

**NATURE’S REMEDY OF MA, INC, HOST COMMUNITY AGREEMENT FOR THE
SITING OF A RETAIL MARIJUANA ESTABLISHMENT IN THE TOWN OF
TYNGSBOROUGH, MA**

This Host Community Agreement (the “**Agreement**”) is entered into this ____ day of _____, 201_ (the “**Effective Date**”) by and between the Town of Tyngsborough, acting by and through its [TITLE OF MUNICIPAL EMPLOYEE], with a principal address of 25 Bryants Lane, Tyngsborough, MA 01879 (hereinafter the “**Municipality**”) and Nature’s Remedy of MA, Inc with a principal office address of 2 Seaport Lane, Boston, MA 02210 (hereinafter “**Company**”)(Municipality and Company, collectively the “**Parties**”).

RECITALS

WHEREAS, Company intends to locate a licensed Retail Marijuana Establishment (“**RME**”) for the RETAIL SALE of marijuana in accordance with the laws of the Commonwealth of Massachusetts (“**MA Law**”) and those of the Municipality (“**Local Law**”);

WHEREAS, Company desires to provide community impact fee payments to the Municipality pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Municipality by Company’s operations in the Municipality; and

WHEREAS, the Municipality supports Company’s intention to operate a RME for the RETAIL SALE of marijuana in the Municipality.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **Host Community Payments.**

- a. **RME Related Payments.** In the event that Company obtains a license, or its equivalent, for the operation of a RME in the Municipality from the CCC, and receives all necessary approvals from the Municipality to operate a RME, then Company agrees to the following:
 - i. The Company shall make annual payments to the Municipality of Three Percent (3%) of the gross sales of marijuana and marijuana products at the Facility (the “**RME Payment**”).
 - ii. For the duration of this agreement the Company guarantees that total payments made annually (the addition of the 3% Host Community Payment referenced in section 1(a) i of this agreement (RME Payment), the 3% local tax available to the Town via State regulations, and any charitable contributions made) will not be less than \$300,000 annually.

- iii. The initial RME Payment shall be due on the first day of the fourteenth (14th) month following the date that the Company begins retail sales of Marijuana in the Municipality (the “**Initial RME Payment**”).
 - iv. Subsequent RME Payments shall be due on each anniversary date of the Initial RME Payment for the term of the Agreement.
2. **Term and Termination.** The Term of this Agreement shall be five (5) years from the Effective Date (the “**Term**”). This Agreement shall automatically terminate at the end of the Term. In the event Company ceases all operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its license(s), approvals, and/or permits to operate in the Municipality revoked by the relevant Licensing Authority(ies) or the Municipality, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time during the Term of this Agreement. The Company shall not be required to cease operations following the termination of this Agreement. The Parties may agree to renegotiate or renew this Agreement prior to the end of the Term.
3. **Charitable Contributions.** The Company, in addition to the RME Payment, agrees to annually contribute to public charities in the Town the amount of \$20,000 annually. This payment shall be made at the same time as Host Community payments referenced in Section 1(a) ii and iii of this agreement. Said charities shall be determined by the Town at its discretion.
4. **Payments.** The Company shall make the payments to the Municipality as set forth in Section 1 of this Agreement. While the Municipality has the sole discretion for determining how to spend the RME Payment(s) (the “**Payments**”), the Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), the Payments shall be reasonably related to the costs imposed upon the Municipality by Company’s operation of a RME in the Municipality. Furthermore, the Municipality understands and acknowledges that, pursuant to M.G.L. c. 94G, § 3(d), any cost to the Municipality imposed by Company’s operation of a RME in the Municipality shall be documented and considered a public record pursuant to MA Law.
5. **Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Company’s receipt of all state and local approvals to operate a RME in the Municipality.
6. **Review.** During the Term of this Agreement, the Municipality and the Company will review the Payments every twelve (12) months to ensure that the Payments are reasonably related to the costs imposed upon the Municipality by Company’s operation of the RME in the Municipality (the “**Annual Review**”). In the event the Annual Review finds that the Payments are not reasonably related to the costs imposed upon by the Municipality by Company’s operation of the RME in the Municipality, the Parties agree to adjust the Payments to reflect the costs accordingly.

7. **Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property.
8. **Community Support and Additional Obligations.**
- a. Local Vendors – to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.
 - b. Employment/Salaries – except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.
 - c. The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the Licensing Authority(ies) regarding Company’s operations at the Facility.
 - d. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies to ensure that Company’s operations are compliant with all of the Municipality’s codes, rules, and regulations.
9. **Support.** The Municipality agrees to submit to the required Licensing Authority(ies) all documentation and information required by the Licensing Authority(ies) from the Municipality for the Company to obtain approval to operate a RME at the Facility. The Municipality agrees to support Company’s application(s) for a RME with the required Licensing Authority(ies) but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.
10. **Security.** Company shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the Licensing Authority(ies). In addition, Company shall at all times comply with MA Law and Local Law regarding security of the Facility.
11. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to

enforcement based upon nonconformance with federal law regarding the illegality of marijuana.

12. **Amendments/Waiver**. Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
13. **Severability**. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.
14. **Successors/Assigns**. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.
15. **Entire Agreement**. This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
16. **Notices**. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

[NAME/TITLE]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

To the Company:

Nature's Remedy of MA, Inc
2 Seaport Lane
Boston, MA 02210

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has

been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

*** * * SIGNATURE PAGE FOLLOWS * * ***

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

[NAME OF MUNICIPALITY]

Nature’s Remedy of MA, Inc

Name: [Insert Name]
Title: [Insert Title]

Name: Robert Carr
Title: CEO

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