

COPY

EXHIBIT 8

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COMMERCIAL LEASE

PLANNING BOARD  
GRAFTON, MA

This Lease agreement dated this 1st day of October 2019, (the "Effective Date") entered into by and between Peter DeCaro (hereafter "Lessor") and RESINATE, INC., (hereafter "Lessee").

In consideration of the mutual promises, covenants and guarantees contained herein the parties agree as follows:

1. Lease. The Lessor hereby leases unto the Lessee approximately 3,000 square feet of retail and contiguous space at 135 Westboro Rd, North Grafton, Massachusetts, (as described on Exhibit A ("Leased Premises")) attached hereto and incorporated herein.

2. Term. The term of the lease shall be for 5 years beginning and effective on November 1, 2019 ("Commencement Date") and ending on October 31, 2024. The Lessor hereby grants to the Lessee the option to extend the term of the Lease with respect to the Leased Premises for two (2) additional terms of five (5) lease years (each an "Option Term") The Lessee shall be entitled to exercise each Option Term by delivering written notice of exercise to the Lessor at least one hundred and eighty (180) days prior to the ending date of the then current term of the Lease. In the event that the Lessee fails to deliver written notice of its exercise of either Option Term as provided herein, the Lease shall terminate upon the expiration of the then current term.

2b. Security Deposit. Upon execution of the Lease a security deposit of \$6,250 is due by the Lessee payable to the Lessor; in addition, first and last month's rent shall be due. The security deposit shall be fully refundable to Lessee at the end of the expiration or termination of the Lease unless due to Lessee's default under the Lease for the nonpayment of rent or any other default.

3. Rent. Commencing on November 1, 2019 (the "Rent Commencement Date"), Lessee shall pay to the Lessor monthly rent during the initial term of this Lease (the "Base Rent"), which shall be non-refundable and paid as follows:

a) Beginning on the Commencement Date and ending on the earlier of the date the Lessee commences commercial operation or December 1, 2019, Lessee will pay all costs associated with the operation of the building including maintenance, utilities, and taxes.

b) Immediately after the period described in Section 3 a) above, \$25.00 per square foot NNN for Year One, pro-rated for the period between the Commencement Date and the date of commercial operation; Years 2 and thereafter: 3% increase from previous lease year's rent.

c) The annual rent payable by the Lessee to the Lessor shall be payable in equal monthly installments at the office of the Lessor or of the Lessor's agent, in advance, upon the first day of each calendar month during the term of this Lease.

d) The Lessee agrees to pay the rent provided for in this Lease as and when due, including any additional rent, as well as all sums of money, charges or other amounts required to be paid by the Lessee to the Lessor or to another person designated by the Lessor under this Lease, all of

which shall be deemed to be "rent" in addition to the rent expressly provided for herein. All payments of rent and additional rent shall be due and payable without demand therefor unless otherwise expressly provided in this Lease. Nonpayment of additional rent when due shall constitute a default under this Lease to the same extent, and shall entitle the Lessor to the same remedies, as nonpayment of rent.

4. Quiet Enjoyment. The Lessor agrees to deliver to the Lessee possession of the Leased Premises on Commencement Date, subject only to recorded easements and restrictions and other defects readily apparent from an examination of title or the Leased Premises. Lessor represents and warrants to Lessee that Lessor has the lawful right and authority to enter into this Lease for the entire term and each extension hereto. Lessor covenants and agrees that Lessee, upon performance of its obligations under this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises throughout the original term of this Lease and all extensions thereof.

5. Leased Premises and Use. The Lessee hereby acknowledges that it has inspected the Leased Premises and that it accepts them in their current condition. The Lessor agrees that the Lessee will use the Leased Premises for cannabis cultivation and/or processing operations, consistent with and as permitted, regulated and governed by the Commonwealth of Massachusetts and the City of Grafton and their corresponding rules and regulations and any legally permitted activity related and accessory thereto. The Lessee covenants and agrees that its use of the Leased Premises shall not cause waste or destruction to the Leased Premises and that the same shall be in conformance with rules, regulations and bylaws of the City, or County Ordinances, or Massachusetts State or Federal Law.

6. Lessee Improvements From and after the Commencement Date, with Lessors prior written approval which shall not be unreasonably withheld or delayed, Lessee may construct, alter, improve, remove, repair, or relocate upon the Leased Premises any buildings, structures, including without limitation, any utility systems, facilities, or lines serving such buildings or structures, curbing, pavement, driveways, machinery, or other equipment now existing or hereafter placed upon the Leased Premises as Lessee deems necessary in order for Lessee to open and conduct its business at the Leased Premises (collectively "Lessee Improvements"). All Lessee Improvements will be made in a good workmanlike manner in accordance with applicable laws and regulations. Lessor shall reasonably cooperate with Lessee in connection with Lessee's pursuit of any license, approvals, or permits for the Initial Lessee Improvements, including, without limitation, at the request of Lessee upon reasonable advance notice, attending any public meetings, all at no cost to Lessor. To the extent required by any governmental agency, authority or public utility, Lessor shall join in and execute any and all reasonably acceptable applications which Lessee may request in order to obtain its licenses, permits and approvals, including but not limited to, applications for any upgrades to zoning reclassification, special exception, variance, use permit, license or building permit, or for changes in access or amendments to utility agreements or dedications to governmental authorities; provided, that such joinder shall not subject Lessor to incur any cost or expense.

7. Utilities, Insurance, Taxes and Other NNN Charges. During the term of the Lease, Lessee at its own cost and expense agrees to insure all fixtures, additions and improvements which are a part of the Leased Premises against damage by fire, including extended coverage, and to keep them so insured. Lessee shall also purchase a liability insurance policy in an amount not less than \$1,000,000.00 and name the Lessor as an Additional Insured. Lessee agrees to pay 100% of the heating cost of the facility, 100% of their electrical usage, 100% of taxes and 100% of the landscaping, snowplowing, rubbish removal and other charges customary to a NNN lease.

8. Maintenance and Repairs. Lessee covenants and agrees to maintain the non-structural interior portions of the Leased Premises and all additions, fixtures, and improvements in such repair, order and condition as the same are in at the commencement of the Lease, reasonable wear and tear, damage by fire or any other casualty, and items which Lessor is expressly obligated to repair excepted.

Lessor will make all necessary repairs and replacements to the structural portions of the Leased Premises and to the structure of the building containing the Leased Premises, in each case so that said building will comply with applicable law and any other required structural repairs and replacements to said building. Structural repairs and replacements shall mean and include, but not be limited to, repairs and replacements to the roof and exterior walls of said building and to major items of equipment such as heating and HVAC equipment, except for damage caused by Lessee and shall not apply to equipment installed by Lessee. If the Lessor fails to make any repairs that are the responsibility of the Lessor under the Lease within fifteen (15) days after the Lessor receives written notice, then Lessor shall be in default, and the Lessee may, with the advance written approval of Lessor which approval shall not be unreasonably withheld, conditioned or delayed, make such repairs and deduct the cost of such repairs from Base Rent.

9. Alterations. The Lessee shall have the right to make such alterations and changes in the Leased Premises as it deems necessary for by Lessee to fulfill its purposes, only with the express written approval of Lessor in its sole discretion. Lessee may install in the Leased Premises such fixtures and equipment as Lessee deems desirable and all of said items shall remain Lessee's property and Lessee may remove, and/or replace, said fixtures and equipment, in the Leased Premises, at any time and restore the Leased Premises to its original condition at Lessee's sole expense. Lessee shall make all repairs or replacement at Lessee's expense in connection with the removal of any fixtures or equipment installed as provided in this paragraph. Lessee shall be allowed to place sign/s on the Leased Premises after written approval by Lessor in its sole reasonable discretion.

10. Eminent Domain. If the entire Leased Premises or a portion thereof shall be taken under the exercise of eminent domain by any competent governmental authority, this lease shall terminate as of the date of such taking, and in that event rentals due hereunder shall cease. In the event of such taking, both the Lessee shall not be entitled to compensation for its interest in the Leased Premises.

## 11. Indemnity and Liability Insurance

- a) To the fullest extent provided by law, Lessee shall: (1) indemnify, defend and hold harmless the Lessor against any injury, loss, claim or damage to any person or property arising out of any occurrence, act or omission within the Leased Premises due to or arising from the Lessee's possession and use of the Leased Premises, including without limitation reasonable attorneys' and experts' fees; (2) indemnify, defend and hold harmless the Lessor against any injury, loss, claim or damage to any person or property, wherever located, if caused by the negligent or tortious acts or omissions of the Lessee or its agents or servants, including without limitation reasonable attorneys' and experts' fees; and (3) without limiting the generality of the foregoing, the Lessee specifically agrees that it will not make any claims against the Lessor based on the leakage of water, gas or other substance from any pipes, sprinklers or equipment, or by reason of the existence, use or misuse of water or plumbing, heating, electrical, gas or other fixtures or equipment, in each case of 1, 2 and 3 unless due to the negligent or tortious acts or omissions of the Lessor, its agents, servants or employees.
- b) The Lessee, during the Term of the Lease, shall procure and maintain in full force (1) a "Commercial General Liability" insurance policy; (2) Auto Liability; (3) Employer Liability; and (4) Professional Liability (Errors and Omissions) under which the Lessor and its Trustees shall be named as "Additional Insured". Under such policy Bodily Injury limits shall not be less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate. Lessee shall also maintain Workers Compensation Insurance at Statutory Limits. Certificates of the insurance obtained under this paragraph, and certificates of any and all renewals or replacements of this policy, shall be delivered to the Lessor as soon as possible after the date of this Lease. The policy or certificate shall provide that the insurance shall not be cancelled or reduced in amounts of limits, or reduced in breadth of coverage without ten (10) days prior written notice to the Lessor, and that no act or omission on the part of the Lessee shall invalidate such policies as they apply to the Lessor. All policies must be endorsed to waive recovery by subrogation in favor of Lessor and its affiliates.
- c) To the fullest extent provided by law, Lessor shall indemnify the Lessee against any injury, loss, claim or damage to any person or property, wherever located, if caused by the negligent or tortious acts or omissions of the Lessor or its agents or servants. The Lessor, during the Term of the Lease, shall procure and maintain in full force a "Commercial General Liability" insurance policy under which bodily injury and property

damage limits shall not be less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate.

12. Damage or Destruction to the Leased Premises. In the event of damage to the Leased Premises which materially interferes with Tenant's intended use of the Leased Premises, rent shall abate during the period starting on the date that such damage to the Leased Premises occurs and ending on the date the Landlord substantially completes repair of the Leased Premises, in proportion to the extent to which such damage materially interferes with the Lessee's use of the Leased Premises. In the event the Leased Premises are destroyed or rendered untenable then the Lessee may terminate the Lease in its entirety upon notice to the Lessor. The foregoing shall not apply in the event that such damage or destruction to the Leased Premises is due to the actions of the Lessee or its agents.

12. Assignment and Sub-Lease. This lease may not be assigned, nor may the Leased Premises be sublet by the Lessee, without the Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided, however, the Lessee may, without the prior written consent of the Lessor, assign, transfer or sublease this Lease or any portion of the Leased Premises to (a) any entity that results from a merger or a consolidation with Lessee; (b) any entity succeeding to the business operated by the Lessee at the Leased Premises; or (c) any subsidiary or affiliate of the Lessee, provided that the Lessee provides the Lessor with written notice of any such assignment, transfer or sublease within thirty (30) days after the effective date thereof and provided that the Lessee shall remain liable to perform all of the obligations of the Lessee pursuant to this Lease notwithstanding any such assignment, transfer or sublease. Lessor may assign this lease to a third party.

13. SUBORDINATION TO MORTGAGES. Tenant agrees that upon the request of Landlord it will subordinate this Lease and the lien hereof to the lien of any present or future bank or insurance company mortgage or mortgages upon the Leased Premises or any property of which the Leased Premises are a part, irrespective of the time of execution or times of recording of any such mortgage or mortgages, however, only upon the condition that the mortgagee will consent to this Lease. Tenant agrees that it will upon the request of Landlord execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination.

14. ESTOPPEL CERTIFICATE. Upon not less than fifteen (15) days prior written request, Landlord and Tenant agree, each in favor of the other to execute, acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modifications), and the dates to which the basic rent hereunder and other charges have been paid and any other information reasonably requested. Any such statement delivered pursuant to this Paragraph may be relied upon by any prospective purchaser, mortgagee or lending source.

15. Notices. All notices at any time to be served by the Lessor upon the Lessee or the Lessee upon the Lessor, shall be in writing and sent by registered mail with postage prepaid, addressed to the Lessee or Lessor at the below addresses, or to such other person and address as may hereby be designated by the Lessee or Lessor in writing.

Lessee Address:

RESINATE, INC.  
120 GILBOA STREET  
DOUGLAS, MA 01516

Lessor Address:

Peter DeCaro  
2 Taft Circle  
Millbury, MA 01527

16. Entire Agreement: This Lease contains the entire agreement between the parties, supersedes any and all prior understandings and agreements, whether written or oral, and shall not be modified in any manner except by an instrument, in writing, executed by the parties or their respective successors in interest. The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns.

17. Applicable Law: This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts and litigated, if at all, only in State Courts in Hampden County, Massachusetts.

IN WITNESS WHEREOF the parties have this day set their hands.

*Dave Fyfe*

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Witness

*Jan Williamson*

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Witness

RESINATE, INC., Lessee

*J. Ross III*

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James H Ross III, Executive Chairman

Peter DeCaro, Lessor

*Peter DeCaro*

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