

LEASE AGREEMENT

This Lease Agreement (the "Lease") made this 18 day of November, 2015 (the "Effective Date") by and between **80 Congress Street, LLC**, a Massachusetts limited liability company, with a usual mailing address of PO Box 2342, South Burlington, Vermont 05407 ("Landlord") and **Total Wellness Centers, LLC** dba "**Clean Slate Centers**", a Massachusetts limited liability company with a usual mailing address of 244 Main Street, Northampton, Massachusetts 01060 ("Tenant").

The Landlord owns a certain improved real property located at **900 Memorial Avenue, West Springfield, Massachusetts** which consists of a certain one story office building measuring approximately 8510 square feet (the "Building") and also containing approximately 50,000 square feet of land as described more fully below. Tenant intends to lease from Landlord a portion of the Building comprising approximately 5,385 square feet on the terms set forth herein.

NOW THEREFORE, the parties agree as follows:

Section 1. Description of Premises. That in consideration of the rent and covenants herein reserved and contained on the part of the Tenant to be paid, performed or observed, and subject to the conditions herein below set forth, the Landlord does hereby demise and lease unto the Tenant that **portion of the Building located at 900 Memorial Avenue, West Springfield, Massachusetts measuring approximately 5,385 square feet of the building representing approximately (63.30%) percent of the entire Building all as shown on Exhibit "A" attached hereto**, together with all improvements now and hereafter erected on the Property and all rights and appurtenances thereunto, (hereinafter referred to as the "**Leased Premises**" or "**Premises**"). The use and occupancy by the Tenant of the Leased Premises includes a non-exclusive license to use in common with others entitled thereto, the common areas, parking areas, any loading facilities and sidewalks, and such other facilities as may be designated from time to time by Landlord as hereinafter more fully set forth subject, however, to the terms and conditions of this Lease and to such reasonable rules and regulations for the use thereof as may be prescribed from time to time by Landlord. The land, building(s) and related site improvements and all appurtenant rights hereunder are hereinafter collectively referred to as the "**the Property**" as described on Exhibit "B" attached hereto.

Included for the Tenant's use and enjoyment is any furniture, located within the Premises in "AS IS" condition. In consideration of the foregoing, Tenant shall be responsible for its removal and disposal at the termination of this Lease.

The address of the Leased Premises is 900 Memorial Avenue, Suite #101, West Springfield, Massachusetts 01089.

Exhibit "A" sets forth the general layout of the Leased Premises and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Leased Premises will be exactly as indicated on said diagram, provided however the usable square footage shall not be less than 5,385 square feet. Landlord may increase, reduce or change the number, dimensions or locations of the walks, buildings and parking areas as Landlord shall deem proper, and Landlord reserves the right to make alterations or additions to, and to build additional stories on the building in which the Leased Premises are contained and to add buildings adjoining the same or elsewhere to the extent permitted and to equitable amend Tenant's proportionate share of the Leased Premises; provided, however, that in exercising any of Landlord's rights under this Lease, Landlord agrees (1) not to reduce the amount of parking area below that which currently exists or is required by local code, (2) not to materially or unduly interfere with the sidewalks or operation of business from the Lease Premises, nor the ingress or egress or visibility thereof, and (3) to

diligently prosecute to completion any repairs, alterations, additions or improvements to all, or any portion of, the Premises which Landlord is required or elects to perform pursuant to the terms of this Lease.

Section 1.1. Common Areas. During the Term, Tenant and Tenant’s customers, employees, agents and invitees, shall have a non-exclusive right and license to the use of the parking areas, driveways, service driveways and sidewalks, if any (the “Common Areas”), such use to be in common with Landlord and any other tenants of the Property and their respective customers, employees, agents and invitees, except as hereinafter provided. The Common Areas same shall remain under Landlord’s control and shall be subject to such rearrangement, enlargement or diminution and to such rules and regulations as are reasonably determined or prescribed by Landlord from time to time, and neither Tenant nor Tenant’s customers, employees, agents or invitees shall fence or otherwise obstruct the same. Tenant acknowledges and agrees that Tenant’s rights under this Lease extend only to the Leased Premises and the Common Areas and that the other portions of the Property are reserved to the exclusive use of Landlord.

Section 2. Commencement and Term. The Term of this Lease shall be five (5) years (the “Term”) which shall commence upon Substantial Completion of the Landlord’s Work pursuant to Section 11, (the “Commencement Date”) and shall expire on the fifth anniversary of the Commencement Date. **Substantial Completion shall mean completion of Landlord’s Work as evidenced by written notice of completion from Landlord delivered to Tenant, together with a certification issued to Tenant from Landlord’s contractor that the Landlord’s Work is substantially complete in accordance with required permits and approvals from the Town of West Springfield, but for the existence of “punch list” items, if any, which in the Tenant’s sole and reasonable discretion do not materially interfere with the Permitted Use. Whereupon Landlord and Tenant shall execute the Lease Commencement Letter attached to this Lease as Exhibit C, which shall be evidence that the Landlord’s Work is Substantially Complete, but for any outstanding “punch list” items, and shall serve to establish the Lease Commencement Date hereunder.** Within thirty (30) days of the Commencement Date, Tenant and Landlord shall promptly execute and deliver to each other a completed Commencement Date Notice in the form attached hereto as Exhibit C.

Notwithstanding the foregoing, Tenant may elect earlier possession of the Premises upon notice to Landlord, subject to prorated payment of rent for use and occupancy in advance for such period.

Section 3. Rental Payments. Tenant shall pay Base Rent for the Leased Premises as follows which shall be paid in lawful money of the United States, which shall be legal tender in payment of Base Rent without demand in advance on the first day of each month during the said Lease Term:

<u>Lease Years</u>	<u>Yearly Base Rent</u>	<u>Monthly Base Rent</u>	<u>Rent per Square Foot</u> <u>(based upon 5385+/- sq. ft.)</u>
Years 1	\$86,130.00	\$7,177.50	(\$16.000/sq. ft- annual 2%+/- increases)
Years 2	\$87,855.00	\$7,321.50	
Years 3	\$89,610.00	\$7,467.50	
Years 4	\$91,404.00	\$7,617.00	
Years 5	\$93,240.00	\$7,770.00	

Section 3.1. Option To Renew. Provided that the TENANT is not in default under this Lease, Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years each (the “Renewal Term” or “Renewal Terms”). The TENANT shall exercise such options by giving written notice to the LANDLORD at least six (6) months prior to the Expiration Date of the then current Term. The terms of this Lease during any Renewal Term shall be the same as herein provided, except that the Base Rent specified in Section 3 of this Lease, shall be adjusted to reflect a 2% annual increase during each year of the Renewal Term.

Section 4. Rent, Manner of Payment, Late Charges. The Base Rent payments and all other accounts payable to Landlord pursuant to the terms of this Lease (“Additional Rent”) shall be paid to Landlord at Landlord’s address set forth herein or to such agent or person or persons or at such other address as Landlord may designate from time to time. In the event that the Base Rent or Additional Rent (hereinafter sometimes referred to collectively as “Rent”), is not paid within ten (10) days after it is due, then Tenant shall pay to Landlord, as Additional Rent, a late payment fee in an amount a late payment fee in the amount of five (5%) of the rent due. Such sum shall be liquidated damages and not a penalty, and tender hereof by Tenant or acceptance thereof by Landlord shall not prejudice Landlord or Tenant’s rights under this Lease. All unpaid rent and late charges not paid within thirty (30) days after it is due to Landlord shall accrue interest thereafter at the rate of twelve (12%) percent per annum .

Section 5. Security Deposit. Tenant agrees that upon the execution of this Lease, it shall deposit with Landlord the total sum of **\$22,717.50** that represents the following:

FIRST MONTH'S RENT	\$ 7,177.50
LAST MONTH'S RENT	\$ 7,770.00
SECURITY DEPOSIT	<u>\$ 7,770.00</u>
TOTAL	\$22,717.50

If Tenant is in default of its obligation under the Lease then the Security Deposit may be applied by Landlord to cure such default. Such application of the Security Deposit shall not prejudice Landlord’s other rights and remedies. In the event Landlord applies the Security Deposit to cure such default during the term of the Lease and does not thereafter assert Landlord’s remedies to terminate the Lease for the default, then Tenant shall forthwith upon demand pay to Landlord an amount sufficient to restore such security deposit to the original amount specified herein. Landlord shall have the same rights and remedies for nonpayment by Tenant of any amounts due on account of the security deposit as Landlord has for the failure of the Tenant to pay the rent hereunder.

The Tenant not then being in default, Landlord shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Lease, to Tenant within thirty (30) following the expiration or earlier termination of the Term of this Lease and performance by Tenant of all the obligations of Tenant to be performed or observed hereunder.

While Landlord holds such deposits, Landlord shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the deposit or any part there of not previously applied, may be turned over by Landlord to Landlord's grantee, provided the grantee assumes in writing the Landlord’s obligations under this Lease and acknowledges Tenant’s rights hereunder, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit and the return thereof in accordance herewith.

Section 6. Use of Leased Premises. Tenant shall use the Leased Premises as an Out-Patient Addiction Treatment Center and for related medical office purposes specializing in the treatment of opioid dependence and other substances. For patients with other substance use issues Tenant provides additional adjunctive evidence-based treatments. Services shall include the prescription of medication used in treatment but **no prescriptive medications used in treatment will be kept or dispensed at the Leased Premises, except for “Vivitrol” (the “Permitted Use”).** Any change of use of the Leased Premises must first be approved in writing by Landlord, which may not be unreasonably withheld provided such use is in compliance with all applicable land use laws and regulations and zoning ordinances.

Tenant shall not allow the Leased Premises to be used for any unlawful or hazardous purposes. Tenant shall be solely responsible for obtaining all required permits and approvals for its use, and

shall comply with all government regulations and statutes during the term of this Lease arising from Tenant's specific use of said Premises. Notwithstanding the forgoing, Landlord hereby represents and warrants that the Tenant's Permitted Use is in compliance with building rules, regulations and restrictions.

In the event Tenant is unable to conduct business or occupy the Premises for the Permitted Use by the Town of West Springfield or the Commonwealth of Massachusetts for reasons not caused by the Tenant and that are not within Tenant's control, then Tenant's rights and purpose hereunder shall be frustrated and Tenant shall have the right to terminate this Lease with three (3) months advance written notice to Landlord, together with adequate documentation in support thereof.

Section 7. Operating Expenses.

- (a) Tenant shall pay as Additional Rent, its pro rata share of all of the Operating Expenses, directly associated with the Property which shall mean the , cost and expense of operating, repairing and maintaining the Property and the common areas therein, including but not limited to: real estate taxes, property and liability insurance related to the Lessor's Property, landscaping, water and sewer charges, gas, electric power and lighting, heating and cooling, repairs and maintenance, snow and refuse removal, and maintenance of all the paved areas of roadways and parking lots, and other operating expenses related to the common areas of the Building ("Operating Expense" or "Operating Expenses"). Expressly excluded from the Operating Expenses shall be any (i) income taxes; (ii) interest or amortization payments on any mortgage; (iii) legal expenses in enforcing the terms of any lease other than this Lease, if applicable; (iv) costs for which the Lessor receives reimbursement from any another source other than the Tenant; (v) expenses incurred in the leasing or procuring of new lessees, including legal fees and lease commissions; (vi) advertising expenses; (vii) salaries paid to executive officers of the Lessor; (viii) expenses associated with the sale of the Building or for renting space for new lessees; (ix) costs of environmental clean up or remediation necessitated by the actions of any party other than the Tenant (ix) expenditures, assessments or other costs that predate the Tenant's occupancy; (x) costs of complying with municipal, state and federal codes, laws or regulations relating to the structure of the Building, including but not limited to ADA compliance unrelated to the Tenant's use of the Leased Premises; (xi) costs and expenses of repairs or replacements due to the negligence or omission of the Lessor; (xii) cost and expenses for repairs, maintenance, upgrades that benefit other tenants within the Building that are not directly related to common areas in the Building; and (xiii) costs of repairs that are of a capital nature or characterized as capital improvements. For purposes of this Lease, repairs of a "capital nature" shall mean such repairs or equipment replacement which are not currently deductible for income tax purposes (i.e., tax regulations require the repairs or replacement to be amortized over more than one year), except (i) where used to reduce or offset operating expenses if such repairs were done or equipment were purchased, or (ii) such repairs and/or equipment purchased are due or attributable to or are caused by any act or negligence of the Tenant, its agents, employees, invitees or any person for whom the Tenant is legally responsible.
- (b) The Tenant's proportionate share expressed as a percentage shall be (63.30%). The Tenant's proportionate share shall not increase during the Term so long as the Tenant does not rent additional space in the Building.
- (c) The Tenant shall pay to the Lessor Additional Rent for each lease year within thirty (30) days after receipt of an invoice from the Lessor. The Lessor may, at its option, estimate the amount of Operating Expenses, and upon notice to the Tenant, the Tenant shall pay the

Tenant's proportionate share of such estimated amount in equal monthly installments. Reconciliation of Additional Rent shall be done on a calendar year basis. Within thirty (30) days following the end of each calendar year, or such later time, but no later than one hundred twenty (120) days following the end of each calendar year, the actual amount of such Operating Expenses shall be provided to the Tenant. If the actual amount of the Additional Rent exceeds such estimated payments by the Tenant, the Tenant shall pay the difference to the Lessor within thirty (30) days following the Tenant's receipt of notice from the Lessor that such amount is due. If the total amount of estimated payments by the Tenant is greater than the amount due hereunder, the Lessor shall reimburse the Tenant the overpayment by check made out directly to the Tenant for said excess amount paid.

- (d) Subject to the provisions of this paragraph set forth below, the Tenant, at its expense, shall have the right at all reasonable times after ten (10) days' prior written notice to the Lessor made no more than one hundred (120) days after the Lessor delivers to the Tenant the statement of the actual amount of Operating Expenses for a particular time period, to review the Lessor's books and records relating to the Operating Expenses allocable to the Leased Premises paid or payable during the immediately preceding year:
- (i) Such documentation and calculations shall be made available to the Tenant at the offices where the Lessor keeps such records during normal business hours;
 - (ii) The Tenant shall have the right to make such examination no more than once in respect of any period in which the Lessor has given the Tenant a statement of the actual amount of Operating Costs;
 - (iii) Such examination (x) may be made by the Tenant, the Tenant's consultants, the Tenant's internal accounting department or by an independent certified public accounting firm approved by the Lessor, such approval not to be unreasonably withheld, conditioned, or delayed (it being agreed by the Tenant that the Lessor may withhold its approval of any examiner of the Tenant who is being paid by the Tenant on a contingent fee basis) and (y) shall be completed no later than sixty (60) days following the date the Lessor provides access to the Lessor's books and records;
 - (iv) If the Tenant disputes the amounts set forth on the accounting of actual Operating Expenses within one hundred twenty (120) days following receipt thereof and such dispute shall not have been settled by agreement of the Lessor and the Tenant, either party may submit the dispute to arbitration with the Springfield office of the American Arbitration Association using Real Estate Industry Arbitration Rules within one hundred and twenty (120) days after the Tenant's receipt of such Operating Expenses accounting; pending the determination of such dispute by agreement or arbitration as aforesaid, the Tenant shall within thirty (30) days after receipt of such accounting pay the amounts due in accordance with the Lessor's statement, without prejudice to the Tenant's position. If the dispute shall be determined in the Tenant's favor, the Lessor shall forthwith credit the amount of the Tenant's overpayment resulting from compliance with the Lessor's statement to each of the next succeeding installments of Operating Expenses due until such overpayment is fully absorbed. The arbitration process contained herein shall constitute an "Audit;"

- (v) If the results of the arbitration or agreement of the parties shows an overage in the Operating Expenses assessed to the Tenant in an amount greater than ten (10%), then the Lessor shall pay the costs of the Audit.

Section 8. Maintenance: Landlord Responsibility. Landlord covenants and agrees, during the Term and any Renewal Term to maintain the common areas of the Property, perform necessary repairs and replacement to the mechanical systems including plumbing and HVAC equipment, roof, building foundation, structural walls of the Building and parking lot of which the Premises are a part at its cost and expense. Notwithstanding anything to the contrary contained herein, Landlord shall be entitled to include in its CAM Charges the amortized portion based upon the useful life of such repairs or improvements of such costs in any given year. Landlord shall not be required to make any such repairs where same were caused or occasioned by an act or omission or negligence of Tenant, any sub-Tenant or their employees, agents, invitees, licensees, visitors or contractors.

Section 9. Maintenance Repairs and Janitorial; Tenant Responsibility. Tenant shall, throughout the term of this Lease, at its own cost and expense, put, keep and maintain the Premises in good, clean condition and order. Except for those matters for which Landlord is responsible as specifically set forth pursuant to the terms of this Lease, Tenant shall be responsible for all maintenance and non-structural, non-capital repairs to the Leased Premises, to include replacement of light bulbs, or repairs necessitated and caused by Tenant's own negligence or the negligence of any sub-Tenant or their employees, agents, invitees, licensees, visitors or contractors

Section 10. Utilities and Service. All necessary utilities, including but not limited to hot and cold water, heating and cooling, gas and electricity shall be provided by the Landlord. The utilities at the Property are not currently separately metered for each Tenant. Landlord reserves the right, but not the obligation, to have the gas and electric separately metered at its cost at which time each Tenant shall be solely responsible for its own usage and payment for such services. **Until such time as separate metering takes place, the Tenant shall be responsible for its proportionate share of all such costs as set forth above.**

Section 11. Leasehold Improvements.

Landlord's Work. Attached hereto as Exhibit D are improvements to be made by Landlord to the Premises prior to the Commencement Date ("Landlord's Work"). All work shall be done by the Landlord in good and workmanlike manner and in the performance of the work under this Agreement. The Landlord shall conform to all the laws, ordinances, rules and regulations now in force in the Town of West Springfield, and shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations. Landlord will use its best efforts to complete said work within 30 days of the effective date of the Lease.

Tenant's Work. Attached hereto as Exhibit E are improvements to be made by Tenant to the Premises ("Tenant's Work"). All work shall be done by the Tenant in good and workmanlike manner and in the performance of the work under this Agreement. The Tenant shall conform to all the laws, ordinances, rules and regulations now in force in the Town of West Springfield, and shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations.

Landlord shall have the right to inspect the premises so as not to interfere with the progress of construction, at reasonable times and in such manner as may be established by Landlord from time to time. If the Landlord is not satisfied with the results of such inspection(s), they shall promptly notify Tenant.

Each party to this Lease represents and warrants to the other that materials furnished under this Agreement will be of good quality and that the improvements will be free from material defects not inherent

in the quality required or permitted. The Tenant agrees to promptly make all necessary repairs, replacements, and corrections to the leasehold improvements made by Tenant throughout the term of this Lease.

Section 12. Compliance with Laws. Landlord and Tenant, at their respective sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Landlord, for those matters for which Landlord is responsible to maintain under the terms of this Lease, or Tenant for all other matters with respect to the use of Leased Premises by Tenant unless Landlord acts without Tenant's consent in such a way as to impose additional duties on Tenant. Other than for initial fit-up for occupancy, Tenant shall be primarily responsible to obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions, in connection with Tenant's use and Tenant shall bear the use and the full cost of procuring such permits and approvals. Landlord will co-sign applications for permits with Tenant if required by applicable law. In the event Tenant fails to perform its obligations under this section, Tenant shall indemnify and hold Landlord harmless from, and pay in full, or reimburse Landlord, if Landlord pays, all claims, costs, damages, fines, penalties, assessments and fees (including attorney's and other professional's fees and disbursements) incurred by Landlord on account of such breach, including, but not limited to, cost of assessments and remediation of contamination of the Leased Premises.

Section 13. Hazardous Material and Substances.

Tenant's Environmental Indemnity. Tenant shall indemnify Landlord and hold Landlord harmless from any cost, liability or expense imposed upon Landlord under any local, state or federal law, ordinance, statute, rule, regulation, or judicial or administrative order because of or arising out of any contamination of the property on which the Premises are located or any contamination of groundwater or surrounding lands because of or arising out of contamination of the property on which the Premises are located due to the actions of Tenant or Tenant's employees or agents.

Landlord's Environmental Indemnity. Landlord represents and warrants to Tenant that no environmental contamination exists at the Premises. Landlord shall indemnify Tenant and hold Tenant harmless from any cost, liability or expense imposed upon Tenant under any local, state or federal law, ordinance, statute, rule, regulation, or judicial or administrative order because of or arising out of any contamination of the property on which the Premises are located or any contamination of groundwater or surrounding lands because of or arising out of contamination of the property on which the Premises are located that was not caused by the actions of Tenant or Tenant's employees or agents.

In the event environmental contamination shall be discovered at the Premises, the burden shall be on the Landlord to establish responsibility in Tenant under the foregoing paragraph; otherwise it shall be presumed to be Landlord's responsibility as between the parties to this Lease.

Section 14. Alterations and Improvements. No alteration, addition or improvement to the Leased Premises, except for Tenant's Work defined herein, shall be made by Tenant without the written consent of Landlord. If Landlord shall consent to the making of alterations by Tenant, Tenant shall be responsible at its expenses to procure the permits and approvals for the improvements for which Tenant has procured Landlord's approval. Any permanent alteration, addition or improvement made by Tenant after such consent have been given, and any fixtures permanently installed as part thereof, shall remain the property of Landlord at the termination of this Lease. All other equipment or personalty belonging to Tenant shall be removed by Tenant at the end of the term of this Lease, at Tenant's cost, and Tenant shall repair any damages caused by the removal of Tenant's property.

Section 15. Condition of Premises. At the expiration of the Lease Term, Tenant shall surrender the Leased Premises in good "broom clean" condition as it was in at the beginning of the Lease Term, reasonable use and wear and damages by the elements excepted.

Section 16. Signs. Tenant shall not place, or allow to be placed, any sign or signs, whatsoever on or about the Premises including windows and entrances without the written consent of Landlord which shall not be unreasonably withheld, taking into account the size and other tenant signage if any. Permitted signs will comply with the requirements of the governmental authorities having jurisdiction over the Building. At its expense, Tenant will maintain its' permitted signs and will, at the end of this Lease, and at its expense, remove all permitted signs (pylons excepted which shall remain) and repair any damage caused by their removal.

Section 17. Events of Default, Remedies, Damages. Each of the following shall constitute an Event of Default: (I) Tenant shall fail to pay when due any Base Rent or Additional Rent Payable under this Lease and nonpayment continues for 10 days after written notice; or (II) Tenant shall fail to perform or comply with any of the covenants or conditions in this Lease for a period of 15 days after notice from the Landlord to Tenant specifying the items in default; or (III) Tenant shall file a voluntary petition in Bankruptcy or shall be adjudicated a bankrupt or insolvent, or a receiver or trustee shall be appointed for all or substantially all of the property of Tenant or Tenant shall make any assignment for the benefit of Tenant's creditors, or Tenant shall vacate the Leased Premises.

Section 18. Landlord's Remedies. For so long as an Event of Default shall exist and be continuing, Landlord may give written notice to Tenant specifying the Event of Default and stating that Tenant's Rights to the possession, use and occupancy of the Leased Premises under this Lease shall expire and terminate on the date specified in such notice and upon the date so specified, all rights of the Tenant under this Lease shall so expire and terminate. Upon termination of Tenant's rights to possession, use and occupancy of the Leased Premises under this Lease, Landlord shall by prompt written notice to Tenant elect to receive from Tenant either the damages specified below in Section (a) or Section (b):

- (a) Tenant shall pay Landlord an amount equal to: (x) any Base Rent, Additional Rent and any damages which shall have been due or sustained prior to such termination, all reasonable costs, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by Landlord in pursuit of its remedies hereunder; plus an additional amount equal to (y) the present worth (as of the date of such termination) of the Base Rent and additional Rent which, but for such termination of this Lease, would have become due during the remainder of the Lease Term as then constituted, less (z) the fair rental value of the Leased Premises as of the date of such termination during the remainder of the Lease Term; or
- (b) Tenant shall pay Landlord an amount equal to: (x) Base Rent, Additional Rent and any damage which shall have been due or sustained prior to such termination, all reasonable costs, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by Landlord in pursuit of its remedies hereunder or in thereafter renting the Leased premises to others from time to time (which costs may include preparing the Leased Premises for re-letting and of re-letting the Leased Premises); plus (y) an amount equal to the Base Rent and Additional Rent which, but for such termination would have become due during the remainder of the Lease Term as they constituted, less the amount of Base Rent and Additional Rent, if any, which Landlord shall receive during such period from others to whom the Leased Premises may be rented (other than any Additional Rent received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord). Landlord shall use reasonable effort to relet the Premises.

Damages under Section (a) shall be payable to Landlord in one lump sum on demand and shall bear interest from the date of the Landlord's election until paid. For purposes of this clause, "present worth" shall be computed by discounting such Base Rent and Additional Rent to present worth at a discount rate equal to that in the Wall Street Journal money column. Any payments due under Section (a) shall be immediately due and payable upon Landlord's election to receive such damages. Payments due under Section (b) shall be due and payable when such damages are determined and can be substantiated.

The failure by the Landlord to provide such notice shall constitute an election by Landlord to receive the damages specified in Subsection (a).

Upon any termination of this Lease, Tenant shall immediately vacate the Leased Premises and surrender the same to Landlord in the same condition as received, reasonable wear and tear excepted. In the event Tenant fails to so vacate and surrender the premises, Tenant shall pay all costs reasonably incurred by Landlord in requiring Tenant to vacate, including reasonable attorney's fees and disbursements and, further, will pay Landlord a daily occupancy charge equal to one hundred twenty five percent (125%) of the average daily rental payable by Tenant during the most recent Lease year (the "Holdover Base Rent") until Tenant vacates the Leased Premises as provided by terms of this Lease and such continued tenancy being deemed a tenancy at will based upon the terms hereof except for the Holdover Base Rent, which Holdover Base Rent shall not however be an exclusive remedy for the Tenant's failure to vacate the Premises. Tenant expressly agrees that, for so long as any Event of Default shall exist and be continuing, Landlord shall have the right to regain possession of the Leased Premises and to exclude Tenant from any further use and occupancy and enjoyment thereof, and Tenant waives any and all claims which it may have against Landlord, regardless of when the same arise, on account of such regaining of possession by Landlord. Upon the termination of this Lease, Tenant will remove all goods and effects and signage not the property of the Landlord, at Tenant's expense. Any damage thereby caused to the Leased Premises shall be promptly repaired by Tenant, at Tenant's expense. At Landlord's option, any goods and effects not so removed shall be deemed abandoned by Tenant and thereupon shall become sole property of Landlord. Landlord shall also have all other rights and remedies as may be available under applicable law at the time of the occurrence of the Event of Default.

Section 19. Right of Access. Upon 24 hours notice, Landlord and/or its representative may enter the Leased Premises, between 8:00 a.m. and 5:00 p.m. Monday through Friday, for the purpose of inspecting the Leased Premises, performing any work which Landlord elects to undertake, exhibiting the Leased Premises for sale, lease or mortgage financing, or posting any required notices. Except in case of emergency when no notice is required, Landlord, upon reasonable notice to tenant, may enter the Leased Premises at other times to perform maintenance and repairs for which Landlord is responsible.

Section 20. Insurance. During the term of this Lease, Tenant at its sole cost and expense and for the benefit of Landlord shall carry and maintain the following types of insurance in the amounts specified as follows:

Comprehensive public liability insurance insuring Landlord against liability for injury to persons or property occurring in or about the Leased Premises, or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence. Said insurance shall provide that coverage shall not be canceled without giving Landlord 20 days advance notice of cancellation and shall further name the Landlord as an additional insured. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage and require a notice to Landlord twenty (20) days in advance of cancellation.

Section 21. Damage to Premises. If the Premises are materially damaged by fire or any other cause, Landlord shall deliver to Tenant within ninety (90) days after the damage, a notice of Landlord's intention to

rebuild and the estimated date of completion of such repairs. If such notice is not so given by Landlord or Tenant will not be able to use any substantial portion of the Premises to conduct its business for a period of at least one hundred eighty (180) days, Tenant may terminate this Lease by notice to Landlord. If the Premises are damaged, such damage shall be promptly repaired at the sole cost and expense of Landlord to the extent covered by insurance. Until such repairs and restoration are completed, the Base Rent and Additional Rent shall be equitably abated. If such damage can be repaired within one hundred eighty (180) days and Landlord fails to repair the damage within such period, Tenant may terminate this Lease upon written notice to Landlord given at any time prior to the completion of such repairs. If any such damage which causes any material portion of the Premises to be unusable by Tenant in the conduct of its business occurs during the last twelve (12) months of the term of this Lease, then either party may terminate this Lease by written notice to the other party within thirty (30) days after the date of the casualty.

Section 22. Condemnation.

Entire Premises. If the entire Premises is taken by condemnation or conveyance in lieu of condemnation (a "Taking"), this Lease shall terminate immediately upon the effective date of the Taking.

Partial Taking. If there is a Taking of a material portion of the Premises consisting of the Building (meaning thereby so much as shall render the remaining portion substantially unusable by Tenant for the purposes set forth in Section 7 of the Lease), Tenant may terminate this Lease by notice to Landlord if the remaining portion of the Premises or the Building is not, in Tenant's reasonable judgment, adequate for the conduct of Tenant's business.

If Tenant does not terminate this Lease, Landlord shall proceed with due diligence to make all necessary repairs to the Premises or the Building in order to render and restore the same to its condition prior to the Taking. Tenant shall remain in possession of the portion of the Premises not taken upon the terms and conditions of this Lease, except that the Base Rent and Additional Rent shall be equitably abated.

Awards. Damages awarded to Landlord for any Taking of the Premises or the Building shall belong to Landlord; provided, however, that nothing shall restrict or limit Tenant from asserting a claim for the value of the Lease to Tenant, the value of any leasehold improvements, trade fixtures or equipment paid for by Tenant, or for Tenant's moving expenses.

Section 23. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying said rent, and performing all the covenants and conditions aforesaid on Tenant's part to be observed and performed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the term aforesaid, subject, however, to any underlying or subsequent mortgages.

Section 24. Assignment and Subletting. This Lease may not be assigned or sublet by Tenant without the express written consent of Landlord which consent shall not be unreasonably withheld, provided that the proposed assignee shall have a satisfactory financial condition and shall establish to Landlord's reasonable satisfaction that the proposed assignee shall have the capacity to pay the rent and other charges set forth herein and to perform Tenant's obligations under this Lease. If and when there is an assignment of this Lease (upon Landlord's express, written consent), such assignment shall include any renewal options not yet exercised by Tenant. Unless Landlord shall otherwise agree in writing, no assignment by Tenant shall relieve Tenant of its obligations under this Lease. Notwithstanding the forgoing, Tenant shall have the right upon written notice to Landlord to assign this Lease to any subsidiary or affiliate or entity with which Tenant or its parent corporation may merge or consolidate, or any entity to which Tenant may sell all or substantially all the ownership interests without the written consent of the Landlord.

Any consent by Landlord to assignment or subletting of Tenant's Lease shall not relieve Tenant of its

obligations under the Lease, unless specifically agreed to by Landlord in writing. Any consent by Landlord in a particular instance shall not be deemed to be a waiver of the obligation to obtain Landlord's approval in the case of any other assignment or subletting.

Section 25. Indemnification. Except for claims arising out of acts caused by intentional acts or gross negligence of Landlord or its employees, contractors or representatives, Tenant shall indemnify and defend Landlord, at Tenant's expense, against all claims, expenses and liabilities (including legal fees, professional fees and disbursements) for ("Claims") arising from: (a) the use, management or any occurrence on or about the Leased Premises; (b) any default by Tenant hereunder; or (c) any act or omission or negligence of Tenant or any subtenant or their employees, agents, invitees, licensees, visitors or contractors in connection with the use or occupancy of the Leased Premises.

Landlord shall indemnify and defend Tenant, at Landlord's expense, against all claims, expenses and liabilities (including legal fees, professional fees and disbursements) for ("Claims") arising from: (a) the ownership or management of the Leased Premises for which the Landlord is responsible under the terms of this Lease; (b) any default by Landlord hereunder; or (c) any act or omission or negligence of Landlord its agents, directors, employees or licensees or Landlord's failure to perform any of its obligations under this Lease, subject to the limitations contained in paragraph 38.

Section 26. Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company issuing insurance to either of them (by subrogation or otherwise) for any loss or damage to any Leased Premises or property or any other damage or loss for which insurance coverage was in effect at the time of the occurrence of the damage, which may have been due to the negligence of the Landlord or Tenant, or their respective agents, employees, customers or invitees.

Section 27. Waiver. The failure of Landlord or Tenant to insist upon strict performance of any of its terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein.

Section 28. Invalidity or Inapplicability of Clause. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 29. Captions; Headings. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Lease.

Section 30. Successors and Assigns. This Lease shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, except as otherwise provided herein.

Section 31. Attornment. In the event Landlord's interest in the Leased Premises is transferred through, or in connection with any, proceedings to foreclose any mortgage or deed of trust to which this Lease is subordinate, Tenant shall attorn to the foreclosing party and shall recognize the foreclosing party as Tenant's Landlord under this Lease. Tenant shall further provide the foreclosing party any instrument or instruments necessary or appropriate to evidence such attornment, provided, while Tenant is not in default of this Lease, that Tenant's occupancy rights pursuant to this Lease are not affected.

Section 32. Arbitration. The parties to this Lease hereby agree that at the option of either party, any dispute under this Lease shall be settled by submission to arbitration conducted in the locality where the Building is located in accordance with the rules and regulations of the AAA, before three arbitrators, one chosen by Landlord, one chosen by Tenant and one chosen by the above chosen arbitrators. Judgment by such arbitrators shall be fixed and binding upon all parties and may be entered in any court having jurisdiction thereover. Each party shall be responsible for its own legal fees and expenses, for the costs and expenses of the arbitrator designated by it and for one-half of the costs and expenses of the third arbitrator.

Section 33. Entire Agreement; Amendment. This Lease and the attachments embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Lease may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced.

Section 34. Notices. Any notice or other communication to be given hereunder shall be in writing and mailed to the Landlord at the address set forth above, to the Tenant at the Leased Premised premises, or to such person, address or number as the party entitled to such notice or communication shall have specified by written notice to the other party given in accordance with the provisions of this section. Any such notice or other communication shall be deemed given: when deposited in the mail, properly addressed and postage prepaid.

Section 35. Subordination. This Agreement and the Tenant's interest hereunder, shall be subject and subordinate, upon terms and conditions consistent with this Agreement, to any mortgage, deed of trust, or any method of financing or refinancing now or hereafter placed against the Premises and to all renewals, modifications, replacements, consolidations and extensions thereof and Tenant shall execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage, and hereby appoints Landlord as its attorney-in-fact to execute any and all documents to comply with the provisions of this paragraph. The Tenant agrees to execute a Tenant Subordination, Non-Disturbance and Attornment Agreement in substantially the form annexed hereto as Exhibit "F".

Section 36. Estoppel Certificates. The Tenant will from time to time, upon not less than 10 day's prior written request by the Landlord, deliver to the Landlord or any actual or prospective purchaser or holder of a mortgage on all or any part of the Premises a written statement certifying whether or not this Lease is in full force and effect and stating (a) the last date to which the Rent and other payments have been made, (b) the amendments, if any, to this Lease, (c) whether or not the Landlord is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to the Tenant for the payment of money, and (d) if so, each default or indebtedness. The Tenant agrees to execute an Estoppel Certificate in substantially the form annexed hereto as Exhibit "G".

Section 37. Waiver by Landlord. Failure on the part of the Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by the Landlord of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by the Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

Section 38. Limitation of Landlord's Liability. Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to the benefit of all covenants of the Landlord hereunder. Notwithstanding anything contained in this Lease to the contrary, it is specifically

understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest only with respect to breaches occurring during Landlord's or its successors' respective ownership of Landlord's interest hereunder, and Landlord and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Landlord hereunder.

Section 39. Broker's Fee. The parties acknowledge that there has been no broker involved in this transaction except for **NAI PLOTKIN and WILLIAMSON COMMERCIAL PROPERTIES, LLC** of Springfield Massachusetts, and each party agrees to hold the other harmless from any claims made as a result of a breach of this representation by the breaching party. **Landlord shall be responsible for payment of any commissions due said Brokers pursuant to a separate written agreement.**

Section 40. Landlord's Covenants and Performance of It's Obligations. With respect to any services to be furnished to Tenant or other obligations of Landlord, the Landlord shall in no event be liable for failure or delay to furnish or perform the same when prevented from so doing by war, strikes, labor difficulties, lockouts, order or regulation of governmental authority, or for any cause due to any act or neglect on the part of the Tenant or its servants, agents, employees, licensees or any person claiming by, through or under the Tenant, or any termination for any reason of Tenant's occupancy of the Premises from which the service is being supplied or the obligation is being performed by the Landlord; and in no event shall the Landlord ever be liable to the Tenant for any indirect or consequential damages or any inconvenience to the Tenant or interruption of its business.

The Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by Tenant to Landlord properly specifying wherein the Landlord has failed to perform any such obligation; provided that if such default prevents Tenant from utilizing the Premises for its intended use and such default is not corrected within 48 hours the Tenant may take all necessary steps to cure such default and offset all expenses incurred in correcting such default against the Rent due hereunder or at Tenant's option the Rent due hereunder shall abate until such condition is corrected.

Section 41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto hereby agree to submit to the jurisdiction of the courts located within the Commonwealth of Massachusetts for any controversies arising out of this Agreement.

Section 42. Miscellaneous.

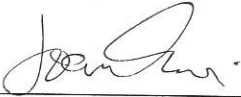
To facilitate execution, this Lease Agreement may be executed in as many counterparts as may be required; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. Counterparts may be also signed by parties thereto by facsimile and/or by pdf electronic scan, and any such facsimile and/or pdf electronic scan received will be deemed to be an original.

This Lease Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties with respect to its subject matter and may be modified only by a written agreement referencing this Agreement signed by the parties.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date set forth above.

Total Wellness Center, LLC d/b/a CleanSlate Centers
(Tenant)




WITNESS

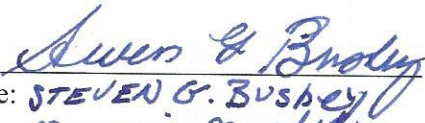
By: 

Name: Patrick J. Murphy
Title: CFO
Date: 11/18/15

80 Congress Street, LLC (Landlord)



WITNESS

By: 

Name: STEVEN G. BUSHEY
Title: Managing Member
Date: 11/18/2015

2113823v4

EXHIBIT A

LEASED PREMISES

NO.	DATE	REVISIONS

ARCHITECTURAL & MECHANICAL DRAFTING

PARTIAL EXISTING 1ST
GROUND FLOOR PLAN
900 MEMORIAL DRIVE
W SPRINGFIELD, MA

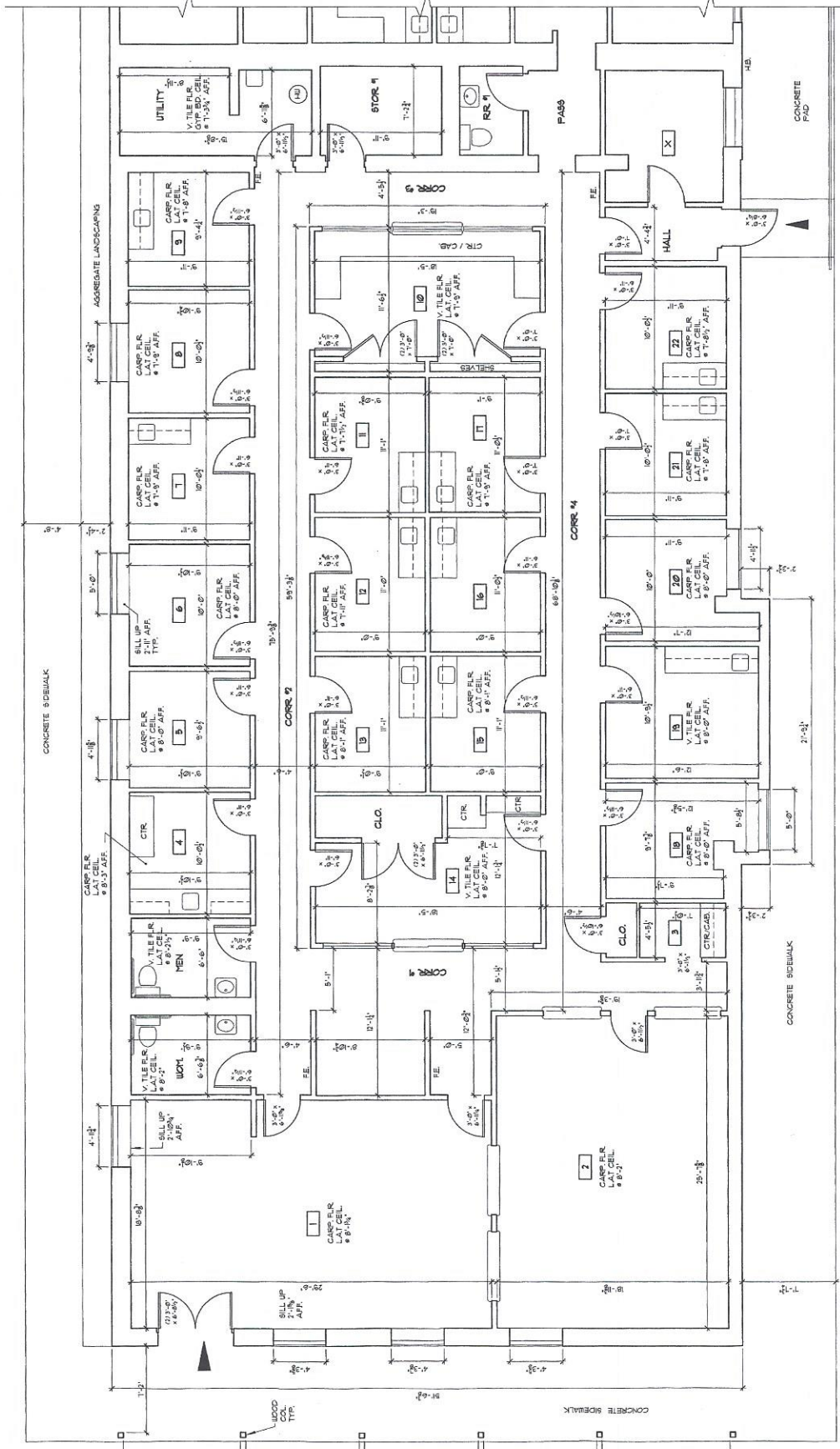
AMERICAN MEASURING SERVICE
P.O. BOX 8044
SPRINGFIELD
MASSACHUSETTS 01188
Telephone 413 221-8824

PRINTING NUMBER

A-2

DATE	REVISED	BY	DATE
1-12-15		DJ/MS	
SCALE		1/4" = 1'-0"	
PROJECT NO.		15-02B	
APPROVED			

DRIVEWAY



SEE SHT. A-3
FOR THIS SECTION

DRIVEWAY

PARTIAL EXISTING FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
5,234 SQ. FT.



EXHIBIT B

LANDLORD'S PROPERTY DESCRIPTION

EXHIBIT C

LEASE COMMENCEMENT LETTER

This Lease Commencement Letter relates to that certain Lease Agreement (the "Lease") dated _____, _____ by and between _____, as "Landlord" therein, and _____, as "Tenant" therein for 900 Memorial Avenue, West Springfield, MA 01089.

Landlord and Tenant hereby agree that for all purposes in connection with the Lease, (a) the "Commencement Date" referenced in Section 2 of the Lease shall be _____, _____ and the "Expiration Date" referenced in Section 2 of the Lease shall be _____, _____.

LANDLORD:

By: _____

TENANT:

By: _____

EXHIBIT D

LANDLORD IMPROVEMENTS

NEW CARPET ONLY IN DESIGNATED AREA, SKETCH ATTACHED.

NOTE: LANDLORD RESERVES RIGHT TO CREATE COMMON EXIT DOOR AT REAR OF LEASED PREMISES AS SHOWN ON ATTACHED SKETCH.

EXHIBIT E

TENANT IMPROVEMENTS

NONE.

EXHIBIT F

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

MORTGAGEE:

TENANT:

LANDLORD:

PREMISES: 900 Memorial Avenue, West Springfield, MA 01089

LEASE DATE:

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of the as of the ____ day of ____, 200_ by and between the parties identified above with respect to the above described Lease and with respect to that certain mortgage or deed of trust, as the case may be, ("Mortgage") by and between the above described Landlord as Mortgagor and Mortgagee that secures or, within 60 days of the date of this agreement does secure; the Premises demised under the above described Lease. This agreement shall be null & void *ab initio* if such mortgage does not secure the premises within such 60 days.

NOW, in consideration of the mutual covenants and agreements set forth below, the parties hereto do agree as follows:

1. Tenant hereby subordinates its interest under the Lease to the rights of the Mortgagee under the Mortgage, subject to all of the terms and conditions of this Agreement.
2. Mortgagee agrees that so long as Tenant is not in default under the terms of the Lease beyond any applicable cure period:
 - (a) the Lease shall remain in full force and effect;
 - (b) the possession of the Lease Premises by Tenant shall not be disturbed; and
 - (c) in the event of a foreclosure or other suit instituted pursuant to the Mortgage, the suit shall not affect the rights of Tenant under the Lease, and any purchaser of the Premises as a result of such suit shall be required to take the Premises subject to the Lease and agree to be bound by all of its terms.
3. In the event of foreclosure of the Mortgage, Tenant agrees to attorn to Mortgagee or any purchaser of the Premises provided that Mortgagee or such purchaser agrees to comply with the provisions of Paragraph 2 above.

EXHIBIT G

TENANT ESTOPPEL CERTIFICATE

DATE:

LANDLORD:

TENANT:

PREMISES: 900 Memorial Avenue, West Springfield, MA 01089

LEASE DATE:

The undersigned, Tenant under the above described Lease, certifies to Landlord and to its successors that to the best of Tenant's knowledge that:

- 1) the Lease is presently in full force and effect and the Lease has not been assigned, modified, supplemented or amended in any way, nor is Landlord or Tenant in default thereunder;
- 2) the commencement date of the Lease is _____;
- 3) the Lease expires on _____; and the full rental thereunder is now accruing and is payable in accordance with the provisions of the Lease;
- 4) the current fixed monthly base rent is _____;
- 5) there are no known offsets, claims or credits against rentals and there has been no prepayment of rentals;
- 6) no dispute exists between Landlord and Tenant, and Tenant does not consider Landlord in default under the Lease;

By: _____

Date: _____