

McDERMOTT
QUILTY &
MILLER LLP

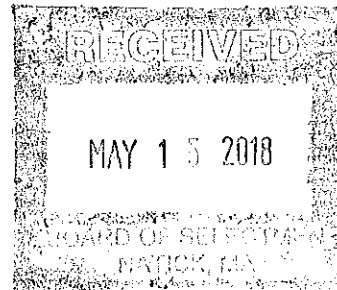
28 STATE STREET, SUITE 802
BOSTON, MA 02109

May 14, 2018

VIA FEDEX DELIVERY

Board of Selectmen
Natick Town Hall, 2nd floor
13 East Central Street

**Re: New Common Victualler License Application
Chipotle Mexican Grill of Colorado, LLC
Hours: 10:45am- 10pm
219 N. Main Street, Natick, MA 01760**



To Whomever it May Concern:

This office represents Chipotle Mexican Grill of Colorado, LLC (the "Applicant") in its application for a New C.V. License to be exercised at 219 N. Main Street, Natick, MA 01760 (the "Premises"). Enclosed please find **two (2) sets** of the following application materials and copies of the supplemental documents regarding the above-referenced matter:

- 1) Town of Natick Common Victualler License Application
- 2) Articles of Organization
- 3) Corporate Structure Chart
- 4) Floor Plan and Site Plan
- 5) Proof of Worker's Compensation Insurance
- 6) Worker's Compensation Insurance Affidavit
- 7) Equipment List and Estimated Cost
- 8) Lease Agreement

Also enclosed please find a check made payable to the City of Natick for Seventy Five Dollars and 00/100 (\$75.00).

We respectfully request that this matter be placed on your agenda for your most recent upcoming hearing.

Thank you. Please do not hesitate to contact our office with any questions or requests for additional information.

Sincerely,

Stephen V. Miller, Esq.

SVM/rm
Enclosures

May____, 2018

VIA FEDEX DELIVERY

Board of Selectmen
Natick Town Hall, 2nd floor
13 East Central Street

**Re: New Common Victualler License Application
Chipotle Mexican Grill of Colorado, LLC
Hours: 9am- 11pm
219 N. Main Street, Natick, MA 01760**

To Whomever it May Concern:

This office represents Chipotle Mexican Grill of Colorado, LLC (the "Applicant") in its application for a New C.V. License to be exercised at 219 N. Main Street, Natick, MA 01760 (the "Premises"). Enclosed please find **two (2) sets** of the following application materials and copies of the supplemental documents regarding the above-referenced matter:

- 1) Town of Natick Common Victualler License Application
- ~~2)~~ Articles of Organization
- ~~3)~~ Corporate Structure Chart
- ~~4)~~ Floor Plan *+ site plan*
- ~~5)~~ Proof of Worker's Compensation Insurance
- ~~6)~~ Worker's Compensation Insurance Affidavit
- ~~7)~~ Equipment List and Estimated Cost
- ~~8)~~ Lease Agreement

~~Also enclosed please find a check made payable to the City of Natick for Seventy Five Dollars and 00/100 (\$75.00).~~

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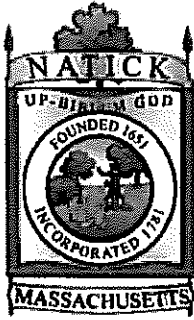
Thank you. Please do not hesitate to contact our office with any questions or requests for additional information.

Sincerely,

Stephen V. Miller, Esq.

SVM/rm
Enclosures

Town of Natick Common Victualler License Application



Office Use Only:	
Date Pmt Rec'd: <u>5/15/18</u>	Fee Paid: \$ <u>75</u> Check No: <u>16266</u>
Police Department approval issued <u>481</u>	✓ Per P.G. Higgins Barb
Meets applicable zoning bylaws	
Certificate of Occupancy issued	
Board of Health Permits issued	
Board of Selectmen Decision Date _____	
Approved <input type="checkbox"/> Denied <input type="checkbox"/>	

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

For Calendar Year: 2018

Date Submitted: 5/15/18

Fee: \$75.00



New



Renewal

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:



Common Victualer License Only



Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application:

Chipotle Mexican Grill of Colorado, LLC

Name of Establishment (d/b/a) Chipotle Mexican Grill #2987

Address of Establishment 219 N Main Street, Suite A-103, Natick, MA 01760

Mailing address (if different from establishment) 1401 Wynkoop Street, Suite 500, Denver, CO 80202

Contact Person (to whom ALL licensing information will be sent, including renewal notice and license)

Kim Oganessian (1401 Wynkoop Street, Suite 500, Denver, CO 80202)

Email Address licensing@chipotle.com Phone (303) 222-2524

Manager of Establishment Deanna Bigwood

Email Address ma.2987.natick@chipotle.com Phone (774) 285-9773

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members Chipotle Mexican Grill, Inc. (sole member)


Establishment's Days and Hours of Operation Monday - Sunday, 10:45 am - 10:00 pm
Number of Staff Approximately 25 Number of Seats 48 Interior, 12 Patio
Has a Certificate of Occupancy been issued? No If not, expected date of issuance TBD
Have Board of Health Permits been issued? No If not, expected date of issuance TBD

Additional Information Requested by the Town of Natick Police Department for Background Check:

Applicant's Social Security Number or Employee I.D. Number 84-1485992
Date of Birth N/A

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

Tax Attestation: Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant  Date 5/14/18
By Corporate Officer M. Steven Ellis Date 5/14/18
(If applicable)

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

1. Proof of Workers Compensation Insurance (if applicable)
2. Workers' Compensation Insurance Affidavit
3. Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
4. List of equipment and estimated cost***
5. Copy of Bill of Sale or Lease Agreement***
6. If a Corporation, a copy of Articles of Organization; If an LLC, a copy of the Membership Agreement and list of members***
7. \$75.00 Application fee (checks made payable to the Town of Natick)

*** New Applicants Only (see exception for item #3)

Articles of Organization



William Francis Galvin
Secretary of the Commonwealth of Massachusetts

Corporations Division

Business Entity Summary

ID Number: 000933575

[Request certificate](#)

[New search](#)

Summary for: CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

The exact name of the Foreign Limited Liability Company (LLC): CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

Entity type: Foreign Limited Liability Company (LLC)

Identification Number: 000933575

Date of Registration in Massachusetts:
09-19-2006

Last date certain:

Organized under the laws of: State: CO Country: USA on: 01-05-1999

The location of the Principal Office:

Address: 1401 WYNKOOP ST., STE 500

City or town, State, Zip code, DENVER, CO 80202 USA
Country:

The location of the Massachusetts office, if any:

Address:

City or town, State, Zip code,
Country:

The name and address of the Resident Agent:

Name: NATIONAL REGISTERED AGENTS, INC.

Address: 155 FEDERAL STREET, SUITE 700

City or town, State, Zip code, BOSTON, MA 02110 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	M. STEVE ELLS	1401 WYNKOOP ST. STE. 500 DENVER, CO 80202 USA
MANAGER	JOHN R HARTUNG	1401 WYNKOOP ST. STE. 500 DENVER, CO 80202 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	M. STEVEN ELLS	1401 WYNKOOP ST., STE 500 DENVER, CO 80202 USA

<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Confidential Data	<input checked="" type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
----------------------------------	--	---	--

View filings for this business entity:

ALL FILINGS

Annual Report

Annual Report - Professional

Application For Registration

Certificate of Amendment

Certificate of Cancellation

View filings

Comments or notes associated with this business entity:

New search

Corporate Structure Chart

Organizational Chart for Chipotle Mexican Grill of Colorado, LLC

Chipotle Mexican Grill, Inc.
A Delaware Corporation
Sole Member (Parent Company)
FEIN: 84-1219301

Officers:

M. Steven Ells: Chief Executive Officer & Chairman of the Board of Directors
1401 Wynkoop St., #500, Denver, CO 80202

John Hartung: Chief Financial Officer
1401 Wynkoop St., #500, Denver, CO 80202

CHIPOTLE MEXICAN GRILL, INC is a publicly traded company on the NYSE
under the symbol "CMG" since January 26, 2006



Chipotle Mexican Grill of Colorado, LLC (Licensee)
Massachusetts LLC established in 2006
FEIN: 84-1485992

Managers:

M. Steven Ells: 1401 Wynkoop St., #500, Denver, CO 80202
John Hartung: 1401 Wynkoop St., #500, Denver, CO 80202

Floor Plan and Site Plan

ALL SITE WORK INCLUDING PAVING, CURBING, PARKING, PARKING LOT LIGHTING, SIDEWALKS, LANDSCAPING, AND DUMPSTER ENCLOSURE ARE EXISTING UNLESS NOTED OTHERWISE.

Boston + Brighton
 1st Floor: 1st Floor
 2nd Floor: 2nd Floor
 3rd Floor: 3rd Floor
 4th Floor: 4th Floor

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 Holdings, the ownership of which is retained by Service and Merchandise
 Holdings and its subsidiaries. It is not to be reproduced, stored in a retrieval
 system, or transmitted in any form or by any means, electronic, mechanical,
 photocopying, recording, or by any information storage and retrieval system,
 without prior written permission from Service and Merchandise Holdings, Inc.



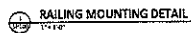
COMP: THE AMERICAN CRYSTAL CO.
3601 WILSON AVENUE, SUITE 300
DENVER, CO 80202
TEL: 303-733-1111
FAX: 303-733-1111
A PLANT: 303-733-1111

STORE NO.: 2987

DATE: 04/06/2017
BY: J. L. PERMIT

ARCHITECTURAL SITE
PLAN

104-23607



Proof of Worker's Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME:	
	PHONE (A/C, No, Ext): 469-232-2100	FAX (A/C, No):
INSURED Chipotle Mexican Grill, Inc. 1401 Wynkoop Street, Suite #500 Denver, CO 80202	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Safety National Casualty Corporation	
	INSURER B: James River Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: WSRU9H47

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liab \$1M Each Occ/Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL4047266	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy Max General Agg: \$ 25,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Coll Ded			CAS4047262	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			000793740	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	LDS4047264 (AOS) PS4047265 (VI) SP4057707 (Excess OH)	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For information only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Chipotle Mexican Grill, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	ISSUE DATE: 10/04/2017

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Named Insureds:
 Chipotle Mexican Grill, Inc.
 Chipotle Mexican Grill U.S. Finance Co., LLC
 Chipotle Services, LLC
 Chipotle Mexican Grill of Colorado, LLC
 CMGGC, LLC
 ShopHouse, LLC
 PL Restaurant Holdings, LLC
 CMG Purchasing Co. LLC
 CMG Strategy Co., LLC
 CMG Pepper, LLC
 CMG Concessions, LLC
 (Below names not included on workers compensation)
 ShopHouse Maryland, LLC
 PL Restaurant, LLC
 PERH of Kansas, LLC
 NHNY, LLC
 NH Restaurant, LLC
 Nix Hedden Holding, LLC
 Chipotle Mexican Grill Texas Holdings LLC
 Chipotle Mexican Grill of Kansas, LLC
 Chipotle Mexican Grill of Berwyn Heights, LLC
 CMG of Prince Georges, LLC
 Chipotle Mexican Grill of Maryland, LLC
 Chipotle Texas, LLC
 EMEA Tortilla Limited
 CMG Purchasing Partners, LLP
 Chipotle Cultivate Foundation
 CMGBV, LLC
 TastyMade, LLC

Worker's Compensation Insurance Affidavit



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Chipotle Mexican Grill #2987

Address: 219 N Main Street, Suite A-103

City/State/Zip: Natick, MA 01760

Phone #: (303) 222-2524

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with approx. 25 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Safety National Casualty Corporation

Insurer's Address: 1832 Schuetz Road

City/State/Zip: St. Louis, MO 63146

Policy # or Self-ins. Lic. # LDS4047264

Expiration Date: 10/01/2018

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: 5/10/18

Phone #: (303) 222-2524

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____

Phone #: _____

Equipment List and Estimated Cost

Number	Description	Order Date	Supplier	Amount	Matched Amount
191963	NATICK_SAFES_3.0_MA	5/4/2018 11:26	LOCKNET LLC	918.85	0
189543	NATICK_IT NEW STORE HW_3.0_MA	4/11/2018 10:48	CDW DIRECT	3,863.15	1,875.15
189542	NATICK_IT NEW STORE ISR BUNDLE_3.0_MA	4/11/2018 10:45	LEWAN & ASSOCIATES INC	3,979.06	0
189541	NATICK_IT NEW STORE EQUIPMENT AND SOFTWARE_3.0_MA	4/11/2018 10:42	NCR CORPORATION	12,961.00	4,689.93
189540	NATICK_IT NEW STORE CABLING_3.0_MA	4/11/2018 10:39	COMM WORKS LLC	940.16	0
185949	NATICK_EXTERIOR SIGNAGE	3/9/2018 10:21	ADVERTISING CONCEPTS INC	12,125.00	6,500.00
185151	KITCHEN EQUIPMENT STARTUP	2/28/2018 13:16	SMART CARE EQUIPMENT SOLUTIONS	500	0
184881	NATICK_HOOD/ANSUL/CURBS_3.0_MA	2/26/2018 17:49	CAPTIVE AIRE SYSTEMS INC	14,838.18	14,838.18
184708	NATICK_MILLWORK_3.0	2/23/2018 13:13	DIGIFABSHOP	35,470.00	35,425.00
184702	NATICK_DOOR HARDWARE	2/23/2018 12:45	TWIN CITY HARDWARE	3,590.75	0
184141	NATICK_THERMOSTAT EQUIPMENT PACKAGE_3.0_MA	2/20/2018 18:22	GRIDPOINT INC	4,750.00	0
184139	NATICK_REME HALO AND IMSB_3.0_MA	2/20/2018 18:22	RGF ENVIRONMENTAL GROUP INC	1,938.00	0
184138	NATICK_SMART SAFE_3.0_MA	2/20/2018 18:21	FIRE KING SECURITY PRODUCTS LLC	5,555.25	0
184137	NATICK_CO2 MONITOR_3.0_MA	2/20/2018 18:20	CO2 METER INC	300	0
184135	NATICK_CHAIRS_3.0_MA	2/20/2018 18:08	GRAND RAPIDS CHAIR COMPANY	3,872.00	0
184134	NATICK_GREASE CADDY_3.0_MA	2/20/2018 18:08	KAM FABRICATIONS LLC	637.5	0
184133	NATICK_POS DISPLAY_3.0_MA	2/20/2018 18:07	KAMMETAL INC	1,959.61	0
184131	NATICK_ARCH SIGNS AND DECALS/PARKING SIGNS_3.0_MA	2/20/2018 18:06	BANNER SIGNS AND DECALS	632	0
184126	NATICK_MENU BOARDS_3.0_MA	2/20/2018 17:51	SIGNLANGUAGEXL	331.82	0
184125	NATICK_SAFES_3.0_MA	2/20/2018 17:51	ANIXTER INC	0	0
184124	NATICK_UPS/BDP_3.0_MA	2/20/2018 17:50	CHALLENGE TECHNOLOGY INC	3,548.00	3,548.00
184123	NATICK_CCTV_3.0_MA	2/20/2018 17:49	ENVYSION INC	2,005.00	0
184122	NATICK_VIRO GUARD_3.0_MA	2/20/2018 17:48	ENVIROMATIC CORP OF AMERICA	1,575.00	1,575.00
184121	NATICK_SODA SYSTEMS_3.0_MA	2/20/2018 17:47	COCA COLA USA	3,910.85	0
184120	NATICK_TEST & BALANCE_3.0_MA	2/20/2018 17:47	NATIONAL TAB LLC	1,850.00	0
184118	NATICK_LAUNCHPORT_3.0_MA	2/20/2018 17:46	DANA INNOVATIONS	110	0
184117	NATICK_UTILITY COORDINATION_3.0_MA	2/20/2018 17:45	HD CONSULTING SERVICES GROUP INC	1,600.00	1,600.00
184116	NATICK_KITCHEN EQUIPMENT STARTUP_3.0_MA	2/20/2018 17:45	GCS SERVICE INC	500	0
184115	NATICK_WALK IN COOLER / ICE MACHINE INSTALLATION_3.0_MA	2/20/2018 17:44	NOR LAKE INC	4,054.00	0
184114	NATICK_BOTTLE RACK_3.0_MA	2/20/2018 17:43	RTC INDUSTRIES	147	0
184113	NATICK_ENTRANCE WALK OFF MAT_3.0_MA	2/20/2018 17:43	IMPACT SPECIALTIES	736.12	0
184112	NATICK_SOUND SYSTEM_3.0_MA	2/20/2018 17:42	ONEBUTTON	1,940.00	0
184111	NATICK_SOUND SYSTEM_3.0_MA	2/20/2018 17:41	MOOD MEDIA	1,259.20	0
184110	NATICK_TRASH CANS_3.0_MA	2/20/2018 17:40	TUNDRA RESTAURANT SUPPLY, LLC	398.82	0
184101	NATICK_TORTILLA PRESS_3.0_MA	2/20/2018 16:50	CALIENTE INDUSTRIES LLC	3,486.00	0
183920	NATICK_LIGHTING PACKAGE_MA	2/19/2018 12:36	REGENCY LIGHTING	11,073.07	9,217.93
183605	NATICK_LARGEWARES_3	2/14/2018 18:02	TRIMARK FOODCRAFT LLC	84,067.00	0
183590	NATICK_SECURITY SYSTEM	2/14/2018 17:29	JOHNSON CONTROLS FIRE PROTECTION LP	3,660.00	0

Number	Description	Order Date	Supplier	Amount	Matched Amount
183331	NATICK_RESTROOM ACCESSORIES	2/13/2018 13:16	FIELD TECHNOLOGIES INC	2,013.41	0
183216	NATICK_HVAC	2/12/2018 12:41	YORK INTL CORP	10,340.00	10,340.00
182947	NATICK_WALK IN COOLER	2/8/2018 15:26	NOR LAKE INC	7,781.00	7,781.00
182946	NATICK_PATIO RAILING	2/8/2018 15:19	ATLAS METAL WORKS	5,870.00	0
TOTAL				\$261,086.80	

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”), is entered into as of April 11, 2017, (“Effective Date”) between **9-27 Natick, LLC**, a Massachusetts limited liability company (“Landlord”) and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company (“Tenant”).

ARTICLE 1 BASIC TERMS

1.1 In all instances, the basic terms set forth in this Section 1.1 are subject to the main body of the Lease.

Estimated Initial Monthly Payment:	Base Rent	\$9,587.50 [\$50.00/square foot/year]
	Estimated Taxes (<u>ARTICLE 12</u>)	\$302.97 [\$1.58/square foot/year]
	Estimated Insurance (<u>ARTICLE 13</u>)	\$28.76 [\$0.15/square foot/year]
	Estimated Common Area Charges (<u>ARTICLE 10</u>)	\$575.25 [\$3.00/square foot/year]
	Total	\$10,494.48 [\$54.73/square foot/year]

Base Rent:	Lease Year	Per Square Foot	Per Month
	1-5	\$50.00	\$9,587.50
	6-10	\$55.00	\$10,546.25
First Extended Term	11-15	\$60.50	\$11,600.88
Second Extended Term	16-20	\$66.55	\$12,760.96

Landlord's Broker:	The Dartmouth Company
Tenant's Broker:	Venture Retail Partners
Landlord's Notice Address:	9-27 Natick LLC c/o Crosspoint Associates, Inc. 300 Third Avenue, Suite 2 Waltham, Massachusetts 02451

with a copy to:

Fellman Kapilian Law, P.C.
54 Jaconnet Street, Suite 300
Newton, Massachusetts 02461
Attention: Ronald Fellman, Esq.

Rent Payment Address: 9-27 Natick LLC
c/o Crosspoint Associates, Inc.
300 Third Avenue, Suite 2
Waltham, Massachusetts 02451

Tenant's Mailing Address: Chipotle Mexican Grill of Colorado, LLC
1401 Wynkoop Street, Suite 500
Denver, CO 80202
Attn: Lease Administration, Store No. 20-2987
(303) 605-1013
cschnell@chipotle.com

with a copy to:

Messner Reeves LLP
1430 Wynkoop Street, Suite 300
Denver, Colorado 80202
Attn: Ellen Seo
(303) 405-4187
esco@messner.com

Possession Date: Defined in Section 7.1.

Premises: 2,301 square feet approximately as shown on **Exhibit B**

Premises Address: 219 North Main Street, Natick, Massachusetts

Center: The property located at the intersection of Worcester Street (Route 9) and North Main Street (Route 27) in Natick, Massachusetts, as more particularly described in Section 2.1.

Rent Commencement Date: The Rent Commencement Date shall be the date which is the earlier of: (a) one hundred twenty (120) days after the Possession Date, or (b) the date upon which Tenant opens for business to the public at the Premises.

Tenant's Proportionate Share: Three and 24/100 percent (3.24%) subject to Section 10.10 below and based on the Center containing 70,632 square feet of rentable space. Notwithstanding the foregoing to the contrary, at

Landlord's election, certain charges relating to the Building (which may include, without limitation, Building maintenance and casualty insurance for the Building) may be charged solely to the tenants of the Building (including Tenant) in which event (a) Tenant's Proportionate Share for such specified Building related costs shall be based on a fraction, the numerator of which is the area of the Premises and the denominator of which is the area of the Building; and (b) Tenant shall not be responsible for corresponding costs that relate solely to any other building in the Center.

Term: Primary Term: Ten (10) Lease Years, commencing on the Rent Commencement Date.

First Extended Term: Five (5) Lease Years

Second Extended Term: Five (5) Lease Years

Permitted Use: A "Chipotle" restaurant serving specialty burritos and tacos, and other items generally served in a "Chipotle" restaurant including, at Tenant's option, alcoholic beverages, and, subject to Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned, for any other lawful restaurant purpose, which does not conflict with any then in effect exclusive use granted to any other tenant at the Center or with the primary use of any other tenant at the Center or with applicable use restrictions. The current exclusives and use restrictions are set forth in **Exhibit K**.

Exclusive Use: Primarily for the sale of burritos, Mexican wraps, fajitas or tacos, as more particularly described in Section 5.5.

Guarantor: Chipotle Mexican Grill, Inc.

ARTICLE 2 LEASE OF PREMISES

2.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases, hires and takes from Landlord the Premises, consisting of a portion of the building (the "**Building**") located in the County of Middlesex, Commonwealth of Massachusetts, in the Center and situated on the real property owned or controlled by Landlord, which real property is legally described on **Exhibit A-1** attached hereto and incorporated herein by reference and outlined on **Exhibit A**. Landlord represents that the legal description attached as **Exhibit A-1** substantially describes the Center as outlined on **Exhibit A**. The site plan for the Center is shown on **Exhibit A** attached hereto. The anticipated dimensions of the Premises are shown on **Exhibit B** attached hereto, and Landlord shall confirm the accuracy of the dimensions of the Premises as shown on such **Exhibit B**. Landlord and Tenant each shall have the right to have the Premises remeasured on or prior to the Possession

Date. If such remeasurement accurately discloses that the size of the Premises is greater or less than the amount stated herein, the Base Rent, Tenant's Proportionate Share and the Tenant Improvement Allowance shall be recalculated accordingly; provided, however, that in no event shall the Premises be deemed to contain more than 102% of the square footage described in Section 1.1, and in the event that the Premises are determined to contain 98% or less of the approximate square footage described in Section 1.1, Tenant shall have the right to terminate this Lease. Additionally, in the event the dimensions of the Premises differ materially from the dimensions shown on **Exhibit B** (such that the area of the Premises is more than 2% more or less than the area shown on **Exhibit B**) and Tenant re-designs its layout of the Premises due to such difference, Landlord agrees to reimburse Tenant for the reasonable costs associated with any such re-design within ten (10) days following Tenant's demand therefor. The square footage of the Premises shall be calculated from the exterior of outside walls and the center of common walls.

2.2 Superior Documents. Tenant acknowledges that this Lease is subject and subordinate to all matters of record as of the Effective Date including, without limitation, the Agreement between Paul D. Cayer, as Trustee of 881 Worcester St. Trust and William G. Finard, Trustee of FRLP Realty Trust, dated October 18, 1988, recorded in the Middlesex South District Registry of Deeds in Book 19435, Page 412, as modified by the First Amendment to Agreement, dated September 18, 2000, recorded in said Registry at Book 32226, Page 412, and the Agreement relating thereto recorded in said Registry at Book 65545, Page 537 (together with other instruments of record, the "**Superior Documents**"). In the event of a conflict between this Lease and the Superior Documents, the Superior Documents shall control.

2.3 Patio Area Provisions

2.3.1 In addition to the Premises, provided that and so long as Tenant is (a) open and operating its business in all of the Premises in accordance with all of the terms and conditions of this Lease, subject to casualty, condemnation, force majeure and alteration, and (b) has received all applicable governmental permits (if any) relating thereto, Landlord hereby grants to Tenant the license, during the Term of this Lease, to the exclusive use of that certain area directly in front of the Premises and marked as the "**Patio Area**" on **Exhibit A** hereto (the "**Patio Area**") to be used seasonally and weather-permitting (as Tenant shall reasonably determine), as an additional sit-down dining area of the Premises for serving items from Tenant's menu with up to the lesser of (i) the number of seats allowed by law and permits, or (ii) twelve (12) seats (which shall be in addition to the seats located inside the Premises, with the total number of interior and exterior seats not exceeding the lesser of the number of seats allowed by law and permits or up to sixty (60) seats. In all events Tenant shall maintain decorum and reduce commercially unreasonable noise levels from the operation of the Patio Area. All landscaping, tables, umbrellas, chairs and other fixtures, trade fixtures, equipment and personal property to be used in connection with Tenant's permitted business operations in the Patio Area shall be subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed; provided, however, Tenant shall be able to reasonably configure the layout of Tenant's personal property within the Patio Area in its sole discretion subject to applicable laws and regulations. If required by applicable code or determined to be necessary per Tenant's Approvals, Landlord shall enclose (or shall allow Tenant to enclose) the Patio Area, in all events at Landlord's sole cost and expense, and Tenant acknowledges that Landlord shall have the right to design the enclosure, bring either railing or other comparable barrier (which shall not include walls or a roof), which shall be subject to Tenant's approval, which

shall not be unreasonably withheld. Without limiting other applicable provisions thereto: (i) Tenant also shall be responsible, at Tenant's cost and expense, for furnishing, maintaining and replacing any and all tables, umbrellas, chairs and other fixtures, trade fixtures and equipment and personal property to be used in connection with Tenant's permitted business operations in the Patio Area, for stacking and otherwise securing the same whenever Tenant is not open for business and for the removal of the same from the Patio Area and storage thereof in a location designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (which location may be in a non-public area of the Premises or an off-site location) whenever the same are not in daily use, *i.e.*, the same shall be stored during those seasons where outdoor seating is not appropriate, and Landlord shall have no responsibility or liability therefor, or for any damage, vandalism, theft, or the like with respect thereof; (ii) Tenant's business operations in or about the Patio Area shall be conducted in compliance with all applicable laws and all governmental rules, regulations, permits and approvals relating thereto; (iii) Tenant and its employees shall abide by any and all reasonable Rules and Regulations (as defined in Section 38.24 hereof) promulgated by Landlord with respect to the foregoing or otherwise relative to Tenant's business operations in and about the Patio Area, including, without limitation, any such Rules and Regulations affecting crowd and noise levels, etc., but such Rules and Regulations shall not prohibit the right to use the Patio Area as set forth herein subject to compliance with the provisions of this Lease (including this Section) and all applicable Laws; (iv) notwithstanding the exterior location of the Patio Area, when the Patio Area is in use, all provisions of this Lease applicable to the Premises shall be applicable to the Patio Area and the Patio Area shall for all purposes hereunder be included and considered to be a portion of the Premises; and (v) Tenant shall not be obligated to pay Base Rent or Rent for Taxes or Common Area Charges based on the area of the Patio Area.

2.3.2 Notwithstanding anything to the contrary contained in this Lease, in the event that Tenant or its operations in the Patio Area fail to comply with Landlord's reasonable Rules and Regulations in Landlord's good faith judgment, or otherwise so fail to comply with the foregoing and all applicable provisions of this Lease, and such failure continues after written notice (which may be written, oral or email, but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day) for ten (10) days or such shorter period as Landlord may reasonably require if any other tenants in the Center have notified Landlord of the existence of a problem, provided, however, that Tenant is able to reasonably address such issues within such shorter time frame (assuming Tenant diligently and continuously pursues the necessary action), then, in any such event, and without limiting Landlord's other rights and remedies on account of the continuation thereof and the resulting default of Tenant hereunder, Landlord shall have the right to take such steps as Landlord determines to be necessary to remedy such failure, including, without limitation, the right, exercisable by giving written notice (which may be written, oral or email, but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day) thereof to Tenant, immediately to terminate all of Tenant's rights hereunder to use and occupy the Patio Area, whereupon the Patio Area shall be removed from and cease for all purposes to be part of the Premises and Tenant promptly shall surrender and deliver up possession of the Patio Area to Landlord in accordance with the provisions of this Lease applicable to the delivery thereof upon the expiration of the Term hereof with respect to the Patio Area portion of the Premises; and Tenant

will promptly pay to Landlord on demand all actual, reasonable costs and expenses incurred by Landlord in remedying any such failure which shall be due and payable on demand as additional Rent hereunder; provided, however, that if Tenant promptly has commenced to cure and is diligently pursuing same to completion, Landlord shall not have the ability to exercise its rights under this Section 2.3.2 during such period. In the event of any such termination of Tenant's rights to use the Patio Area and removal of such area from the Premises in accordance with the foregoing shall not affect this Lease insofar as it relates to the remainder of the Premises; and, without limitation, as no Base Rent or other charges attributable to the Patio Area or Tenant's use thereof are imposed thereof by the provisions of this Lease, any such termination of Tenant's rights to use the Patio Area and the removal thereof from the Premises shall not reduce or otherwise affect the Base Rent or other charges and obligations of Tenant pursuant to the provisions of this Lease.

2.4 Liquor License and Sale of Liquor

2.4.1 Liquor License. Tenant shall be permitted to sell beer, wine, liquor and other alcoholic beverages for on-premises consumption in the Premises, provided that Tenant obtains from the appropriate governmental authorities and officials a liquor license (the "**Liquor License**") permitting Tenant to serve all or any of beer, wine, liquor and other alcoholic beverages for on-premises consumption in the Premises, subject to and in accordance with all applicable provisions of law and this Lease. Tenant shall not sell beer, wine, liquor and other alcoholic beverages for on-premises consumption in the Premises unless the Liquor License is in full force and effect and good standing. Tenant's inability to obtain the Liquor License shall not in any way lessen Tenant's obligations under the Lease, and Tenant shall not have the right to terminate the Lease due to Tenant's failure to obtain or thereafter to maintain the Liquor License.

2.4.2 Sale of Liquor. Provided that Tenant (i) succeeds in obtaining the Liquor License as aforesaid, (ii) complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and (iii) complies with applicable provisions of this Lease, Landlord agrees that Tenant shall have the right to sell liquor and alcoholic beverages for consumption within the Premises, subject and in accordance with all applicable provisions of the Liquor License and this Lease.

2.4.3 Indemnity. Without limiting the generality of any other provision of this Lease, Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the Possession Date until the end of the Term (or Tenant's end of possession of the Premises, whichever is later), whether such accident, injury or damages occurs within the Premises, within the Center but outside the Premises, or outside the Center. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities (including, without limitation, reasonable legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification of Landlord by Tenant, Landlord

would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises, and Tenant covenants that Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless Landlord from all such matters and items mentioned in this indemnity.

2.4.4. Intentionally Omitted.

2.4.5 Suspension, Denial or Revocation. If at any time after Tenant obtains the Liquor License, the Liquor License is suspended, denied or revoked for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, Tenant promptly shall (i) deliver to Landlord written notice of such suspension, denial or revocation, and (ii) either commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License, or notify Landlord that Tenant will not seek to reinstate the Liquor License at this time. At the time that Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such non-compliance from any governmental licensing board, agency, commission of like authority with respect to the Liquor License, Tenant promptly shall deliver a copy of such filing, notice or other communication to Landlord.

2.4.6 Security Measures. Tenant covenants and agrees to use commercially reasonable efforts to maintain order and decorum in and around all portions of the Premises, and if Tenant in its sole discretion determines that auxiliary personnel shall be required to maintain such order and decorum, the same shall be provided by and at the expense of Tenant. Tenant shall use all reasonable efforts to avoid any conduct of any kind in the Premises considered to be unreasonably improper or offensive which, if related to the sale of alcohol, shall include conduct whether in the immediate vicinity of the Premises, Tenant acknowledging that the same would be extremely deleterious to the continued well-being and functioning of the Center; and Tenant agrees promptly to take any commercially reasonable steps in order to ensure compliance with the foregoing provisions and to use commercially reasonable efforts to ensure that liquor and alcoholic beverages served in or from the Premises are not consumed outside such areas within the Premises as are permitted by the Liquor License and under applicable provisions of Law and this Lease. In no event will the Premises be used, in whole or in part, as a discotheque, tavern, so-called "singles bar", or the like. In the event that Landlord determines in Landlord's good faith judgment that Tenant has failed to comply in any material respect with the foregoing provisions, within three (3) business days or such lesser period as may be reasonable in a situations reasonably requiring quicker action (such as, but not limited to, where there is an issue of safety or a complaint by a third party that Landlord believes to have been made in good faith), following written notification(which may be written, oral or email, but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day) of such failure to the manager or other supervising employee on duty in the Premises at the time, Landlord shall have the right, in addition to all other rights and remedies hereunder, at law or in equity, to take such steps as Landlord determines reasonably necessary to remedy such failure, including, without limitation, the right exercisable by giving written notice to Tenant to such effect, to suspend or terminate Tenant's right to sell liquor and other alcoholic beverages in or from the Premises; and Tenant will promptly pay to Landlord all

actual, reasonable costs and expenses thus incurred, which shall be due and payable on demand as additional rent hereunder.

2.4.7 Notwithstanding the foregoing or any provision of this Lease to the contrary, Tenant's ability to sell beer, wine, liquor or other alcoholic beverages shall not be a condition of this Lease. For the avoidance of doubt, if Tenant is unable to obtain all required permits and approvals to be able to sell such items or, after having obtained such permits, Tenant's right is suspended or lost as provided as a result of the suspension or revocation of such permits or approvals, or pursuant to the foregoing provisions, Tenant's obligations pursuant to this Lease shall remain in full force and effect, and Tenant shall have no rights or remedies under this Lease as a result thereof.

ARTICLE 3 TERM

3.1 Tenant shall lease the Premises for the Primary Term and, if Tenant exercises one or more Extension Options, for one or more Extended Terms.

3.2 Tenant shall have two (2) options (collectively, the "Extension Options," and each, an "**Extension Option**") to extend the Term of this Lease for the Extended Terms. The exercise of an Extension Option shall operate to extend this Lease upon the same terms and conditions except for the amount of Base Rent, which shall be increased as set forth in Section 1.1. Tenant may exercise an Extension Option by sending notice thereof to Landlord on or before the date that is three hundred sixty-five (365) days before the Expiration Date of the Primary Term or the then current Extended Term, as applicable, time being of the essence. Notwithstanding the foregoing, Tenant's right to any Extended Term will not lapse because of Tenant's failure to exercise any option to extend unless Landlord first will have given Tenant notice that Tenant has failed to exercise such option to extend, and Tenant does not exercise such option to extend within thirty (30) days following Tenant's receipt of Landlord's notice. At Landlord's option, Tenant's exercise of each Extension Option shall be effective only if, at the time of the notice and upon the effective date of the Extension Period, there is no Tenant Default, subject to any applicable notice and cure periods. The Primary Term and any Extended Terms are sometimes collectively referred to herein as the "**Term**".

3.3 When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the Expiration Date for the Primary Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as **Exhibit E**.

3.4 "**Expiration Date**" shall mean 11:59 p.m. on the date that is the last day of the tenth (10th) Lease Year for the Primary Term; the date that is five (5) years after the Expiration Date of the Primary Term for the first Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the first Extended Term for the second Extended Term, if applicable.

3.5 "**Lease Year**" shall mean a twelve (12) month period. Each Lease Year shall commence on the Rent Commencement Date or the anniversary thereof and end twelve (12) months later; provided, however, that if the Rent Commencement Date is a day other than the first

day of a calendar month, then (a) the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month and the following twelve (12) calendar months; and (b) each subsequent Lease Year shall commence on the first day of the month following the month in which the Rent Commencement Date occurred.

ARTICLE 4 BASE RENT

4.1 Tenant agrees, except as otherwise provided in this Lease, to pay monthly Base Rent, in advance, on or before the first (1st) day of each calendar month during the Term of this Lease. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first month's Base Rent shall be prorated on the basis of a thirty (30) day month, and shall be payable with the first full monthly Base Rent due hereunder. All payments of Rent from Tenant to Landlord shall be made either (a) by check at the address of Landlord specified in Section 1.1 above, or as from time to time designated in writing to Tenant; or (b) via electronic fund transfer of so-called ACH, provided that Landlord shall have the right to require that payments be made pursuant to clause (b). Landlord agrees to complete, execute and provide Tenant with any document requested by Tenant in connection with establishing electronic payments from Tenant to Landlord. For the purposes of this Lease, Base Rent and Tenant's Proportionate Share of Common Area Charges and Taxes shall collectively be referred to herein as "**Rent**".

ARTICLE 5 USE OF PREMISES

5.1 The Premises may be used and occupied by Tenant only for the Permitted Use and, in doing so, while operating as a "Chipotle", Tenant will conduct its business from the Premises in accordance with its other "Chipotle" restaurants in the Massachusetts area, all as provided herein and, if operated by other than a Chipotle, then in accordance with first class standards provided the foregoing shall not be deemed to grant Tenant the right to operate other than as a Chipotle except as may be otherwise permitted under this Lease.

5.2 Neither Landlord nor Tenant shall do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; (c) which will cause cancellation of any insurance on the Center; or (d) which will increase the rate of any insurance on the Center beyond the rate that is customary for similar shopping centers in the area in which the Center is located, unless, with respect to the terms of this clause (d), Tenant or Landlord, as the case may be, specifically agrees to pay any such increase on insurance. In addition, Tenant shall not act or use the Premises (including the Patio Area) in any manner (i) which prevents Landlord from obtaining, or makes void or voidable, any insurance, or creates extra premiums for or increases the rate of, Landlord's insurance, and if Tenant causes extra premiums or increased rates, Tenant will pay the additional cost to Landlord upon demand; provided, however, Landlord acknowledges and agrees that Tenant's Permitted Use (but no acknowledgment or agreement is made with respect to Tenant's manner of use) shall not as of the Effective Date increase the rates or premiums of Landlord's insurance, or (ii) which prevents Landlord from obtaining, or causes the revocation of, any license, permit, authority, or other document necessary for Landlord to operate the Center, and if as a direct or indirect result of Tenant's business an addition to or change

in the Center facilities is required by Law, Tenant shall pay for the addition or change provided that such addition or change is not solely a result of Tenant's use of the Premises for the Permitted Use.

5.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon. Tenant, during its hours of operation and subject to applicable laws, shall be allowed to play music within the Premises and on the Patio Area, provided the level of such music is played at commercially reasonable volumes in accordance with any applicable laws and does not unreasonably disturb the normal sensibilities or peaceful occupancy of other tenants and their customers as reasonably determined by Landlord. Tenant shall use all commercially reasonable efforts that may be necessary (a) to minimize odors from being discerned outside the Premises other than odors which are from food then being consumed in the Patio Area, but no food shall be prepared in the Patio Area (the "**Permitted Odors**"); and (b) to minimize odors, vibrations and noises in the Premises and emitted therefrom or from Tenant's HVAC and kitchen exhaust systems (with the location of the exhaust vents and the direction of such exhaust vents being only as approved by Landlord as part of Tenant's Plans and Specifications, without liability of Landlord with respect thereto). Tenant acknowledges that such commercially reasonable efforts shall include, without limitation, the installation and maintenance, in good working order and condition, of systems to maintain appropriate levels of negative pressure in the Premises, and the ventilation systems and components shown on Tenant's Plans and Specifications. Tenant hereby states that, to the best of Tenant's knowledge and based on prior experience in similar settings, such systems should be adequate to satisfy Tenant's obligations under this paragraph.

Tenant further agrees that Tenant will, promptly upon receipt of written notice from Landlord, take commercially reasonable steps to prevent the presence of rodents and similar pests caused from its use of the Premises provided that if Tenant has a separate dumpster area for Tenant's exclusive use, then Tenant shall be responsible for both the prevention of rodents and similar pests in such area, and for the cleaning of the area (and together with the obligations set forth above, these obligations are the "**Noxious Use Obligations**").

Tenant shall respond, so as to comply with the standards set forth above, to "good faith" complaints which shall mean complaints regarding odors, vibrations or noises resulting from Tenant's operations and affecting the areas adjacent to the Premises in more than a de minimus manner, which complaints are both (i) based on concerns about Tenant's non-compliance with the Noxious Use Obligations and (ii) are not intended solely to require or to result in the removal of Tenant from the Center. For purposes of this Lease, "**commercially reasonable efforts**" shall be determined taking into account all of the relevant factors including, without limitation, the impact of the violation of Tenant's Noxious Use Obligations. Notwithstanding anything contained herein to the contrary, Landlord understands that some odors and smoke are associated with the operation of a "Chipotle" restaurant and that the presence of such odors and smoke shall not constitute a breach of this Lease or a violation of any rules or regulations of Landlord and shall not be deemed noxious or offensive. For avoidance of doubt, the odors permitted pursuant to the foregoing sentence shall not include foul or unappetizing smells such as arise from excessive accumulations of trash, sewer gas, uncleaned grease traps, restrooms, rotten or burned food, or the like but expressly including normal and customary cooking odors arising from the ordinary course of the Permitted Use.

5.4 Tenant shall, in no event, be responsible to make any structural repairs, improvements or alterations to the Premises or the Building. However, if structural repairs, improvements or alterations are required by law due to Tenant's specific use and occupancy of the Premises, or due to the acts of Tenant, its employees, agents, contractors or, while in the Premises (including the Patio Area), customers or invitees, Landlord shall make such repairs, improvements or alterations and may bill Tenant for the reasonable costs thereof. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be obligated to perform, pay for, or reimburse Landlord for any repairs, replacements or alterations mandated or required by any governmental authority unless caused by Tenant's operations on or improvements to the Premises.

5.5 For the Term of this Lease, provided (a) Tenant is continuously operating in the entire Premises for the Permitted Use (subject to permitted interruptions as set forth in Section 34.1, below), and (b) there is not then a Tenant Default beyond any applicable notice and cure periods, Tenant shall have the exclusive right to sell burritos, fajitas and tacos at the Center (the "**Exclusive Use**") and neither Landlord nor its affiliates or successors or assigns shall permit or suffer any other tenant in the Center to engage in the Exclusive Use other than a full service sit-down restaurant in a premises of at least 6,000 square feet. Landlord agrees to enforce Tenant's rights under this Section against other tenants in the Center using all reasonable legal means. Landlord covenants that leases in the Center dated later in time to the Effective Date shall require those tenants to honor Tenant's rights hereunder. Landlord understands that its breach of this provision will cause Tenant irreparable harm for which Tenant has no adequate legal remedy, and that in the event of such breach that continues for sixty (60) consecutive days after Tenant has delivered notice of the breach to Landlord, Tenant shall be entitled to immediately abate fifty percent (50%) of its Base Rent, and shall be entitled to injunctive relief as well as all other remedies available at law or equity. If the breach of this provision is not cured within two hundred seventy (270) days from the date of such breach, then Tenant shall have the right to terminate this Lease by providing Landlord written notice of same within thirty (30) days after the end of the two hundred seventy (270) day period and recover from Landlord the costs of Tenant's leasehold improvements to the Premises as of the date of such breach, decreased by amortization, based on the straight line method of amortization, over a period equal to the length of the Term of the Lease (including any Extension Options which were executed prior to and without knowledge of the breach), but not to exceed twenty (20) years. If Tenant does not provide Landlord written notice that Tenant is terminating the Lease within the time frame set forth above, Tenant shall return to paying full Rent after three hundred sixty-five (365) days from the date of the breach.

5.6 Notwithstanding anything to the contrary contained herein, Tenant shall have no remedy against Landlord including, without limitation, the right to reduce the Rent, except as expressly provided below if an occupant or tenant within the Center violates a provision of its lease, which either does not permit or specifically prohibits the use that violates this section (a "**Rogue Tenant**"). Within thirty (30) days after Landlord's receipt of written notice of such Rogue Tenant violation, Landlord shall send such Rogue Tenant notice to cease and desist such conflicting use, and if said Rogue Tenant does not cease and desist within thirty (30) days from receipt of Landlord's demand, Landlord shall commence an action (or arbitration, if required by such lease or license agreement) against such other tenant or occupant, and thereafter shall use good faith efforts to enforce its rights under such lease or license agreement and to obtain Judicial Relief. For purposes hereof, "**Judicial Relief**" shall mean a temporary restraining order, preliminary injunction, order of eviction, other court order, or order resulting from an arbitration proceeding enjoining the lease

violation. Tenant shall not pursue any legal action against Landlord with respect to a Rogue Tenant's violation of Tenant's Exclusive Use rights described herein so long as Landlord is complying with the foregoing requirements; provided, however, if Landlord is not complying with the foregoing requirements, then Tenant may pursue legal action against Landlord, including recovery of Tenant's damages.

ARTICLE 6 CONTINGENCIES

6.1 In the event that Tenant has not received, prior to the date which is ninety (90) days after the date Tenant's Plans and Specifications have been approved by Landlord in accordance with Section 19.1 ("**Approval Period**"), any and all necessary and required local, state, federal and private permits, licenses, variances, consents and approvals (collectively "**Approvals**") which give Tenant the ability to construct Tenant's initial improvements to the Premises and do business as a "**Chipotle**" restaurant including, without limitation, building permits, and for use of the Patio Area, and Approvals relating to Tenant's signage (subject to the limitation set forth below), then Tenant shall have the right to terminate this Lease by notifying Landlord in writing of its election to so terminate and if Tenant fails to terminate within ten (10) days following the end of such 90-day period, then Tenant shall be deemed to have irrevocably waived such termination right. For the avoidance of doubt, Tenant shall have the right to terminate this Lease based on Tenant's inability to obtain the necessary permits and approvals for Tenant's signage only if (a) Tenant's signage is as permitted by the applicable governmental authorities, without variance, and (b) Tenant signage complies with the Approvals for Tenant's signage that have been obtained prior hereto and are depicted on **Exhibit C**. Tenant's notice to terminate shall set forth the status of each Approval including, without limitation, those Approvals that Tenant has not yet obtained and the actions that Tenant has taken to obtain the Approvals, and Landlord, at Landlord's election, then shall have an additional ninety (90) days from the date of Landlord's receipt of such Tenant notice to obtain the remaining Approvals on Tenant's behalf and, if Landlord is successful, at Tenant's expense. Upon such termination, both parties shall be released from any further obligations hereunder, except that Landlord shall promptly refund any amount paid to it by Tenant hereunder. Landlord, without cost to Landlord, shall assist Tenant in obtaining all necessary Approvals. Tenant shall diligently pursue all necessary Approvals and, if Tenant chooses, the Liquor License. In addition to the foregoing, Tenant may seek a liquor license to allow Tenant to sell beer, wine, liquor and other alcoholic beverages at the Premises, but the ability of Tenant to obtain or maintain same shall not be a condition of this Lease or Tenant's obligations hereunder (and for the avoidance of doubt, such liquor license shall not be deemed an Approval).

6.2 Landlord and Tenant hereby acknowledge that Landlord has not completed its final permitted construction drawings or final site plan for Premises. Landlord hereby agrees to provide Tenant with a full and complete set of final, permitted construction drawings (including, without limitation, a floor plan, mechanical, electrical, and plumbing plan, civil plan, structural plan, architectural plan, exterior elevations and building and wall sections) and a final site plan for the Premises and the building in which the Premises is located and standard signage specifications for the Center in electronic and paper format (collectively, "**Landlord's Plans**") on or before May 1, 2017. Tenant shall have thirty (30) days from receipt of Landlord's Plans to object to Landlord's Plans. Any such objection shall set forth the specific reasons that Landlord's Plans were not approved and the changes that would be required to obtain such approval. In the event that Tenant objects to

Landlord's Plans within such thirty (30) day period, then Landlord shall have the right to modify Landlord's Plans and to submit the revised Landlord's Plans to Tenant for review and approval or comment within ten (10) business days (provided that Tenant shall not be entitled to reject portions of Landlord's Plans that were not objected to in the prior set(s) of Landlord's Plans). Thereupon the foregoing process shall continue (with Tenant's review and comment period being reduced to seven (7) business days) until either Landlord or Tenant determine that Landlord's Plans will not be acceptable to either Landlord or Tenant, and thereupon, either Landlord or Tenant may terminate this Lease by notifying the other party in writing of its election to so terminate prior to expiration of said thirty (30) day period. Upon such termination, both parties shall be released from any further obligations hereunder, except that Landlord shall promptly refund any amount paid to it by Tenant hereunder. Notwithstanding the foregoing or any provision to the contrary, Landlord and Tenant shall cooperate in good faith to reach approved Landlord Plans.

6.3 This Lease is subject to Landlord entering into an amendment with Staples relating to the Staples lease that imposes certain use limitations on the Center (the "**Staples Amendment**"). In the event that Landlord and Staples have not executed the Staples Amendment that will permit Tenant to operate for Tenant's Permitted Use on or before July 1, 2017 (the "**Staples Amendment Deadline**"), then Tenant shall have the ongoing right to terminate this Lease, provided such right is exercised, if at all, by written notice received by Landlord prior to the date on which Landlord notifies Tenant that the Staples Amendment has been fully executed. In the event that Tenant elects to terminate this Lease, Landlord shall reimburse Tenant for all of Tenant's reasonable expenses incurred in connection with this Lease, including, without limitation, design, site selection and lease negotiation costs and expenses, in an amount not to exceed Five Thousand Dollars (\$5,000.00).

ARTICLE 7 DELIVERY OF THE PREMISES

7.1 The "**Possession Date**", as used herein, shall be deemed the later of: (a) the date upon which Tenant obtains the necessary building and use permits to construct Tenant's initial improvements to the Premises, and conduct business as a "Chipotle" restaurant; or (b) the date that Landlord delivers exclusive possession of the Premises, and all keys thereto, in a broom-clean condition to Tenant; and that Landlord shall have Substantially Completed (as defined in Section 7.3 hereof) all of its work and obligations set forth in Section 7.2 hereof and received a Certificate of Occupancy related to Landlord's Work and Landlord's improvements in the Common Areas that are necessary for Tenant to open for business from the Premises, and sufficient to allow Tenant to commence Tenant's work to the Premises, and if Landlord does not deliver an unconditional Certificate of Occupancy, then Landlord's obligation to do so shall continue after the Possession Date. Notwithstanding Landlord's failure to obtain such Certificate of Occupancy, Tenant may elect to take possession of the Premises for the initiation by Tenant of its improvements, in which case the Possession Date shall be deemed to have occurred, and Landlord shall continue to perform Landlord's Work and Landlord's improvements to the Common Areas until such time as an unconditional Certificate of Occupancy has been issued (subject to delays caused by Tenant in completing Tenant's work). Unless Tenant elects to take possession of the Premises, in no event shall the Possession Date occur between September 1 and October 31 of any calendar year (the "**Blackout Period**"). In the event that Tenant accepts possession during the Blackout Period and commences construction of its improvements, the Possession Date shall be deemed to have occurred

on such date. Landlord hereby agrees to deliver possession of the Premises to Tenant free, clear and unencumbered of all tenancies and parties in possession.

7.2 Prior to the Possession Date, Landlord shall, at its sole cost and expense, in a prompt, good and workmanlike manner, all of which shall collectively be referred to as "**Landlord's Work**": (a) make all necessary repairs, replacements and do any necessary maintenance so that the Premises (to the extent of Landlord's Work) and the Common Areas of the Center in all respects are in compliance with all applicable codes, laws, regulations and ordinances including, but not limited to, the Americans with Disabilities Act (the "**ADA**") so that Tenant can immediately enter into possession of the Premises to install Tenant's initial improvements; (b) complete the work set forth on **Exhibit D** hereto to Tenant's reasonable satisfaction; and (c) construct and complete the improvements which comprise the Center (to Tenant's reasonable satisfaction), including, but not limited to, the Building shell, any outdoor seating or patio area, the paving of the parking areas, drives and walks and the landscaping for the Center. Landlord shall provide Tenant with written notice of the date upon which Landlord's Work will be completed at least sixty (60) days prior to such date ("**Notice of Possession**"). In any event, the Possession Date shall occur no earlier than November 1, 2017 or sixty (60) days after Tenant's receipt of Landlord's notice hereunder, whichever is later (unless Tenant requests in writing that the same be delivered earlier) ("**Tenant's Construction Start Date**"). If Landlord fails or anticipates that it will fail, for any reason whatsoever, to deliver the Premises to Tenant in accordance with the terms of this Lease within fourteen (14) days of the date set forth in the Notice of Possession, Landlord shall give Tenant an additional thirty (30) days written notice in advance of the new date in which Landlord's Work will be completed. When the Landlord considers Landlord's Work complete, it shall notify Tenant of same. Tenant and Landlord shall conduct a walk-through inspection prior to the Possession Date to identify any items requiring completion. If such walk-through discloses any item, which in Tenant's opinion is not in accordance with the requirements in this ARTICLE 7 and ARTICLE 8, Landlord shall correct such items before Landlord's Work shall be considered complete. Nothing set forth in this Section shall be construed, in any manner whatsoever, as an express or implied waiver on the part of Tenant to any rights, remedies, claims or damages Tenant has or may have at law or in equity or elsewhere herein.

7.3 Landlord acknowledges that Tenant intends to start construction of Tenant's improvements on Tenant's Construction Start Date, and that a delay in delivery of the Premises beyond such date will cause Tenant to suffer certain losses, including, by way of illustration and not of limitation, lost profits, construction start up and delay costs and wages and benefits for store personnel, the amount of which is impossible to quantify as of the Effective Date. Notwithstanding anything herein to the contrary, in the event that Landlord fails to complete Landlord's Work and tender possession of the Premises to Tenant on or before February 1, 2018, then Tenant shall receive one (1) day free Rent for each twenty-four-hour period beyond Tenant's Construction Start Date to the day the Premises are delivered to Tenant with Landlord's Work Substantially Complete. In the event the Landlord fails to Substantially Complete Landlord's Work and tender possession of the Premises to Tenant for any reason (with the exception of force majeure, so long as Landlord provides Tenant with written notice of such force majeure event on or prior to the date that Landlord delivers exclusive possession of the Premises to Tenant) on or before April 1, 2018, Tenant may, but shall not be obligated to, without liability or further obligation to Landlord: (i) terminate this Lease and receive a refund of any and all amounts previously paid by Tenant to Landlord; or (ii) continue to accrue additional free rent at the rate set forth above. If Tenant elects to terminate this Lease,

Landlord shall reimburse Tenant for all of Tenant's reasonable expenses incurred in connection with this Lease, including, without limitation, design, site selection and lease negotiation costs and expenses, not to exceed Twenty Thousand Dollars (\$20,000.00). "Substantially Completed" or "Substantially Complete" means that such work has been completed in accordance with (1) the provisions of this Lease applicable thereto, (2) the plans and specifications for such work, and (3) all applicable legal requirements, except for details of construction, decoration and mechanical adjustments, if any, the non-completion of which do not materially interfere with Tenant's use of the Premises or the commencement of Tenant's Work. Notwithstanding the foregoing or anything herein to the contrary, in the event that Tenant has failed to initially provide Tenant's Plans and Specifications to Landlord on or before June 15, 2017, subject to Tenant's receipt of Landlord's Plans on or before May 1, 2017, Tenant's Construction Start Date, and all other dates set forth in this Section 7.3, shall be extended on a day-for-day basis for each day that Tenant did not initially submit Tenant's Plans and Specifications to Landlord for its approval. In the event that Landlord is unable to deliver the Premises on or before April 1, 2018 due to Tenant's delay in initially providing Tenant's Plans and Specifications in accordance with Section 19.1, and any such inability to deliver the Premises is through no fault of Landlord, Landlord shall have the right to terminate this Lease.

7.4 Tenant shall have the right, from and after the Effective Date and upon forty-eight (48) hours prior notice to Landlord, to have access to the Premises for the purpose of inspecting and measuring the Premises and preparing drawings.

7.5 Landlord shall not have the right to relocate Tenant.

ARTICLE 8 CONDITION OF THE PREMISES

8.1 Landlord shall deliver the Premises to Tenant clean and free of debris on the Possession Date, and Landlord warrants to Tenant that the plumbing, roofing, electrical system including lighting, HVAC systems, and entry doors in the Premises shall be in good operating condition and repair and in compliance with all applicable codes, as of such date, and for a period of one (1) year thereafter. In the event that it is determined by Tenant that this warranty has been violated, then it shall be the obligation of Landlord, after receipt of written notice from Tenant within such one (1) year period setting forth with specificity the nature of the violation, to promptly rectify such violation, at Landlord's sole cost and expense. Landlord agrees to diligently enforce all of the warranties provided to Landlord by manufacturers of all the equipment on the Premises, including, without limitation, the HVAC systems and the roof.

8.2 Until the date that is one hundred twenty (120) days after the Rent Commencement Date, Tenant shall be entitled to deliver to Landlord a written list of items which Tenant may discover were not completed in accordance with ARTICLE 7, whether or not Tenant has previously delivered a list or lists of other deficiencies to be corrected by Landlord and until the first anniversary of the Rent Commencement Date, Tenant shall be entitled to deliver to Landlord notice of latent defects in Landlord's Work. Landlord shall commence correction of such deficiencies within thirty (30) days after Landlord's receipt of such list and shall complete the correction of such deficiencies within forty-five (45) days of Tenant's notice. In the event that Landlord fails to commence or complete correction of such deficiencies within the time period required for Landlord to do so, and such failure continues for five (5) business days after a second notice to Landlord making reference to Landlord's

failure to perform and to this Section of the Lease, Tenant may cause such deficiencies to be corrected at Landlord's expense and Landlord shall reimburse such expenses to Tenant upon demand. If Landlord does not reimburse Tenant for such expenses within thirty (30) days of written demand therefor, Tenant may offset the amount of said reimbursement against any payment due Landlord from Tenant.

8.3 Landlord represents and warrants to Tenant that as of the Possession Date, the Center, the Building and the Premises comply in all respects with applicable building codes, governmental ordinances and regulations, including, but not limited to, the ADA, and that parking for the Premises complies with all governmental requirements, that the zoning for the Premises is such that Tenant may utilize the Premises for restaurant purposes, that the Premises and this Lease do not violate any covenants or restrictions of record and that there are no agreements, exclusives, restrictions or prohibitions affecting the Premises or this Lease that limit, conflict or otherwise interfere with Tenant's use of the Premises or other rights under this Lease. If it is determined that this warranty has been breached, then it shall be Landlord's obligation to promptly rectify such violation, at Landlord's sole cost and expense. Notwithstanding the foregoing or any provision to the contrary, Landlord shall have no obligation with respect to Tenant's work to the Premises or the compliance thereof with governmental requirements.

ARTICLE 9 MAINTENANCE AND REPAIRS

9.1 During the Term of this Lease and any extensions thereof, Landlord, at its sole cost and expense except as otherwise provided herein, shall maintain in good order, condition and repair (including replacements and upgrades thereof), life safety systems (for which the cost may be included in Common Area Charges), the foundations, subflooring, footings, walls, all unexposed plumbing (to the extent not for the exclusive use of the Premises), all structural elements of the Premises, all exterior elements of the Premises (other than the storefront, doors, windows and signage, all of which shall be maintained in good order, condition and repair by Tenant (including replacements and upgrades thereof)), all mechanical equipment not serving the Premises exclusively, and the roof (including its waterproof membrane) of the Premises in a watertight condition (for which the cost of repairs may be included in Common Area Charges), and as necessary, or when required by governmental authority, shall make modifications or replacements thereof (for which the cost may be included in Common Area Charges). Landlord shall commence repair work within five (5) business days after notice of a condition requiring repair, and shall prosecute it diligently to completion. If the condition requiring a Landlord repair constitutes an emergency or hazardous condition or if the condition creates material adverse interference with Tenant's business on the Premises, then Landlord shall commence such repair as soon as reasonably possible following telephonic notice from Tenant of such condition, with written notice from Tenant of such condition to follow. If Landlord fails to commence any repair required of it hereunder within the appropriate time period or if the condition does not permit time for notice to Landlord, and the condition has a material adverse effect on the operation of Tenant's business in the Premises, and such failure continues for five (5) business days after a second notice to Landlord making reference to Landlord's failure to perform and to this Section of the Lease, then Tenant may make such repair, charge Landlord with the reasonable costs thereof including interest at an annual rate equal to the lesser of ten percent (10%) or the maximum rate allowed by law (the "**Interest Rate**"), and, at Tenant's option, offset such costs against any payments of Base Rent owed or which become due to Landlord

until Tenant has been reimbursed, provided such offset shall not exceed fifty percent (50%) of any payment of Base Rent except to the extent necessary for Tenant to be fully reimbursed prior to the end of the Term.

9.2 Except as otherwise provided in this Lease, Tenant shall repair and maintain in good order, condition and repair (including replacements and upgrades thereof) as necessary all parts of the Premises not Landlord's responsibility in this Lease, as well as the storefront, doors, windows, and signage (except for ordinary wear and tear provided that such exception shall not permit the areas for which Tenant is responsible to be in less than good order, condition and repair, and with loss by fire or other casualty being governed by the applicable provisions of this Lease or damage caused by Landlord), including all HVAC equipment and mechanical equipment serving the Premises exclusively. Notwithstanding anything contained herein to the contrary, but subject to the terms of Section 13.4, Tenant shall not be responsible for any repair or improvement necessitated by the gross negligence or intentional misconduct of Landlord, its agents, employees or servants under this Lease. Landlord shall provide Tenant with access to the roof of the Building twenty-four (24) hours a day, seven (7) days a week, for Tenant to install, maintain, repair, replace and remove Tenant's equipment, subject to the terms of Section 19.2. In addition and notwithstanding any provision to the contrary, Tenant will use commercially reasonable efforts to keep the path to and the area immediately around the dumpster clean (only to the extent of trash and spillage generated by Tenant) and further agrees to empty any trash cans on its Patio Area diligently and regularly (which shall include at least when they are full so that trash does not spill over or blow into the Common Areas) and to keep the Patio Area and the sidewalk immediately in front of the Premises and, with respect to conditions resulting from Tenant's business including, without limitation, Tenant's customers, ten (10) feet on either side of the Patio Area, so long as same are sidewalks, free and reasonably clean and clear of papers and trash generated by Tenant's operations, and otherwise in a first class manner (which may include, without limitation and as necessary to satisfy such standard, washing down and, when reasonably necessary, power washing) and, with respect to conditions resulting from Tenant's business including, without limitation, Tenant's customers, ten (10) feet on either side of the Patio Area), Tenant shall keep same reasonably clean and free of dirt, debris, snow and ice, between the periodic snow and ice removal and treatment or other cleaning provided by Landlord as part of Common Area maintenance, and Tenant shall not use sidewalks adjacent to the Premises to display or sell merchandise, or otherwise obstruct the sidewalks, but the foregoing shall not apply to Tenant's use of the Patio Area that shall be subject to the terms of Section 2.2.

9.3 Landlord warrants and represents that Landlord shall not exercise Landlord's control of the Center in any way, or take any action, or allow any action to be taken, whether temporary or permanent, which shall materially adversely restrict access to, or visibility of, the Premises or Tenant's signs, materially impair or materially interfere in any way the operation of Tenant's business or reduce the number of parking spaces below the level required by applicable laws or the permits for the Center, or materially adversely change the location of the parking spaces, or in a material adverse manner change the ingress or egress including any driveways which are adjacent to or in the proximity of the Premises. Upon any breach of this warranty by Landlord, Tenant shall notify Landlord making specific reference to the nature of the breach and this Section, and if Landlord fails to commence the cure of the breach within ten (10) business days after receipt of such notice or thereafter fails to diligently proceed with the cure, and provided the breach has a material adverse effect on the operation of Tenant's business as then operated in the Premises, then Tenant

may, in Tenant's sole discretion, remedy said restriction of access or visibility, impaired or affected business operation or parking, or ingress or egress and deduct the reasonable cost thereof from Base Rent due Landlord from Tenant until said cost is are paid in full provided such offset shall not exceed fifty percent (50%) of any payment of Base Rent except to the extent necessary for Tenant to be fully reimbursed prior to the end of the Term.. Subject to Tenant obtaining the approvals for the Patio Area, Landlord acknowledges and agrees that, during the Term, Landlord shall not prohibit Tenant from having the number of seats shown on Tenant's Plans and Specifications, including any Patio Area seating, approved by Landlord, subject to the terms of Section 2.2 with respect to the use of and seating in the Patio Area. Landlord represents and warrants that during the Term, it will neither do, nor cause, anything to be done that would reduce the number of seats available to Tenant under this Lease or reduce the number of seats below what is required by law. Notwithstanding the foregoing, in no event shall Landlord be deemed to be in default of its foregoing obligations to the extent any requirement or change is required by applicable Laws provided that such requirement or change is not the result of Landlord's acts or negligence.

ARTICLE 10 COMMON AREAS; COMMON AREA CHARGES

10.1 The term "**Common Areas**" means the parking areas, roadways, pedestrian sidewalks, mall whether open or closed, delivery areas, trash removal areas, landscaped areas, security areas, public washrooms and all other areas or improvements that may be provided by Landlord from time to time for the common use of tenants in the Center and including for purposes of determining Common Area Costs, areas that otherwise would be Common Areas but may be for the exclusive use of other tenants (such as patio areas or reserved parking spaces).

10.2 Landlord shall have the obligation to take appropriate action, including the posting of signs in the Common Areas, to discourage non-customer use. Landlord shall keep all Common Areas in a neat, clean and orderly condition, properly surfaced, painted, landscaped and lighted (which lighting shall be specifically provided for any loading docks, parking lots, trash areas, and front and rear entrances of the Premises) in a manner that is safe and consistent with a first class shopping center in Natick, Massachusetts, with sufficient casualty and liability insurance and shall promptly repair any damage thereto. Notwithstanding the foregoing, Tenant, rather than Landlord, shall be responsible, at Tenant's expense, for maintaining the Patio Area in accordance with the terms of Section 2.2.

10.3 Beginning on the Rent Commencement Date, Tenant agrees to pay Tenant's Proportionate Share of the actual; reasonable out of pocket costs incurred by Landlord directly attributable to maintaining, insuring and repairing the Common Areas of the Center, costs of Landlord's insurance and related fees, costs that are permitted to be included in Common Area Charges pursuant to other provisions of this Lease including, without limitation, costs related to the Building (provided that with respect to costs that are related solely to the Building in which the Premises is located, Tenant's share of such costs may be based on the area of the Premises and the area of leasable space in the Building) and an administrative charge of five percent (5%) of Common Area Charges (the "**Common Area Charges**"). Landlord shall use commercially reasonable efforts to minimize Common Area Charges in a manner consistent with good business practices, and there shall be no duplication in charges to Tenant. All Common Area Charges shall

be based upon competitive charges for similar services and/or materials that are available in the general vicinity of the Center.

10.4 Common Area Charges shall not include, however: (a) leasing commissions and advertising expenses or any other costs incurred by Landlord in procuring new tenants; (b) costs disbursements and other expenses incurred in negotiations or disputes with tenants or prospective tenants; (c) renovating or improving space for tenants or other occupants; (d) depreciation and amortization of the Center; (e) interest, principal payments and financing costs incurred in connection with any debt associated with the Center; (f) repairs that are covered under warranties by either manufacturer of materials incorporated into any building located in the Center or developer of the Center (to the extent Landlord is able to enforce such warranties); (g) legal fees (other than those related to the operation of the Center); (h) expenses paid by any tenant directly to third parties or those which Landlord is otherwise actually reimbursed by any third party or by insurance proceeds; (i) parking facilities' expenses, if charge is made for parking; (j) costs of a capital nature dedicated to a single tenant, including, but not limited to, capital improvements, capital repairs, structural repairs, capital equipment, capital tools for such single tenant, as determined in accordance with generally accepted accounting principles and/or the equivalent costs and fees of leasing or renting same, provided, however that costs of a capital nature benefiting more than one tenant shall be considered part of Common Area Charges, and the total cost thereof shall be spread out over a period equal to the useful life of such capital expenditure, based on the straight line method of amortization, in accordance with generally accepted accounting principles; (k) advertising and promotional expenditures; (l) the costs of correcting any code violations that existed as of the Possession Date or the cost of any penalty for any code violation at any time (but the cost of addressing the code violation may be included); (m) any other expense that according to generally accepted accounting principles is not considered a normal maintenance or operating expense; (n) costs of replacing the roof of the Premises or any part of the Center provided the total cost thereof shall be spread out over a period equal to the useful life of such capital expenditure, based on the straight line method of amortization, in accordance with generally accepted accounting principles; (o) the costs of completely resurfacing or replacing the parking lot that serves the Premises provided the amortized cost of the foregoing may be included, which amortization shall be based on seven (7) years; (p) except for the administrative fee set forth above in Section 10.3, management, administrative, overhead, supervisory or other mark-up fees, however termed; (q) interest, fines or penalties payable due to the failure of the Landlord to pay taxes, utilities or other charges in a timely manner (provided that if Tenant has failed to timely pay Tenant's share thereof, then Tenant shall be responsible for such interest, fines or penalties); (r) expenses for the defense of the Landlord's title to the Center, or any part thereof; (s) any amounts expended by Landlord as environmental response costs for removal, enclosure, encapsulation, clean-up, remediation or other activities regarding Landlord's compliance with federal, state, municipal or local hazardous waste and environmental laws, regulations or ordinances if the environmental response was a result of the acts of Landlord, its agents, contractors or employees, in each case while acting within the scope of their employment or agency; (t) costs to correct original defects in the design, construction or equipment of or latent defects in the Center or any part thereof during the first one (1) year after the Possession Date; (u) interest, fines or penalties payable due to of Landlord's violation or failure to comply with any governmental regulations and rules or any court order, decree or judgment (but the cost of addressing the violation or to comply may be included to the extent such work would otherwise be included in Common Area Charges); (v) rental on ground leases or other underlying leases; or (w) any amounts recovered from insurers and/or other third parties.

10.5 Tenant shall pay its share of the Common Area Charges in equal monthly installments. The estimate of the Common Area Charges for the first full calendar year is set forth in Section 1.1, and Tenant shall, initially, pay its share on the basis of such estimate. On or before April 15 of each calendar year, Landlord shall forward to Tenant a detailed statement, certified to be complete and correct by Landlord, showing the Common Area Charges for the immediately preceding calendar year. If on the basis of such statement Tenant paid less than the actual amount of Common Area Charges for such calendar year, Tenant shall make a payment to Landlord of the underpayment within thirty (30) days following Tenant's receipt of such statement. If on the basis of such statement Tenant paid more than the actual amount of Common Area Charges for such calendar year, Landlord will credit the excess to the next succeeding monthly installment(s) of Rent, or, if such statement relates to the end of the Term, Landlord shall refund the excess to Tenant together with such statement. After the first calendar year, Tenant's estimated payments shall be based on the actual Common Area Charges for the previous calendar year, prorated if applicable.

10.6 Tenant, upon reasonable notice to Landlord, shall have the right to audit all of Landlord's bills and records relating to the Common Area Charges and Taxes, provided that: (i) Tenant notifies Landlord of Tenant's election to do so within one hundred eighty (180) days after Tenant's receipt of Landlord's annual statement of Common Area Charges that Tenant intends to audit and completes such audit within ninety (90) days thereafter (subject to extensions for delays created by Landlord); (ii) Tenant shall not have the right to audit any period more than one (1) time; and (iii) the auditor shall not be compensated on a contingency basis. All of the information obtained through said audit as well as any compromise, settlement, or adjustment reached between Landlord and Tenant relative to the results of the audit, if any, shall be held in strict confidence by Tenant, and Tenant's officers, agents and employees including, but not limited to, the Tenant's auditor, and shall not be revealed in any manner to any person unless required pursuant to any litigation between Landlord and Tenant materially related a dispute regarding the subject matter of such audit, or if otherwise required by law. The right of audit provided in this Section shall not be construed to allow the postponement or delay of any payment of Base Rent and all other rent and charges provided for herein. If Tenant's audit correctly reveals that Tenant's payments for the Common Area Charges or Taxes were excessive, Landlord shall credit such overpayment against Rent to be paid by Tenant hereunder, or, if such overpayment is discovered after the end of the Term, Landlord shall refund the excess to Tenant together with such statement. In addition, if Tenant's audit correctly reveals that Tenant's payments for the Common Area Charges or Taxes exceed the actual Common Area Charges or Taxes by more than five percent (5%), Landlord shall pay all of Tenant's reasonable costs and expenses relating to the audit.

10.7 Notwithstanding anything herein to the contrary, if Landlord fails to bill Tenant for any Common Area Charges, Taxes or insurance charges within eighteen (18) months of the date that such charges are incurred, then Tenant shall not be required to pay such Common Area Charges, Taxes or insurance charges (but Tenant's obligation to pay all other Common Area Charges, Taxes and insurance charges shall not be modified thereby).

10.8 Tenant shall also have the nonexclusive use of the Common Areas (subject to Landlord's right to grant exclusive or limited rights (comparable to the rights granted to Tenant in this Lease) in certain Common Areas to other tenants) and all rights, privileges, easements, appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and

streets reasonably required for ingress or egress to or from the Premises by Tenant, its agents, servants, employees, contractors, customers and invitees and all others related to Tenant's use and occupancy of the Premises.

10.9 Tenant, its agents, servants, employees, contractors, customers and invitees shall be permitted to park, at no cost to Tenant, in a non-exclusive area in the Common Areas designated for parking, which Landlord shall have the right to designate from time to time (including, without limitation, designated employee parking areas) and such area shall be well-lit and within reasonable proximity to the Premises.

10.10 "**Tenant's Proportionate Share**", as defined in Section 1.1, may be expressed as a fraction, the numerator of which is the gross leasable area of the Premises, and the denominator of which is the aggregate gross leasable area of the Center, whether occupied or not. The Center consists of two (2) buildings containing a total leasable area of approximately 70,632 square feet of leasable area. If the number of square feet of leasable area in the Center increases during the Term, then Tenant's Proportionate Share shall be adjusted accordingly. Notwithstanding anything herein to the contrary, in no event shall the leasable area of the Center used in the denominator for purposes of calculating Tenant's Proportionate Share be less than the leasable area of the Center stated above in this Section 10.10.

10.11 Tenant's Proportionate Share of Common Area Charges, Tenant's Proportionate Share of Insurance, and Tenant's Proportionate Share of Taxes for the first twelve (12) months following the Rent Commencement Date shall not collectively exceed \$4.73 per square foot of floor area in the Premises.

ARTICLE 11 UTILITIES

11.1 Landlord shall provide utility lines to the Premises in accordance with the provisions of **Exhibit D**. Landlord shall stub all utilities to the Premises in accordance with the provisions of **Exhibit D** and, as to location, in accordance with Tenant's Plans and Specifications. Landlord will provide, at Landlord's sole cost and expense, separate meters for all of Tenant's utilities. Tenant shall pay for all separately metered water, gas, heat, electricity, sewer charges, telephone, and any other utility or service charge related to its occupancy of the Premises. If Tenant is unable to use the Premises as a result of interruption in utilities that is caused by the acts or negligence of Landlord, its agents, contractors or employees, the Base Rent and all other charges payable hereunder shall abate equitably until the utilities are restored, and Landlord agrees that Landlord shall commence such repairs as soon as possible and diligently pursue such repairs to completion provided that Landlord shall have no obligation and Tenant shall have no remedy against Landlord or under this Lease with respect to any interruption that is not caused by Landlord. If Landlord fails or neglects to make such repairs that Landlord is required to make, Tenant shall have the right, but not the obligation, to make such repairs, and Tenant may offset the reasonable cost of such repairs against any charge to be paid by Tenant hereunder, including Base Rent. The reasonable cost of the repairs will be paid by Landlord or deducted from payments required under this Lease. During the Term, Landlord shall not prevent Tenant from having sufficient utilities and ventilation necessary to support its intended use of the Premises (provided any alterations by Tenant with respect thereto shall be governed by Section 19.2 of this Lease).

11.2 Landlord shall provide, for Tenant's non-exclusive use, a trash and waste enclosure in the area shown on **Exhibit A**. Such enclosure shall be sufficient in size to accommodate each of a dry, a wet and a grease dumpster or receptacle for the collection and disposal of the trash, garbage, recycling, food scraps and refuse which Tenant and other tenants produce as a result of conducting business at the Center. The dumpsters/receptacles shall be for Tenant's shared use and shall be as identified and set forth (along with the required size thereof) on **Exhibit D** attached hereto. The dumpsters/receptacles shall be sufficient in size for the disposal of Tenant's refuse, which Tenant produces as a result of conducting its business at the Premises and Landlord shall adequately maintain same. During the Term of this Lease, Tenant, at Tenant's expense, shall transport Tenant's trash, grease and other applicable items from the Premises to the dumpsters and waste and grease receptacles. Landlord shall provide for the removal of such trash, waste and other materials from the dumpster and receptacles, which shall occur no less than seven (7) days per week, and the costs thereof shall be commercially reasonable and included in Common Area Costs, provided that Landlord shall have the right to equitably adjust Tenant's share of the costs incurred with respect to the dumpsters, receptacles and the removal of trash, grease and items therefrom, all based on Landlord's commercially reasonable estimate of Tenant's usage compared to other tenants in the Center utilizing such dumpsters and receptacles.

11.3 Landlord represents and warrants that all services and hook-ups will be currently paid as of the Possession Date and that all hook-ups will be available to Tenant throughout the Term of this Lease. Any and all tap fees, EDU fees, meter fees, fixture fees, connection fees, impact fees, lateral fees, system development fees or other similar fees relating to the utilities to be used at the Premises shall be paid by the Landlord, and Tenant shall have no responsibility therefor. In the event that any credits from any public source are available for the Center towards tap fees, fixture fees, connection fees or comparable fees, Landlord shall be entitled thereto.

ARTICLE 12 REAL ESTATE TAXES

12.1 In addition to Base Rent, Tenant agrees to pay Tenant's Proportionate Share of the amount of all real estate taxes, assessments, sales or use taxes, and public charges imposed on, or in connection with, the Center excluding charges for connections and permits of water and sewer, but including the Building, land and personalty, taxes on rentals, and taxes in addition to or in lieu of existing taxes, and all costs of seeking an abatement or refund of any such taxes and other amounts ("**Taxes**") for any year during the period between the Rent Commencement Date and the expiration of the Term of this Lease (the "**Payment Period**"). There shall be excluded from Taxes to which Tenant contributes: (a) any increase in Taxes caused by construction in the Center commenced subsequent to occupancy by Tenant hereunder until such time as such newly constructed space constitutes rentable floor area; (b) income, excess profits, estate, single business, inheritance, succession, transfer, franchise, excise, capital or other tax assessment upon Landlord (but taxes on the rentals payable under this Lease shall be included in Taxes; or (c) Taxes on any part of the Center which are payable pursuant to a separate assessment except to the extent the applicable part is used for or in support of the leasable space in the Center. On or before the first day of the Term of this Lease, or as soon after that day as practicable, Landlord will give Tenant written notice of Landlord's estimate of the amount payable under this Section 12.1 for the remainder of that calendar year. During December of each calendar year or as soon after December as practicable, Landlord will give Tenant notice of its estimate of the payments to be made pursuant to this Section

12.1 for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12th) of the estimated amount; however, if the notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given (at which time there shall be a retroactive adjustment). If at any time or times it reasonably appears to Landlord that the payments to be made under this Section 12.1 for the current calendar year will vary from its estimate, Landlord will, by notice to Tenant, revise its estimate for the year, and subsequent payments by Tenant for the year will be based upon the revised estimate. Tenant shall not be responsible for any interest, late charge or other penalty resulting from Landlord's late payment or non-payment of Taxes, except to the extent caused solely by Tenant's delinquent payment, nor any administrative or other charge which may be claimed by Landlord.

12.2 Within ninety (90) days after the close of each calendar year, or as soon after the ninety (90) day period as practicable, Landlord will deliver to Tenant: (i) copy of the tax bill(s) applicable to the Premises and Common Areas; and (ii) a statement of the payments made or to be made under Section 12.1 for the calendar year that has been prepared on the basis of such statement. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for the calendar year previously made by Tenant, Landlord will credit the excess to the next succeeding monthly installment of Base Rent or, at Tenant's option, refund the excess to Tenant immediately. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements.

12.3 Landlord warrants and represents that as of the Rent Commencement Date, all general or special assessments on the Premises shall be paid current as of such date (or Landlord shall be responsible for the charges due prior to the Rent Commencement Date). Tenant shall not be liable for any special assessments which are levied or assessed by a special assessment district which is formed, directly or indirectly, by Landlord for the purpose of constructing or acquiring on-site or off-site improvements.

12.4 Taxes for the tax year containing the Rent Commencement Date shall be prorated as of the Rent Commencement Date and Taxes for the last year of the Term hereof shall be prorated as of the expiration of the Term so that Tenant shall only pay for such Taxes which relate to the tax period included within the Payment Period. With respect to any assessment which may be levied against or upon the Center or any portion thereof or which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in installments, only the amount of such installment and statutory interest shall be included within the computation of the annual taxes and assessments levied against the Center or any portion thereof.

12.5 Tenant shall have the right to pay under protest any assessment which increases the amount of Tenant's real estate taxes and assessments and to request that Landlord contest any such assessment subsequent to payment, but Landlord shall not be obligated to do so. Any refund of any tax or assessment (including interest and penalties) which has been paid by Tenant, and which is allocable to the Premises, shall belong to Tenant.

12.6 In connection with performing an audit of Common Area Charges, Tenant shall have the right to audit Landlord's or Landlord's agent's records pertaining to Taxes in accordance with the terms of Section 10.6.

ARTICLE 13 INSURANCE

13.1 Tenant shall at all times during the Term hereof (commencing as of the Possession Date) and at its own cost and expense procure and continue in force a policy of commercial general liability insurance (also known as broad form comprehensive general liability insurance), insuring against liability for bodily injury, property damage and personal injury arising out of the use, operation or occupancy of the Premises in an amount of not less than Three Million Dollars (\$3,000,000.00), combined single limit. Tenant shall provide to Landlord upon written request a certificate of insurance reflecting such coverage. Tenant shall name Landlord and its lender, property manager, successors and assigns and beneficiaries, and any other party reasonably designated by Landlord, each as additional insured.

13.2 Tenant shall procure and maintain at all times during the Term of this Lease at its sole cost and expense, "Special Form" property insurance coverage, with standard exceptions, covering its fixtures, equipment and personal property located on the Premises, together with insurance against vandalism and malicious mischief. Landlord shall have no interest in the proceeds of insurance maintained by Tenant under this Section 13.2 and will sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant.

13.3 Landlord agrees to insure or caused to be insured the Building, the Center and all improvements owned by Landlord or not, but excluding anything insured by Tenant in Section 13.2 above against loss or damage by any perils covered by a standard broad form all risk property insurance policy in an amount equal to the full replacement value. Landlord shall also maintain commercial general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Common Areas, the Center, portions of the Building not leased to Tenant and the sidewalks and areas adjacent to the Premises and the Center under Landlord's control to afford protection to the minimum limit of Three Million Dollars (\$3,000,000.00) for any personal injury, death or property damage. Subject to ARTICLE 22, all proceeds from such insurance policies shall be used for the restoration of the Building, the Center and the Premises pursuant to the terms of this Lease. Landlord shall provide to Tenant upon written request a certificate of insurance reflecting such coverage. Tenant shall pay Tenant's Proportionate Share of insurance premiums for such insurance as part of Common Area Charges as well as any deductibles with respect thereto.

13.4 Landlord and Tenant each hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of such other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. In addition, except as modified by statute and excluding Landlord's gross negligence and intentional misconduct, all merchandise,

furniture, fixtures and property of Tenant which may be on or about the Premises or the Patio Area or elsewhere in the Center shall be at the sole risk and hazard of Tenant, and if the whole or any part of the Premises or the Patio Area is destroyed or damaged by any cause whatsoever, no part of such loss or damage will be charged to Landlord, subject to ARTICLE 22.

13.5 All insurance policies required to be carried hereunder shall be issued by insurance companies having a rating of at least A-VI, as set forth in the most recent issue of "Best's Insurance Guide." All policies obtained by Landlord or Tenant under the terms of this Lease shall have an effective coverage date which is the same as the Possession Date. Any party may satisfy its obligations regarding insurance pursuant to an umbrella policy. Notwithstanding anything set forth in this Lease to the contrary, provided that Tenant or its parent company (so long as the parent company is a guarantor of Tenant's obligations under this Lease) maintains a tangible net worth of at least One Hundred Million Dollars (\$100,000,000.00) (in 2017 Dollars), Tenant shall have the right to self-insure with respect to any insurance required to be maintained by Tenant hereunder provided that Tenant first shall notify Landlord of Tenant's election to self-insure and provide to Landlord proof of Tenant's (or, as applicable, Tenant's parent company's) net worth, provided that while said information is available online, then Tenant shall not be required to provide such proof. If Tenant and to the extent Tenant elects to self-insure, Landlord shall have the same benefits as would be applicable to Landlord if Tenant had maintained such insurance with a third party insurer including, without limitation, the benefits of Section 13.4 and Section 14.1.

13.6 Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by Tenant, for such period of time as Tenant shall serve liquor or other alcoholic beverages, Tenant agrees to maintain with a responsible and qualified (a Best Rating of A-/VIII or better) insurance company licensed to do business in Massachusetts, and with minimum combined limits of at least the minimum limits of insurance specified elsewhere in this Lease plus minimum limits of coverage of at least Three Million Dollars (\$3,000,000) under an umbrella policy covering excess "liquor law" liability, or such higher limits as Landlord may from time to time request but no more often than every five (5) years, provided such higher limits are then customarily being carried by similar restaurant operations in the Commonwealth of Massachusetts selling beer, wine and other alcoholic beverages and provided that Landlord requires the same higher limits from all other similarly situated tenants in the Center for similar uses, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure Tenant and Landlord (disclosed or undisclosed), and all those claiming by, through or under Landlord against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale and dispensing of liquor and alcoholic beverages in and from the Premises. Certificates of such insurance shall upon written request be deposited with Landlord showing current insurance in force; and all such policies shall name Landlord as an additional insured and shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days prior written notice to Landlord, and such certificate shall evidence the same.

ARTICLE 14 RELEASE AND INDEMNITY

14.1 Subject to the terms of this Lease including, without limitation, Section 13.4, Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from: (a) Tenant's use of the Premises or the conduct of its business; (b) any negligent act or omission done, permitted or suffered by Tenant in or about the Premises, the Building or the Center; or (c) any breach or default in the performance of any obligation of Tenant under the terms of this Lease, all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim to the extent arising out of the willful, reckless or negligent act or omission of, or breach of any provision of this Lease by Landlord, its agents, officers, servants, employees or contractors. For purposes of this Section 14.1, Tenant shall include Tenant, its employees, agents, contractors and, while in the Premises (including the Patio Area), Tenant's customers and invitees.

14.2 Subject to the terms of this Lease including, without limitation, Section 13.4, Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from: (a) Landlord's use and maintenance of the Common Areas or any injuries occurring in the Common Areas or any portion of the Building or the Center outside the Premises; (b) any negligent act or omission done, permitted or suffered by Landlord in, on or about the Premises, the Building or the Center; or (c) any breach or default by Landlord of any of the representations, warranties or covenants set forth in this Lease or in the performance of any obligation of Landlord under this Lease; all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim to the extent arising out of the willful, reckless or negligent act or omission of Tenant, or breach of any provision of this Lease by Tenant, its agents, officers, servants, employees or contractors. For purposes of this Section 14.2, Landlord shall include Landlord, its employees, agents and contractors.

ARTICLE 15 INSOLVENCY, ETC. OF EITHER PARTY

15.1 The filing of any petition in bankruptcy whether voluntary or involuntary, or the adjudication of Landlord or Tenant as bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of the Landlord's or Tenant's assets, or an assignment by Landlord or Tenant for the benefit of its creditors, or any action taken or suffered by Landlord or Tenant under any State or Federal insolvency or bankruptcy act including, without limitation, the filing of a petition for or in reorganization, or the taking or seizure under levy of execution or attachment of the Premises or any part thereof, shall not constitute a breach of this Lease by Landlord or Tenant, unless Landlord or Tenant (or any appointed trustee, custodian, receiver, etc. of such party) commits a Default as defined herein.

15.2 Neither this Lease nor any interest therein or thereunder, nor any estate thereby created in favor of Tenant, shall be an asset of Tenant in or under any bankruptcy, insolvency or reorganization proceeding, nor shall any of the same pass by operation of law under any State or Federal insolvency or bankruptcy law to any trustee, receiver or assignee for the benefit of creditors or any person.

ARTICLE 16
PERSONAL PROPERTY AND OTHER TAXES

16.1 Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within thirty (30) days after receipt of a written statement including said tax bill setting forth the taxes applicable to Tenant's property.

ARTICLE 17
SIGNAGE

17.1 Tenant may install the exterior signage shown on **Exhibit C** and such other exterior signage approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed, subject to Tenant's receipt of approval from the relevant governmental authorities. Landlord expressly acknowledges that Landlord has received, reviewed, and approved Tenant's exterior signage, storefront and display specifications, which specifications are attached hereto as **Exhibit C** and that such specifications comply with all requirements set out in this Lease (other than with respect to applicable laws for which Landlord makes no representation). Tenant may install and display any interior signage and advertising materials as Tenant deems appropriate (provided that any interior signage on or near any windows shall be professionally prepared, properly maintained and in compliance with applicable laws). Additionally, any statements to the contrary notwithstanding, no other party shall be allowed to install or maintain signage or otherwise use the exterior wall portion of the Premises. Tenant shall be allowed to place appropriate signage on the entrances to the Premises advertising Tenant's hours of operation and other information and shall be allowed to install tasteful "Coming Soon," "Now Hiring" and "Now Open" banners subject to the foregoing provisions.

17.2 Tenant shall be allowed to display its logo and other information on the top panel position on both sides of any monument or pylon signs serving the Center and/or constructed by Landlord at the Center, such sign panels to be no less than the panels allocated to similarly sized tenants of the Center, at no cost to Tenant other than as set forth in the following sentence. Landlord shall maintain (including repair, replacement, operation and insuring) any monument or pylon sign structure that is utilized by more than one tenant in the Center and include the same in Common Area Charges, and Tenant shall be responsible for the fabrication, installation and maintenance (including repair, replacement, operation and insuring) of its sign panel on such sign.

ARTICLE 18
ASSIGNMENT AND SUBLETTING

18.1 Tenant may assign or transfer this Lease or Tenant's interest therein, and may sublet the Premises or any part thereof (collectively "**Assign**" or "**Assignment**"), without Landlord's consent: (a) to a parent, subsidiary, affiliate, franchisee, licensee or similarly related entity; (b) in connection with a merger, acquisition, reorganization or consolidation; or (c) in connection with the sale of Tenant's corporate stock or assets. Notwithstanding the foregoing, prior to or, if Tenant is

prohibited from providing prior notice, promptly following an Assignment that does not require Landlord's consent, Tenant shall deliver to Landlord notice of the Assignment including substantiation that one of the foregoing conditions has or will be satisfied (and, for the avoidance of doubt, substantiation shall mean the provision of commercially reasonable materials that demonstrate that the applicable condition existence; for example, with respect to a merger, Tenant would provide proof of the merger, but would not need to provide the documentation setting forth the terms of the merger), a copy of the Assignment document, contact information for the new Tenant, and the date on which the Assignment will be effective. Any other Assignment shall require Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Without limiting the generality of the foregoing, Landlord shall have no right to any sums or economic consideration resulting from an Assignment, including any Assignment permitted without Landlord's consent. No Assignment by Tenant, whether pursuant to this Section 18.1, Section 18.2 or otherwise shall relieve Tenant (or any prior "Tenant") of any obligation to be performed by Tenant under this Lease whether arising before or after the Assignment.

18.2 If Tenant desires at any time to enter into an Assignment of this Lease for which Landlord's consent is required, it shall first give written notice to Landlord of its desire to do so, which notice shall contain: (a) the name of and contact information for the proposed assignee, subtenant or occupant; (b) the nature of the proposed assignee's, subtenant's or occupant's business to be carried on in the Premises; (c) information relating to the experience and financial condition of the proposed assignee, subtenant or occupant; (d) intentionally omitted, and (e) the terms and conditions of the Assignment. At any time within thirty (30) days after Landlord's receipt of such notice, Landlord shall, by written notice to Tenant: (i) consent to the Assignment; (i) reasonably withhold its consent; or (iii) terminate the Lease. In determining whether to grant or withhold consent, Landlord shall be entitled to take into account all factors that a sophisticated landlord would consider in leasing similar space to a new tenant. If the Landlord disapproves the Assignment, Landlord agrees to supply Tenant with a written statement setting forth the specific reasons for such disapproval. If Landlord fails to supply this written statement within said thirty (30) day period and such failure continues for five (5) business days after Landlord's receipt of a notice stating that the response was not received within the initial thirty (30) day time period, then this shall be deemed consent by Landlord to any such Assignment. If Landlord consents to the Assignment within said thirty (30) day period (as same may be extended pursuant to the foregoing sentence), Tenant may thereafter enter into such Assignment of the Premises or portion thereof on the terms set forth in Tenant's notice requesting consent. The consent by Landlord to any Assignment shall not relieve Tenant of the obligation to obtain Landlord's consent to any other Assignment. In addition, and notwithstanding the foregoing to the contrary, as an alternative to granting or withholding consent to a proposed Assignment, Landlord shall have the right to terminate this Lease by written notice to Tenant given within the time periods set forth above with respect to responses to a request for Assignment. If Landlord terminates the Lease by written notice to Tenant within the time periods set forth above, Tenant may, within thirty (30) days of receipt of such termination notice, elect in Tenant's sole discretion to reinstate the Lease, in which case the Lease with Tenant shall remain in full force and effect as if no Assignment was attempted.

18.3 For purposes of the Lease, any sale or transfer of capital stock including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

ARTICLE 19
IMPROVEMENTS, ALTERATIONS AND SURRENDER

19.1 Tenant shall provide its plans and specifications for its initial improvements ("**Tenant's Plans and Specifications**") to the Landlord for its review and approval on or before June 15, 2017, subject to Tenant's receipt of (1) Landlord's Plans and (2) the fully executed Staples Amendment. Landlord agrees to approve or disapprove Tenant's Plans and Specifications within ten (10) business days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such ten (10) business day period, Tenant's Plans and Specifications shall be deemed approved by Landlord. If Tenant's Plans and Specifications were delivered prior to the execution of this Lease, Landlord and Tenant agree that the ten (10) business day period shall run from Tenant's delivery of such Tenant's Plans and Specifications, not the Effective Date of this Lease. As part of its initial improvements, Tenant shall be permitted to alter the exterior of the Premises to exhibit Tenant's trade dress. Tenant shall also be allowed to incorporate its standard design and material elements in the store design and to relocate any existing doors.

19.2 Tenant shall without the prior written consent of Landlord, have the right at any time and from time to time during the Term of this Lease, to, at Tenant's sole cost and expense, erect, alter, remodel, renovate, rehabilitate, reconstruct, rebuild, replace and remove any interior, non-mechanical, non-structural portion of the Premises, all to Tenant's specifications, so long as any such change to any interior, non-structural portion of the Premises does not exceed Fifty Thousand Dollars (\$50,000.00). Except as set forth in Section 19.1, Tenant shall not make any exterior, mechanical or structural alteration to the Premises without Landlord's prior consent, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall give Landlord five (5) days' advance notice before commencing any work under this Section 19.2 to permit Landlord to post notices of non-responsibility. Tenant shall provide plans and specifications for any work requiring Landlord's consent under this Section 19.2 to Landlord for its review and approval. Landlord agrees to approve or disapprove the performance of the alterations, and Tenant's plans and specifications therefor, within ten (10) days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such ten (10) day period, the alterations and the plans and specifications therefor shall be deemed approved. Tenant shall be allowed to install security cameras within and immediately outside of the Premises, as Tenant deems necessary, at Tenant's sole cost and expense. Tenant, at its sole cost and expense, shall have the option to install solar panels, antennas and/or satellite dishes on the roof over the Premises subject to applicable codes and the provisions of this Lease. There shall be no additional rent charged for such use of the roof, and Tenant shall be allowed to remove these items upon the expiration or sooner termination of this Lease, subject to the repair obligations as set forth below. Notwithstanding the foregoing, Tenant's rights with respect to the placement of solar panels, satellite dishes and other items on the roof as well as all components relating to such panels, dishes and items (collectively, "**Roof Installations**") shall be subject to Tenant obtaining Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, of (i) the location of the Roof Installations (and the Roof Installations shall be located so as not to be visible) and (ii) the plans and specifications for the installation of the Roof Installations. Tenant shall not penetrate or damage the roof membrane of the Building in connection with the installation of the Roof Installations. It is further required that (x) the installation of the Roof Installations is performed in strict accordance with Landlord's roof and other warranties, (y) such installation is performed by

a Tenant-chosen roofing contractor, at Tenant's expense by Landlord's roofing contractor, provided, however, that Landlord shall ensure all costs and rates charged by such contractor are reasonable for substantially similar work performed by licensed roofing contractors performing similar work for commercial buildings in the Natick, Massachusetts area, and provided that all work shall be performed in compliance with all warranties, and (z) Tenant obtains all permits and approvals, if any, required in connection with such Roof Installations. Tenant shall maintain and promptly and properly repair the Roof Installations, and, excluding Landlord's, its agents', contractors' or employees' negligence or willful misconduct, in each case while acting in the scope of their respective employment or agency, shall indemnify, defend and hold harmless Landlord from any damage or liability arising from the installation, maintaining and removal of the Roof Installations and, upon Landlord's request, shall remove the Roof Installations at the expiration or earlier termination of the Term and repair any damage caused by the installation or removal of the Roof Installations.

19.3 At any time during the Term of this Lease, notwithstanding anything in this Lease to the contrary, Tenant may at its sole option, (but shall not be obligated to), remove any or all additions, improvements, fixtures, installations, moveable trade fixtures, furniture and other personal property which were placed in the Premises by Tenant and funded by Tenant, provided Tenant shall repair any damage occasioned by such removal. All work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner. Any such changes, alterations and improvements shall be performed in accordance with the laws and ordinances relating thereto.

ARTICLE 20 DEFAULT AND REMEDIES

20.1 The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant ("**Tenant Default**"):

(a) The failure to pay Base Rent, Additional Rent, or any other charge within five (5) days of the date when due, provided that Tenant shall be entitled to two (2) late notices in any twelve (12) month period which shall provide a five (5) business day opportunity to cure before such late payment is a Tenant Default; or

(b) Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter prosecutes such cure to completion.

20.2 In the event of any Tenant Default, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease effective upon notice to Tenant and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so. If Landlord shall elect to terminate this Lease, then it may recover from Tenant, in addition to all other amounts that may be due from Tenant:

(a) The worth at the time of the award ("Award") by a court of competent jurisdiction, of the unpaid Base Rent payable hereunder which had been earned at the date of such termination; plus,

(b) The worth at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid Base Rent which would have been earned after termination and until the time of the Award exceeds the amount of such rental loss which could have been reasonably avoided; plus,

(c) The worth at the time of the Award of the amount by which the unpaid Base Rent for the balance of the then current term of the Lease after the time of the Award exceeds the amount of such rental loss which could be reasonably avoided; plus,

(d) Any other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law from time to time.

(f) With or without terminating this Lease, Landlord may re-let all or any part of the Premises from time to time for periods (even if beyond the Term of this Lease), at such rental, and upon the same terms and conditions as Landlord would rent similar space in the Center, and may make improvements and repairs to the Premises. No re-entry or taking of possession by Landlord shall terminate this Lease unless Landlord gives a written notice of such intention to Tenant or a court of competent jurisdiction terminates the Lease; nor shall Landlord's right to re-let constitute an obligation to re-let or to mitigate damages (provided that Landlord shall comply with its obligation to mitigate damages as set forth in Section 20.7 hereof).

In addition, Tenant waives all statutory rights (including rights of redemption) to the extent such rights may be lawfully waived.

20.3 As used in subparagraphs (a) and (b) above, the "worth at the time of the Award" is computed by allowing interest at the Interest Rate. As used in subparagraph (c) above, the "worth at the time of the Award" is computed by discounting such amount to present value at the rate of twelve percent (12%) per annum.

20.4 In the event of any Tenant Default, Landlord shall also have the right to terminate Tenant's right of possession by any lawful means, to re-enter the Premises by legal means and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

20.5 If Landlord has not elected to terminate this Lease, Landlord may maintain Tenant's right to possession in which case Landlord may recover all Base Rent as it becomes due.

20.6 If any installment of Base Rent due from Tenant is not received by Landlord or Landlord's designee within five (5) business days after written notice that such amount shall be due, Tenant shall pay to Landlord an additional sum of Five Hundred Dollars (\$500.00) with the overdue Base Rent as a late charge (the "**Late Charge**"). Notwithstanding the foregoing, the Late Charge

shall be waived on the first two (2) occasions only during any consecutive twelve (12) month period during the Term that Tenant shall be late in the payment of any amount due hereunder, provided that Tenant pays the amount due within five (5) business days after the later of (i) the date such payment is originally due, or (ii) the date of delivery of any invoice and/or other notice thereof from Landlord.

20.7 In the event of a Tenant Default, Landlord shall take reasonable steps to mitigate its damages. Landlord shall be deemed to have satisfied the obligation to mitigate by listing the Premises on commercially reasonable terms for the Natick, Massachusetts area with a commercial real estate broker provided that Landlord shall not be obligated to prioritize the reletting of the Premises over other space in the Center that is available or will be becoming available within the following year.

ARTICLE 21 LANDLORD DEFAULT

21.1 In the event that Landlord shall at any time be in default in the observance or performance of any of the terms, covenants, conditions or agreements hereunder and any such default shall continue for a period of: (a) five (5) business days after written notice to Landlord in any emergency situation (unless the nature of such emergency requires faster action, in which case the time period shall be determined by the specific set of circumstances), in which event Tenant's notice shall specify that the notice pertains to an emergency; or (b) thirty (30) days after written notice to Landlord where there is no emergency (if such default is incapable of being cured in a reasonable manner within thirty (30) days then if Landlord has not commenced to cure the same within such thirty (30) day period and thereafter diligently prosecutes the same to completion), then Tenant, at its option, with or without notice or demand of any kind to Landlord or any other person, shall have the right to exercise any one or more of the following described remedies: (i) if the condition has a material adverse impact on Tenant's ability to operate its Permitted Use, and Tenant has given a second notice stating that Tenant intends to exercise Tenant's rights pursuant to this clause, to cure such default for the account of Landlord, and Landlord shall reimburse Tenant for any amount paid and any expense or contractual liability so incurred, including interest at the Interest Rate, upon invoice, subject to any limitations set forth in this Lease; (ii) to pursue the remedy of specific performance and Tenant's other statutory rights; or (iii) if such default materially and adversely affects Tenant's operations from the Premises, to terminate this Lease. In addition, Tenant shall be entitled at its election, to exercise concurrently or successively, any one or more of the rights in equity provided hereunder or under the laws of the United States or the State where the Premises are located for Landlord's default. Tenant shall have the option, at its sole discretion, of offsetting any payments due or payable to Landlord, until such time as Tenant has been completely reimbursed for its expenses or costs resulting from any Landlord breach or liability under this Lease subject to the limits set forth in this Lease. Nothing herein contained shall relieve Landlord from its duty to effectuate the repair, replacement, correction or maintenance required to restore the affected services or utilities, or to perform any of its other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

ARTICLE 22
DAMAGE OR DESTRUCTION

22.1 If, at any time prior to the expiration or termination of this Lease, the Premises or the Building are damaged or destroyed by any casualty covered by insurance maintained under ARTICLE 13 (or required to be maintained under ARTICLE 13), Landlord, to the extent of the Net available insurance proceeds applicable to the damage to the Premises or the Building, as the case may be, shall promptly cause the same to be fully repaired and restored to the condition existing immediately prior to such damage or destruction (subject to changes necessary to comply with then existing laws applicable thereto and any changes in design approved by Landlord and Tenant, and provided that Landlord shall not be required to repair damage to the interior of any other premises in the Building and Landlord's obligations with respect to the Premises shall be as set forth in the following provisions of this ARTICLE 22). "Net" means the insurance proceeds less all reasonable costs and expenses, including adjusters and attorney's fees, of obtaining the same.

22.2 If Landlord is not required to repair and restore the Premises and/or Building after the Premises or the Building are totally or partially damaged or destroyed from a casualty and Landlord does not elect to make such repairs and restoration, Tenant may terminate this Lease by providing written notice of such termination to Landlord within sixty (60) days after the date Landlord provides Tenant with written notice that Landlord does not intend to repair such damage or destruction.

22.3 Notwithstanding anything to the contrary contained in Sections 22.1 and 22.2, if the Premises or the Building are wholly or partially damaged or destroyed within the final Lease Year of the Primary Term of this Lease or, if an applicable Extension Option has been exercised, during the last year of any Extended Term, then either Landlord or Tenant may terminate the Lease by providing written notice of such termination to the other party within sixty (60) days after the occurrence of such damage or destruction provided that Tenant shall have the right to terminate only if Tenant shall not be responsible for such damage or destruction and Tenant would be required to close for more than fifty percent (50%) of the remaining portion of the Term (calculated from the date of the damage or destruction), and Landlord shall have the right to terminate only if the cost to repair the damage would be in excess of twenty-five percent (25%) of the replacement costs of the Premises, the Building or the applicable portion thereof. However, if at the time of the damage or destruction Tenant at that time has an exercisable Extension Option to extend this Lease, then Tenant may preserve this Lease by exercising such Extension Option within thirty (30) days following the receipt of Landlord's termination notice ("**Exercise Period**").

22.4 If the Premises should be damaged by any casualty, such that rebuilding or repairs cannot be completed within two hundred seventy (270) days from the Required Start Date, as defined in Section 22.5 below, Tenant may terminate this Lease by providing Landlord with written notice of such termination within thirty (30) days of the date of the happening of such damage, which termination shall be effective as of the date of the occurrence of such damage or destruction. The determination of whether the Premises can be rebuilt or repaired within two hundred seventy (270) days from the date of any damage shall be in the mutual judgment of both Landlord and Tenant within thirty (30) days of the occurrence of the damage or destruction. If Landlord and Tenant cannot agree, the determination shall be made by an independent contractor mutually acceptable to both Landlord and Tenant.

22.5 Notwithstanding anything in this ARTICLE 22, if Landlord does not commence any repair or rebuilding as contemplated by the terms of this Article within sixty (60) days after the later of (a) the occurrence of such damage or destruction or (b) the determination that neither Landlord nor Tenant will terminate the Lease pursuant to Section 22.3 or Section 22.4, as applicable ("**Required Start Date**"), and with reasonable and prompt dispatch continue to restore the Premises, or if Landlord shall fail to diligently complete any repair or rebuilding as contemplated by the terms of this Article within two hundred seventy (270) days after the Required Start Date, Tenant shall have the right, upon written notice to Landlord, in addition to other rights provided herein, to terminate this Lease as of the date of the occurrence of such damage or destruction or perform the repairs and charge Landlord for the cost of the same and Landlord shall promptly reimburse Tenant the reasonable cost of the repairs up to the amount that Landlord would have been required to expend pursuant to the terms of this Lease.

22.6 In the event that this Lease shall remain in full force and effect pursuant to the provisions of this Article, the Base Rent and all other charges payable by Tenant hereunder shall be reduced or abated as of the date of the occurrence of such damage or destruction until Landlord delivers possession of the Premises to Tenant with all of Landlord's repairs and restoration complete.

22.7 If the existing laws do not permit restoration of the Premises to substantially the same condition as they were in immediately before destruction, then Tenant at its option, may (a) require Landlord to restore the Premises so as to comply with the then existing laws or codes and, if appropriate, reduce the Base Rent on a pro rata basis; or (b) terminate this Lease immediately by giving written notice to Landlord, in which case the Lease shall cease as of the date of the occurrence of the damage or destruction.

ARTICLE 23 MECHANICS' LIENS

23.1 Both parties agree that they will pay or cause to be paid all costs for work done by them or caused to be done by them on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by them or persons claiming under them. Landlord shall have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord deems reasonably necessary to protect the Premises and Landlord from mechanics', material or any other liens. Upon completion of such work, the party doing such work shall file for record in the office of the Clerk and Recorder of the County where the Premises is located a notice of completion if required by law. The party doing such work may contest the validity of the amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of the other party, the party doing such work shall, at its option, either post a bond sufficient to remove such lien pending contest or cause a title company to insure the other party in a manner reasonably satisfactory to it, against the enforcement of the lien against it. If the party doing such work shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien, the other party may (but shall not be required to), after written notice to the party doing such work, pay said claim and any costs related thereto, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from the party doing such work to the other party, and shall be paid upon demand.

ARTICLE 24
EMINENT DOMAIN

24.1 If any or all of the Premises, the Building, the Common Areas or any access area related to the Center, or the drive aisles in the Center or parking in the Center shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a sale in lieu thereof to a public body) (a "**taking**") on a permanent basis and in each of the foregoing situations, only if Tenant is prevented from operating Tenant's business in the Premises in a reasonable manner, Tenant shall have the right, at its option: (a) to terminate this Lease as of the earlier of the date of title transfer or the date of the taking of possession by the condemning authority in which event the Term hereof and Base Rent and all other charges shall be abated and any unearned Base Rent paid or credited will be refunded by Landlord to Tenant; or (b) to reduce the Base Rent as provided in Section 24.2 below. Tenant shall elect among these rights and give notice to Landlord of its election within sixty (60) days after the date when possession of the portion of the Premises is acquired by the condemning authority. Landlord and Tenant respectively, shall be entitled to any awards permitted by applicable law resulting from any such taking.

24.2 If Tenant does not elect to terminate this Lease as set forth herein, then this Lease shall continue in full force and effect and the Net proceeds of the award that are applicable for the Premises shall be used by Landlord to restore the remainder of the improvements on the Premises so far as practicable to a complete unit of like quality and condition to that which existed immediately prior to the taking, and the Base Rent and Tenant's Proportionate Share shall be reduced as follows: (a) if the taking is of a portion of the Premises, the Base Rent reduction shall be calculated based on the then current Base Rent per square foot times the square footage of the Premises taken), and Tenant's Proportionate Share shall be recalculated based upon the new square footage of the Premises, and (b) if the taking is of a portion of the Common Area, but not the Premises, the Base Rent reduction shall be calculated based on the reduced utility of the Premises. Except for any separate award to Tenant for Tenant's movable trade fixtures or relocation expenses which does not reduce Landlord's award, all Taking awards to Landlord or Tenant shall be Landlord's property without Tenant's participation. Tenant assigns to Landlord Tenant's share of such award, waives any rights with respect to the loss of its leasehold interest, and agrees to execute such commercially reasonable instruments as may be necessary to confirm the assignment and to deliver to Landlord any such award recovered by Tenant except the separate award described above. "Net" means the taking award less all reasonable costs and expenses, including adjustors and attorney's fees, of obtaining the same.

24.3 If Landlord does not commence within thirty (30) days of receipt of the award, and with reasonable dispatch continue, to restore the portion of the Premises as aforesaid, Tenant shall have the right, upon giving notice to Landlord, in addition to other rights provided herein, to: (a) restore the Premises for the account of and at Landlord's sole cost and expense (up to a maximum of the award that is applicable to damage to the Premises); or (b) terminate this Lease upon written notice to Landlord, and all Base Rent and all additional charges shall be abated as of the date of such notice. If Tenant elects to restore for the account of Landlord, Landlord shall promptly assign to Tenant any award or payment made to Landlord as a result of any such taking to the extent the award is applicable to the damage that Tenant is repairing. Until Tenant has been fully reimbursed for such cost and expense to the extent set forth above, Tenant may fully abate Tenant's Base Rent. If, at the

end of this Lease, Tenant has not been fully reimbursed therefor, Tenant shall have the right to: (x) extend the Term of this Lease for any period of time selected by Tenant which is less than or equal to the period which shall enable Tenant to recover such cost and expense plus interest by abatement from Base Rent, as aforesaid; or (y) place a lien on the Premises for the unrecovered amount; or (z) pursue all available legal remedies for recovery of the unreimbursed amount and all damages to Tenant related to Landlord's failure to reimburse Tenant as set forth in this paragraph.

ARTICLE 25

ABATEMENT OF RENT WHEN TENANT IS PREVENTED FROM USING PREMISES

25.1 Intentionally Omitted.

ARTICLE 26

QUIET POSSESSION

26.1 Provided Tenant is not then in default under the terms of the Lease beyond any applicable notice and cure periods, Tenant may peaceably and quietly have, hold and enjoy the Premises and use the Common Areas as provided in this Lease during the Term without hindrance or molestation from Landlord or anyone claiming legally under Landlord, subject to the terms of this Lease and any instruments having priority. Landlord warrants and represents to Tenant that the Landlord is solely vested with fee simple title to the Premises and the Center and has full right and lawful authority to lease the Premises to Tenant. Landlord further warrants and represents that, to the best of Landlord's knowledge, there are no liens, encumbrances, mortgages, easements, or any other matters which would preclude or otherwise adversely affect Tenant's intended use or other rights or benefits under this Lease.

ARTICLE 27

BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS

27.1 The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

27.2 In the event of a sale of the Premises or a change in ownership of Landlord's estate, or if there is an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause the new owner or Landlord's assignee or transferee, as applicable, to assume the provisions of this Lease and notice of such assignment or transfer shall be given to Tenant promptly after the date of transfer, and thereupon, Landlord shall be released from all liability relating to this Lease. Notwithstanding the foregoing to the contrary, if the new "Landlord" by operation of Law is deemed to have assumed Landlord's obligations, then the foregoing separate assumption shall not be required. Tenant shall be entitled to continue to pay Rent and give all notices to Landlord until Tenant has received the foregoing from Landlord.

ARTICLE 28 ESTOPPEL CERTIFICATES

28.1 Tenant shall, without cost and within fifteen (15) business days after Tenant's receipt of Landlord's written request thereof, execute, acknowledge and deliver to Landlord an Estoppel Certificate certifying such factual matters relating to this Lease as Landlord may reasonably require.

28.2 Landlord shall, without cost and within fifteen (15) business days after Landlord's receipt of Tenant's written request thereof, execute, acknowledge and deliver to Tenant an Estoppel Certificate certifying such factual matters relating to the Lease as Tenant may reasonably require.

28.3 Such Estoppel Certificates shall be for the purpose of facilitating either party's financing, refinancing or sale activities only, and shall not affect or prejudice any rights or remedies of either party against the other.

ARTICLE 29 NOTICES

29.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by overnight mail or certified U.S. Mail, or national overnight courier such as UPS or FedEx, or, where provided in this Lease, orally or by email (but with respect to any oral or email notification, written notice must be provided in writing to Tenant's notice address set forth in Section 1.1 of this Lease the following business day and shall be deemed effective when received by the intended addressee (whether accepted or rejected) if addressed to Tenant or to Landlord at the addresses noted in Section 1.1, or such other address pursuant to the following sentence. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord and Tenant hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord and Tenant may from time to time hereafter designate by notice to the other party.

ARTICLE 30 CONFIDENTIALITY

30.1 All financial statements and other financial information delivered to Landlord by Tenant shall be held in confidence and shall not be disclosed to any party other than: (a) Landlord's personnel and professional consultants having a reasonable need to know such information, for which Landlord agrees to inform such personnel and consultants of the confidential nature of such information; or (b) any current or prospective mortgagee or purchaser in contemplation of an actual and bona fide transaction; or (c) as may be reasonably required for Landlord to satisfy Landlord's obligations with respect to this Lease. Notwithstanding the foregoing, the foregoing provisions of this Section 30.1 shall not be applicable with respect to any information that is available from third party sources or otherwise available to the public (such as, without limitation, information that would be available based on the applicable party being a publically traded entity, or with respect to any information where Landlord has a legal obligation to provide such information (such as, without limitation, in connection with a legal proceeding).

ARTICLE 31 LANDLORD'S ACCESS

31.1 Landlord's and Landlord's agents, upon seventy-two (72) hours' prior written notice to Tenant (except in the case of an emergency where Landlord shall only be required to provide telephonic notice followed by written notice the following business day), shall have the right to enter the Premises at reasonable times for the purpose of (a) inspecting the same, (b) showing the same to prospective purchasers or lenders, (c) showing the same to prospective lessees within three hundred sixty-five (365) days of the end of the Term, and (d) making such alterations, repairs, improvements or additions to the Premises or the Building as Landlord may be required to make pursuant to the terms hereof, provided that in the event of an emergency, Landlord and Landlord's agents may enter upon such time frame as is reasonable based on the circumstances, and shall provide simultaneous telephonic notice followed by written notice the next business day. The foregoing shall not be deemed to expand upon Landlord's obligations under this Lease nor to create any liability for Landlord's failure to act.

ARTICLE 32 SUBORDINATION AND NON-DISTURBANCE

32.1 Within fifteen (15) days after the execution of this Lease or as soon thereafter as Landlord places a mortgage on the Center, Landlord shall cause each holder of a lien upon the Premises (and/or the Center or Building of which the Premises are a part) to enter into a Subordination, Non-Disturbance and Attornment agreement, the form of which is attached hereto as **Exhibit G** (the "SNDA"), at no cost to Tenant. In the event that Tenant does not receive the SNDA on or before the Possession Date, Rent shall not be payable until Tenant receives such SNDA at which time the Rent shall be payable retroactively to the Rent Commencement Date (if applicable) and, notwithstanding anything in this Lease to the contrary, the Possession Date shall be delayed by one (1) day for each day following the Effective Date until the date that Tenant receives such SNDA unless Tenant takes possession of the Premises. Should any future holder of a lien upon the Premises whose lien is capable of foreclosure wish to become superior to this Lease, Tenant agrees to subordinate to such lienholder so long as Landlord has such lienholder execute for the benefit of Tenant, a Non-Disturbance Agreement in a form and of a substance acceptable to Tenant, the lienholder and Landlord, each on a reasonable basis, at no cost to Tenant other than Tenant's own legal fees, if any, in negotiating said document. The provisions of this Section to the contrary notwithstanding, this Lease shall remain in full force and effect for the full Term and any extension hereof, and a foreclosure under the deed of trust shall not terminate this Lease or affect Tenant's right of possession pursuant to this Lease.

ARTICLE 33 FORCE MAJEURE

33.1 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of nature, inability to obtain labor or materials or reasonable substitute therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise stated in this Lease to the contrary and except that

the foregoing shall not be applicable to any inability or difficulty due to financial matters or to any payments of Rent or otherwise).

ARTICLE 34 RIGHT TO CLOSE BUSINESS

34.1 Tenant shall open for business for a minimum of one (1) business day as a fully fixtured, staffed and stocked Chipotle, with Tenant's leasehold improvements being equivalent or better than the leasehold improvements for other new Chipotle restaurants then being opened in the Massachusetts area. Nothing set forth in this Lease shall be construed, in any manner whatsoever, as an express or implied covenant on the part of Tenant to thereafter continuously operate any business operations on the Premises, and Landlord specifically acknowledges that there is no covenant of continuous operation on the part of Tenant, express or implied. Tenant may, in its sole discretion, close its business at any time and for any reason whatsoever, including without limitation, for the following holidays: New Year's Day, Easter Sunday, July 4th, Thanksgiving Day, Christmas Day and any other holidays recognized by Tenant. No closing shall release Tenant from any of Tenant's obligations herein until such time as the Lease is terminated or expires by its terms. In the event that Tenant has failed to operate its business from the Premises for a period of either (a) sixty (60) consecutive days, or (b) one hundred fifty (150) days in any twenty-four (24) month period, and such failure is not due to remodeling, casualty or condemnation or other causes beyond the reasonable control of Tenant, and in each case Tenant is proceeding diligently to address such cause and to reopen for business, Landlord shall have the right (as Landlord's sole right and remedy due to such failure to operate, which is not intended to waive Landlord's other rights set forth in this Lease including, without limitation, with respect to a Tenant Default) to terminate this Lease and recapture the Premises by providing Tenant with written notice thereof at least thirty (30) days prior to the recapture date. Upon the recapture date, both Landlord and Tenant shall be released from any and all duties, liabilities and obligations under this Lease accruing on or after the recapture date.

ARTICLE 35 HAZARDOUS MATERIALS

35.1 Landlord represents and warrants that, to the best of Landlord's knowledge and except as set forth in Landlord's environmental reports entitled "Phase I Environmental Site Assessment, RIMS #12-006924-01-1, 81 Worcester Street Trust II, 881 Worcester Street, Natick Massachusetts, prepared by Hydro-Environmental Technologies, Inc., September 7, 2012, HEIT Project No. 013-403" and "Phase II Environmental Site Assessment, Building 19/Staples, 881 Worcester Street, Natick, Massachusetts, EBI Project No 1215000061, April 2, 2015, prepared for Crosspoint Associates, Inc., 300 Third Ave., Suite 2, Waltham, MA by EBI Consulting," a copy of which has been delivered to and approved by Tenant, (a) any handling, transportation, storage, treatment or usage of Hazardous Material (as defined below) that has occurred on the Premises or the Center, or the land on which the same are located, to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances; (b) the soil, groundwater and soil vapor on or under the Premises and the Center as of the Possession Date shall be free of Hazardous Material that is in excess of the levels permitted by applicable Laws; and (c) as of the Possession Date there shall be no underground storage tanks on the Premises or in the Center. Landlord, at its sole cost and expense, prior to the Possession Date, shall test for and remove any

lead-based paint, asbestos or asbestos contaminated materials from the Premises that are in excess of the levels permitted by applicable Laws, as defined below.

35.2 Landlord covenants that Landlord will during the Term of this Lease provide to Tenant a copy of all citations or notices of violations received from any governmental authority with regard to any Hazardous Material within five (5) business days of receipt by Landlord.

35.3 If any Hazardous Material is deposited, released, stored, disposed, discovered or present in or on the Premises, the Building, the Center or the land on which the same are located, Landlord, in a manner that complies with all applicable Laws (as defined below), shall at Landlord's cost and expense (except as it relates to Hazardous Materials introduced to the Premises or Center by Tenant, its employees, contractors, agents or, while in the Premises, its customers, in which event the expense shall be borne by Tenant) remove, transport and dispose of such materials and perform all remediation and cleanup of the Premises, the Building, the Center and land necessary pursuant to applicable Laws to remediate any damage to persons, property or the environment as a result of the presence of such Hazardous Material. Landlord covenants that Landlord shall be responsible for all costs incurred in complying with all federal, state and local laws, rules, regulations, guidelines, policies, codes and ordinances of any governmental body having jurisdiction over the same (individually and collectively "Laws") which relate to Hazardous Material that exists at any time in, on or about the Center and the Premises, and the land on which the same are located, including, without limitation, the cost of any required or necessary repair, remediation, cleanup, removal, disposal or detoxification, excluding however, Hazardous Materials introduced to the Premises or Center by Tenant, its employees, contractors, agents or, while in the Premises, its customers, in which event the expense shall be borne by Tenant.

35.4 Landlord covenants that it shall and hereby does indemnify, protect, defend and hold Tenant, its directors, officers, employees and agents and any successor to Tenant's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees), to the extent caused by, arising out of or related to Hazardous Material in excess of levels permitted by applicable Laws that exists at any time in, on or about the Center or the Premises, or the land on which the same are located, due to the acts of Landlord, Landlord's employees, agents or contractors, or that existed prior to the Possession Date (except that Landlord shall have no liability for Hazardous Materials to the extent caused by the introduction of such Hazardous Materials to the Premises of Center by Tenant, its employees, contractors, agents or, while in the Premises, its customers, in which event the expense shall be borne by Tenant and Tenant's indemnity set forth in Section 35.5 shall apply). In no event shall Landlord be liable for consequential, indirect or special damages with respect to Hazardous Materials including, without limitation, lost profits.

35.5 Tenant covenants that Tenant shall and hereby does indemnify, protect, defend and hold Landlord, its directors, officers, employees and agents and any successor to Landlord's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) to the extent caused by, arising out of or related to Hazardous Material in excess of levels permitted by applicable Laws that is introduced to the Premises or the Center by Tenant, its employees, contractors, agents or, while in the Premises,

its customers. In no event shall Tenant be liable for consequential, indirect or special damages with respect to Hazardous Materials including, without limitation, lost profits.

35.6 As used herein, the term "**Hazardous Material**" means petroleum products, asbestos, mold, and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable state, local or federal governmental authority, whether originating from the Premises or the Building, or the land on which the same are located, or migrating, flowing, percolating, diffusing or in any way moving onto or under the Premises or the Building. The provisions of this Article shall survive the termination of this Lease.

ARTICLE 36 TENANT IMPROVEMENT ALLOWANCE

36.1 Landlord shall pay to Tenant, within thirty (30) days after Tenant delivers to Landlord the TIA Documents, a tenant improvement allowance in an amount equal to Thirty Thousand Dollars (\$30,000.00) plus the credits, if any, listed on **Exhibit D** for the items of Landlord's Work to be performed by Tenant (collectively, the "**Tenant Improvement Allowance**"). The "**TIA Documents**" are (i) a permanent Certificate of Occupancy or equivalent (in which event Tenant shall remain responsible for obtaining the permanent Certificate of Occupancy as soon as possible, subject only to delays caused by Landlord), (ii) a Certificate of Completion from Tenant's architect, certifying that all of Tenant's work has been fully completed in accordance with Tenant's Plans and Specifications, (iii) a lien waiver from Tenant's general contractor indicating payment for all services and materials relating to Tenant's work and to the Premises and waiving all lien rights in connection therewith (provided the foregoing is not intended to relieve Tenant of liability with respect to all liens filed in connection with Tenant's work), (iv) confirmation that Tenant has opened for business, and (v) the first payment of Base Rent. For Federal income tax purposes, Landlord and Tenant agree that Landlord is the tax owner of Tenant's improvements constructed with the Tenant Improvement Allowance. In the event that Landlord fails to pay the Tenant Improvement Allowance to Tenant within said thirty (30) day period, and such failure continues for a period of ten (10) days after written notice to Landlord of the failure to timely pay the Tenant Improvement Allowance, Tenant shall thereafter have the right to offset the amount of the Tenant Improvement Allowance against any payment of Base Rent owed by Tenant to Landlord until Tenant is reimbursed in full.

ARTICLE 37 SECURITY INTEREST

37.1 Landlord waives all statutory and contractual liens or any other so-called "landlord's lien" which it may be entitled to assert against any of Tenant's property as security for the payment of Rent or the performance of any other obligation of Tenant hereunder. For purposes of this Section 37.1, Tenant's property shall be limited to personal property, furniture, fixtures, and trade fixtures that are not permanently attached to the Premises (and, in all events, Tenant shall be obligated to repair all damage caused by the removal of Tenant's property).

37.2 Tenant shall have the absolute right from time to time during the Term, and without Landlord's prior approval, written or otherwise, to grant and assign a mortgage or other security interest in Tenant's interest under the Lease and all of Tenant's property to Tenant's lenders in

connection with Tenant's financing arrangements for the Premises. Landlord agrees to execute such confirmation certificates and other documents as Tenant's lenders may reasonably request in connection with any such financing, in each case subject to Landlord's review and approval of the form and content thereof. For avoidance of doubt, Landlord shall not be obligated to agree to any document or other agreement that would reduce the obligations or liability of Tenant under this Lease or increase the obligations or liability of Landlord under this Lease.

ARTICLE 38 MISCELLANEOUS

38.1 This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding, whether oral or written, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by both of the parties in interest at the time of the modification. For the avoidance of doubt, the foregoing shall not be deemed to limit the effectiveness of the Guaranty.

38.2 The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

38.3 Wherever in this Lease the consent or approval of one party is required for an act of the other party, unless otherwise specified, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

38.4 Each of Landlord and Tenant represents that each individual executing this Lease on behalf of Landlord and Tenant is duly authorized to execute and deliver this Lease on its behalf.

38.5 The Article and Section captions and headings are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

38.6 Time is of the essence with respect to the obligations to be performed under this Lease. Notwithstanding anything herein to the contrary, whenever under the terms and provisions of this Lease the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

38.7 Each of Landlord and Tenant represents and warrants that it has not dealt with any broker in connection with this Lease, except for Landlord's Broker and Tenant's Broker, respectively. Landlord shall pay a commission to Landlord's Broker and Tenant's Broker in accordance with a separate agreement. Landlord shall indemnify and hold harmless Tenant from any payments owed to Landlord's Broker and Tenant's Broker. If Tenant's Broker is not paid in accordance with Tenant's Broker's agreement with Landlord, Tenant may make such payment and offset the amount thereof against any payment owed by Tenant to Landlord. Landlord warrants that Tenant shall not, as a direct or indirect result of execution of this Lease, be responsible to anyone, including, without limitation, real estate brokers or salespersons, for any fees or commissions. Landlord hereby indemnifies and holds Tenant harmless from and against any and all costs, expenses, claims, losses and liabilities arising out of the breach of this warranty.

38.8 No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other

provision. Each party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

38.9 Either Landlord or Tenant shall, upon the reasonable request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes in the form attached hereto as **Exhibit F**, which recording shall be at the expense of the party requesting same (and, if a short form memorandum is required by Tenant with respect to the SNDA, then Tenant shall be deemed to have requested the recording).

38.10 No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, all except as may be specifically set forth in this Lease.

38.11 This Lease shall be governed by the laws of the State where the Premises are located.

38.12 In the event of any proceeding, claim or action being filed or instituted between the parties with respect to this Lease (including the Guaranty), the prevailing party will be entitled to receive from the other party all reasonable costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award.

38.13 If Tenant or anyone claiming under it holds over after end of the Term, the party shall, prior to Landlord's acceptance of rent, be a tenant at sufferance, and, after Landlord's acceptance of rent, be a tenant-at-sufferance subject to the provisions of this Lease insofar as the same may be made applicable to a tenancy-at-sufferance; provided that (i) the Base Rent for the period of such tenancy shall be one hundred fifty percent (150%) of the Base Rent payable during the last Lease Year of the Term, and (ii) Tenant shall be liable for all damages incurred by Landlord (including consequential damages) as a result of the holding over.

38.14 For purposes of this Lease, the "**Effective Date**" shall be the later of the date that Tenant or Landlord executes this Lease.

38.15 This Lease may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

38.16 This Lease shall not be binding, nor shall either party have any obligations or liabilities or any rights with respect thereto, or with respect to the Premises, unless and until both parties have executed and delivered this Lease. Until such execution and delivery of this Lease, either party may terminate all negotiation and discussion of the subject matter hereof, without cause and for any reason, without recourse or liability.

38.17 Notwithstanding any provision of this Lease to the contrary, Tenant agrees for itself and each succeeding holder of Tenant's interest, or any portion thereof, that any judgment, decree or award obtained against Landlord, or any succeeding owner of Landlord's interest, which is related to this Lease, the Premises or the Center, whether at law or in equity, shall be satisfied out of Landlord's equity in the Center, including the rentals and sales proceeds therefrom to the extent

not previously distributed or payable to the mortgagee (subject to the terms of the SNDA), and further agrees to look only to such assets and to no other assets of Landlord for satisfaction, and in no event shall Tenant have the right to deduct any amount owed or allegedly owed to Tenant from any rent or other sums payable to Landlord. Tenant's sole remedy shall be an independent action against Landlord for such claim.

38.18 Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable for indirect, special or consequential damages (including, without limitation, lost profits) for any reason, or for any inconvenience, interruption or consequences resulting from the failure of utilities or any service, or for any loss, injury or damage caused by other tenants of the Center, their visitors, guests, invitees, employees, agents, contractors, or any other persons occupying or visiting any portion of the Center, or resulting from leaks of steam, gas, electricity, water, or any other substance from pipes, wires or other conduits, or from the bursting or stoppage thereof or from the roof or other parts of the Center, or for wetness or dampness for any reason, unless due to Landlord's, its agents', employees' or contractors' negligence or willful misconduct, provided that with respect to the roof, Landlord shall use commercially reasonable efforts to cure any water preparation problems (meaning any water that penetrates into the Premises due to a failure of Landlord to perform its obligations hereunder) in addition to any other problems Landlord is required to cure pursuant to its obligations under this Lease. For avoidance of doubt, the foregoing provisions of this Section 38.18 shall not be deemed to relieve Landlord of its maintenance and repair obligations in accordance with the terms of this Lease, and is intended only to address the issue of liability.

Notwithstanding any provision of this Lease to the contrary, Tenant shall not be liable for indirect, special or consequential damages (including, without limitation, lost profits) for any reason other than with respect to hold overs as set forth in Section 38.13 and environmental conditions.

38.19 Notwithstanding any provision of this Lease to the contrary, provided Landlord does not materially interfere with Tenant's use and enjoyment of the Premises, Tenant's business operations, the visibility of the Premises or Tenant's signage, ingress or egress, or parking so that same is reduced below the applicable legal requirements, Landlord reserves the right at any times during the Term and without charge, abatement or reduction in rent (i) intentionally omitted; (ii) to examine and to show the Premises at reasonable times in accordance with Section 31.1; (iii) to perform such work as may be required by this Lease, by Laws, by any public authority, or to facilitate making repairs or improvements to the Center; (iv) to make repairs which Tenant fails to make within thirty (30) days written notice and opportunity to cure (provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not have the right to make said repair if Tenant commenced such cure within said thirty (30) day period and thereafter prosecutes such cure to completion), unless any such work is of an emergency nature, in which case Landlord shall give reasonable notice and shall use reasonable efforts to minimize interference with Tenant's operations; (iv) to enlarge, reduce or alter the Center; (v) to enter upon, and use portions of, the Premises for the foregoing purposes; and (vi) to tow any of Tenant's employees' vehicles not parked in the designated area set forth in Section 38.25 hereof, or fine the employee or Tenant an amount equal to the local fine for illegal parking.

38.20 Notwithstanding any provision of this Lease to the contrary, each term and each provision of this Lease to be performed by Tenant shall be construed to be both an independent covenant and condition.

38.21 Notwithstanding any provision of this Lease to the contrary, acts to be done by Tenant or Landlord pursuant to this Lease shall be at the cost and expense of such party unless a contrary intent is expressed.

38.22 Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the U.S. Bank Secrecy Act of 1970 as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 10756, the "Patriot Act") prohibit certain property transfers. Tenant hereby represents and warrants to Landlord (which representations and warranties shall be deemed to be continuing and re-made at all times during the Lease Term) that neither Tenant nor any manager, beneficiary, partner, or principal of Tenant nor any of their respective agents is subject to or in violation of the Executive Order, that none of them is listed on or is owned or controlled by, or acting on behalf of any person listed on the United States Department of the Treasury Office of Foreign Assets Control list of "Specially Designated Nationals and Blocked Persons" as modified from time to time, and that none of them is otherwise subject to or in violation of the provisions of the Executive Order or the Patriot Act or is a person with whom Tenant is prohibited from dealing with or otherwise engaging with in accordance with the Executive Order or the Patriot Act. The most current list of "Specially Designated Nationals and Blocked Persons" can be found at the following web site: <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>. Tenant shall from time to time, within ten days after request by Landlord, deliver to Landlord any certification or other evidence requested from time to time by Landlord in its reasonable discretion, confirming Tenant's compliance with these provisions. No Assignment or Subletting shall be effective unless and until the assignee or subtenant thereunder delivers to Landlord written confirmation of such person's compliance with the provisions of this subsection, in form and content reasonably satisfactory to Landlord. If for any reason the representations and warranties set forth in this subsection, or any certificate or other evidence of compliance delivered to Landlord hereunder, is untrue in any respect when made or delivered, or thereafter becomes untrue in any respect, then a Tenant Default under Section 20.1(b) hereof shall be deemed to have occurred (provided that Landlord shall incur no liability with respect thereto). Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord harmless from and against, any and all liabilities, losses claims, damages, penalties, fines, and costs (including reasonable attorney's fees) arising from or related to the breach of any of the foregoing representations, warranties, and duties of Tenant. The provisions of this subsection shall survive the expiration or earlier termination of this Lease for the longest period permitted by law.

Landlord hereby represents and warrants to Tenant (which representations and warranties shall be deemed to be continuing and re-made at all times during the Lease Term) that neither Landlord nor any stockholder, manager, beneficiary, partner, or principal of Landlord nor any of their respective agents is subject to or in violation of the Executive Order, that none of them is listed on or is owned or controlled by, or acting on behalf of any person listed on the United States Department of the Treasury Office of Foreign Assets Control list of "Specially Designated Nationals and Blocked Persons" as modified from time to time, and that none of them is otherwise subject to or in violation of the provisions of the Executive Order or the Patriot Act or is a person

with whom Landlord is prohibited from dealing with or otherwise engaging with in accordance with the Executive Order or the Patriot Act. The most current list of "Specially Designated Nationals and Blocked Persons" can be found at the following web site: <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>. Landlord shall from time to time, within ten days after request by Tenant, deliver to Tenant any certification or other evidence requested from time to time by Tenant in its reasonable discretion, confirming Landlord's compliance with these provisions. If for any reason the representations and warranties set forth in this subsection, or any certificate or other evidence of compliance delivered to Tenant hereunder, is untrue in any respect when made or delivered, or thereafter becomes untrue in any respect, then a default by Landlord under Section 21.1 hereof shall be deemed to have occurred (provided that Tenant shall incur no liability with respect thereto). Landlord shall indemnify, defend with counsel reasonably acceptable to Tenant, and hold Tenant harmless from and against, any and all liabilities, losses claims, damages, penalties, fines, and costs (including reasonable attorney's fees) arising from or related to the breach of any of the foregoing representations, warranties, and duties of Landlord. The provisions of this subsection shall survive the expiration or earlier termination of this Lease for the longest period permitted by law.

38.23 Landlord reserves the right to submit the Premises, the Building and the Center to a condominium regime in accordance with applicable laws, provided that any and all condominium documents and agreements, including any declarations, shall not reduce Landlord's obligations under this Lease [provided that to the extent the condominium association assumes the obligations for certain matters that otherwise would be Landlord's obligation under this Lease (such as Common Area maintenance), then Landlord's sole obligation shall be to use reasonable efforts to enforce the condominium documents with respect thereto], increase Tenant's obligations under this Lease, cause any material interference with Tenant's business, or materially change the terms of this Lease.

38.24 Tenant shall (a) abide by reasonable rules and regulations made by Landlord from time to time, which Landlord shall enforce in a non-discriminatory manner against all tenants of the Center, which shall be provided in advance in writing to Tenant and which are attached hereto as Exhibit I (the "**Rules and Regulations**") (and in the event of a conflict between the Rules and Regulations and this Lease, the terms of this Lease shall control) and (b) not violate the terms of any warranties or guaranties.

38.25 Notwithstanding any provision to the contrary, Tenant shall require Tenant's employees (and, if applicable, contractors and agents) to park only in the area designated by Landlord for employee parking (so long as the same are well lit and within reasonable proximity to the Premises) shown in the area on Exhibit J attached hereto (and referred to herein as the "**Employee Parking Area**", which Employee Parking Area may be relocated in whole or in part from time to time during the Term), and, upon fifteen (15) days of Landlord's request, Tenant shall advise Landlord of the license plate registration numbers of Tenant's employee's cars in the Center. Landlord reserves the right to change the location of the Employee Parking Area during the Term so long as Landlord provides written notice of same to Tenant, and provided that the area is well lit and within reasonable proximity to the Premises.

38.26 Tenant shall deliver to Landlord, within sixty (60) days after the end of each calendar year during the Term, a statement certified by an officer of the Tenant entity setting forth the gross amounts for sales and services during the prior calendar year.

ARTICLE 39
EXHIBITS AND ADDENDA

39.1 The exhibits and addenda listed below are incorporated by reference in this Lease:

Exhibit A: Site Plan.

Exhibit A-1: Legal Description.

Exhibit B: Dimensions of Premises.

Exhibit C: Tenant's Signage.

Exhibit D: Landlord's Work.

Exhibit E: Stipulation of Term of Lease.

Exhibit F: Memorandum of Lease.

Exhibit G: Subordination, Non-Disturbance and Attornment Agreement.

Exhibit H: Guaranty of Lease.

Exhibit I: Rules and Regulations.

Exhibit J: Employee Parking Area.

Exhibit K: Use Restrictions

ARTICLE 40
GUARANTY

40.1 Contemporaneously with the execution of this Lease, Chipotle Mexican Grill, Inc., a Delaware corporation, shall execute a Guaranty in the form attached hereto as **Exhibit H**.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

LANDLORD:
9-27 Natick, LLC,
a Massachusetts limited liability company

By: _____

Name: John W. Hueber

Title: Manager

Date: 5/15/2017

Landlord's Federal Tax Identification Number
(provided outside of the Lease)

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: _____

Name: Mark Crumpacker

Title: Chief Marketing and Development
Officer

Date: 4/11/17

SITE PLAN

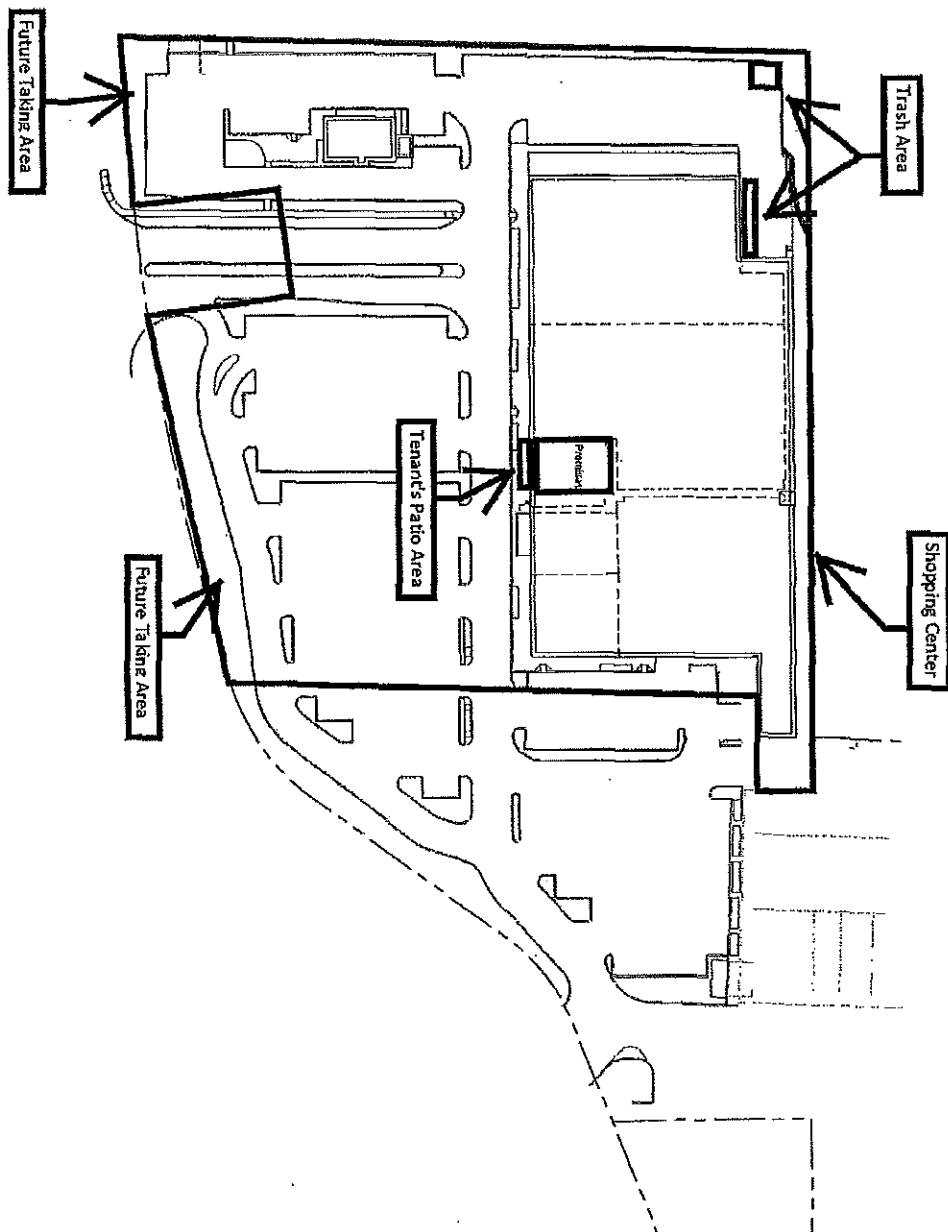


EXHIBIT A-1
LEGAL DESCRIPTION

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE**

Agent's File No. 150445

SCHEDULE C

The Land referred to in this Commitment is described as follows:

PARCEL 1: All that certain tract or parcel of land, together with all buildings, structures and improvements now or hereafter located on said land, more particularly described as follows:

The land in Natick, Middlesex County, Massachusetts, situated on the Easterly side of the ramp leading from Worcester Street (Route 9) to North Main Street and on the Easterly side of said North Main Street, bounded and described as follows:

WESTERLY	by North Main Street and said ramp, Four Hundred Ninety-One and 92/100 (491.92) feet;
NORTHERLY	by land now or formerly of George Sellow, Jr. and George Sellow et al as shown on the first plan hereinafter referred to, Five Hundred Twenty and 70/100 (520.70) feet;
EASTERLY	by land now or formerly of the Town of Natick as shown on said plan, Four Hundred Fifty-Three and 63/100 (453.63) feet;
SOUTHEASTERLY	by Lot No. 2 as shown on said plan, Thirty-Five and 67/100 (35.67) feet; and
SOUTHERLY	by said Lot No. 2, Four Hundred Twenty-One and 70/100 (421.70) feet.

The parcel described above shown as Lot No. 1 on "Plan of Land in Natick, Mass.," dated February 21, 1957, by McCarthy Engineering Service, Inc., recorded in Middlesex County South District Registry of Deeds in Book 8922 at Page 423. The parcel contains 237,289 square feet according to said plan.

PARCEL 2: A certain parcel of land in Natick, Middlesex County, Massachusetts, shown on a plan entitled "Plan of Land in Natick, Mass.," dated October 21, 1958, made by McCarthy Engineering Services, Inc., recorded with Middlesex South District Registry of Deeds at the end of Book 9274 and bounded and described as follows:

Commencing at the point in the boundary line between land now or formerly of the Town of Natick and Lot No. 1 shown on said plan distant Four Hundred Fifty-Three and 63/100 (453.63) feet Southerly from a drill hole in a stone bound situated at the Northeast corner of said Lot No. 1 as shown on said plan;

THENCE RUNNING S 07°23' 25" E, One Hundred (100) feet;

THENCE TURNING and running S 82° 36' 25" W, Forty-Two (42) feet;

THENCE TURNING and running N 07°23' 25" W, Seventy and 95/100 (70.95) feet;

THENCE TURNING and running N 83° 54' 17" E, by said Lot No. 1 Twenty (20 feet); and

THENCE TURNING and running N 26° 42' 05" E, by said Lot No. 1 Thirty-Five and 67/100 (35.67) feet, to the point of beginning.

Said premises are marked "Supplementary Parcel" on said plan and contain 3,259 square feet, more or less, according to said plan.

Excepting so much of the land as was taken by the Commonwealth of Massachusetts in Order of Taking dated February 4, 1976 and recorded in Book 12936, Page 271.

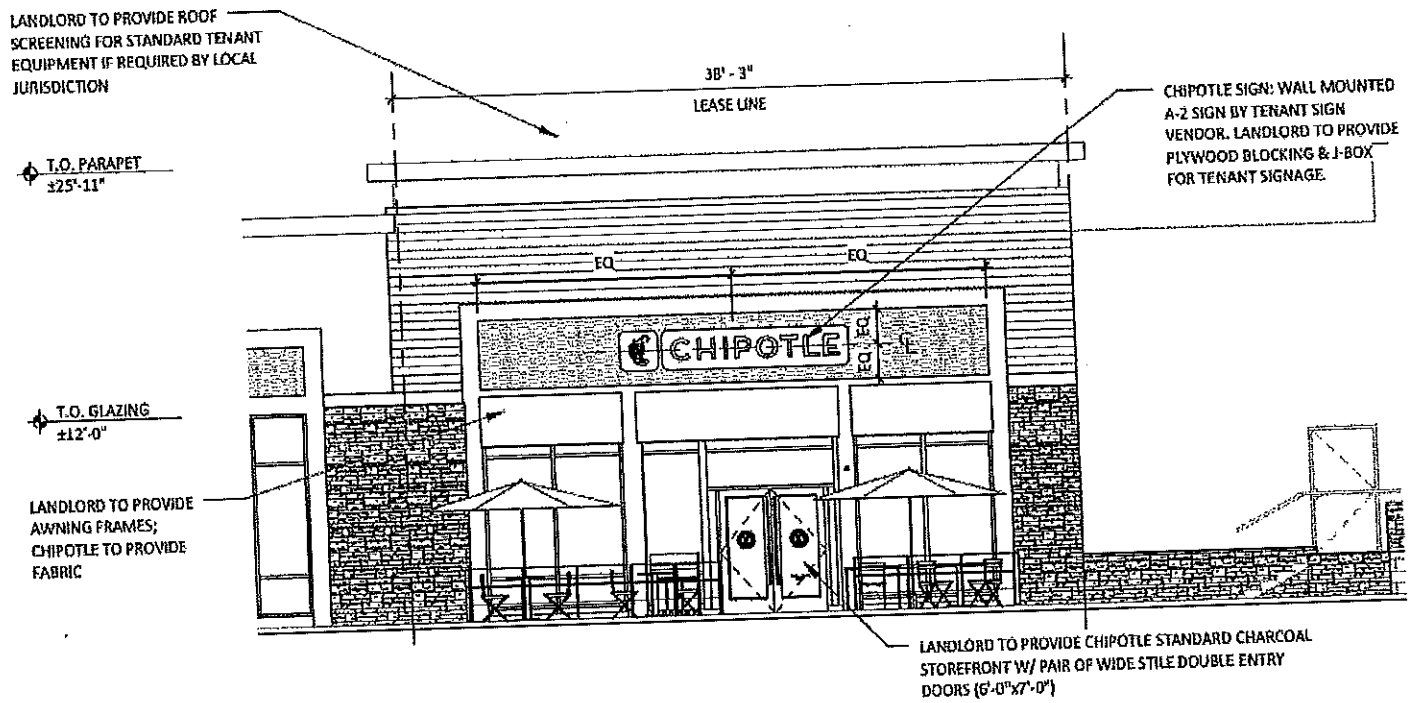
Exact square footage is not insured.

DIMENSIONS OF PREMISES



EXHIBIT C

TENANT'S SIGNAGE



NOTE: FINAL FACADE DESIGN T.B.D.

EXHIBIT D

LANDLORD'S WORK

Chipotle Mexican Grill Work Letter

Landlord shall provide:

1. **Electrical Service:** One code-compliant 400 amp, 120/208 volt, 3-phase, 4-wire separately metered service capable of supplying 120 KVA brought to 400 amp fused disconnect switch (to be NEMA 3R rain tight in exterior installations) or 400 amp circuit breaker. Any related electric utility company charges shall be paid by Landlord. Landlord shall provide one set 400A copper THHN conductors, to be 4-500 KCMIL, #1/0 G in 3-1/2" C. for conductor lengths up to 250 feet or 4-600 KCMIL, #1/0 G in 4" C. for conductor lengths over 250 feet, from main disconnect to expandable panel board located within the Premises as determined by Tenant in accordance with Landlord approved Tenant's plans for the Premises.
2. **Fire Alarm:** Landlord shall furnish and install a code compliant central building alarm system and all on-Premises alarm devices suitable for Tenants service: one (1) annunciator panel (at location approved by Tenant) and interface to building system, one (1) horn and strobe and pull station, including any other requirements of the local jurisdiction. Landlord to coordinate with Tenant regarding required fire alarm provisions and integration with base building system.
3. **Natural Gas:** Landlord shall furnish and install separately metered minimum 1600MBH natural gas service with delivery pressure of 7" water column to a location with shutoff within the Premises. Location as determined by Tenant in accordance with Landlord approved Tenant's plans for the Premises. All related natural gas utility company charges shall be paid by Landlord. Final actual load shall be furnished to Landlord by Tenant at completion of construction documents.
4. **Water:** Landlord shall furnish and install separately metered 1.5" or greater domestic water supply line capable of delivering a minimum of 45 gallons per min at 60 psi, routed to a location with shutoff within the Premises. Location as determined by Tenant in accordance with Landlord approved Tenant's plans for the Premises. All related tap, system, fixture, meter fees, and/or development fees shall be paid by Landlord.
5. **Telephone:** Landlord shall furnish and install 1" conduit stubbed at rear of the Premises originating from property's joint telephone point of demarcation.
6. **Sewer:** Landlord shall furnish and install two (2) six-inch minimum sanitary sewer lines with minimum invert elevation of 48 inches, one line leading to code-compliant exterior grease interceptor with invert as necessary to accommodate 2,500 gallon grease interceptor installation requirements, and one line bypassing grease interceptor with minimum invert elevation of 48 inches. All related tap, system, fixture, and/or development fees shall be paid by Landlord. Landlord shall provide and install grease interceptor for Tenant's

exclusive use as required by local codes. Grease interceptor to be maintained by Tenant when for exclusive use. Tenant understands that grease interceptor may become for shared use, at which point it will be maintained by Landlord and Tenant shall pay its proportionate share for such maintenance. Tenant, as required by code, to install an interior grease trap for its exclusive use to be maintained by Tenant.

7. **HVAC: Landlord shall provide and install** 1 nominal ton of cooling capacity per 140sf (minimum) supplied by two high-efficiency, gas/electric TRANE rooftop units in accordance with the specifications contained in the Landlord approved Tenant plans, including economizer option and factory programmed light-stats, which shall serve the Premises exclusively. Landlord to follow detailed specifications provided by tenant, not limited to units, tonnage and installation location.

Landlord shall provide adequate structural engineering, documentation and construction of all penetrations curbs and related flashings to accommodate the following:

- | | |
|--------------------------|----------------------|
| i. HVAC RTUs | 2,000 lbs each unit. |
| ii. Makeup Air Unit | 800 lbs. |
| iii. Grease Exhaust fan: | 200 lbs. |
| iv. Grease Exhaust hood: | 800 lbs. |

- a. Landlord to coordinate installation of RTU's and curbs with Tenant construction manager.
- b. Roof and/or shell insulation to meet local code.
- c. Landlord agrees Tenant shall have right to place mechanical equipment upon roof or other functionally appropriate location on or about Premises as is necessary and typical for restaurant use.
8. **Floor: Landlord shall provide** sound 4-inch WWF-reinforced concrete slab on grade with control joints every twelve (12) feet each direction, level, smooth (two-pass steel trowel finish) and free of debris, curing residue and adhesives; suitable for receiving chemical sealer. If Tenant receives credit, (\$6 psf) for concrete slab, exposed sub-grade will be compacted to measure acceptable to Tenant.
9. **Shafts and Enclosures: Landlord shall provide** adequately sized ductwork path and access thereto approved by Tenant for kitchen hood exhaust/HVAC system. Landlord shall cause any rated assemblies provided by Landlord to be permitted by appropriate jurisdiction and constructed in compliance with all local codes.
10. **Roof Screening: Landlord shall provide** required screening for Tenant's standard rooftop-mounted equipment sufficient to meet applicable local covenants, codes and ordinances.
11. **Fire Sprinkler: Landlord shall provide** fire suppression system to meet local ordinances for Tenant's intended use as anticipated by this Lease. Modifications to said system shall be at expense of Tenant. All related tap, system, fixture, and/or development

fees shall be paid by Landlord. Main sprinkler line to be no lower than 14'6" A.F.F. and have a functioning flow switch if required by code.

12. **Trash and Waste:** Landlord shall provide convenient well lighted area for Tenant's shared use that is constructed per Tenant plans that meets the following criteria: (i) an eight (8) Cubic Yard trash dumpster for Tenant's shared use (ii) grease receptacle for Tenant's shared use (iii) an eight (8) cubic Yard cardboard dumpster for Tenant's shared use Location to be discussed further and agreed to by Tenant and Landlord.

Landlord shall construct pad and enclosure for any access, height, and drainage requirements with local codes, jurisdictions, and waste removal authorities.

13. **Walls:** Furnish and install a minimum 6" steel studs, at 16" on center, and 5/8" gypsum board demising wall assembly to meet local code, storefront bulkhead, and rear walls, all to roof deck, taped (fire-taped/caulked if required) skimmed, filled (all penetrations fire-sealed if required), and sanded to smooth finish and prepared to receive paint. All exterior walls shall have steel studs and/or furring with insulation shall that meets all local codes, drywall finish ready for paint.
14. **Storefront:** Landlord shall provide a Charcoal Permafluor glazing system by American Products, Inc. (API) or equal with clear insulated Low E glass and wide stile double entry doors, double glazed (6'-0" x 7'-0") acting door with a small format interchangeable core, keyed on one (1) side, exterior only and one (1) single, double glazed (3'-0" x 7'-0") acting door with a small format interchangeable core as designed by Tenant's architect and in accordance with Tenant's plans. All entry doors shall have code-compliant panic hardware. If impact-rated glazing system required by code, Landlord shall provide such system. All exterior glass to be 1" insulated, whether new or existing.
15. **Rear Door:** Landlord to provide 3'6" hollow-metal rear door with 120° peephole and code-compliant panic hardware, final location to be determined as shown on LOD attached to executed Lease. Landlord.
16. **Roof Access:** Landlord to provide permanent, code compliant and OSHA-approved access to roof system for Tenant's use. Landlord shall coordinate roof access with Tenant as necessary.
17. **Special Provisions:**
- a. Landlord shall treat for and exterminate any infestation of rodents, termites, carpenter ants or other insects or growths.
 - b. Landlord shall provide for repair of damage caused by any such infestation.
18. **Hazardous Materials:** Landlord shall abate asbestos, mold, and /or any other hazardous materials if determined to be present.
19. **Restrooms:** Landlord shall provide two (2) ADA-accessible restrooms. Provided with

toilet, lavatory, exhaust fan, standard light fixture with electrical outlet and required accessories as designed by Tenant's architect/engineer and in accordance with Tenant's plans; [or \$16,000.00 credit; accounts for plumbing sanitary tie in and water supply, framing, all finishes, fixtures, accessories, doors and hardware].

20. **Patio: Landlord shall furnish** the concrete slab for the patio in accordance with local code and Tenant's plans.
21. **Parking lot:** Parking lot per all applicable codes.

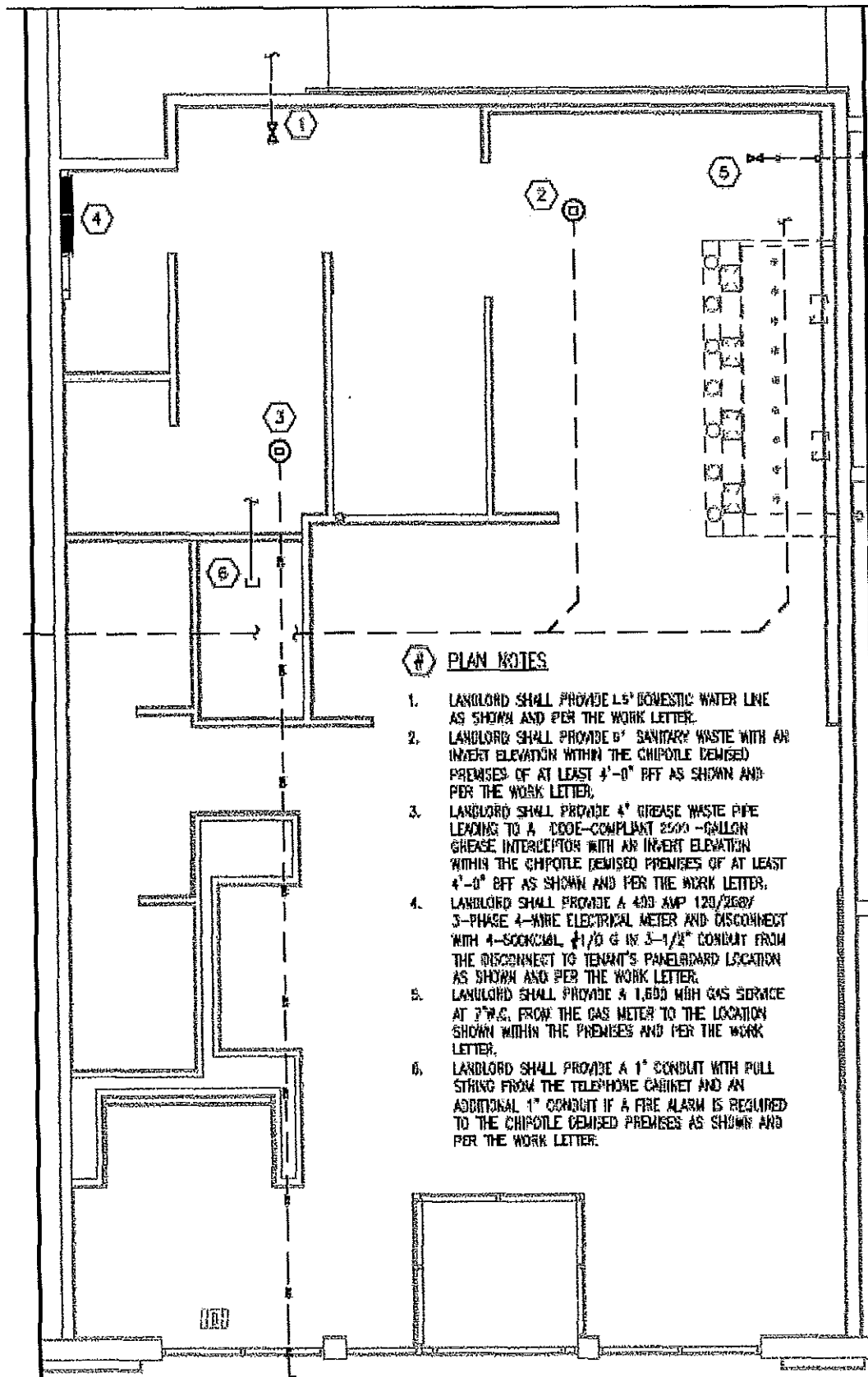


EXHIBIT E

STIPULATION OF TERM OF LEASE

CHIPOTLE SITE: Natick 9-27 #20-2987

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this _____ day of _____, 20__ by **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company ("Tenant") and **9-27 Natick, LLC**, a Massachusetts limited liability company ("Landlord"), with respect to that certain Lease dated _____, 2017, as the same may have been amended (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of approximately 2,301 square feet and being known generally by street and number as 219 North Main Street, located in **Natick, Massachusetts** (the "Premises").

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

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

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

LANDLORD:
9-27 Natick, LLC,
a Massachusetts limited liability company

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: _____

By: _____

Name: John W. Hueber

Name: Mark Crumpacker

Title: Manager

Title: Chief Marketing and Development
Officer

EXHIBIT F

MEMORANDUM OF LEASE

This Memorandum of Lease is made this ____ day of _____, 2017, by and between **9-27 Natick, LLC**, a Massachusetts limited liability company ("Landlord"), whose address is 300 Third Avenue, Suite 2, Waltham, Massachusetts 02451, and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company ("Tenant"), whose address is 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202.

1. Leased Premises. Landlord hereby grants, demises and leases to Tenant, and Tenant hereby leases from Landlord, the Premises with improvements and appurtenant easements, if any, containing approximately 2,301 square feet and designated as 219 North Main Street, Natick, Massachusetts (being the current address or currently anticipated address, and subject to change by the United States Post Office) ("Premises"), situated in the building and surrounding land known as _____, in the City of Natick, County of Middlesex, State of Massachusetts, which land is described on Exhibit A, attached hereto and made a part of this Memorandum of Lease.

2. Term. To have and to hold for a term commencing on _____, 20____, and ending _____, 20____.

3. Option to Extend. Landlord grants to Tenant the option to extend the term of the lease at the expiration of the original term for two (2) successive periods of five (5) years each aggregating ten (10) years.

4. Exclusive Use. Landlord agrees *[insert exact language from the Lease and an additional exhibit for the restricted property.]*

5. Successors and Assigns. The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective personal representatives, executors, successors, heirs and assigns and shall run with the land.

6. Memorandum. The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease dated _____ ("Lease") and executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant or their authorized representatives or officers have signed This Memorandum of Lease this ____ day of _____, 2017.

LANDLORD:
9-27 Natick, LLC,
a Massachusetts limited liability company

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: _____

Name: John W Hueber

Title: Manager

By: _____

Name: Mark Crumpacker

Title: Chief Marketing and Development
Officer

ATTEST:

By: _____

WITNESS

ATTEST:

By: _____

WITNESS

[ATTACH ACKNOWLEDGEMENTS]

Attachment – Exhibit A

Please Return to:
Messner Reeves LLP
1430 Wynkoop Street, Suite 300
Denver, CO 80202
Attention: Ellen Seo

EXHIBIT G

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[NOTE: TO BE INSERTED UPON COMPLETION OF NEGOTIATION.]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement made on _____, 2017, by and among Landlord, Tenant and Lender, all as hereinafter defined;

WITNESSETH:

IN CONSIDERATION OF TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Landlord, Tenant and Lender hereby covenant and agree as follows:

1. For purposes of this agreement the following terms shall be defined as set forth below:

A. Assignment of Leases: That certain Assignment of Lessor's Interest in Leases, Rents, and Profits affecting the Landlord's interest in the Lease to be executed by Landlord in favor of Lender and to be recorded in the Middlesex South Registry of Deeds (the "Registry").

B. Mortgage: That certain Mortgage and Security Agreement and Financing Statement to be executed by Landlord in favor of Lender, conveying Landlord's interest in the Property to Lender and to be recorded in the Registry (included in the term are all amendments, additions and substitutions thereof).

C. Landlord: 9-27 Natick, LLC

D. Lease: That certain Lease by and between Landlord and Tenant dated April ____, 2017, affecting the Property.

E. Property: All that tract or parcel of land lying and being in Middlesex County, Massachusetts, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

F. Tenant: Chipotle Mexican Grill of Colorado, LLC

G. Lender: Middlesex Savings Bank

2. Subject to the terms of the Lease and Lender's grant of non-disturbance to Tenant in accordance therewith, Tenant has subordinated and does hereby subordinate all of its rights in and to the Property and in and to the Lease (including any options to purchase) to the following: (i) the Mortgage; (ii) any, and all renewals, substitutions, extensions, modifications, replacements or amendments of the Mortgage; (iii) all loan documents executed in connection with the Mortgage including, without limitation, the Assignment of Leases; and (iv) all indebtedness secured by the Mortgage and all advances made pursuant thereto prior to or after the date hereof. Notwithstanding anything to the contrary contained herein or in the Lease, any interest of Tenant in any right of first refusal contained in the Lease shall not be binding upon

Lender at a foreclosure sale of the Property, upon any purchaser at a foreclosure sale of the Property or upon a transfer of the Property by Lender by deed in lieu of foreclosure.

3. Tenant shall give written notice to Lender of any default of Landlord under the Lease (at the time it gives said notice to Landlord) and agrees that Lender shall have the time periods set forth in the Lease for cure to cure said Landlord default.

4. So long as Tenant is not in default, beyond any applicable notice and cure period, under the Lease in the payment of rent or additional rent or in the performance of any of the terms, or conditions of the Lease, Lender covenants and agrees that possession of the demised premises under the Lease and the rights and privileges of Tenant under the Lease shall not be diminished or interfered with by the Lender in the exercise of any of its rights under the Mortgage.

5. If Lender, its successors or assigns shall succeed to the interest of Landlord under the Lease in any manner, or if any other person or entity shall acquire Landlord's interest in the Property upon any foreclosure of the Mortgage (Lender, its successors or assigns, or such other person or entity, as the case may be, being hereinafter referred to as "Successor Landlord"), Tenant shall attorn to Successor Landlord upon such succession or foreclosure sale and shall recognize Successor Landlord as the landlord under the Lease, and the Lease shall remain in full force and effect and shall inure to the benefit of Successor Landlord as landlord thereunder. Such attornment shall be effective and self-operative without the execution of any further instrument. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any commercially reasonable instrument or certificate that may be necessary or appropriate to evidence such attornment. From and after any such attornment, Successor Landlord shall be bound to Tenant under all the terms, covenants and conditions of the Lease, except that Successor Landlord shall not (a) be liable for any act or omission of any prior landlord (including Landlord) unless such act or omission is of a continuing nature; or (b) be subject to any offset or defenses which Tenant might have against any prior landlord (including Landlord), except for matters of a continuing nature; or (c) be bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or (d) bound by any material amendment or modification of the Lease, including but not limited to amendments or modifications that decrease the rent due under the Lease, shorten the term, or materially increase the landlord's obligations thereunder without the consent of Lender.

6. The agreements herein contained shall bind and inure to the benefit of successors in interest of the parties hereto.

7. This instrument shall be governed by the laws of the Commonwealth of Massachusetts.

[signature page follows]

IN WITNESS WHEREOF, the undersigned Tenant has hereunto caused this instrument to be executed by its duly authorized corporate officials and its corporate seal to be affixed hereto as of the day and year first above written.

TENANT:
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

By: _____
Name: Derek Bogue
Its: Lease Administration Manager

STATE OF/COMMONWEALTH OF _____

_____, ss.

On this ____ day of April, 2017, before me, the undersigned notary public, personally appeared Derek Bogue proved to me through satisfactory evidence of identification, which was Lease Administration Manager, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said Lease Administration Manager of Tenant.

_____, Notary Public
My commission expires:

(SNDA)

LANDLORD:
9-27 Natick, LLC

By: _____
John W. Hueber, its Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared John W. Hueber proved to me through satisfactory evidence of identification, which was Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said manager of the Landlord, 9-27 Natick, LLC.

_____, Notary Public
My commission expires:

(SNDA)

LENDER:
MIDDLESEX SAVINGS BANK

By: _____
Name: _____
Its: _____

STATE OF/Commonwealth of _____

_____, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said _____ of the _____.

_____, Notary Public
My commission expires:

(SND A)

EXHIBIT A LEGAL DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

Agent's File No. 150445

SCHEDULE C

The Land referred to in this Commitment is described as follows:

PARCEL 1: All that certain tract or parcel of land, together with all buildings, structures and improvements now or hereafter located on said land, more particularly described as follows:

The land in Natick, Middlesex County, Massachusetts, situated on the Easterly side of the ramp leading from Worcester Street (Route 9) to North Main Street and on the Easterly side of said North Main Street, bounded and described as follows:

WESTERLY	by North Main Street and said ramp, Four Hundred Ninety-One and 92/100 (491.92) feet;
NORTHERLY	by land now or formerly of George Sellew, Jr. and George Sellew et al as shown on the first plan hereinafter referred to, Five Hundred Twenty and 70/100 (520.70) feet;
EASTERLY 63/100 (453.63) feet;	by land now or formerly of the Town of Natick as shown on said plan, Four Hundred Fifty-Three and 63/100 (453.63) feet;
SOUTHEASTERLY	by Lot No. 2 as shown on said plan, Thirty-Five and 67/100 (35.67) feet; and
SOUTHERLY	by said Lot No. 2, Four Hundred Twenty-One and 70/100 (421.70) feet.

The parcel described above shown as Lot No. 1 on "Plan of Land in Natick, Mass.," dated February 21, 1957, by McCarthy Engineering Service, Inc., recorded in Middlesex County South District Registry of Deeds in Book 8922 at Page 423. The parcel contains 237,289 square feet according to said plan.

PARCEL 2: A certain parcel of land in Natick, Middlesex County, Massachusetts, shown on a plan entitled "Plan of Land in Natick, Mass.," dated October 21, 1958, made by McCarthy Engineering Services, Inc., recorded with Middlesex South District Registry of Deeds at the end of Book 9274 and bounded and described as follows:

Commencing at the point in the boundary line between land now or formerly of the Town of Natick and Lot No. 1 shown on said plan distant Four Hundred Fifty-Three and 63/100 (453.63) feet Southerly from a drill hole in a stone bound situated at the Northeast corner of said Lot No. 1 as shown on said plan;

THENCE RUNNING S 07°23' 25" E, One Hundred (100) feet;

THENCE TURNING and running S 82° 36' 25" W, Forty-Two (42) feet;

THENCE TURNING and running N 07°23' 25" W, Seventy and 95/100 (70.95) feet;

THENCE TURNING and running N 83° 54' 17" E, by said Lot No. 1 Twenty (20 feet); and

THENCE TURNING and running N 26° 42' 05" E, by said Lot No. 1 Thirty-Five and 67/100 (35.67) feet, to the point of beginning.

Said premises are marked "Supplementary Parcel" on said plan and contain 3,259 square feet, more or less, according to said plan.

Excepting so much of the land as was taken by the Commonwealth of Massachusetts in Order of Taking dated February 4, 1976 and recorded in Book 12936, Page 271.

Exact square footage is not insured.

EXHIBIT H

GUARANTY OF LEASE

For and in consideration of the execution of a lease ("Lease") of even date herewith between **9-27 Natick, LLC**, a Massachusetts limited liability company, as Landlord, and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company, as Tenant, whereby certain space located in the City of Natick, and Commonwealth of Massachusetts are demised to Tenant upon the terms, covenants, and conditions contained in the Lease, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, **Chipotle Mexican Grill, Inc.**, a Delaware corporation, ("Guarantor") hereby covenants and agrees as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees to Landlord and Landlord's successors and assigns the prompt payment of rent and other sums of money and the full and timely performance of the covenants and agreements to be made and performed by Tenant under the Lease (collectively the "Obligations"). If Tenant shall at any time and in any manner default in the payment or performance of any of the Obligations, then the Guarantor shall immediately: (i) pay to Landlord the full amount of any defaulted Obligations and other sums then or thereafter due under the Lease; (ii) fully satisfy and perform any defaulted Obligation; and (iii) pay to Landlord the amount of damages, costs, and expenses incurred by Landlord by reason of such default and any subsequent default by Tenant.
2. This Guaranty of Lease is absolute and unconditional, and shall continue in full force and effect without in any way being affected by: (i) the bankruptcy or insolvency of Tenant or its successors or assigns; (ii) the lack of notice to Guarantor of any default by Tenant under the Lease; (iii) modifications of or amendments to the Lease; or (iv) the disaffirmance or abandonment by any trustee or receiver of Tenant or its successors or assigns.
3. The obligations of Guarantor hereunder shall in no way be affected or impaired by Landlord's assertion of any rights against Tenant.
4. Guarantor hereby expressly waives notice of non-payment, non-performance, or non-observance and proof, notice, and demand of or for the foregoing. Guarantor agrees that the validity of this instrument and all obligations of Guarantor hereunder shall continue as to any modification of the Lease, throughout the Lease term, and during any period that Tenant shall occupy the Premises demised in the Lease.
5. Guarantor shall be liable under this Guaranty of Lease notwithstanding the assignment or transfer of the Lease or the subletting of the Premises, by operation of law or otherwise.
6. This Guaranty of Lease may not be amended, modified, discharged, or terminated in any manner unless in writing signed by both Landlord and Guarantor, each in its sole and absolute discretion.

7. The obligations of Guarantor hereunder shall not, to the extent permitted by law, be affected, modified, or impaired by any event, action, claim, or defense concerning Guarantor which could result in the release or discharge of Guarantor from the observance or performance of any obligations or agreement of Guarantor hereunder.
8. Guarantor further agrees that the Guarantor's liability under this Guaranty shall be primary, and that in any right of action which shall accrue to Landlord under the Lease, Landlord may, at Landlord's option, proceed against the Guarantor and Tenant, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against Tenant. In addition to any other remedies Landlord may have against the Guarantor and the obligation of the Guarantor to Landlord, in the event of any proceeding, claim or action being filed or instituted between the parties with respect to this Guaranty, the prevailing party will be entitled to receive from the other party all reasonable costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award. No party liable under this Guaranty shall be entitled to rights of subrogation against any party or interest in the Lease before the full performance and observance of all covenants, conditions and agreements of the Lease.
9. It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for any subsequent performance or observance of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.
10. It is further agreed that all of the terms and provisions hereof shall be binding upon the respective heirs, executors, administrators and assigns of the Guarantor.

WITNESS THE EXECUTION UNDER SEAL HEREOF as of April __, 2017

CHIPOTLE MEXICAN GRILL, INC.,
a Delaware corporation

By: _____
Name: Mark Crumpacker
Its: Chief Marketing and Development
Officer

STATE OF COLORADO)
) ss:
CITY & COUNTY OF DENVER)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Mark Crumpacker, the Chief Marketing and Development Officer of Chipotle Mexican Grill, Inc., a Delaware corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Denver, Colorado this _____ day of April, 2017.

Witness my hand and seal.

Notary Public
My Commission Expires: _____

EXHIBIT I

Rules and Regulations

Tenant shall at all times during the Term comply with the following rules and regulations in addition to, and not in limitation of, any obligations of Tenant under its Lease.

1. Use, maintain and occupy the Premises in a careful, safe, proper and lawful manner, keep the Premises and its appurtenances in a clean and safe condition;
2. Keep all glass in the doors and windows of the Premises clean and in good repair;
3. Not place, or maintain any merchandise in any vestibule or entry to the Premises, or the sidewalks adjacent to the Premises, or elsewhere on the outside of the Premises without prior written consent of the Landlord;
4. Keep the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests;
5. Not permit undue accumulation of garbage, trash, rubbish, and other refuse in the Premises, and keep refuse in closed containers within the interior of the Premises until removed;
6. Intentionally Omitted;
7. Keep all mechanical apparatus free of vibration and noise that may be transmitted beyond the confines of their Premises;
8. Not overload the floors or electrical wiring and not install any additional electrical wiring or plumbing without Landlord's prior written consent;
9. Not conduct, permit or suffer any public or private auction sale to be conducted on or from the Premises;
10. Not canvas, solicit or peddle in the Common Areas of the Project, and not distribute handbills or other advertising materials in the Common Areas of the Project, and if this provision is violated, then in addition to other remedies available to Landlord, Tenant shall pay Landlord the cost of collecting same from the Common Areas for trash disposal;

11. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed, or dispose of any foreign substance therein, whether through the utilization of "garbage disposal" units or otherwise;
12. Not attach any awning or other projections to the outside walls or windows of any part of the Project, and no curtains, blinds, shades, or screens (other than those furnished or approved by Landlord) shall be attached to or hung in, or used in connection with, any exterior window or door of the Premises;
13. Not place any articles in front of or affixed to any part of the exterior of the Project, or placed in the halls, corridors, vestibules, or other Common Areas of the Project;
14. Not mark, paint, drill into, or in any way deface any part of the exterior of the Project or any Building;
15. Intentionally Omitted;
16. Not use the whole nor any part of the Premises to any tenant for manufacturing;
17. Not place additional locks or bolts of any kind upon any of the doors or windows in the Premises, nor make any changes in locks or the mechanisms thereof, and upon the termination of the Term, Tenant shall deliver to Landlord all keys; and
18. Not bring to or keep animals of any kind in the Project, other than those used as service animals in accordance with any state or federal law providing for the accommodation of persons with disabilities.

Landlord reserves the right, at any time and from time to time, to rescind, alter, or waive, in whole or in part, or add to, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest and shall provide Tenant with notice of same;

EXHIBIT J
EMPLOYEE PARKING AREA

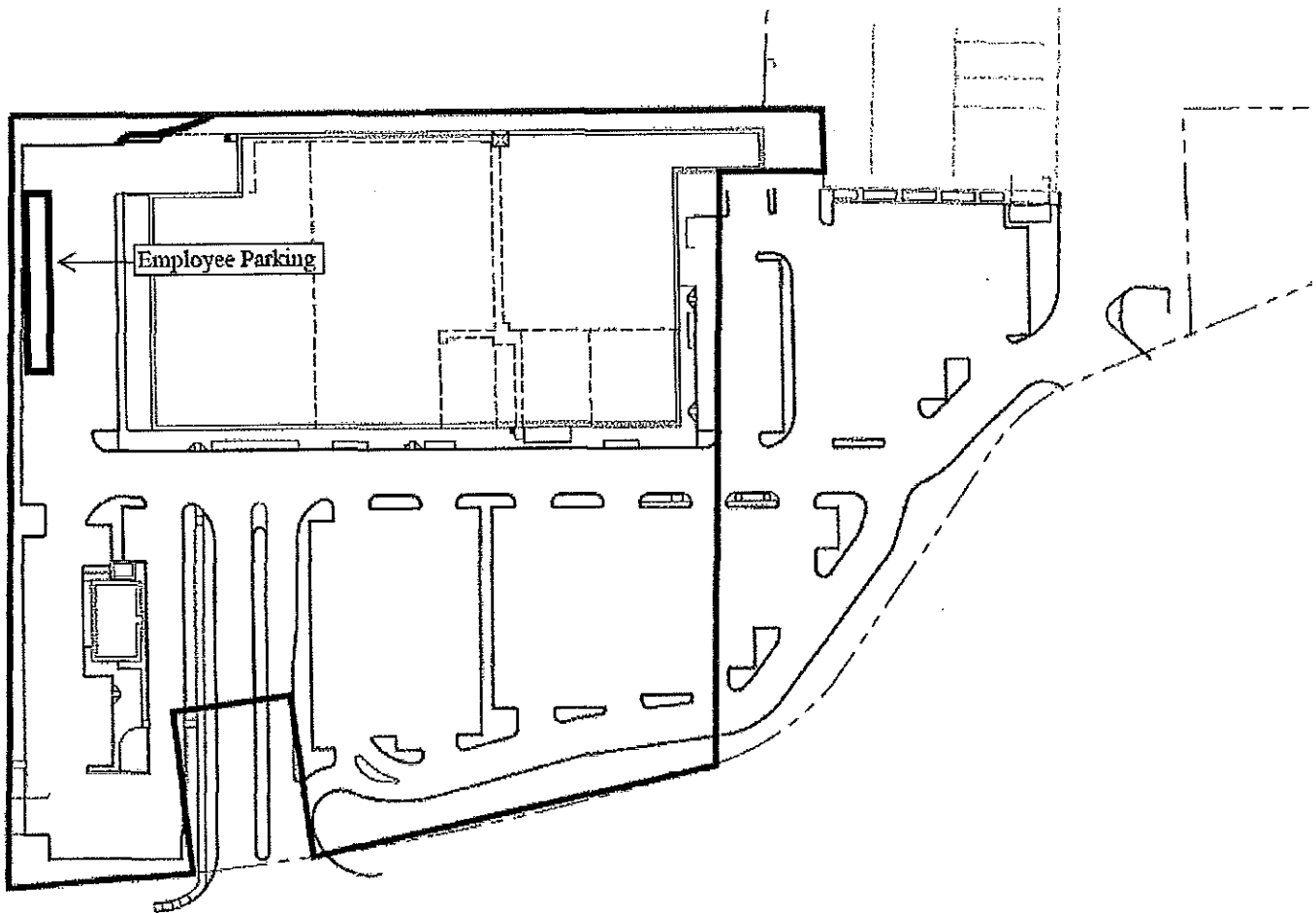


Exhibit K

Use Restrictions

The following use restrictions, which are specifically applicable to the Premises, shall not be deemed to imply, or to grant to Tenant, any right to use the Premises for other than the Permitted Use, nor shall same be deemed a prohibition against Landlord leasing space in the Center for such purposes. Tenant confirms that the Premises shall be used solely and exclusively for the Permitted Use, and that, subject to Section 5.5 of this Lease, Landlord has the right to lease space in the Center to such tenants and for such purposes as Landlord, in its sole judgment, deems appropriate.

1. REA Restrictions:

There shall not be conducted upon any part of Lot 1 (i) a food supermarket, (ii) a drug store, (iii) a dry cleaning establishment, (iv) a barber shop, (v) a beauty parlor, (vi) a shoe repair store, (vii) a retail package liquor store or a retail package liquor department, (viii) a store selling groceries, meat, fish, fruits, vegetables, creamery products, delicatessen, bakery products or other foods intended for consumption by human beings off the premises or any one or more of such foods, or (ix) any business which at the time the tenancy agreement therefor shall be entered into shall be the principal activity of a store then in operation upon Lot 2 or of a store to be operated upon Lot 2 under a then duly executed lease or (x) any combination of the foregoing businesses. For the purpose of subdivision (ix) immediately above, until the owner of Lot 1 receives notice from the owner of Lot 2 of the existence of such duly executed lease and the business to be conducted thereunder it shall be conclusively presumed that no duly executed lease exists for any store to be operated upon Lot 2. Provided, however, nothing herein contained shall prohibit or restrict the conduct upon Lot 1 of a store for the sale of food intended to be consumed on the premises or a department store or junior department store, so-called, whether self-service or otherwise, whether a so-called discount or cut price store or otherwise, which may contain one or more of the following:

- (a) a dry cleaning pick-up station, provided, however, that cleaning and pressing equipment shall not be installed on the premises;
- (b) a beauty parlor;
- (c) a shoe repair pick-up station or a shoe repair department having shoe repair machinery;
- (d) a department for the sale of drugs and patent medicines, provided, however, that such department shall not contain more than five hundred (500) square feet of display shelving and counter area, and provided further that the same shall not be

dispensed by a registered pharmacist;

(e) a department or departments for the sale of foods intended to be consumed by human beings off the premises, provided, however, that not more than a total of two thousand two hundred fifty (2,250) square feet of floor area of selling space (including in the computation thereof one-half (1/2) the number of square feet in the aisles adjacent to such selling space) shall be devoted to the sale or display of such foods;

(f) a restaurant or food bar for the sale of food intended to be consumed on the premises;

(g) a department for the sale of cosmetics and toiletries.

Notwithstanding the foregoing, the foregoing use restrictions are modified on and subject to the terms and conditions set forth in that certain Consent Agreement granted by The Stop & Shop Supermarket Company LLC to FRLP Nine Twenty-Seven, LLC.

2. Medical Related: Medical Restrictions:

No part of the Premises shall be used for a medical marijuana clinic, blood bank, abortion or abortion counseling clinic, or drug or alcohol rehabilitation or treatment center.

3. Staples:

Section 5.2.2. Prohibited Uses.

No part of Landlord's Parcel shall be used for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, movie theatre, bowling alley, skating rink or other sports or recreational facility except however the areas marked on the attached plan "Tenant/Tenants To Be Determined", "TBD" and Chipotle may include such uses; (ii) school, library, reading room, or house of worship, however such use is not intended to preclude educational and training uses as may commonly be found in retail locations such as test preparation, children's learning; ; (iii) , auditorium, meeting hall, hotel or motor inn, or any residential use; (iv), adult bookstore, a so-called "head" shop, off-track betting, gambling, or check cashing facility; (v) car wash, automobile repair work or automotive service, automobile body shop, automobile, boat, trailer or truck leasing or sales, or laundromat (provided, however, (i) automotive sales and leasing shall be permitted within the former Building 19 Premises (as hereinafter defined;) and (ii) automotive repairs shall be permitted within the area designated as "Tenant/Tenants To Be Determined) however neither (i) nor (ii) are intended to preclude retail auto part and/or supply store anywhere on the Property; ; (vii) any manufacturing, warehouse or office use (except incidental to a retail operation or service type uses commonly found in retail locations such as banks,

investment advisors, tax preparation, health care and the like); (viii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation or veterinary care facility), pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; or (x) any use which constitutes a public or private nuisance or produces objectionable noise or vibration; and

Section 5.2.3. Restricted Uses.

“No restaurant shall be located in the space identified as “No Restaurant” on Exhibit A-1. Notwithstanding anything contained in Section 5.2 herein to the contrary, the following uses shall be permitted in accordance with the applicable restrictions:

- Health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink or other sports or recreational facility located within the former Building 19 space only. For avoidance of doubt, the former Building 19 space does not include the GBS.
- Tanning Salon located anywhere in the Center.
- Massage use of first class operation, such as Massage Envy located anywhere in the Center.
- Other entertainment facility, including video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children’s recreational facility or other amusement center such as King’s, Lucky Strike and Dave & Busters located within the former Building 19 space only.
- Medical, office, real estate and brokerage office, tax preparation office, armed forces recruitment center located within the former Building 19 space only.
- Automobile sales (new vehicle sales only), located within the former Building 19 space only, but only if such area is cordoned off and is distinctly separate from the rest of the Center.
- Pet store, as long as such use is along the lines of Petco and PetSmart located anywhere in the Center.
- An automotive parts store (not including service bays) in the former Building 19 space;
- A Drive Through Restaurant (substantially as such concept is operated on the date hereof) shall be permitted in the area shown on **Exhibit A**, to be constructed as set forth in Section 9 above; and
- A medical clinic use not to exceed 5,000 square feet shall be permitted in the Give-Back Space; provided the entrance to such medical clinic use shall be on the West side of the Building facing Route 27; and ”

Note: Landlord hereby represents that the Premises under this Lease is not within the “No Restaurant” area that will be shown on Exhibit A-1 to the Staples Lease.

4. **Partners:** The provision of urgent care medical services, which means a medical facility, with the ability to perform minor procedures, where patients can be treated on a walk-in basis, without an appointment, and receive immediate care of illnesses and injuries.
5. **Anthony's:** Primarily for the sale of Italian food including, but not limited to, pizza, all as being typically served and as principally used in a typical Anthony's Coal Fired Pizza restaurant.
6. **Dunkin Donut:** Primarily for the retail sale of fresh coffee or baked goods.
7. **Advance Auto Parts:** For the purpose of (i) conducting thereon a business similar to that being conducted by the then tenant (initially Advance Auto Parts) on the Leased Premises (being the Advance Auto Parts premises) (meaning similar to an Advance Auto Parts store only) or (ii) the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items.