

HOST COMMUNITY AGREEMENT
between
TOWN OF LITTLETON, Massachusetts
and
LITTLETON APOTHECARY, LLC

This Host Community Agreement (hereinafter, “HCA”) is entered into this 4th day of May, 2020 by and between Littleton Apothecary, LLC, a Massachusetts limited liability company with a principal address of 160 Ayer Road, Littleton, MA 01460 (hereinafter, the “Company”) and the Town of Littleton, a Massachusetts municipal corporation with a principal address of 37 Shattuck Street, Littleton, MA 01460 (hereinafter, “Town”). The Company and the Town are 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 3,388 square foot space, within the building located at 160 Ayer Road, Unit 3 Littleton, MA, shown on Assessor Map R22, Parcel 1-1-3 (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 of Littleton in accordance with its Zoning Bylaw and other applicable local bylaws and regulations; and

WHEREAS, the Company and the Town anticipate 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, as well as unforeseen impacts on the Town; and

WHEREAS, the Company will pay a Community Impact Fee to the Town of Littleton for the impacts of its operations 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. Community Impact Fee: The Company and the Town anticipate 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 a Community Impact Fee to the Town, in the amount and under the terms provided herein.

a. The Community Impact Fee shall be paid for a term of five (5) years that begins on the date that Company commences sales at the Facility (the “Commencement Date”).

b. For the first year of operation (the term beginning upon the commencement of operation at the Facility and concluding one year thereafter) the Company shall pay a Community Impact Fee in an amount of three percent (3%) of its gross sales at the Facility. For years 2, 3, 4 and 5 of operation, the Company shall pay a Community Impact Fee in the amount not to exceed three percent (3%) of its gross sales. The term “gross sales” shall mean the total of all sales transactions (exclusive of product/paraphernalia returns and amounts collected for taxes) 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.

c. The Community Impact Fee shall be paid to the Town quarterly. The first payment to be made within ten (10) days after the conclusion of the third month of operation, and all subsequent payments shall be made within ten (10) days after the conclusion of each successive three (3) months of operation.

d. The Town shall use the above referenced payments in its discretion to offset its costs reasonably related to the operation of the Facility, which shall be deemed to include for purposes of this Agreement, without limitation: Impacts to the road and other infrastructure systems; traffic mitigation measures and/or improvements implemented by the Town; law enforcement activities including, without limitation, calls and responses associated with the Facility, increased inspections of public property deemed by law enforcement to be at increased risk of unauthorized cannabis consumption or intoxication, training in diversionary practices and security precautions, effects of cannabis intoxication, and any other cannabis-related training; fire protection services; inspectional services; cannabis-related public health and addiction services provided by the Town; Town grants in an amount not to exceed \$50,000 annually to Littleton Coalition Against Addiction and/or other third-party organizations providing services relating to substance abuse prevention, addiction recovery, and mental health; expert consulting services and/or professional staff engaged by the Town after completion of local permitting for the purposes of monitoring, evaluating, quantifying or accounting for the impacts of the Company and/or the costs incurred by the Town; public education relating to cannabis or cannabis consumption, including both in-school and after-school programs and training and seminars for members of the general public; training for Town boards and staff; administrative and legal costs associated with the operation of the Facility in Town, the administration and enforcement of the terms of this Agreement; and any other unforeseen impacts upon or costs incurred by the Town of Littleton reasonably related to the costs imposed upon the Town by the operation of Littleton Apothecary at 160 Ayer Road.

e. Pursuant to M.G.L. c. 94G, §3(d), a: community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment. Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in precisely computing actual Town costs associated with

a specific business and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company and the Town agree that the Community Impact Fee required in Section 1.b for the first year of operation is reasonably related to Town costs and waives any claim to the contrary. The Company and the Town further agree that the Town will develop and implement, no later than the beginning of year two of operation at the Facility, a plan that provides sufficient basis for accounting for the costs reasonably related to the operation of the Facility and a mechanism to monitor and periodically adjust (during years 2 through 5 of operation only) the relationship between the Community Impact Fee and the Town's actual costs. The Company acknowledges that developing, implementing and administering this plan and mechanism is an impact reasonably related to the operation of the Company at 160 Ayer Road.

2. Additional Costs, Payments and Reimbursements

- a. Permit and Connection Fees: The Company hereby acknowledges and accepts, its obligation to pay all usual and customary Town of Littleton building permit fees and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other retail establishments in the Town of Littleton.
- b. Facility Consulting Fees and Costs: The Company shall reimburse the Town of Littleton for any and all reasonable consulting costs and fees related to any local land use permit applications concerning the Facility.
- c. Other Costs: The Company shall reimburse the Town of Littleton for the actual costs incurred by the Town of Littleton in connection with holding public meetings and forums devoted principally to discussing the Facility and/or reviewing the Facility, and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
- d. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the Town of Littleton a late payment penalty equal to five percent (5%) of such required payments.

3. Annual Reporting for Community Impact Fee: The Company shall submit annual financial statements to the Town of Littleton concurrent with the payment of its Annual Community Impact Fee with a statement from the Company that the financial statements provided are a true and accurate report of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town of Littleton, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent

allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town of Littleton and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

4. Local Vendors and Employment: To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Community Care Collective when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town of Littleton residents. This Section 4 shall not require the Company to purchase goods or services from its direct competitors located in the Town of Littleton, or their related entities (i.e. Community Care Collaborative, or its related entities).

5. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a nonprofit, agricultural, or other exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

6. Security: To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility and with regard to any anti-diversion procedures to ensure that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors.

The Company shall implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the commencement of operations at the Facility. The Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any suggested changes, amendments or modifications to address local concerns.

The Company shall make the Facility available for annual inspections by the Town's Police Department, Fire Department, Building Department and Board of Health as a condition of continued operation in Town. The Company shall also cooperate with the Town's Police Department, Fire Department and Board of Health in providing access for additional scheduled and unscheduled inspections of the Facility upon request.

The Company shall within twenty four hours report the discovery of the following to the Police Department: diversion of cannabis, unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing or production of cannabis by any person; unauthorized destruction of cannabis; any loss of unauthorized alteration of records related to cannabis or Marijuana Establishment Agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and any other breach of security.

The Company further agrees that all signage and packaging for marijuana products shall comply with applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and further agrees that to the extent 935 CMR 500.000 imposes more stringent requirements on packaging, labeling, marketing or the form of permitted edibles, the Company will comply with the more restrictive regulatory provisions.

7. Site Improvement and Operations:

a. All capital improvements to the property such that the property will match the look and feel of Littleton and be of construction standards at least at the quality of other nearby

businesses and construction standards per state and local building code requirements and bylaws.

b. The Company shall provide a minimum of two (2) private security personnel to oversee all deliveries of cannabis and from to the site, until such time as the Police Chief, in his sole discretion, determines that the private security detail may be reduced, temporarily suspended, and/or eliminated.

c. The Facility will not be expanded in size beyond the 3,388 square foot space, within the building located at 160 Ayer Road, Unit 3 Littleton, MA without the approval of the Board and an amendment of this Agreement.

d. Upon opening, the Facility shall admit customers on a reservation only basis for an initial term to be determined as provided for below. At least two (2) months prior to opening, the Company may confer with the Police Chief for purposes of reviewing the Company's operational and security plans and the recent experience of other comparable retail facilities in nearby communities. The Facility shall operate on a reservation-only basis for a minimum term of two (2) weeks, plus such additional term as the Police Chief shall determine, in his sole discretion, based on anticipated public safety concerns arising out of or relating to traffic and/or vehicle queuing at Ayer Road, or concerns of loitering or persistent exterior pedestrian customer queuing. The Police Chief may extend the reservation-only requirement beyond the initial term in order to address these stated concerns as may be needed based on the observed demand at the Facility. The Police Chief shall lift the reservation-only requirement upon a determination that it is no longer necessary, but may thereafter reinstate it from time to time as may needed to address the concerns listed above. Such reservation only requirements may be imposed for particular times of day, and/or for particular days of the week, or for other time periods; provided that in no event shall the reservation-only system be required for longer than four consecutive (4) weeks at a time without the Company having the opportunity to review the matter with the Police Chief and the opportunity for the Company to propose alternative measures to manage on-site demand and/or mitigate the concerns that have provided the basis for maintaining the reservation-only system.

e. The Company will provide parking in an amount and in a layout satisfactory to the Planning Board pursuant to Section 173-200 of the Zoning Bylaw.

f. The Facility shall not be open to customers outside of the following hours:

Monday:	10:00 am to 10:00 pm
Tuesday:	10:00 am to 10:00 pm
Wednesday:	10:00 am to 10:00 pm
Thursday:	10:00 am to 10:00 pm
Friday:	10:00 am to 11:00 pm
Saturday:	10:00 am to 11:00 pm
Sunday:	10:00 am to 10:00 pm

Nothing contained in this Section 7 shall prevent the Planning Board from including conditions in a special permit or site plan approval that are more restrictive and/or more protective of the site, the neighborhood and the Town than the terms contained herein.

8. Community Impact Concerns: The Company agrees to employ its best efforts to work collaboratively and cooperatively to address comments presented at the Company's Community Outreach Meeting, to work with its neighboring businesses and residents, and to establish written policies and procedures to address mitigation of any unforeseen issues identified by the Town as having arisen through its operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

9. Retention of Regulatory Authority: By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over businesses in Town. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for Littleton Apothecary to operate the Facility in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, and regulations.

10. Support: Upon the request of the Company, the Town agrees to execute a certification that the Parties have executed a Host Community Agreement and certification of compliance with applicable local bylaws relating to the Company's application for a CCC Marijuana Retailer license, to the extent that such compliance has been properly demonstrated. The Town makes no representation in connection with this Agreement that it, or any of its regulatory/permitting boards, commissions, departments or agents will take any particular action on any license or permit application, including, but not limited to, any application for a special permit, building permit, or other local approval. This Agreement does not affect, limit, or control in any way the authority of Town boards, commission, departments or agents to carry out their respective powers and duties to act upon any application for permits, licenses, and approvals within their respective jurisdiction.

11. Term: This Agreement shall be take effect on the date set forth above, and shall be effective until the expiration of five (5) years beginning on the date the Facility commences operation at the premises, or until the permanent cessation of operations, whichever is earlier. At the conclusion of the term of this Agreement, the Parties may renegotiate a new Host Community Agreement. Notwithstanding the foregoing, the Town shall retain the right to enforce the terms of this Agreement up to and through the date that it receives the full payment of the Community Impact Fee required pursuant to Section 3 above and any other outstanding payments required to be made pursuant to this Agreement.

In the event that the Company no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void;

provided, however, that the Company will be responsible for the prorated portion of all payments provided for in this Agreement up to and including the date that it ceases operation.

12. Successors and Assigns: This Agreement is binding upon the Parties hereto, their successors, assigns, and legal representatives (as may be approved as provided for below). The Company shall not assign, sublet, or otherwise transfer its rights or interest in, nor delegate its obligations under, this Agreement, in whole or in part, without the prior written consent from the Town of Littleton, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town of Littleton. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town of Littleton.

13. Notices: Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, 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, and 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.

To the Town: Board of Selectmen
 Littleton Town Offices
 37 Shattuck Street, PO Box 1305
 Littleton, MA 01460

Copy to:

Christopher H. Heep, Esq.
Miyares and Harrington LLP
40 Grove Street Suite 190
Wellesley, MA 02482

To the Company: Littleton Apothecary
 c/o Christine Nordhaus
 160 Ayer Road
 Littleton, MA 01460

Copy to:

Blake M. Mensing, Esq.
The Mensing Group LLC

100 State Street, 9th Floor
Boston, MA 02109

14. Covenant Not to Sue: The Company agrees that it will not challenge, in any jurisdiction or venue, the enforceability of any provision included in this Agreement. Notwithstanding the foregoing, in the event that a change in Massachusetts law applicable to existing host community agreements expressly renders any provision contained in this agreement unenforceable, or the Cannabis Control Commission specifically rules that a provision of this agreement is unenforceable, the Company may seek judicial relief in an appropriate venue to the limited extent needed to make this Agreement comport with such change in law or ruling of the Cannabis Control Commission.
15. Severability: 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. Further, the Company agrees that it will not challenge, in any jurisdiction, 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 enforcing this Agreement.
16. Governing Law: 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 and the venue for any dispute hereunder shall be Middlesex County.
17. Entire Agreement: This Agreement, including all the documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This HCA 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.
18. 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 signatories to the original Agreement, prior to the effective date of the amendment.
19. Headlines: This article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.
20. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

21. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

22. No Joint Venture: The Parties agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town of Littleton as joint ventures or partners.

23. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

24. Contingency: The obligations of the Company and the Town of Littleton recited herein are specifically contingent upon the Company obtaining a license for operation of the Facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate Community Care Collective in the Town; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this agreement.

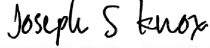
This Agreement shall be null and void in the event that the Company does not locate an adult use marijuana establishment in the Town or relocates the Adult Use Marijuana Establishment out of the Town of Littleton, provided, however, that if the Company decides not to locate an Adult Use Marijuana Establishment in the Town of Littleton, the Company shall reimburse the Town of Littleton for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town of Littleton, the Company agrees that an adjustment of Annual Payments due to the Town of Littleton hereunder shall be calculated based upon the period of occupation of the Adult Use Marijuana Establishment within the Town of Littleton, and in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Confidentiality: To the extent that information is required to be provided to the Town pursuant to the terms of this Agreement, the Company may provide financial information, investment materials, plans, documents, and other information related to the Company, its affiliates and operations marked clearly as "Confidential". The Town shall use best efforts to keep such information confidential to the extent permitted by law, in the Town's sole discretion.

The following signatures indicate that the parties hereby agree to the terms set forth in this HCA as per the date set forth on the first page of this HCA.

Town of Littleton

DocuSigned by:



303E55A6C1BE467...
Joseph Knox, Chair

DocuSigned by:



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Cynthia Napoli, Vice Chair

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Chuck DeCoste

DocuSigned by:




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Chase Gerbig

DocuSigned by:



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Paul Glavey

Littleton Apothecary, LLC



By: Christine Nordhaus, Owner