to Tenant that Landlord has not entered into any brokerage or agency agreement relating to the Premises or this Lease and that Landlord has not otherwise dealt with any broker or agent in connection with the Premises or this Lease, other than Richard Correia. Landlord agrees to pay all commissions and brokerage fees, if any, payable to Richard Correia in connection with the Premises or this Lease.

24.2. **Brokerage Indemnification.** Landlord shall indemnify and hold harmless Tenant from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) that may be imposed upon, asserted against or incurred or suffered by Tenant by reason of any breach of Landlord's representation and warranty set forth in Section 24.1. Tenant shall indemnify and hold harmless Landlord from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) that may be imposed upon, asserted against or incurred or suffered by Landlord by reason of any breach of Tenant's representation and warranty set forth in Section 24.1.

25. MISCELLANEOUS.

25.1. **Changes.** Neither this Lease nor any provision hereof may be changed, waived, released, discharged, withdrawn, revoked, canceled or terminated orally or by any action or inaction. Any such change, waiver, release, discharge, withdrawal, revocation, cancellation or termination shall be effective only if set forth in a written document signed by the person against whom enforcement of that change, waiver, release, discharge, withdrawal, revocation, cancellation or termination is sought and then shall be effective only to the extent specifically provided in that document.

25.2. **Successors and Assigns.** Except as otherwise provided in this Lease, the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Each reference in this Lease to Landlord or Tenant shall be deemed also to refer to their respective successors and assigns.

25.3. **Exhibits; Captions.** The Exhibits attached hereto are incorporated in and made a part of this Lease by this reference. The organization of this Lease into Articles, Sections, subsections, paragraphs and other subdivisions, and the use of captions, headings and numerical

and alphabetical designations for those Articles, Sections, subsections, paragraphs and other subdivisions, are for convenience of reference only. Those captions, headings and designations shall not be considered to be a part of this Lease and shall not be deemed or construed to define, limit, expand or otherwise modify or affect the scope or meaning of this Lease or any provision set forth herein.

25.4. Governing Law. This Lease shall be governed in all respects by the laws of the State of Connecticut, without regard to principles of conflicts of law.

25.5. Severability. All rights, powers, privileges and remedies provided in this Lease may be exercised only to the extent necessary so they will not render this Lease invalid, illegal or unenforceable. If any provision of this Lease shall be determined to be invalid, illegal or unenforceable, in whole or in part or in any respect, or if any provision of this Lease would operate to invalidate this Lease, then that provision alone shall be deemed to be null and void, and the remaining provisions of this Lease shall continue in full force and effect and shall not be impaired or otherwise affected in any way.

25.6. Counterparts. This Lease may be executed in one or more identical counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same document. Signature pages may be detached from multiple separate counterparts without impairing the legal effect thereof and may be attached to a single counterpart so that all signature pages are physically attached to the same document.

25.7. Dispute Resolution and Arbitration. In the event any dispute involving this Lease arises between the parties (excepting non-payment of Rent), they shall negotiate a resolution of the dispute at a meeting of the principals called for that purpose. If the dispute cannot be resolved by negotiation, then the parties shall submit the matter to binding arbitration under the standard rules of the American Arbitration Association. Any hearing in connection with such arbitration shall be held at a location in Hartford County, Connecticut designated by the American Arbitration Association. Landlord and Tenant shall attempt to agree upon a mutually acceptable arbitrator within ten (10) business days after submitting the matter to arbitration. If an arbitrator cannot be mutually selected, then each party shall select an arbitrator and the two selected arbitrators shall mutually select a third arbitrator to conduct the arbitration. Judgment upon the award rendered by the arbitration may be entered in any court of competent jurisdiction and may be enforced in accordance with the laws of the State of Connecticut. Each of the parties shall bear its own expenses in connection with any such arbitration (including its own attorneys' fees and costs of production of evidence), but the parties shall equally share all arbitrator compensation, the cost (if any) of renting a hearing room and all American Arbitration Association administrative charges and fees. The provisions of this Section 25.7 shall not be binding on any person succeeding to all or part of Landlord's interest in the Premises by reason of the exercise of any remedy provided for in any mortgage covering the Premises, the Building or the Park.

25.8. Time of Essence. Time is of the essence with respect to the performance of each of the provisions of this Lease.

25.9. Use of Certain Terms. As used in this Lease, the term "person" means any natural person, sole proprietorship, partnership, limited partnership, limited liability partnership, joint venture, association, trust, estate, limited liability company, corporation (whether or not organized for profit), financial institution, government (and any agency, instrumentality or political subdivision thereof) or other entity, authority or organization of any kind, whether acting for himself, herself or itself or in a representative capacity. Each reference in this Lease to any gender shall be deemed also to refer to any other gender, and each reference in this Lease to "Dollars" or "\$" shall be deemed to refer to the lawful currency of The United States of America. As used in this Lease, unless the context clearly requires otherwise, (a) the singular shall be deemed to include the plural and *vice versa*, (b) the words "herein," "hereof," "hereunder," "hereinafter" and "hereto" and words of similar import shall be deemed to refer to this Lease as a whole and not to any particular Article, Section, paragraph or other subdivision, and (c) the words "include" and "including" shall be deemed to be followed by the words "without limitation." Each reference in this Lease to the provisions of this Lease or the provisions of any other document or instrument shall be deemed to refer to any and all covenants, agreements, terms, conditions and other provisions hereof or thereof. Each reference in this Lease to the fees or other compensation of any agents, contractors, attorneys or other representatives of any person shall be deemed also to include their respective expenses and disbursements. Each reference in this Lease to any specific statute or regulation or to any specific statutory or regulatory compilation shall be deemed to include any and all amendments, substitutions or replacements thereto or therefor, as well as any similar statutory or regulatory provision or compilation that may hereafter be enacted by any governmental or quasi-governmental authority.

25.10. Relationship of Parties. The relationship of Landlord and Tenant as established by this Lease is solely that of a landlord and tenant of real property. Nothing set forth in this Lease shall be deemed or construed to create a partnership, joint venture or other entity or association, a tenancy in common, joint tenancy or co-ownership of any kind, a relationship of principal and agent or any other form of relationship other than that of a landlord and tenant of real property. Without limiting the generality of the foregoing, nothing set forth in this Lease shall be deemed or construed to make either party liable for the debts incurred by the other in the conduct of its business.

25.11. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes any prior understandings, agreements (including the Letter of Intent), or representations by or between the parties, written or oral, with respect to the subject matter hereof.

26. NOTICE OF LEASE.

Neither party shall record this Lease without the prior written approval of the other. The parties acknowledge that this agreement is a material term of this Lease. However, at the request of either party, Landlord and Tenant shall execute, for recording, a Notice of Lease in form attached as Exhibit 26, which form is acceptable to Landlord and Tenant. Tenant shall bear the cost of recording the Notice of Lease.

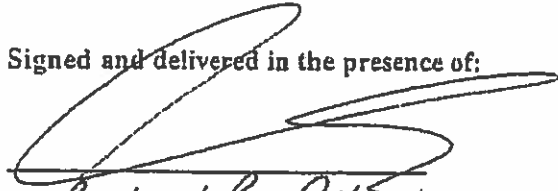
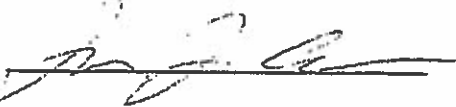
27. COMMERCIAL TRANSACTION.

THE PARTIES ACKNOWLEDGE THAT THIS LEASE IS A COMMERCIAL TRANSACTION, AS THAT TERM IS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a. IN THE EVENT LEGAL ACTION IS BROUGHT BY EITHER PARTY AGAINST THE OTHER IN CONNECTION WITH THIS LEASE, THE PARTY AGAINST WHOM THAT ACTION IS BROUGHT HEREBY WAIVES, TO THE EXTENT ALLOWED UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER APPLICABLE LAW, ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY THAT THE PARTY BRINGING THAT ACTION MAY DESIRE TO PURSUE.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be executed and delivered on its behalf as of the day and year first above written.

Signed and delivered in the presence of:


Richard P. Roberts


LANDLORD:

GRIST MILL PARTNERS, LLC

By Caroline Financial Group, Inc.

Its Managing Member

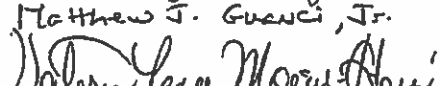
By 

Matthew Westcott

President of Its Managing Member

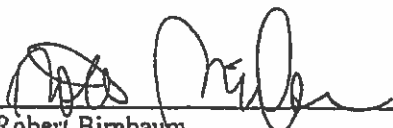
Duly Authorized

Signed and delivered in the presence of:


Matthew J. Guanci, Jr.

Valerie Renee Morris-Harris

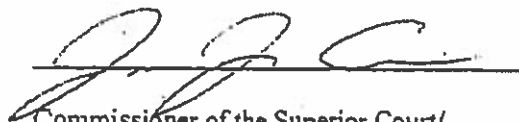
TENANT:

CURALEAF, LLC

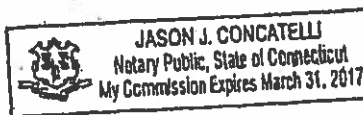
By 
Robert Birnbaum
Its Manager
Duly Authorized

STATE OF CONNECTICUT)
) ss: Simsbury
COUNTY OF HARTFORD)

On this 11th day of February, 2014, personally appeared Matthew Westcott, President of Caroline Financial Group, Inc., Managing Member of Grist Mill Partners, LLC, a Delaware limited liability company, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such managing member and the free act and deed of said limited liability company.



Commissioner of the Superior Court/
Notary Public
My Commission Expires:



STATE OF CONNECTICUT)
) ss: Simsbury Hartford
COUNTY OF HARTFORD)

On this 11th day of February, 2014, personally appeared Robert Birnbaum, Manager of CuraLeaf, LLC, a Connecticut limited liability company, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such managing member and the free act and deed of said limited liability company.



Commissioner of the Superior Court/
Notary Public
My Commission Expires: 2/28/17

SHERRY STRICKLAND
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2017

EXHIBIT 1

COPY OF LETTER OF INTENT

November 5, 2013

Mr. Daniel E. Carpenter
Grist Mill Partners, LLC
100 Grist Mill Road
Simsbury, CT 06070

Re: Term Sheet By And Between Grist Mill Partners LLC a Delaware LLC--
Landlord ("GMP") and curaleaf LLC a Connecticut LLC--Tenant
("CuraLeaf")

Dear Mr. Carpenter:

The following business terms describe generally the terms and conditions of the proposed lease with option to purchase the real property and improvements of 100 Grist Mill Road, Simsbury, Connecticut described in a deed recorded at Vol. 743 Page 390 of the Simsbury Land Records. If you agree to these terms, please countersign below and return a copy to me by November 8, 2013.

CuraLeaf is seeking the lease for purposes of producing medical marijuana. As a precondition to entry into the lease with option to purchase, CuraLeaf must seek and obtain a Producer License from the State of Connecticut's Department of Consumer Protection.

As part of the application process, GMP agrees to certify to the State Department of Consumer Protection that it consents to CuraLeaf operating a production facility on the premises as provided in the form attached to this letter.

Provided the foregoing precondition is met, the parties will enter into a lease with option to purchase under the following terms and conditions:

1. The lease shall be for the entire building and the land of 100 Grist Mill Road, Simsbury, Connecticut. See Map G11 Block 103 and Lot 005-25 of the Simsbury Tax Assessor's Records and as more particularly described in Volume 743 Page 390 of the Simsbury Land Records.
2. The initial lease term shall be for five (5) years from the Rent Commencement Date. The Rent Commencement Date shall be that date when all permits and approvals to operate have been granted, and the appeal periods have expired, and the building has been fully vacated. GMP shall have a minimum of three

Mr. Daniel E. Carpenter
November , 2013
Page 2

- (3) months but no more than six (6) months to turn over the building and land free of all other tenants or occupants.
3. There shall be one 5-year renewal option.
 4. For the first 24 months after the Rent Commencement Date, rent shall be \$60,000 per month. Thereafter rent shall be \$120,000 per month or 7.5% of CuraLeaf's gross sales of the product grown at the leasehold site, whichever is greater. To effectuate this provision, CuraLeaf shall pay rent in the sum of \$120,000 per month. Every six months, there will be a true-up to determine if 7.5% of the gross sales exceeds this sum and any additional rent shall be paid within 30 days thereafter. GMP will have audit rights as to gross sales of the product every six months.
 5. CuraLeaf shall have an exclusive option to buy the leasehold premises during the term of the Lease for the sum of \$5 Million. This option may be exercised at any time during the term of the initial lease or renewal upon 30 days prior written notice.
 6. If the option is exercised in the 24-month period immediately following the Rent Commencement Date, then GMP shall be entitled to an additional sum above the \$5 Million purchase price equal to \$60,000 for each month prior to the expiration of the initial 24 months of the lease term.
 7. The cost of the proposed renovations to the existing building shall be borne solely by CuraLeaf. CuraLeaf shall be responsible for utilities, maintenance and repair but not for replacement of structural items such as the roof, HVAC or foundation.
 8. GMP shall pay all real estate taxes as and when due.
 9. The parties agree that the lease with option to purchase shall not be subordinate to any mortgage, pledge or hypothecation by GMP and it will take such measures as may be necessary to make the lease superior to any recorded pledges, mortgages, etc. as a precondition of the effectiveness of the lease with option to purchase.

Mr. Daniel E. Carpenter
November 5, 2013
Page 3

10. The parties agree that the lease with purchase option shall be construed in accordance with the laws of the State of Connecticut and shall be binding upon and inure to the benefit of GMP, CuraLeaf and their respective successors and assigns.

Sincerely,

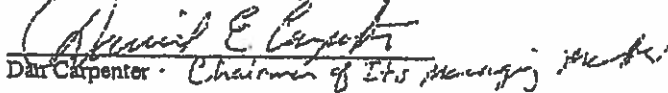
CURALEAF LLC



Robert Birnbaum

AGREED & ACCEPTED THIS 6th DAY OF November, 2013
SUBJECT TO REVIEW AND APPROVAL OF LEASE
WITH OPTION TO PURCHASE

GRIST MILL PARTNERS LLC


Daniel Carpenter - Chairman of its managing member

Date: November 6th, 2013

January 8, 2014

Mr. Daniel E. Carpenter
Grist Mill Partners, LLC
100 Grist Mill Road
Simsbury, CT 06070

Re: Amended Term Sheet By and Between Grist Mill Partners LLC, a Delaware
LLC—Landlord ("GMP") and CuraLeaf LLC, a Connecticut LLC—Tenant
("CuraLeaf")

Dear Mr. Carpenter:

The following business terms describe generally the terms and conditions of the proposed lease with option to purchase the real property and improvements of 100 Grist Mill Road, Simsbury, Connecticut described in a deed recorded at Vol. 743 Page 390 of the Simsbury Land Records. This letter is intended to amend and restate the terms agreed to in a letter dated 25 of November 5, 2013. If you agree to these terms, please countersign below and return a copy to me as soon as possible.

CuraLeaf is seeking the lease for purposes of producing medical marijuana. As a precondition to entry into the lease with option to purchase, CuraLeaf must seek and obtain a Producer License from the State of Connecticut's Department of Consumer Protection.

As part of the application process, GMP agrees to certify to the State Department of Consumer Protection that it consents to CuraLeaf operating a production facility on the premises as provided in the form attached to this letter.

Provided the foregoing precondition is met, the parties will enter into a lease with option to purchase under the following terms and conditions:

1. The lease shall be for the entire building and the land of 100 Grist Mill Road, Simsbury, Connecticut. See Map G11 Block 103 and Lot 005-25 of the Simsbury Tax Assessor's Records and as more particularly described in Volume 743 Page 390 of the Simsbury Land Records.

~~Mr.~~ Daniel E. Carpenter
January 8, 2014
Page 2 of 3

2. The initial lease term shall be for five (5) years from the Rent Commencement Date. The Rent Commencement Date shall be that date when all permits and approval to operate have been granted, and the appeal periods have expired, and the building has been fully vacated. GMP shall have a minimum of three (3) months but no more than six (6) months to turn over the building and land free of all other tenants or occupants.
3. ~~There shall be one 5-year renewal option.~~
4. For the first 24 months after the Rent Commencement Date, rent shall be \$60,000 per month. Thereafter rent shall be \$120,000 per month.
5. CuraLeaf shall have an exclusive option to buy the leasehold premises during the term of the lease for the sum of \$5 Million. This option may be exercised at any time during the term of the initial lease or renewal upon 30 days' prior written notice.
6. If the option is exercised in the 24-month period immediately following the Rent Commencement Date, then GMP shall be entitled to an additional sum above the \$5 Million purchase price equal to \$60,000 for each month prior to the expiration of the initial 24-months of the lease term.
7. The cost of the proposed renovations to the existing building shall be borne solely by CuraLeaf. CuraLeaf shall be responsible for utilities, maintenance and repair but not for replacement of structural items such as the roof, HVAC or foundation.
8. GMP shall pay all real estate taxes as and when due.
9. The parties agree that the lease with option to purchase shall be subordinate to any mortgage, pledge or hypothecation by GMP and it will take such measures as may be necessary to make the lease superior to any recorded pledges, mortgages, etc. as a precondition of the effectiveness of the lease with option to purchase.

Mr. Daniel E. Carpenter
January 8, 2014
Page 3 of 3

10. The parties agree that the lease with purchase option shall be construed in accordance with the laws of the State of Connecticut and shall be binding upon and inure to the benefit of GMP, CuraLeaf and their respective successors and assigns.

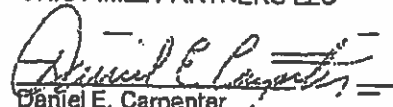
Sincerely,

CURALEAF LLC


Robert Blinbaum

AGREED & ACCEPTED
THIS 12 DAY OF JANUARY, 2014
SUBJECT TO REVIEW AND APPROVAL
OF LEASE WITH OPTION TO PURCHASE

GRIST MILL PARTNERS LLC


Daniel E. Carpenter

Date: 1-8-14

EXHIBIT 1.2

LEGAL DESCRIPTION OF LAND

EXHIBIT 1.2

LEGAL DESCRIPTION
100 GRISTMILL

That certain piece or parcel of land, with the improvements thereon and appurtenances thereto, known as No. 100 Grist Mill Road in the Town of Simsbury, County of Hartford, and State of Connecticut, being shown on a certain map or plan entitled "Re-survey Map Parcel 25 Land Owned by ENSIGN-BICKFORD REALTY CORPORATION Easement of Grist Mill Road Simsbury, Connecticut Sheets 1 of 2 and 2 of 2 Scale 1" = 40' November 1997 Hodge Surveying Associates, P. C., ... Francis A. Richard, L. S. - #13351", which map or plan is to be filed in the Office of the Simsbury Town Clerk, reference to which is hereby made, and being more particularly bounded and described as follows:

Beginning at a point on the easterly streetline of Grist Mill Road said point being the southwesterly corner of the herein described parcel, thence in a northerly direction along the easterly streetline of Grist Mill Road along a curve to the left having a radius of 2182.68 feet, a distance of 50.49 feet to a point; thence S 89°-14'-42" E a distance of 182.33 feet to a point; thence N 65°-28'-04" E a distance of 280.59 feet to a point; thence N 2°-44'-27" W a distance of 160.70 feet to a point; thence N 79°-06'-32" E a distance of 120.00 feet to a point; thence N 10°-15'-04" E a distance of 151.05 feet to a point; thence S 72°-27'-29" E a distance of 275.05 feet to a point; thence S 77°-04'-33" E a distance of 80.16 feet to a point; thence N 42°-44'-29" E a distance of 405.00 feet to a point in the center of Hop Brook; thence south S 52°-58'-15" E, a distance of 341.25 feet to a point; thence S 10°-58'-40" W a distance of 14.00 feet to a point; thence N 71°-55'-26" W a distance of 205.35 feet to a point; thence S 3°-39'-30" W a distance of 304.99 feet to a point; thence S 6°-21'-18" W a distance of 261.31 feet to a point; thence N 78°-35'-13" W a distance of 770.84 feet to a point; thence S 65°-28'-04" W a distance of 291.81 feet to a point; thence N 89°-14'-42" W a distance of 186.50 feet to the point and place of beginning.

TOGETHER WITH an easement, in common with others, for ingress and egress across Grist Mill Road, so called, being a strip of land approximately sixty feet in width and more particularly bounded and described as set forth on Schedule A-1 attached hereto and made a part hereof, for all purposes for which a public road may be used, until such time as said Grist Mill Road shall be accepted as a public road.

TOGETHER WITH all right, title and interest, if any, arising under that certain Declaration of Easements, Covenants, and Restrictions for The Powder Forest Business Park dated December 2, 1983 and recorded December 9, 1983, in Volume 271, Page 546 of the Simsbury Land Records as amended by Amended and Restated Declaration of Easements, Covenants and Restriction for The Powder Forest Business Park dated December 8, 1997, and recorded in Volume 479 at Page 795 of the said Land Records.

Received for Record at Simsbury, CT
On 08/09/2007 At 4:23:43 pm


Charles J. Smith, Town Clerk

EXHIBIT 3.2

TERMS OF TENANT'S PURCHASE OF THE PREMISES

1. Purchase and Sale. Upon the exercise of the Option by Tenant in accordance with Section 3 of the Lease, Landlord agrees to sell the Premises to Tenant, and Tenant agrees to purchase the Premises from Landlord, subject to those exceptions and other matters set forth in Section 3.2 of the Lease, upon the terms and conditions set forth herein.
2. Purchase Price. The purchase price for the Premises (the "Purchase Price"), which shall be paid by Tenant to Landlord at the Closing in immediately available funds, shall be FIVE MILLION AND NO/100 (\$5,000,000.00) Dollars, less the Option Deposit, plus the Option Fee, if any, less the Clean Room Excess Costs, if any.
3. Title to be Conveyed. Landlord shall, at the Closing (as hereinafter defined), convey to Tenant or its nominee, by good and sufficient warranty deed, marketable fee simple title to the Premises free and clear of all liens and encumbrances whatsoever, except as such may appear of record as of the Effective Date of the Lease. Landlord covenants and agrees that during the term of the Option it will not create or permit to be created any title encumbrances (including restrictions, easements, licenses, agreements, leases or tenancies) with respect to the Premises without the consent of Tenant.
4. Closing: Possession. The Closing shall be held at the offices of Landlord's attorney upon the closing date specified in Tenant's Option Notice, or at such other time and/or place as shall be mutually agreed upon by the parties. Landlord shall deliver actual and exclusive possession and occupancy of the Premises, free from all leases, tenancies and rights of persons now or formerly in possession of the Premises, with the exception of the Lease, to Tenant as of time of Closing.
5. Costs. Landlord shall be responsible for payment of the conveyance taxes due the State and the Town of Simsbury in connection with the recording of the deed to the Premises. Tenant shall pay the recording fees for recording the deed to the Premises.
6. Default. Because the anticipated damages are uncertain in amount and difficult to prove, because the parties hereto wish to liquidate said damages in advance, and because the aggregate sum of the Option Fee paid and to be paid in accordance with the Option is not greatly disproportionate to the damage reasonably to be anticipated in the event of breach by Tenant, it is further agreed that if the Tenant shall exercise the Option and fail to pay the full Purchase Price, and Landlord is not in default under the Lease, then Tenant shall forfeit all claims against Landlord hereunder with respect to the Option, but Tenant shall retain all other rights and privileges Tenant may have under the Lease. Landlord shall accept the Option Fee as liquidated damages. Any portion of the Option Fee actually received and retained by Landlord under the Lease shall be credited against the liquidated damages sum. Upon the payment of such sum, the rights, responsibilities, and liabilities of the parties under the Lease and this Option shall be reinstated at such time as though Tenant had not exercised the Option. If Landlord defaults

under the Terms of this Option, Tenant shall be entitled to pursue its rights and remedies pursuant to the Lease or as may otherwise be available at law or in equity.

7. Transfer Act.

7.1. Landlord shall be fully responsible for any and all costs and obligations related to or arising under the Connecticut Transfer Act, Conn. Gen Statutes Section 22a-134 *et seq.* (the "Transfer Act") with respect to the Premises, the Land and the Building, regardless of whether compliance with the Transfer Act is required by virtue of the terms of the Lease, the exercise of this Option by the Tenant or otherwise except for acts of the Tenant upon and after the Commencement Date of the Lease that solely causes the Premises to become subject to the Transfer Act. Landlord shall otherwise fully release, indemnify and hold Tenant harmless with respect to the Transfer Act.

7.2. If, at any time, the Connecticut Department of Energy & Environmental Protection ("DEEP"), Landlord, Tenant, or any of its consultants or advisors, determines that the Premises is subject to the provisions of the Transfer Act, then, except as otherwise provided in Section 7.1 above, Landlord shall, at its sole cost and expense: (i) fully and timely comply with the provisions of the Transfer Act; (ii) prepare and execute all documents and forms required by the Transfer Act, including any Environmental Condition Assessment Form ("ECAF"), in form and substance satisfactory to Tenant; (iii) pay all fees related to or arising under the Transfer Act; and (iv) execute any Form III (as defined in the Transfer Act) as the "certifying party" (as defined in the Transfer Act). In the event Tenant acquires title to the Premises, and subject to the full and timely performance of Landlord's release, indemnification, hold harmless and performance obligations with respect to the Transfer Act, Landlord agrees to be bound by the reasonable judgments and determinations of Tenant and its consultants and advisors on all matters relating to the Transfer Act, including (A) the determination of the type of filing required by the Transfer Act (i.e., Form I, II, III or IV), and (B) the calculation of the fees and payments required by the Transfer Act. Landlord shall provide Tenant with copies of all documents required by this Section 7.2 no later than ten (10) days before the Closing, and with copies of all filings and correspondence with the DEEP related to the Transfer Act within ten (10) days of sending or receiving same.

7.3. Landlord shall be responsible for and shall fully release, indemnify and hold Tenant harmless from any and all costs, liabilities, demands, claims, civil or criminal actions, or causes of action, civil or criminal penalties, fines, losses, liens, assessments, damages, liabilities, costs, disbursements, expenses or fees of any kind or any nature (including all clean-up costs and attorneys' fees) which may at any time be imposed upon, incurred by or asserted or awarded against Tenant arising out of or on account of (i) Landlord's failure to timely and fully comply with the provisions of this Section 7.3, whether due to any action or omission of Tenant; (ii) environmental conditions at, on, under, migrating from the Premises or the Building, (iii) a violation or alleged violation of any applicable Environmental Law, or non-compliance with any applicable permit with respect to the Premises or the Building, (iv) the presence of any Hazardous Substance, or a release of any Hazardous Substance: (1) on, at, under, or to the Premises or the

Building; or (2) on any property within the vicinity of the Premises or the Building from the Premises or the Project or in any way related to activities at any time conducted on or related to the Building or the Project, (v) being a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*) or any State analogue thereto, related to activities conducted on the Premises by Tenant or related to the Building; (vi) the Transfer Act, or (vii) human or environmental exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arises from the condition of the Premises or the Building, or the occupancy, use, or operation thereof. "Environmental Law" shall mean any federal, state or local, statute, act, law, ordinance, rule, regulation, order or permit pertaining to the environment, whether now or hereafter enacted, including: (i) the Clean Air Act, 42 U.S.C. Section 7901 *et seq.*; (ii) the Federal Water Pollution Act of 1972; (iii) The Clean Water Act, 33 U.S.C. Section 407 *et seq.*; (iv) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 *et seq.*; (v) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat 1613, 1986); (vi) the Toxic Substances Control Act, 15 U.S.C. Section 2601; and (vii) any similar statute, law, ordinance, rule, regulation or order adopted in the jurisdiction in which the Premises is located at any time whether before or after the execution of the Lease (including, in each instance, any amendments or extensions thereof and any rules or regulations issued pursuant to said Environmental Laws). "Hazardous Substance" shall mean any hazardous or toxic substance as defined in any Environmental Law or in any rule, regulation or order issued pursuant to any Environmental Law.

7.4. The provisions of this Section 7 shall survive the expiration or termination of the Lease or the Closing without limitation.

8. Closing Obligations. At Closing, Landlord shall deliver the following to Buyer:

8.1. Warranty Deed. A fully executed, witnessed and acknowledged Connecticut form warranty deed naming the Tenant or its nominee as grantee, properly executed in form for recording.

8.2. Conveyance Taxes. Properly completed and executed State and municipal conveyance tax statements for filing with the appropriate Town Clerk, together with checks, at Landlord's expense, to the order of the appropriate officers in payment of such taxes.

8.3. Title Affidavits. An affidavit signed by Landlord and stating that (a) no work has been performed or materials supplied on Landlord's behalf or direction within the ninety (90) day period preceding the Closing (or unconditional and properly executed lien waivers of the same in lieu thereof, where applicable), and (b) with the exception of Tenant, there are no tenants or other parties in possession of the Premises, in a form acceptable to Tenant's title insurance company, and such other documents executed in

such form as Tenant's title insurance company and Tenant's lender shall reasonably require.

8.4. FIRPTA. The appropriate affidavit or certification in compliance with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Landlord is unable to provide the appropriate affidavit or certification, then Landlord shall prepare and execute the required forms for withholding a portion of the Purchase Price, and authorize Tenant to remit a portion of the Purchase Price to the Internal Revenue Service at Closing.

8.5. 1099. The appropriate affidavits and documents in compliance with Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder, if required.

8.6. Transfer Act Forms. All documents and forms required by the Transfer Act, in accordance with Section 7 of this Option.

8.7. Notices. Any notice or other communication in connection with this Option shall be made in accordance with Section 19 of the Lease.

9. Miscellaneous.

9.1. Entire Agreement. The Lease and this Option (including all exhibits attached thereto) represents the entire understanding between the parties with respect to the subject matter of the Lease and this Option, and all prior agreements and understandings between the parties with respect to the subject matter of the Lease and this Option shall be deemed merged in the Lease and this Option.

9.2. No Oral Amendment or Modification. No amendments, waivers or modifications of this Option shall be made or deemed to have been made unless in writing executed by both Landlord and Tenant.

9.3. Binding Effect. This Option shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

9.4. Captions for Convenience. All headings and captions used in this Option are for convenience only and are of no meaning in the interpretation or effect of this Option.

9.5. Applicable Law. This Option shall be interpreted and enforced according to the laws of the State of Connecticut.

9.6. No Waivers. Any waiver of a breach of any provision contained in this Option must be in writing to be valid and enforceable. No waiver of breach shall be deemed a waiver of any preceding or succeeding breach, nor of any other breach of a provision contained in this Option.

9.7. Construction. Landlord and Tenant hereby acknowledge that both parties participated equally in the negotiation of this Option and that, accordingly, no court

construing this Option shall construe it more stringently against one party than against the other, regardless of which party's counsel drafted this Option.

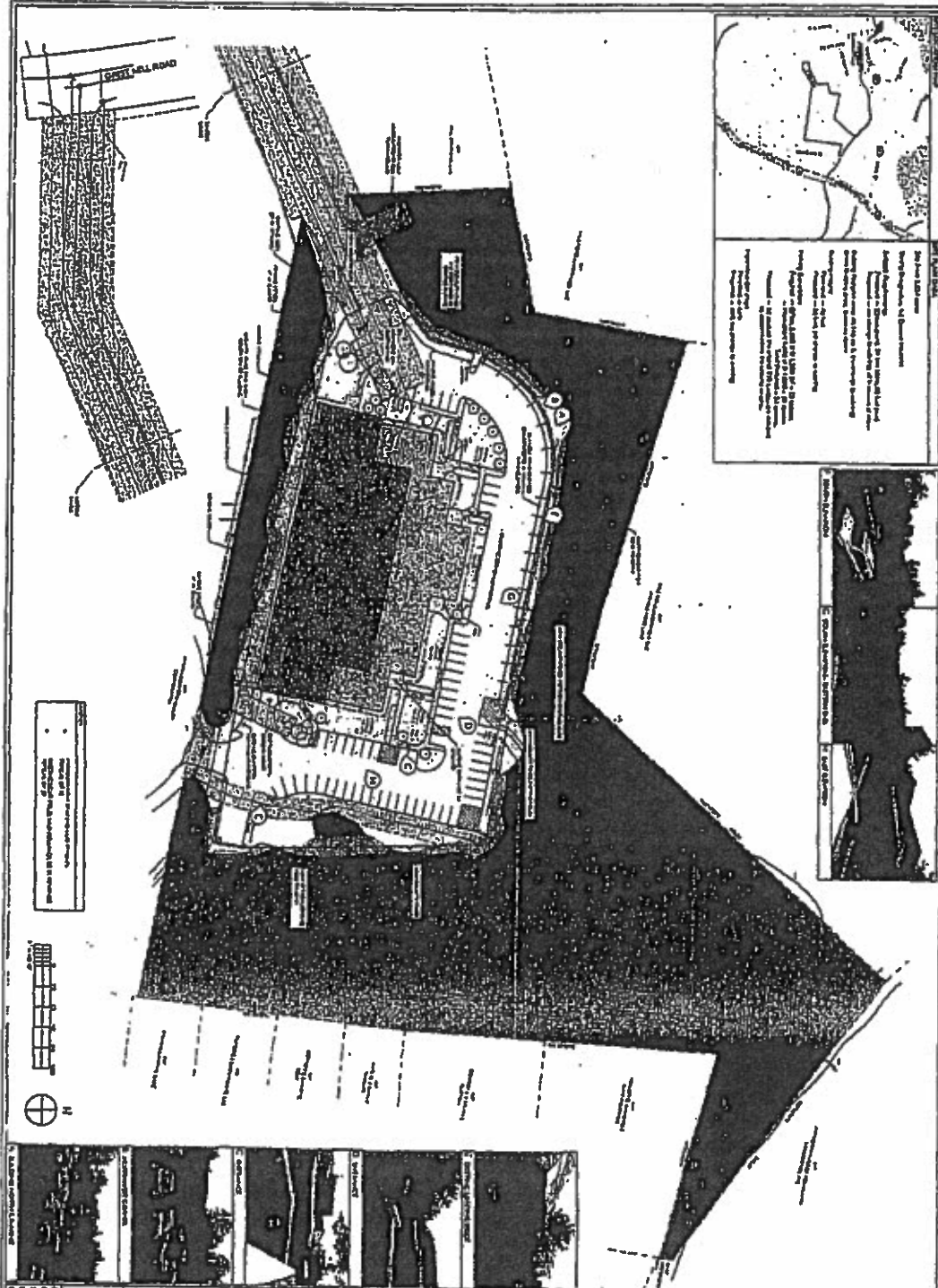
9.8. Capitalized Terms. Capitalized terms not herein defined shall have the meaning ascribed to them in the Lease.

EXHIBIT 7.2

PLANS FOR TENANT'S INITIAL ALTERATIONS



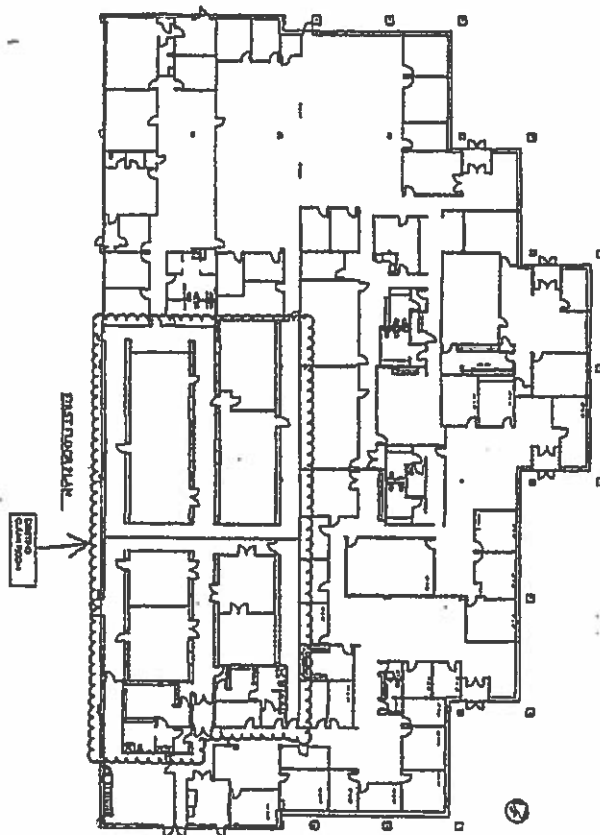
Site Location
 The site is located on the east side of the town of Shelton, Connecticut, just north of the town line with New Britain. The site is bounded by the town line to the north, the town line with New Britain to the east, and the town line with Shelton to the south. The site is located on the east side of the town of Shelton, Connecticut, just north of the town line with New Britain. The site is bounded by the town line to the north, the town line with New Britain to the east, and the town line with Shelton to the south.



SITE PLAN 1	CuraLeaf Medical Marijuana Production Facility Former Existing Shelton Brookfield Office/Tech. Building 100 West Hill Road Shelton, CT	3 October 2013 for Shelton Board Review & Zoning Commission	Coldham & Hartman Architects 100 West Hill Road Shelton, CT 06484 203.385.1234 www.coldhamhartman.com
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EXHIBIT 17.1

CLEAN ROOM SPACE



A-1
 PARTITION
 PLAN


ENSION-BICKFORD REALTY CORPORATION
 75 West Street, P.O. Box 111
 Groton, CT, 06040-0111

100 GRIST MILL ROAD
 AVON, CONNECTICUT

EXHIBIT 26

FORM OF NOTICE OF LEASE

This instrument is a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes. The statutory information is as follows:

1. Parties to the Lease:

- (a) The landlord is Grist Mill Partners, LLC ("Landlord"), a Delaware limited liability company having an address of 1-3 Mill Pond Lane, Simsbury, Connecticut 06070.
- (b) The tenant is CuraLeaf, LLC ("Tenant"), a Connecticut limited liability company having an address of 145 Doubling Road, Greenwich, Connecticut 06830.

2. Lease:

The Landlord and Tenant entered into a Lease with Option to Purchase dated as of February __, 2014 (the "Lease").

3. Term of Lease:

The initial term of the Lease commences no later than August __, 2014 and terminates no later than __, 2019.

4. Leased Premises:

The premises leased to the Tenant pursuant to the Lease is that certain real property and the improvements thereon owned by Landlord situated in the Town of Simsbury and more particularly described on Exhibit A attached hereto and made a part hereof.

5. Right of Renewal:

One (1) term of five (5) years.

6. Option to Purchase:

The Tenant has the option to purchase the Leased Premises during a period of time commencing on the date set forth on the Lease and ending upon the earlier of the expiration or termination of the Lease, in accordance with the terms and conditions set forth in the Lease.

7. Filing:

The Lease shall be on file at the offices of Tenant and Landlord set forth above.

SIGNATURE PAGE FOLLOWS

EXHIBIT F

ESCROW AGREEMENT

This Escrow Agreement is made as of this 3rd day of December 2019 (this "Agreement") is made by and among GRIST MILL PARTNERS, LLC, a Delaware limited liability company ("Landlord"), CURALEAF, LLC, a Connecticut limited liability company ("Tenant"), and ROBINSON & COLE, LLP, a Connecticut limited liability company ("Escrow Agent").

Recitals:

A. Landlord and Tenant entered into a Lease dated February 11, 2014, as amended by First Amendment to Lease dated as of November 1, 2014 and Second Amendment to Lease dated as of July 25, 2016 (as amended, the "Lease") affecting premises located at 100 Grist Mill Road, Simsbury, Connecticut (the "Premises"). All capitalized terms used in this Agreement but not otherwise defined herein shall have their respective meanings set forth in the Lease.

B. Pursuant to the Lease, Landlord is currently holding a \$240,000 security deposit (the "Security Deposit"), which was required to be held by Landlord in a segregated account (and not commingled with funds belonging to Landlord) and placed into escrow with a third party escrow agent pursuant to a written escrow agreement not later than six (6) months before the expiration date of the Lease.

C. Landlord and Tenant have agreed to place the Security Deposit into escrow with Escrow Agent pursuant to the terms of this Agreement.

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Concurrently with Landlord's execution and delivery of this Agreement, Landlord has deposited the entire Security Deposit with Escrow Agent, to be held and disbursed as provided in this Escrow Agreement.
2. The Security Deposit shall be held in the name of Escrow Agent as "escrow agent and trustee" in an interest bearing IOLTA account. The Security Deposit and any interest accruing thereon, less any bank charges, is referred to in this Agreement as the "Escrow Fund".
3. Escrow Agent shall disburse the Escrow Fund as follows:
 - a. In accordance with the joint written instructions of Landlord and Tenant;
 - b. In response to a written demand delivered to Escrow Agent by Tenant claiming that Tenant is entitled to receive payment of the Escrow Fund pursuant to the Lease and stating the basis for such claim by Tenant (the "Tenant Demand Notice"), provided that (i) Escrow Agent shall have given written notice to Landlord of receipt of the Tenant Demand Notice (together with a copy of the Tenant Demand Notice) within five (5) days after Escrow

Agent's receipt of the Tenant Demand Notice, and (ii) within five (5) days after receipt of such notice by Landlord, Escrow Agent shall not have received a written notice from Landlord that Landlord disputes Tenant's claim for payment of the Escrow Fund.

c. In response to a written demand delivered to Escrow Agent by Landlord claiming that Landlord is entitled to receive payment of the Escrow Fund pursuant to the Lease and stating the basis for such claim by Landlord (the "Landlord Demand Notice"), provided that (i) Escrow Agent shall have given written notice to Tenant of receipt of the Landlord Demand Notice (together with a copy of the Landlord Demand Notice) within five (5) days after Escrow Agent's receipt of the Landlord Demand Notice, and (ii) within five (5) days after receipt of such notice by Tenant, Escrow Agent shall not have received a written notice from Tenant that Tenant disputes Landlord's claim for payment of the Escrow Fund.

d. If there is any dispute between Landlord and Tenant as to the disposition of the Escrow Fund, including, but not limited to, a dispute as discussed in subparagraphs (b) or (c) above, Escrow Agent shall continue to hold the Escrow Fund subject to the order of a court of competent jurisdiction as to the disposition thereof or, at the option of Escrow Agent at any time after Escrow Agent becomes aware of such dispute, Escrow Agent may deposit the Escrow Fund with the clerk of a court of competent jurisdiction and commence an action in the nature of an interpleader for a determination of the respective rights of Tenant and Landlord with respect to the Escrow Fund and, in such case, recover Escrow Agent's costs and expenses, including a reasonable attorneys' fee in connection with such action.

4. Notwithstanding that Escrow Agent is the attorney for Tenant in connection with the Lease or otherwise, Escrow Agent is not acting under this Agreement as the attorney or agent of Landlord; rather, Escrow Agent is acting under this Agreement in an independent capacity. Tenant expressly consents and agrees that Escrow Agent's legal representation of Tenant shall be limited to the extent that Escrow Agent is not obligated to take any action that is inconsistent with the duties of Escrow Agent under this Agreement. Tenant acknowledges that the foregoing limitation is voluntarily given after consultation with Escrow Agent regarding the consequences of such limitation.

5. Landlord consents and agrees, after having the opportunity to consult with legal counsel of Landlord's choosing, that Escrow Agent may continue to represent and act as counsel to Tenant in connection with matters relating to the Lease and otherwise, notwithstanding Escrow Agent's status as escrow agent under this Agreement and notwithstanding that there may be any dispute or any litigation, including any interpleader action that may be brought with regard to the Escrow Fund, Landlord hereby waiving any conflict of interest that may exist in such situations; provided, however, that such waiver by Landlord shall not be deemed to modify Escrow Agent's obligation to act consistently with Escrow Agent's duties as Escrow Agent under this Agreement.

6. To the extent that the Escrow Fund is held in a bank account or other form of investment specified in this Escrow Agreement or specifically designated by the written instructions of Landlord and Tenant, Escrow Agent is not responsible for, and shall have no liability for, any loss of principal and/or interest in the Escrow Fund; any such loss to be borne

by the Escrow Fund. All other risk of loss to the Escrow Fund shall be borne equally by Landlord and Tenant.

7. Escrow Agent shall not charge a fee for its administration of the escrow arrangement established in this Agreement.

8. Escrow Agent, provided that Escrow Agent is acting in good faith, may conclusively presume the genuineness of all signatures on documents and instruments that Escrow Agent receives and the authority of any person purporting to act on behalf of a party that is not a natural person. Except to the extent that applicable law or rules of professional conduct that are applicable to Escrow Agent acting as an escrow agent provide otherwise, Escrow Agent shall have no liability hereunder other than for acts or omissions of Escrow Agent that constitute gross negligence, bad faith or willful misconduct. Landlord and Tenant, jointly and severally, shall indemnify and hold Escrow Agent harmless from and against any and all losses, damages, costs and expenses that may be incurred by Escrow Agent by reason of its compliance in good faith with the terms of this Agreement.

9. Any notice which any party to this Agreement may desire or may be required to give to any other party shall be in writing (which includes e-mail) and shall be deemed to have been duly given or sent on the following business day, if dispatched by a reputable overnight courier for delivery on the next business day which requires a signature of the receiving party, or if sent by e-mail, in each case to the party intended at its address as follows (or at such other address as may hereafter be specified by such party from time to time by like notice) to the respective addresses of Landlord, Tenant and Escrow Agent as follows:

To Landlord:

Grist Mill Partners, LLC
35 Tower Lane
Avon, CT 06001
Attention: Mr. Matthew Westcott
E-mail:

With a copy to:

Halloran Sage LLP
One Goodwin Square
225 Asylum Street
Hartford, CT 06103
Attn: Morris R. Borea, Esq.
E-mail: borea@halloransage.com

To Tenant:

Curaleaf, LLC
100 Grist Mill Road
Simsbury, CT 06070
Attn: Ms. Nicole Leja
E-mail: nleja@curaleaf.com

With a copy to:

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
Attn: Garry C. Berman, Esq.
E-mail: gberman@rc.com

If to Escrow Agent:

Garry C. Berman, Esq.
Robinson & Cole LLP
280 Trumbull Street

Hartford, CT 06103
E-mail: gberman@rc.com

10. This Agreement may not be altered or amended in any manner without the consent of Escrow Agent. However, Landlord and Tenant may by mutual written agreement remove the then acting escrow agent by joint written notice to Escrow Agent identifying the successor Escrow Agent hereunder. On receipt of such notice, the then acting Escrow Agent shall remit the Escrow Fund, as it is then constituted less any bank fees then due, to the successor Escrow Agent. Upon delivery of such amount to the successor Escrow Agent, the then acting Escrow Agent shall be released of all further obligations hereunder.

11. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

12. This Agreement shall be governed by the laws of the State of Connecticut, without regard to conflicts of law rules.

13. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one original instrument.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT
BLANK. SIGNATURE PAGE FOLLOWS THIS PAGE.]

The parties have executed this Agreement as of the date first above written.

LANDLORD:

GRIST MILL PARTNERS, LLC, a
Delaware limited liability company

By: Molly Carpenter
Name: Molly Carpenter
Title: member, Atty in Fact

TENANT:

CURALEAF, LLC, a Connecticut
limited liability company

By: _____
Name:
Title:

ESCROW AGENT:

ROBINSON & COLE LLP, a Connecticut
limited liability company

By: Garry C. Bernhart
Garry C. Bernhart
Partner

The parties have executed this Agreement as of the date first above written.

LANDLORD:

GRIST MILL PARTNERS, LLC, a
Delaware limited liability company

By: Molly Carpenter
Name: Molly Carpenter
Title: Member, Atty in Fact

TENANT:

CURALEAF, LLC, a Connecticut
limited liability company

By: Josh T. L.
Name:
Title:

ESCROW AGENT:

ROBINSON & COLE LLP, a Connecticut
limited liability company

By: _____
Garry C. Berman
Partner

EXHIBIT G

December 19, 2018

VIA EMAIL AND CERTIFIED MAIL

Mr. Greg Schaan
President, Curaleaf Connecticut
100 Grist Mill Road
Simsbury, CT 06070

Re: **Expiration of Lease**

Dear Mr. Schaan:

As you know we represent Grist Mill Partners, LLC, and we toured the subject property with you, representatives of our client and our appraiser, Bruce Hunter, on October 4, 2018. Given the current condition of the property, the tax assessor in Simsbury has revalued the property for purposes of the October 1, 2018 Grand List to be worth approximately \$1,000,000 less than the currently assessed value. As a further result of our inspection, we also reviewed the terms of the lease between Curaleaf, LLC, and Grist Mill Partners, LLC, and I've discussed our conclusions with our client.

Pursuant to Paragraph 6.2 of the subject lease, at the end of term of the lease, Tenant shall quit and surrender the premises in as good state and condition as reasonable use and wear thereof will permit. Pursuant to Paragraph 7.1 of the subject lease, Tenant shall maintain and repair the building HVAC systems, the electrical, plumbing and other systems serving the premises, and the common areas in good and orderly condition and repair.

Finally, Paragraph 7.2(b) of the subject lease, provides the Tenant shall be responsible for reimbursing landlord for any repairs and restoration required in connection with any Tenant alterations. Our inspection of the subject premises leads us to conclude that failing to restore the premises to its original condition as Class A office space by the expiration of the lease term will constitute a material breach of lease.

We have attached hereto the estimated cost of restoring the subject property to the office space existing before the Curaleaf renovations. This budget was prepared by Prescott Construction Management and indicates that the expected cost of such restoration would be \$1,751,319.12. Pursuant to Section 7.1(d) of the subject lease, we

December 19, 2018

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hereby notify you on behalf of our client that the subject repairs must be completed within 30 days after receipt of this letter. In any event, the subject premises must be restored to their prior condition before the expiration of the lease term in order to allow the landlord to lease the premises in a timely manner. Failure to do so will result in ongoing damages to our client.

Please confirm for us in writing that you intend to honor your obligations pursuant to the lease as soon as practical. Should you wish to discuss this matter, please contact me at your convenience. Of course, if you will be represented by counsel, we will discuss this matter with your attorney. We look forward to your response.

Very truly yours,

A handwritten signature in black ink, appearing to read "Morris Borea", with a stylized, cursive script.

Morris R. Borea

MRB/lb
Attachment

cc: Dan Carpenter

Prescott Construction Management

6 Wilcox St., Simsbury CT 06070
(860) 651-4862 Fax (860) 651-3498

Project: 100 Grist Mill		November 28, 2018
Description		
BUDGET		
<u>Restore Office Space Existing Before Curaleaf Renovations</u>		
<u>Includes Only The Following:</u>		
Architectural Plans	\$ 12,000.00	For Building Permit
	15,000.00	Mechanical Engineering
Permit	16,000.00	Building Permit (Mechanical Permits Included in Mechanical Prices)
Demolition	120,000.00	Remove & Dispose of:
		Designated Walls & Partition, Doors & Frames, Flooring
		Designated Abandoned Mechanical Equipment & Fixtures
		Condenser Units on Roof
		Exterior Fencing Including Entry Gate
		Exterior Storage Building
Site	6,000.00	Repair Paving at Removal of Fence Automatic Gate
Concrete	8,000.00	Saw Cut and Remove Concrete Slab for Plumbing
		Trench for Drain Pipe & Refill Trench
		Repour Concrete Slab - Pin to Existing
Roofing	15,000.00	Repair Roof After Removal of Condenser Units & Pitch Boxes
		Roofing for 3 New HVAC Roof Top Units
Framing & Drywall	180,000.00	New Partition Walls - Frame, Sound Batt, Install Gyp Wallboard, & Tape
		Wood Blocking for Casework
Doors & Hardware	92,000.00	Install New Prefinished Wood Doors (Partial - Full View Glass), HM Frames, & Hardware
Interior Windows	12,000.00	Supply HM Frames
		Install Tempered Glass
Interior Trim	40,000.00	Wood Base, Chair Rail, & Crown Moldings in Certain Areas
Ceiling	106,000.00	Install New 2'x2' Ceiling - Grid & Tiles
Storefront Glass	14,000.00	Repair 2 Entry Doors
		Supply & Install 3 Sets of Interior Vestibule Storefront Doors
Casework	100,000.00	Reception Desks, Break Room, Storage/Mail Room, Kitchenettes, 2 Bath Counters

Prescott Construction Management

6 Wilcox St., Simsbury CT 06070
(860) 651-4862 Fax (860) 651-3488

Flooring	150,000.00	Minor Floor Prep Supply & Install Carpet Tiles Supply & Install 3 Walk Off Mats Install Ceramic Floor & Walls for Bathrooms Install New 4" Vinyl Base
Bath Accessories	8,000.00	Toilet Partitions Grab Bars, Mirror
Painting	40,000.00	Prime New Walls & Paint All Walls, Paint HM Frames
Plumbing	80,000.00	Make Safe Remove All Plumbing Associated With Grow Areas, Kitchen, Prep Area Install Plumbing for 2 Bathrooms & 1 Janitor Sink Install Plumbing for 3 Kitchenette Areas - Sinks, Dishwashers, Etc.
Sprinkler	80,000.00	Change All Sprinkler Piping to Be Pendent Heads in New Ceiling
HVAC	160,000.00	Install 2 - 25 Ton Gas/Electric Roof Top Units Includes 10 VAV with Ductwork, Supplies Diffusers
	100,000.00	Supply & Install Trane Control System
	40,000.00	Repair HVAC Systems Partially in Place
Electric	160,000.00	Make Safe for Demolition New Lighting General Purpose Outlets Fire Alarm Burglar Alarm
	16,000.00	Data Wiring
Dumpster	4,000.00	Construction Debris
After Construction Clean	5,000.00	Clean All Surfaces & Seal New VCT in Bathrooms
General Conditions & Misc.	3,000.00	Misc.
Field Supervision	32,000.00	On Site Field Supervision
Total Cost	\$ 1,614,000.00	
Construction Management Fee	129,120.00	
Tax on CM Fee	8,199.12	
TOTAL BUDGET	\$ 1,751,319.12	