

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("AGREEMENT") is entered into this ¹¹9 day of March, 2020 by and between Community Care Collective, Inc., a Massachusetts corporation with a principal office address of 37 Spartan Arrow Road, Littleton MA and any successors and assigns (the "Company") and the Town of Littleton, a Massachusetts municipal corporation with a principal address of 37 Shattuck Street, Littleton, (the "Town") acting by and through its Board of Selectmen in reliance upon all of the representations made herein (the Company and the Town hereinafter collectively referred to as the "Parties").

WHEREAS, the Company wishes to locate an Adult Use Marijuana Establishment for the retail sale of marijuana in a 2,951 square foot space, within the building located at 531 King Street, Units 4,5 & 6, Littleton, MA, shown on Assessor Map U-7, Parcel 8-1 thru 8-6 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning bylaw and other applicable local regulations; and

WHEREAS, the Town recognizes this development and Facility will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, in the event that it receives the requisite License from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town, the Company intends to provide certain benefits to the Town of Littleton; in addition to those outlined in the Host Community Agreement between the parties dated February 24, 2020.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Company shall, in addition to any other payments or benefits to be provided to the Town under any other agreement, including without limitation the Host Community Agreement between the parties dated Feb 24, 2020 and in addition to any payments relating to the local sales tax applicable to the Company's sales, pay to the Town an annual Development Fee in an amount equal to one percent (1%) of gross sales at the Facility or One Hundred thousand and no/100 (\$100,000.00) Dollars, whichever is greater, with a maximum payment of Two Hundred Thousand and no/100 (\$200,000.00) Dollars (the Annual Development Fee). The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall

include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.

2. The Annual Development Fee shall be paid to the Town as follows:
 - a. Year One - Paid on the 18th month from date of commencement of operation of the Facility.
 - b. Year Two - Paid on the 33rd month from date of commencement of operation of the Facility.
 - c. Year Three - Paid within 60 days after the end of three (3) years from the date of commencement of operation of the Facility.
 - d. Year Four and Year Five - - Paid simultaneous with Host Community Agreement Impact Fee applicable to each of such years.

For purposes of this agreement, the term “commencement of operation of the facility” shall be the date that the Facility first opens for business to the general public.

3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts of the Facility upon the Town of Littleton.
4. The Company agrees to provide no less than one hundred (100) man hours yearly to participate in community service activities including but not limited to: Town-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, veteran’s assistance.
5. If any term of condition of this Agreement 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 Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, it is the intention of the parties that such invalid, illegal or unenforceable terms or conditions will be modified by mutual agreement of the parties hereto, so as to be brought into compliance with applicable law. Further, the Company agrees that it will not challenge, in any jurisdiction or venue, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in defending and/or enforcing this Agreement.
6. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

7. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town of Littleton with respect to the matters described herein. This Agreement shall not be modified or amended except by a written document executed by the parties hereto.

8. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Town of Littleton Board of Selectmen

Community Care Collective, Inc.

Joseph Knox, Chair

David Giannetta
Chief Executive Officer

Chuck DeCoste

Chase Gerbig

Paul Glavey