

## HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the TOWN OF LITTLETON, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at 37 Shattuck Street, Littleton, MA 01460 (the "TOWN") and PATRIOT BEVERAGE, LLC, a limited liability company authorized to do business in Massachusetts with a principal place of business at 20 Harvard Road, Littleton, MA 01460 (the "COMPANY").

This HCA represents the understanding between the TOWN and the COMPANY (the "PARTIES") with respect to the commitments arising from the planned development of 3 and 20 Harvard Road (the "PROPERTY"). The development of the PROPERTY is the subject of a Tax Increment Financing Agreement (the "TIF AGREEMENT") (attached as Exhibit A), entered into contemporaneously with this HCA, intended to provide an exemption from a portion of the real property taxes owed to the TOWN for the improvements made in the planned development of the PROPERTY.

### WITNESSETH

WHEREAS, the COMPANY owns approximately 23.62 acres of land known and numbered as 3 and 20 Harvard Road, described by the Littleton Assessing Department as Parcel ID numbers U 44 6 (20 Harvard Road) and U 44 20 (3 Harvard Road); and

WHEREAS the PROPERTY is located within the boundaries of the 495 Regional Technology Center Economic Target Area (the "ETA") as designated by the Massachusetts Economic Assistance Coordinating Council (the "EACC") pursuant to Chapter 23A, Section 3D(a)(ii)(J) of the General Laws; and

WHEREAS, through the PROJECT, the COMPANY is expected to create 50 new, permanent, full-time jobs ("NEW JOBS"); and

WHEREAS the PROJECT is expected to result in an estimated investment of approximately \$22,750,000 paid for by the COMPANY; and

WHEREAS the COMPANY is seeking a Tax Increment Financing Exemption from the TOWN for all development related to the PROJECT, in accordance with the Massachusetts Economic Development Incentive Program and Chapter 23A of the Massachusetts General Laws; and

WHEREAS, the COMPANY intends to apply for status as a Certified Project under the Massachusetts Economic Development Incentive Program; and

WHEREAS the TOWN strongly supports increased economic development in the TOWN, to expand commercial and industrial activity within the TOWN, and to develop a healthy economy and stronger tax base; and

WHEREAS the PROJECT furthers the economic development goals and the criteria established for the ETA; and

WHEREAS, by vote at a Special Town Meeting duly called and held on November 16, 2016, the Board of Selectmen of the Town of Littleton were duly authorized to adopt a Tax Increment Financing Agreement for the PROPERTY.

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the improved facilities on the PROPERTY, as well as their subsequent operation; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to the mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to insure that the proposed expansion and improvements occur efficiently;

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Within 3 months of the date that the Company meets its obligation to create 50 new jobs, the COMPANY shall make a payment to the Town in the amount of \$20,000. Except as is described in this HCA, the payment described in this section stands alone as an obligation of the COMPANY, and shall not be counted as an offset against any other monies due to the Town from the COMPANY such as tax bills, permitting fees or any other associated charges related to the PROPERTY or any other real estate within the Town.
2. The COMPANY shall be deemed to have met its obligation to create 50 new jobs, as identified in the above paragraph, at such time as its annual report on job creation, defined in the TIF AGREEMENT, Exhibit A, identifies that a minimum of 50 new jobs have been created.
3. The \$20,000 payment shall be earmarked for a particular project or projects to be agreed upon by the Company and the Board of Selectmen.
4. 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 HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, 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. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would

materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

5. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the TOWN as follows:

Keith Bergman, Town Administrator  
Town of Littleton  
37 Shattuck Street  
Littleton, MA 01460

with a copy to:

Thomas J. Harrington  
Miyares and Harrington LLP  
40 Grove Street • Suite 190  
Wellesley, MA 02482

If to the COMPANY:

Patriot Beverage, LLC  
20 Harvard Road  
Littleton, MA 01460

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

6. Failure by the COMPANY to perform its material obligations under any provision of this HCA beyond applicable notice and cure periods shall constitute a breach of the associated TIF AGREEMENT and, in addition to any and all remedies that may be available to enforce this HCA directly, the TOWN shall be entitled to pursue all remedies available to it pursuant to the TIF AGREEMENT.
7. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

8. Failure by the COMPANY to perform any term or provision of this HCA shall not constitute a default under this HCA unless COMPANY fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the TOWN and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if COMPANY is exercising due diligence in the remedying of such default.
9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. Except for the TIF AGREEMENT, this HCA sets forth the entire agreement of the PARTIES with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA may be modified only in a written instrument signed by the Board of Selectmen and the COMPANY. This HCA shall be binding upon the PARTIES and their successors and assigns.

Executed under seal.

TOWN OF LITTLETON  
BOARD OF SELECTMEN

By: M  
Melissa Hebert, Chairman

By: CDC  
Charles DeCoste, Vice Chairman

By: JRK  
James Karr, Clerk

By: JK  
Joseph Knox

By: PG  
Paul Glavey

Date 12/13/16

PATRIOT BEVERAGE, LLC

By: Dan  
Name: Dan Gray  
Title: General Manager

Date Dec 13 2016

Date