

**Host Community Agreement
Between
Town of Halifax, Massachusetts
and
Four Daughters Compassionate Care, LLC**

This Host Community Agreement (“HCA”) is made by and between the Town of Halifax, a Massachusetts municipal corporation with an address of 499 Plymouth Street, Halifax, MA 02338 (the “Town”), and Four Daughters Compassionate Care, LLC, a Massachusetts limited liability corporation with a principal place of business of 584 Mountain Street, Sharon, MA (“Four Daughters”). The Town and Four Daughters collectively are referred to as the “Parties.”

WHEREAS, Four Daughters intends to construct up to 60,000 square feet (“s.f.”) of commercial space within 45 acres of real, improved property located on River Street in the Town of Halifax, Plymouth County, Massachusetts shown as “Site B” on the Plan attached hereto as Exhibit A (the “Premises”) for the purposes of operating a cultivation and/or product manufacturing location under a Registered Marijuana Dispensary (“RMD”) Certificate of Registration, all as defined by the regulations of the Massachusetts Department of Public Health (the “Department”) Medical Marijuana Program, 105 CMR 725, and for the purposes of operating as a marijuana cultivator and/or marijuana product manufacturer as those terms are defined by G. L. c. 94G, § 1.

WHEREAS, Four Daughters intends to submit an application for a Certificate of Registration to the Department to cultivate and/or product manufacture medical marijuana at the Premises.

WHEREAS, Four Daughters intends to submit an application to the Cannabis Control Commission (the “Commission”) for a license or licenses to operate as a marijuana cultivator and/or marijuana product manufacturer at the Premises.

WHEREAS, the Parties acknowledge that the Commission has not yet promulgated final licensing regulations, but that the Commission’s licensing process is expected to require the Town to provide a certification of confirmation that Four Daughters’ proposed uses at the Premises comply with all local bylaws or ordinances and that the Premises is not within 500 feet of a pre-existing public or private school providing education in kindergarten or grades 1 through 12, unless the Town has adopted an ordinance or bylaw that reduces that distance (the “Commission Certification”).

WHEREAS, the Commission’s final licensing regulations are expected to require the Town to submit the Commission Certification within 60 days of the Commission’s request.

WHEREAS, this HCA shall constitute the stipulations of responsibilities between the host community and Four Daughters pursuant to G. L. c. 94G, § 3, as amended by Stat. 2017 c. 55, § 25 for the Premises.

WHEREAS, in consideration for providing a Letter of Support from the Town to the Department for medical marijuana cultivation and/or product manufacturing at the Premises and providing the Commission Certification to the Commission within 60 days of a request from the Commission, subject to the terms provided in this HCA, the Parties agree as follows:

1. The Town agrees to provide a Letter of Support to Four Daughters for medical marijuana cultivation and product manufacturing at the Premises within seven (7) calendar days of execution of this HCA, and, if necessary, to re-issue said Letter of Support and provide such additional information as may be requested by the Department.
2. The Town agrees to provide the Commission Certification to the Commission within 60 days of a request from the Commission and to provide such other information as may be requested by the Commission in connection with Four Daughters' applications for licenses at the Premises in a manner that shall not adversely affect the Commission's determination on such applications and to participate and cooperate in good faith in the Commission licensing process.
3. Four Daughters shall make annual community impact payments, pursuant to G. L. c. 94G, § 3, as amended by Stat. 2017 c. 55 § 25, to the Town in the amount of three percent (3%) of gross sales of marijuana or Marijuana Infused Productions ("MIPs") from the Premises. With respect to any wholesale of marijuana or MIPs from the Premises, Four Daughters also shall make an annual community impact payment in the amount of 3 percent (3%) of gross wholesales of marijuana cultivated at the Premises and MIPs processed from marijuana cultivated at the Premises provided that for any wholesales to another operation or location owned by Four Daughters, for the purposes of calculating the annual community impact payment, gross sales derived from such wholesales shall be assigned a commercially reasonable market value. At all times, Four Daughters shall retain documentation on wholesales from the Premises to any other operation or location owned by Four Daughters, and on the data used to calculate the commercially reasonable market prices for such wholesales. Four Daughters shall provide such documentation to the Town upon request.
4. Community impact payments subject to the terms of Paragraph 3 shall be paid by Four Daughters not later than three (3) months following the first date of sale of

marijuana cultivated at the Premises MIPs processed from marijuana cultivated at the Premises and within three (3) months of such date in each year thereafter.

5. Four Daughters shall give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Premises.
6. Amendments to the terms of this HCA may be made only by written agreement of the parties.
7. This HCA is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor Four Daughters shall assign or transfer any interest in the HCA without the written consent of the other, such agreement not to be unreasonably withheld.
8. Four Daughters agrees to comply with all state and local laws, rules, regulations and orders applicable to the Premises, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of renovation or construction of the Premises.
9. Any and all notices, or other communications required or permitted under this HCA, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party, and in the case of Four Daughters to:

Foley Hoag, LLP
c/o Jesse Alderman
155 Seaport Boulevard
Boston, MA 02210-2600

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

10. If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
11. This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Dated this _____ day of _____.

BOARD OF SELECTMEN

Thomas Millias, Chair

Kim Roy, Vice Chair

Troy E. Garron, Clerk

FOUR DAUGHTERS COMPASSIONATE CARE, LLC

Stanley Rosen, Chief Operating Officer

Brian Striar, President