

## SECOND AMENDMENT TO LEASE

**THIS SECOND AMENDMENT TO LEASE** ("Amendment") dated December 18, 2018, hereby amends the Lease dated November 19, 2015, as affected by First Amendment To Lease dated December 19, 2016 (collectively the "Lease") 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 12 Cadillac Drive, Suite 380, Brentwood, Tennessee 37027 ("Tenant").

In consideration of the agreements established by this Amendment, the Lease is amended, as indicated below, effective as of the date of this Amendment stated above. For purposes of this Amendment such date shall be known as **the "Effective Date"**.

**WHEREAS**, the Tenant and Landlord acknowledge and agree that the initial Lease Term commenced on December 1, 2015, and is currently scheduled to terminate on November 30, 2020, all as set forth more fully in said Lease;

**WHEREAS**, the Tenant is currently in possession of the Premises under said Lease and is current on its rental obligations thereunder, which Lease remains valid, is in full force and effect, and has not been modified, amended or supplemented, except as set forth herein;

**WHEREAS**, Landlord and Tenant desire to amend and modify the terms of the Lease, to include an extension of the Lease Term for an additional eight (8) Years, all on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the covenants in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual promises hereinafter set forth, Landlord and Tenant agree to amend the Lease as follows, as of the above Effective Date.

1. **Section 1 – Description of Premises**, is hereby acknowledged and confirmed to consist of the entire one story office building measuring approximately 8510 square feet located on a parcel containing approximately 50,000 square feet of land known as 900 Memorial Avenue, West Springfield, Massachusetts, all as described more fully in the terms of said Lease.

The total premises leased at any given time during the remaining term hereof shall consist of one hundred (100%) of the entire property and shall be collectively referred to hereafter as the "Demised Premises", "Leased Premises" and/or the "Premises".

2. **Section 2 - Commencement And Term**. The original Five (5) year Term of this Lease which commenced on December 1, 2015 ("Commencement Date") and is scheduled to end on November 30, 2020, is hereby amended and extended for an additional eight (8) years so that the lease term shall now expire on November 30, 2028 ("Lease Termination Date").

3. **Section 3 – Rental Payments**, is hereby amended by acknowledging that the Base Rent for the Leased Premises as set forth in said Lease shall be payable in advance on the first day of each month during the remaining Lease Term beginning on December 1, 2018 and terminating on November 30, 2025 as follows:

**BASE RENT FOR LEASED PREMISES**

<b><u>Lease Year</u></b>	<b><u>Yearly Base Rent</u></b>	<b><u>Monthly Base Rent</u></b>
Year 1 (12/1/18-11/30/19)	\$131,430.00	\$10,952.50
Year 2 (12/1/19-11/30/20)	\$134,064.00	\$11,172.00
Year 3 (12/1/20-11/30/21)	\$136,746.00	\$11,395.50
Year 4 (12/1/21-11/30/22)	\$139,482.00	\$11,623.50
Year 5 (12/1/22-11/30/23)	\$142,272.00	\$11,856.00
Year 6 (12/1/23-11/30/24)	\$145,116.00	\$12,093.00
Year 7 (12/1/24-11/30/25)	\$148,020.00	\$12,335.00
Year 8 (12/1/25-11/30/26)	\$150,984.00	\$12,582.00
Year 9 (12/1/26-11/30/27)	\$154,008.00	\$12,834.00
Year 10 (12/1/27-11/30/28)	\$157,092.00	\$13,091.00

The Landlord and Tenant hereby acknowledge and confirm that all Base Rent has been paid as of the Effective Date of this Amendment according to the Lease to date, and shall continue to be paid in accordance with the above schedule; and that nothing contained hereby shall impact Tenant’s obligation to pay as additional rent the Operating Expenses and Costs of the Premises, including Real Estate Taxes, Casualty Insurance and Costs of Maintenance, Utilities and Service, in accordance with Sections 7, 10 and other pertinent provisions of the Lease.

4. **Section 3.1. Option To Renew**, is hereby amended by deleting this Section of the original Lease in its entirety and substituting in its place the following: “Provided that the TENANT is not in default under this Lease, Tenant shall have the option to renew this Lease for one (1) additional term of five (5) years (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 Lease Termination Date of the 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 above, shall be adjusted to reflect a 2% annual increase during each year of the Renewal Term.

5. **Section 35. Landlord's Work**, is hereby amended by Tenant acknowledging that Landlord's Work as set forth in the original Lease and the First Amendment of Lease was completed and Tenant is satisfied with said leasehold improvements as of the Effective Date of this Amendment. In addition, Landlord and Tenant agree to the following new section as follows:

"Section 25.2 Landlord's New Work. Landlord has agreed to perform certain repairs and improvements at its sole cost ("Landlord's Improvements") as follows:

1. ½ door installation for the front office laboratory door;
2. Removal of wallpaper in waiting room and paint;
3. All areas of front office to be painted;
4. Floor plan changes and improvement for rear half of office as set forth more fully in Exhibit D-2 annexed hereto, and any incidental repairs required in connection with those changes;
5. Current lights on front exterior of building to be replaced with new fixtures; and
6. Parking lot lines to be repainted and curbs repaired as needed, weather permitting.

"Landlord's Improvements" shall be completed within ninety (90) days of the Effective Date of this Amendment, except for Item #6 shall be completed by May 15, 2019.

Landlord or its agents shall, at its sole cost and expense, construct the leasehold improvements. All work shall be done by the Landlord in good and workmanlike manner. 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.

Tenant and Landlord shall cooperate with one another so as to minimize any disruption in Tenant's business during operating hours, and to allow the work to be performed at reasonable times and in such manner as may be established by Landlord in coordination with Tenant.

Landlord warrants to Tenant that materials furnished under this Agreement will be of good quality that the improvements will be free from material defects not inherent in the quality required or permitted. The Landlord agrees to promptly make all necessary repairs, replacements, and corrections as shall become necessary by reason of faulty workmanship or material for a period of one (1) year from the date of completion.

Nothing contained herein shall limit Landlord's responsibility to perform maintenance of common areas of the Property and perform other repair work which is the responsibility of the Landlord pursuant to Section 8 of the Lease. "

All terms that are defined in the Lease shall have the same meanings when used in this Amendment (unless a contrary intent is clearly indicated from the context herein).

The Lease is hereby ratified and confirmed and, as modified by this Amendment, shall remain in full force and effect.

All references appearing in the Lease and in any related instruments shall be amended and read hereafter to be references to the Lease as amended by this Amendment.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signatures on counterparts that are delivered via any electronic means are authorized, and this Agreement shall be deemed executed when an executed counterpart hereof is transmitted by a party to the other party physically or via any electronic means.

This Amendment shall have the effect off an agreement under seal and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

**Total Wellness Centers, LLC dba "Clean Slate Centers" (Tenant)**

L.S. Tonya Denton  
WITNESS  
Tonya Denton

By: [Signature]  
Name: ROBERT HUTCHISON  
Title: CEO  
Date: 1/10/19

**80 Congress Street, LLC (Landlord)**

L.S. Irene Conroy  
WITNESS  
Irene Conroy

By: [Signature]  
Name:  
Title: member  
Date: 1/21/19

Exhibit D-2

