

Town of Littleton AND
Community Care Collective

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this ²⁰ 20 day of September, 2021 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 in interest authorized as provided for below (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 Select Board 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 cultivation and manufacturing of marijuana and marijuana products in a 16,183 square foot space, within the building located at 537 Great Road, Littleton, MA, shown on Assessor Map R-18, Parcel 14-9 (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, the Company intends to provide certain benefits to the Town of Littleton 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; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

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. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Representations and Warranties

The Parties respectively represent and warrant that:

- a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
- b. Once this Agreement has been duly authorized, executed and delivered, this Agreement constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; and
- c. There is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.

3. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Adult Use Marijuana Cultivator and Adult Use Marijuana Product Manufacturer, and receives any and all necessary and required permits and licenses of the Town of Littleton for same, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate its adult use marijuana cultivation and manufacturing uses in the Town of Littleton, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town of Littleton will incur additional expenses and impacts on the Town of Littleton's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to one percent (1%) of wholesale sales of marijuana or marijuana products produced at the Facility, all as tracked by the State though the Metrc database and a report will be provided to the Town.
2. The Annual Community Impact Fee shall be paid for a term of five (5) years that begins on the date that Company transfers the first finished marijuana cultivated or the first marijuana product produced at the Facility for sale to itself or to a third party (the "Commencement Date"). Company will provide written