

COMMERCIAL LEASE AGREEMENT

This Lease Agreement (the "*Lease*") made this 20 day of December, 2020, by and between TPM REALTY, LLC, a Maine limited liability company with an address of P.O. Box 209, South Gardiner, ME 04359 (hereinafter referred to as "*Lessor*") and MCR LABS MAINE, LLC, a Delaware limited liability company with an address of 11 Technology Drive, Gardiner, ME 04345 (hereinafter referred to as "*Lessee*"), collectively referred to herein as the "*Parties*", agree as follows:

1. DESCRIPTION OF LEASED PREMISES: The Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the building, parking area and space immediately adjoining said building and parking area located at 11 Technology Drive, in Gardiner, County of Kennebec and State of Maine. The leased area contains approximately 3,456 square feet of building space, approximately 12 acres of land, and is hereinafter referred to as the "*Premises*".

2. USE OF LEASED PREMISES: The Lessor is leasing the Premises to Lessee and the Lessee is hereby agreeing to lease the Premises from Lessor for the purposes of laboratory testing for cannabis, hemp and other products; research and development and other possible related testing and research. Any deviation in such permitted usage must be authorized by Lessor in writing.

3. TERM: The term of this Lease shall be for [REDACTED] commencing on the date that is 30 days after Lessee receives its active medical and adult use marijuana testing facility licenses from the Office of Marijuana Policy and medical and adult use marijuana testing facility licenses from the City of Gardiner, Maine (the "*Commencement Date*"). [REDACTED]

[REDACTED] If, despite Lessee's diligent efforts, Lessee is unable to obtain active medical and adult use marijuana testing facility Licenses from the Office of Marijuana Policy, or ~~and~~ medical and adult use marijuana testing facility licenses from the City of Gardiner, Maine, or ISO laboratory accreditation, or Maine Center for Disease Control and Prevention commercial lab accreditation, then Lessee, shall, at its option, have the right to terminate this Lease upon five days' prior written notice of Lessee's intent to terminate, and on the effective date of such termination, this Lease shall be null and void, and of no further force or effect and Lessee shall be relieved of all liabilities and obligations hereunder.

4. BASE RENT: The base monthly rent due from Lessee to Lessor shall be [REDACTED]. Thereafter, base monthly rent shall [REDACTED]. Base Rent shall be payable monthly with the first payment due upon the Commencement Date and each monthly installment payable thereafter shall be due on the first day of each month.

5. [REDACTED]; Lessor shall [REDACTED]
[REDACTED] (60) day [REDACTED]

6. EXPENSES: It is the intention of the Parties that this Lease be considered a "Modified Gross Lease" as the Lessee shall be responsible to pay all utilities, interior cleaning and trash/rubbish removal charges. All costs and expenses not expressly addressed in this Lease shall be considered "Excluded Costs" and shall be paid by Lessor, including without limitation all of the following costs and expenses:

- (a) The cost of all repairs and maintenance associated with the Premises, including without limitation landscaped areas, roadways, sidewalks, parking lots, driveways, lighting, fences, gates, roofs, and exterior walls, including paint, exterior signs, awnings;
- (b) Fees, charges, and other costs, including, without limitation, consulting fees, attorneys' fees, and accounting fees of all contractors engaged by Lessor in connection with the operation, maintenance, or repair of the outside of the building and the outdoor areas of the Premises; and
- (c) Premiums and deductibles for the insurance policies maintained by Lessor.

7. SECURITY DEPOSIT: Lessee shall pay to Lessor at the time of execution of the Lease a "Security Deposit" in the amount of [REDACTED]. Such funds shall be held by Lessor in a separate interest-bearing account as security for the faithful performance of the terms and conditions of the Lease by Lessee. The Security Deposit shall not be utilized to pay the last month's rent without the prior written consent of Lessor.

8. LEASEHOLD IMPROVEMENTS: Lessor consents to and approves the Lessee's improvement plan for the Premises as set forth in Exhibit A attached hereto ("**Lessee Improvements**"). Except with respect to the Lessee Improvements set forth on Exhibit A, the Lessee agrees that no leasehold improvements, alterations or changes of any nature (except for those specifically permitted elsewhere in this Lease) shall be made to the Leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, conditioned or delayed, and thereafter any and all leasehold improvements made to the Premises which become affixed or attached to the Leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises, the Lessee shall be responsible to either leave said improvements or remove said improvements and return the Premises to their condition at the onset of the Lease, reasonable wear and tear excepted.

9. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or its agents or any local, state or federal officials, upon demand.

10. **LESSEE'S OBLIGATIONS:** The Lessee shall also be responsible for all minor repairs and maintenance of the interior of the Leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows cleaning and cleaning of toilets, and the like, and the Lessee shall properly maintain the interior of the Premises in a good, safe and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances. Except with respect to the 2020-2021 winter plowing season, which is addressed in Section 11 below, from and after the Commencement Date, Lessee shall be responsible for snow plowing and removal, sanding, salting and similar work required to make the parking areas and sidewalks passable by vehicular traffic and pedestrians.

In the event the structure of the Premises is damaged as a result of any negligence or intentional or willful act of Lessee or its employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

The Lessee shall, during the Initial Term of this Lease, and any renewal term, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and tear excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the negligent acts or omissions of Lessee or its guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities; provided, however, that notwithstanding anything in this Lease to the contrary, Lessor hereby waives any defense to Lessee's enforcement of or other claim arising under this Lease based on violation of federal marijuana laws and federal illegality of Lessee's use of the Premises as a State-law compliant medical and/or adult use marijuana or hemp testing facility.

Lessee shall also be responsible for the cost, if any, which would be incurred to bring its contemplated operation and business activity into compliance with any law or regulation of any federal, state, or local authority. Neither Lessee nor its agents will conduct any activity on the Premises that will use, produce or transport any hazardous materials, except as conducted in compliance with all laws relating to hazardous materials and environmental protection.

In addition to the foregoing statements in this section, Lessee shall have the following rights:

(a) Lessee shall have the right to install machines and equipment that do not become part of the Leasehold Premises.

(b) Lessee shall have the right to penetrate the building envelope of the Leasehold Premises for the purposes of venting and access to gases and chemicals that may be stored outside as well as for the purpose of installing any additional HVAC that Lessee deems necessary.

(c) Lessee shall have the right to make the following changes to the Leasehold premises: install new walls on the first floor; install doors and a hallway leading from the staircase area through to the existing room in the back area; install security systems and cameras; to replace existing flooring and to install new flooring; and to install a dumb waiter system between floors. Lessee shall also have the right to create and maintain a fenced in, locked dumpster area outside the building. Lessee shall also have the right to make all those Lessee Improvements shown on the attached Exhibit A.

11. LESSOR'S OBLIGATIONS: Lessor, at its sole cost and expense, shall (a) install a paved or gravel parking area for a [REDACTED] and paved access and walkways to the Premises doors from the said parking area as well as a small paved area in front of the Premises building, provided, however, that the parties agree that such paved access and walkways and the paved area in front of the Premises need not be complete until the Commencement Date, which obligation of Lessor is contingent upon all frost being out of the ground plus 45 days; (b) keep the foundations, exterior walls and roof of the building, and the common areas in good order, repair and condition, ordinary wear and tear excepted; (c) maintain, repair and replace, in substantially the same working order and condition as of the Commencement Date of this Lease, the mechanical systems at Premises including without limitation the electrical, plumbing, and HVAC systems. Lessor's obligations to maintain, repair or replace any improvements and/or area within or outside the building shall not (w) unreasonably impede Lessee's access to the Premises or to utilities serving the Premises, or (x) unreasonably affect Lessee's use and occupancy of the Premises. At its sole cost and expense, Lessor shall take good care of, repair and maintain all grounds, driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Premises, including appurtenant areas, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions. Lessor shall maintain and pay all costs and expenses for the following: gardening and landscaping; grounds maintenance; repairing, resurfacing, and grading all parking areas and sidewalks; and all landscaping and landscaping maintenance (including mowing, fertilizing, seeding and replacing plants). With respect to the [REDACTED], Lessor shall be responsible for snow plowing and removal, sanding, salting and similar work required to make the parking areas and sidewalks sufficiently passable to allow Lessee and its agents and contractors to periodically access the Premises on an as needed basis; it being understood that the

Premises will not be fully occupied until on or after the Commencement Date. Notwithstanding the foregoing, from and after the Commencement Date, Lessee shall be responsible for snow plowing and removal, sanding, salting and similar work required to make the parking areas and sidewalks passable by vehicular traffic and pedestrians.

12. GENERAL LIABILITY INSURANCE: In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor, may but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

Lessee shall carry comprehensive general liability insurance during the term if the Lease, and any extensions thereof, to cover injury or death of any person or persons and to cover damage to property. Lessee shall pay all premiums for said insurance promptly when due and otherwise keep said insurance in good standing. Lessee shall cause Lessor to be named as an additional insured on such policy or policies and shall provide Lessor with certificates of such insurance coverage upon Lessor's request. Such insurance policy or policies shall be non-cancellable with respect to Lessor except upon ten (10) days prior written notice to Lessor. The minimum limits of such insurance shall be [REDACTED] single limit for injury or death to one or more persons and for damage to property and [REDACTED] aggregate.

13. FIRE/CASUALTY INSURANCE: Lessor shall obtain and maintain in force a standard fire and casualty insurance policy for not less than the full replacement value of the Leasehold Premises. Such policy shall name the Lessor as the insured and be with such company and in such amounts as is satisfactory to Lessor. Any and all costs for the premiums for said fire and casualty insurance policy shall be paid by Lessor. Such policy shall be noncancellable except with not less than ten (10) days prior written notice of any cancellation, expiration, or nonrenewal.

Lessee may, in its discretion, obtain and maintain at its own expense fire and casualty insurance with extended coverage on Lessee's furniture, equipment, and machinery on the Leasehold Premises to the full insurable value thereof.

14. INDEMNIFICATION: Lessee shall indemnify and hold Lessor harmless from and against all claims, demands, actions, lawsuits and expenses for injury to persons or property occurring on or about the Leasehold Premises if caused by the negligence of Lessee, its employees, agents, contractors or invitees. Lessee shall also be liable for any fire, smoke and water damage to the Leasehold Premises if caused by the negligence of Lessee, its employees, agents, contractors, or invitees, **Provided, However,** that this paragraph shall be operative only to the extent such damage is not covered and paid for in full under any insurance policy.

15. [REDACTED] this Lease [REDACTED] hold Premises [REDACTED] or enter into a [REDACTED] at.

16. (a) [REDACTED] date when due, if the Lessee shall neglect or fail to perform any of its other obligations hereunder for a period of thirty (30) days [REDACTED] or describing the nature of the default [REDACTED] it shall not be cured with said thirty (30) day period [REDACTED] cure the same and thereafter to prosecute [REDACTED] a reasonable [REDACTED]

(b) If the Lessee shall be adjudicated a bankrupt or insolvent according to law and no appeal shall be taken from such finding by the Lessee, or if such appeal shall be taken and not prosecuted diligently, or if the Lessee shall make an assignment of its property for the benefit of creditors, or if a receiver, trustee, or similar officer shall be appointed to take charge of all or any portion of the Lessee's property and such receiver, trustee or similar officer is not removed within sixty (60) days, or if the Lessee shall file a petition under any bankruptcy law, and the same shall not be dismissed within sixty (60) days, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit thereof or consent in a former instance), the Lessor may lawfully, and without further demand or notice, enter into and upon the Premises, or any part hereof in the name of the whole, and repossess the same as of its former estate and expel the Lessee and those claiming by, through, or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which otherwise may be used for arrears of rent or proceeding for breach of covenant, and upon entry as foresaid this Lease shall terminate.

Notwithstanding anything set forth in this Lease, no expiration or termination of this Lease shall relieve the Lessee of its liabilities and obligations under this Lease, whether or not the Premises shall be relet, and the Lessee covenants and agrees that in the event of such expiration or termination, it will be liable to the Lessor for the difference between the rental stipulated in the Lease and such rental, if any, as may actually be received by the Lessor upon a reletting.

The Lessee further agrees to pay costs and expenses, including reasonable attorney's fees, incurred by the Lessor in any legal proceeding arising from or connected with the enforcement or exercise of the remedies available to the Lessor upon a default hereunder by Lessee.

17. LATE CHARGE: Notwithstanding the foregoing, in the event that the Lessee fails to pay any rental amount within ten (10) days of the date when due, the Lessor shall have the right to impose a late charge of Five Percent (5%) per month for each month that the rent remains unpaid, **Provided, However,** that the imposition of such a late charge by the Lessor

shall not constitute a waiver of the Lessee's default by the Lessor or otherwise prevent the Lessor from pursuing any other remedies available to the Lessor under this Lease.

18. **CONDITION OF PREMISES AT EXPIRATION:** Subject to any changes made to the Premises as set forth on Exhibit A or as otherwise agreed to in writing by Lessor, the Lessee agrees to yield up the Premises in the same condition as received upon the Commencement Date of this Lease, reasonable wear, tear and casualty excepted, upon termination of this Lease or any renewal thereof.

19. **TAXES:** During the term of this Lease Lessor shall pay the real estate taxes assessed on the Leasehold Premises. Lessee shall pay any and all personal property taxes assessed against the personal property located at the Leasehold Premises by the City of Gardiner.

20. **HOLDING OVER:** [REDACTED] and understood by Lessor as [REDACTED] holding over by Lessee after the expiration of this Lease shall constitute a tenancy from month to month under all the terms and conditions of this Lease. In the event [REDACTED] shall [REDACTED] the term of this Lease or any renewal thereof according to [REDACTED]

21. **REMOVAL OF PERSONAL PROPERTY:** Upon the expiration of the term of this Lease Lessee shall remove all of its personal property from the Leasehold Premises, repairing any and all such damage caused by such removal.

title free of all encumbrances and defects. In the event of a title defect or encumbrance preventing the issuance of insurable and marketable title, Lessor shall have thirty (30) days to clear such defect or encumbrance, failing which the parties can either negotiate a difference sale price or Lessee can withdraw its exercise of this right of first refusal.

24. CUMULATIVE RIGHTS: Any and all rights and remedies which either party may have under this Lease shall be cumulative, and the exercise of any one of such rights shall not bar the exercise of any other right as remedy available to such party.

25. WAIVER: One or more waivers of the breach of any covenant or condition by either party shall not be construed as a further breach of the same covenant and condition.

26. NOTICES: Any notices required by or useful under the terms of the Lease shall be given, in the case of the Lessor, to:

TPM Realty, LLC
P.O. Box 203
South Gardiner, Maine 04359

and in the case of the Lessee, to:

MCR Labs Maine, LLC
11 Technology Drive
Gardiner, Maine 04345

With a copy to:

MCR Labs Maine, LLC
[REDACTED] s]]

27. SUBORDINATION: The Lessee covenants and agrees to subordinate the lien of the Lease to the lien of any mortgage of the Lessor now existing or which may in the future be placed against the premises, and to execute and deliver, within fifteen (15) days of request, to the Lessor, such instrument or instruments in writing (provided that Lessor must also deliver to Lessee a Subordination, Nondisturbance, and Attornment Agreement containing mutually acceptable terms) in form for recording provided that such mortgagee shall consent to the Lease, and agree that the Lessee shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Lessor to terminate the Lease.

28. FIRE, CASUALTY AND CONDEMNATION: In the event that the Premises shall, during the term of this Lease, be damaged by fire or other unavoidable casualty, then and in such event, the rent hereinbefore reserved, or just proportionate part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until said Premises shall have been restored by the Lessor. In the event that the buildings leased by the Lessee shall be destroyed or damaged by fire, or there shall be any like destruction or damage to the said

building by the taking by any public authorities for public uses, and in the event that such taking, or destruction, or damage is such that the Lessee cannot reasonably operate its business for a period of more than Ninety (90) days, then, in the happening of said event, the rent hereinbefore reserved shall abate, and the Lessee may, at the option of the Lessee, terminate this Lease (except for purposes of enforcing rights that may have then accrued). In the event that the Lease is not terminated within Ten (10) days after the expiration of said Ninety (90) day period, as aforesaid, the Lessor shall forthwith restore said buildings to the same condition as they were in before said taking or fire or other casualty; and until such time as said buildings are restored, there shall be an abatement of rent, or a just proportionate part thereof. Notwithstanding the foregoing, in the event that the Lessor has not restored the Premises to substantially the same condition as they were in before said taking or fire within one hundred eighty (180) days of the event causing the damage or destruction, and in the event that the Lease has not been terminated previously, the Lessee shall have the right to terminate this Lease by giving the Lessor not less than thirty (30) days advance written notice. Upon such termination, the rights and obligations of the parties hereto shall terminate (except for those rights and obligations that may have been accrued as of the date of termination).

All damages in case of any taking by any public authorities for public uses shall be the sole and exclusive property of the Lessor, except as such may be separately awarded to the Lessee on its own petition for its leasehold interest, fixtures, equipment, trade fixtures, and/or for moving expenses and other items which may be compensable under any law or statute applicable thereto to the Lessee without regard to the Lessor's award period.

29. ENVIRONMENTAL MATTERS: The Lessee shall be responsible for the release of hazardous waste or materials on the Leasehold Premises or any damage resulting therefrom caused by Lessee, its employees, agents, contractors, or invitees, and Lessee agrees to indemnify Lessor from any and all liability resulting from said release of hazardous waste of materials.

30. MODIFICATION: This Lease shall not be altered, amended or augmented except by writing signed by Lessor and Lessee.

31. SEVERABILITY: If any provision of this Lease is held to be void or unenforceable, the remaining provisions of this Lease shall nevertheless continue in full force and effect.

32. BINDING EFFECT: This lease and the terms and provisions thereof shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.


33. TIME IS OF THE ESSENCE: In the construing the terms of this Lease time shall be deemed to be of the essence.

34. GOVERNING LAW: This agreement shall be governed by the laws of the State of Maine without respect to conflict of law principles. All disputes shall be resolved solely in the courts of the State of Maine or federal courts located in the State of Maine.

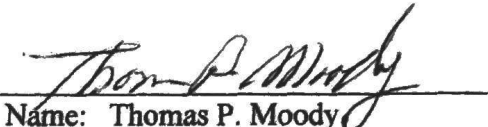
[Signature Pages Follow.]

IN WITNESS THEREOF, the said parties hereunto set their hands on the day and year first above written.

ATTEST:


Witness

LESSOR:
TPM REALTY, LLC

By: 
Name: Thomas P. Moody
Title: Sole Member

IN WITNESS THEREOF, the said parties hereunto set their hands on the day and year first above written.

ATTEST:

LESSEE:
MCR LABS MAINE, LLC

Robert J. Harrington
dotloop verified
12/20/20 12:58 PM EST
CBPS-E1RS-ZCAX-UV7V

Witness

By: *Michael Kahn*
dotloop verified
12/20/20 12:56 PM EST
HZA1-1WAL-DRHC-JHC9
Name: Michael Kahn
Title: Manager