

HOST COMMUNITY AGREEMENT

This Agreement (the "Agreement") is entered into this 24th day of April, 2018, by and between the Town of Brookline, acting by and through its Town Administrator, with a principal address of 333 Washington St., Brookline, MA 02445 (hereinafter the "Town"), and New England Treatment Access, LLC, a duly organized Massachusetts limited liability company with a principal office address of 5 Forge Parkway, Franklin, Massachusetts 02038 (the "Company").

WHEREAS, the Company currently operates a Registered Marijuana Dispensary ("RMD") (also known as a Medical Marijuana Treatment Center) facility for the purpose of sales of medical marijuana and medical marijuana products at 160 Washington Street in the Town (the "Premises"), currently pursuant to regulations issued by the Commonwealth of Massachusetts Department of Public Health ("DPH") and the Town of Brookline enacted in connection with Chapter 369 of the Acts of 2012 (the "Establishment", which shall include current operations and operations as they may be expanded); and

WHEREAS, the Company and the Town acknowledge that they have previously executed a Host Community Agreement dated December 2015 concerning exclusively medical marijuana sales (the "2015 HCA"); and

WHEREAS, the 2015 HCA provided for certain payments to be made to the Brookline Community Foundation ("BCF") through at least 2020, to wit, \$300,000 for 2018, \$325,000 for 2019, and \$350,000 for 2020; and

WHEREAS, the 2015 HCA provided that the parties shall renegotiate the terms of the 2015 HCA in the event that it becomes permissible under Massachusetts law for the Company to sell or distribute marijuana at the Establishment for purposes other than the medical use authorized by its Massachusetts Department of Public Health license ("DPH"); and

WHEREAS, in November 2016, Massachusetts voters approved Question 4 to the 2016 ballot, resulting in the enactment of G.L. c. 94G and Chapter 55 of the Acts of 2017 permitting the sale of recreational marijuana and transferring the State licensing the sale of medical and recreational marijuana and medical and recreational marijuana products from the DPH to the Massachusetts Cannabis Control Commission ("CCC"); and

WHEREAS, in light of the approval of Question 4 to the 2016 State ballot and the enactment of G.L. c. 94G, and Chapter 55 of the Acts of 2017, the Company intends to acquire a Massachusetts Cannabis Control Commission ("CCC") Marijuana Retailer License to also permit the retail sales of non-medical marijuana and non-medical marijuana products ("Retail Sales") at the Premises pursuant to and in accordance with such laws and with the regulations issued by the CCC and the Town; and

WHEREAS, the Company intends to make certain payments to the Town to address direct or secondary impacts of the Company's operations within the Town pursuant to applicable Massachusetts law and CCC regulations while it operates the current RMD, as well as in the event that it receives a CCC Marijuana Retailer license permitting it to expand the Establishment's operations to include Retail Sales and in the event that it receives all other required permits and approvals to operate as a Marijuana Retailer; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of State law pertaining to host community agreements between host communities and marijuana establishments and/or medical marijuana treatment centers, including, but not limited to, 935 CMR 500 and G.L. c.94G, § 3(d); and

WHEREAS, the parties seek to maintain the current financial commitments to BCF set forth in the 2015 HCA through 2020 for the purposes set forth in Section 6 herein;

WHEREAS, the parties intend that this Agreement replaces, supplants and supersedes the 2015 HCA, and shall constitute the stipulations of responsibilities between the Town and the Company pursuant to applicable State law pertaining to host community agreements between host communities and marijuana establishments and/or medical marijuana treatment centers, including but not limited to, 935 CMR 500 and G. L. c. 94G, § 3(d); and

WHEREAS, certain Warrant Articles have been filed for Town Meeting's consideration at the May 2018 Annual Town Meeting ("ATM") that propose to regulate Marijuana Establishments in the Town, including the Establishment's operations as a Marijuana Retailer (see Warrant Articles 17, 18 and 21 to the 2018 ATM); and

WHEREAS, representatives of the Company, including the Company's legal counsel, attended the Selectmen's Licensing Review Committee's public meetings in 2018 at which the Warrant Articles were discussed, and provided feedback in connection with them; and

WHEREAS, the Company requests that the Town enter into a host community agreement with it prior to the 2018 ATM at which the Warrant Articles proposing to regulate the Establishment's operations will be considered;

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby expressly acknowledged, the Company and the Town hereby agree as follows:

1. Community Impact.

The parties anticipate that, as a result of the Company's operation of the Establishment, the Town will incur additional expenses and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services, educational services and public health services, in addition to potential additional unforeseen impacts upon the Town. To mitigate the financial impact upon the Town and use of Town resources, the Company agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein (the "Annual Payments").

2. Annual Payment.

The Company agrees to provide the following Annual Payment for each year this Agreement is in effect.

- a. Subject to Section 2(d) below, the Company shall make Annual Payments in an amount equal to three percent (3%) of the Company's gross revenue from marijuana and marijuana product sales (medical and non-medical) at the Establishment. In 2018 after the Effective Date (as defined below), the Annual Payment shall be

prorated from the day after the Effective Date and be made in two payments. The first payment shall be made in the amount of \$100,000 (“Initial Payment”) within five (5) business days after the later of (a) the commencement of sales of non-medical marijuana and non-medical marijuana products at the Establishment, or (b) denial by the CCC of the Company’s application for a Marijuana Retailer license (such later date being the “Effective Date”). The second payment (“Second Payment”) shall be equal to the balance of the three percent (3%) of gross revenue, as prorated from the day after the Effective Date, less the Initial Payment. The Second Payment shall be due within sixty (60) days after the end of the 2018 calendar year.

- b. Subject to Section 2(d) below, in each of the calendar years 2019, 2020, 2021 and 2022: three percent (3%) of the Company’s gross revenue from marijuana and marijuana product sales at the Establishment shall be made in two (2) six (6) month segments; the first, covering the first six (6) months of the respective calendar year, shall be paid sixty (60) days after the end of such six-month period, and the balance, covering the second six (6) months of the respective calendar year, shall be paid within sixty (60) days after the end of the respective calendar year.
- c. With regard to any year of operation for the Establishment which is not a full calendar year, the applicable Annual Payments shall be pro-rated accordingly.
- d. During each of the calendar years 2018, 2019 and 2020, the Annual Payments to the Town shall be reduced by the following payments made to the Brookline Community Foundation (“BCF”):
 - i. Payments to the BCF shall be \$300,000 for 2018 (as prorated from the day after the Effective Date), \$325,000 for 2019, and \$350,000 for 2020, except that such amounts shall be reduced by an amount that assures that the Annual Payments to the Town pursuant to this Section 2 herein for the portion of the Company’s gross revenue from medical marijuana and medical marijuana product sales are not less than \$300,000 for calendar year 2018 (as prorated from the day after the Effective Date), \$325,000 for calendar year 2019, and \$350,000 for calendar year 2020.
 - ii. The parties expect that BCF will grant NETA’s payments for purposes that are consistent with G.L. c. 94G, s. 3(d), including, but not limited to, the Town’s law enforcement, inspectional, permitting, administrative, educational, public health, and legal services, and other unforeseen impacts of the Establishment and its operations on the Town and use of Town resources. At the conclusion of each calendar year, the BCF shall provide documentation to the Town identifying the purposes and recipients of all grants awarded under this section. In the event that BCF does not grant such monies or any portion thereof to third parties for these purposes the BCF shall gift any balance of NETA’s payments to the Town.
 - iii. The Company’s payments to BCF shall be subject to the terms set forth in a separate agreement between the Company and BCF that contain the terms of Section (2)(d)(i)-(ii) above. In the event that BCF fails to execute such an agreement, the Company’s payments to BCF under this Section (2)(d) shall be

made to the Town pursuant to Sections 2(a)-(c) above.

3. Payments.

The Company shall make the Annual Payments set forth in Section 2, above, to the Town of Brookline. The Treasurer of the Town shall receive and hold the Annual Payments in conformity with applicable law, for the purposes of addressing the potential public health, safety, and other effects or impacts of the Establishment on the Town and on municipal programs, services, personnel, and facilities. While the purpose of the Annual Payments is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Annual Payments at its sole and absolute discretion. Notwithstanding the Annual Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including but not limited to local drug abuse prevention/treatment/education programs.

To the extent that any payments hereunder are deemed not enforceable or not required, the Company agrees to voluntarily donate or gift such payments to the Town.

4. Stipulations Pertaining to the Establishment's Operations.

- a. The Company's operations in connection with the Establishment shall comply with all applicable State and local laws, regulations, by-laws, codes, conditions and agreements with the Town, including, but not limited to, G.L. c. 94G, G.L. c. 94I, 935 CMR 500, the Town of Brookline's General By-Laws, the Town of Brookline's Zoning By-Laws, all applicable Town building, fire prevention, police, and health codes, regulations and standards, and any conditions imposed on licenses and permits held by the Company in connection with the Establishment (including, but not limited to, the Town's Zoning Board of Appeals special permit and any Select Board license).
- b. The Company's operations at the Establishment shall be limited to those permitted by a CCC Marijuana Retailer license pertaining to the Establishment and to the Premises (160 Washington St., Brookline, Massachusetts). There shall be no consumption, production or manufacture of any products at the Establishment. Production and manufacture does not pertain to repackaging of cannabis products produced or manufactured off-site.
- c. The Company shall maintain all permits and licenses required by State and local laws in connection with the Establishment, including, but not limited to, a valid, current license in good standing from the CCC. Any voiding of the CCC's license by operation of law (including due to cessation of operations, failure to become operational within the permitted time, or relocation without CCC approval), and any revocation or suspension of the Marijuana Retailer license applicable to the Establishment, shall result in an automatic suspension of any applicable special permit and Select Board license pending further determination by the Zoning Board of Appeals and/or Select Board, as applicable, made in conformity with law.
- d. A Manager or Alternate Manager must be on the Premises during the

Establishment's hours of operation. In the event of an emergency, the Manager or Alternate manager on site who needs to leave the premises shall designate an Alternate Manager to act as the temporary manager on duty. A written record shall be kept which identifies the Manager or Alternate Manager on duty for each shift. The Manager or Alternate Manager on duty shall have total responsibility for the proper operation of the Establishment's premises and operations.

The Company must obtain Select Board approval for the Manager and Alternate Manager(s) and for any change in Manager and Alternate Manager(s), which may entail the Select Board's review of a person's suitability for such position. In the event that the Select Board or designee undertakes a criminal background check in connection with such suitability determination, the Company shall provide to each person for whom it seeks Select Board approval a CORI Acknowledgment Form and a hard or electronic copy of the Town's "CORI Policy: Licensing", and provide to that the person an opportunity to review such materials prior to the person's execution of the CORI Acknowledgment Form and the Establishment's submittal of the executed CORI Acknowledgment Form to the Town.

- e. In the event the Company wishes to close the Establishment or cease its operations at the Premises under its DPH or CCC license and/or Select Board license for any period of time, whether on a temporary or permanent basis, it must provide thirty (30) days advance notice in writing to the Select Board of its intent to close or cease operations, stating the reason(s) therefor and any plans to reopen, including the date of reopening. The Company shall be responsible for the Annual Payments in Section 2 and donation in Section 6 unless the cessation of operations is noticed to the Select Board as a permanent cessation, in which case the Company shall be responsible for a prorated portion of such Payments and donation through the date of the cessation of operations.
- f. The Establishment's operations under the Company's applicable Marijuana Retailer license shall be conducted within the building.
- g. The Establishment's hours of operation must be approved by the Select Board. The Establishment shall not change its hours of operation without Select Board approval.
- h. The Company shall ensure that the Establishment's hours and methods of transportation of product shall not be a detriment to the surrounding area and nearby uses.
- i. Deliveries of marijuana and marijuana products shall not originate from the Premises unless explicitly required by State law.
- j. The Company shall have a police officer on-site to direct traffic in and out of the Premises. With a minimum of two (2) weeks advance written notice to the Town Administrator, the Company may apply for a waiver of this requirement from the Chief of Police or designee, who may waive this requirement following review of any Traffic Demand Management Plan and/or actual traffic operations at the site.
- k. The Company shall have a parking attendant on the Premises during the

Establishment's hours of operation to assist visitors with parking vehicles and with ingress onto and egress from the Premises.

- l. The Company shall maintain a designated patient/handicap drop off space/zone within the Establishment's parking lot.
- m. The Company shall conspicuously post signs in the Establishment's parking lot informing the public that parking spaces are for use by NETA patrons only and that parking time is limited to 30 minutes maximum.
- n. The Company shall not permit any disorder, disturbance, or illegality under State or local law of any kind at the Establishment and on the Premises.
- o. Establishment shall make reasonable efforts to ensure that its operations shall not result in illegal redistribution under State or local law of marijuana or marijuana products obtained from the Establishment, or in use of marijuana or marijuana products in any manner that violates State or local law.
- p. Establishment operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding its premises and adjacent properties. "Nuisance" includes, but is not limited to, disturbances of the peace, open public consumption of marijuana or marijuana products, excessive pedestrian or vehicular traffic, odors emanating from the Establishment's premises, electrical lighting, illegal drug activity under State or local law, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, excessive citation for violations of State traffic laws and regulations and/or Transportation Department Rules and Regulations, queuing of patrons (vehicular or pedestrian) in or other obstructions of the public way (sidewalks and streets), collisions between vehicles, bicyclists, and pedestrians, lewd conduct or police detentions and arrests.
- q. The Company shall equip the Premises and shall otherwise conduct the Establishment's operations in such a manner that (a) no pesticides or other chemicals or products are dispersed into the outside atmosphere, and (b) no odor of marijuana or marijuana products or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the facility or at any adjoining use or property.
- r. The Company shall be required to remove all marijuana and marijuana products from the Premises by the earlier of:
 - i.) prior to surrendering its CCC Marijuana Retailer license; or
 - ii.) within six (6) months of ceasing operations.
- s. The Establishment's operations shall comply with 527 CMR and with Chapter 38 of the NFPA 1 (2018), as they may be amended, and as applicable.
- t. The Company shall accept as valid proof of age the forms of identification listed in the safe harbor provision of M.G.L. c. 138, § 34B as to liquor sales, both in connection with sales by the Company through the Establishment's operations and

for deliveries of marijuana and marijuana products to locations within the Town if sold other than through the Establishment's operations. The Company agrees to implement any other measures that may be specified by the Select Board or its designee pertaining to such verification of age procedures.

- u. The Company shall not supply marijuana or marijuana products free of charge or as otherwise prohibited by 935 CMR 500.105. Prohibited endeavors shall include, but are not limited to, product "giveaways", gifts, coupons, free or donated marijuana or the distribution of marijuana or marijuana Products as an incentive, prize or bonus in a game, contest or tournament involving skill or chance.
- v. The Company is prohibited from use of on-site self-service displays on the Premises which permit the customer to receive marijuana and marijuana products without the physical assistance of a Marijuana Establishment Agent. Self-service displays are defined to mean displays from which customers may select marijuana or marijuana products without assistance from an employee or store personnel, and include vending machines.
- w. The Company shall maintain compliance with any Town Police Department-approved security and public safety plan as the Police Department may require (which the Police Department may amend in its sole discretion) in connection with the Premises or the Establishment's operations, which plan may include measures relating to alarms, fencing, gates, limited access areas, delivery procedures, police details, specification of video and lighting locations, notifications to the Police Department in the event of any known or suspected violation of criminal law that has taken place on or near the Premises (related or unrelated to the operations of the Establishment), notifications to the Police Department in the event of any incident reporting to the CCC or DPH, providing access to and transfer of video footage from the Establishment's video surveillance system to the Police Department when the Police Department so requests (which request may be made when the Police Department has a reason to believe that such footage may be of assistance in an ongoing investigation related or unrelated to the operations of the Establishment), a requirement to connect an alarm system to a third-party monitoring system and to notify the Town's Chief of Police about said third-party monitoring system, and any other notifications and security-related measures as may be required by the Police Department and/or the Select Board.
- x. The Company shall secure every entrance to the Establishment's building so that access to areas containing marijuana and marijuana products is restricted to Company employees and others permitted by the Establishment to access the area and to agents of the CCC or state and local law enforcement officers and emergency personnel.
- y. The Company shall secure its inventory and equipment during and after the Establishment's operating hours to deter and prevent theft of marijuana, marijuana products and marijuana accessories.
- z. The Company shall file an emergency response plan concerning the Establishment with the Town's Fire, Police and Health Departments and share with these

Departments its security plan and procedures and any updates to them in the event they are modified.

- aa. The Establishment's operations shall comply with any Transportation Demand Management Plan required by the Select Board or its designee that has been approved by the Director of Transportation and Engineering and the Assistant Director for Regulatory Planning, which may include, but is not limited to, as they shall determine in their sole discretion:
 - i.) the commitment to find off-site private parking for any employees driving to this site;
 - ii.) sheltered bicycle parking;
 - iii.) a specific minimum percentage of MBTA subsidy for employees, and performance monitoring and submission of records of any required remedial actions, with traffic studies to be conducted approximately 3 months and 15 months after commencement of operations under the CCC's initial Marijuana Retailer license or the initial Select Board license (the latter, if applicable), whichever is the later issued.
 - iv.) a provision stating that if performance goals are not met, additional mitigation measures shall be implemented subject to the review and approval of the Director of Transportation and Engineering and the Assistant Director of Regulatory Planning.

The definition of the term "peak periods" referenced in the Transportation Demand Management Plan is subject to approval by the Commissioner of Public Works or designee.

- bb. The Company shall consent to unannounced, unscheduled, periodic inspections of the Premises and vehicles within the Town by the Select Board and/or agents of the Select Board from the Building, Health, Police and Fire Departments (which, when conducted by the Police Department, shall be by a sworn police officer holding the rank of Sergeant or higher) on week-days during normal business hours to determine the Company's compliance with the requirements of applicable state and local laws, regulations, codes, license and permit conditions, and this Agreement. In addition, routine inspections may be made on week-days during regular Town business hours by authorized inspectional departments to determine compliance with the foregoing. Inspections by the authorized inspectional departments may be made at other times to investigate complaints or suspected non-compliance issues. Inspections may include all areas occupied, used or controlled by the Establishment within the Town. Facilities requiring re-inspection are subject to applicable re-inspection fees. Inspections shall be conducted in conformity with applicable federal, state and local law.
- cc. The Company shall cooperate and comply with requests for information made by the Select Board and its agents from the Planning, Building, Health, Police, Fire and

Public Works Departments.

- dd. Within fourteen (14) days of submission to the CCC, the Company shall provide to the Select Board a copy of its application(s) to the CCC for an original or renewed CCC license. The Company further agrees to provide the Select Board with a copy of any application for a CCC license pertaining to the Establishment upon the Town's request prior to the Effective Date. Copies of such applications may be disclosed in accordance with the provisions of the Public Records law. The Company may identify information within such documents that it believes is non-public record information, for the Town's consideration.
- ee. Marijuana and marijuana products, including edible marijuana products, are subject to random inspection and testing by the Town, and/or verification by the Town that inspection and/or testing has occurred.
- ff. The Company must apply for and obtain the approval of the Select Board or its designee prior to making any structural change to the Premises.
- gg. Within twenty-four (24) hours of receipt of the Company's notice of it, the Company shall file with the Town Administrator, Director of Public Health and Building Commissioner any summary cease and desist order, cease and desist order, quarantine order, suspension order, revocation order, order limiting sales, deficiency statement, plan of correction, notice of a hearing, notice of any other administrative process or legal action, denial of a license, denial of a renewal of a license, or final action issued by a state or federal agency (including, but not limited to, the CCC and DPH).
- hh. Within fourteen (14) days of it, the Company must inform the Town Administrator of any action by the State in the nature of any of the following relative to any Establishment Agent, or any supervisor of an Establishment Agent: an Establishment Agent registration is revoked; a renewal application for an Establishment Agent registration is denied; or, an Establishment Agent is subject to any pending administrative process or legal action.
- ii. The Company shall promptly provide prior written notice to the Town Administrator of its intent to cease accepting payment by credit card.
- jj. The Company shall provide the Town Administrator, Chief of Police, Fire Chief, Health Director, Planning Director, and Building Commissioner with an up-to-date list of the names, 24-hour telephone numbers and email addresses of all Executive Team Members, Managers, Alternate Managers, and key holders of the Premises to whom the Town may communicate if necessary during business hours and after business hours.
- kk. Executive Management Team Members, Managers and Alternate Managers shall respond within twenty-four (24) hours of contact by a Town staff member. The Company agrees to appear before the Select Board and/or to communicate with Town staff if requested to do so.

- ii. The Company shall maintain on the Premises in a readily-accessible location one or more binders containing (a) all operating policies and procedures required by 935 CMR 500 and 105 CMR 725.105, (b) an up-to-date list of all products sold by the Company through the Establishment's operations, including the strains and forms in which marijuana and marijuana products are sold, along with prices charged, (c) the Company's entire application for an original CCC Marijuana Retailer license in connection with the Establishment and any application for a Town Select Board license, in addition to renewal applications for such licenses; (d) a Town Health Department-approved pest control and a rubbish and litter plan, (e) a copy of the Registration Cards for the Establishment's Agents staffing, or supervising staff, of the Establishment, and (f) proof of a general liability insurance policy or escrow account as required by 935 CMR 500 and/or 105 CMR 725, as applicable. Upon the request of the Select Board or its agent, the licensee shall make the binder(s) available for inspection.

If any of the foregoing Stipulations Pertaining to Operations ("Stipulations") conflict with a State or local law or regulation, or with a condition imposed by a CCC Marijuana Retailer license, a Town Select Board license, or a Town Zoning Board of Appeals special permit, the State or local law or regulation or license or permit condition shall control.

5. Other Payments.

The Company anticipates that it will make purchases of water, and sewer from all local government agencies. Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, including but not limited to sales taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

6. Education and Prevention Programs.

For the year 2021 and for the balance of the term of this Agreement, the Company, in addition to any other payments specified herein, shall annually donate \$25,000 per year to the BCF or a non-profit entity approved by the Town for the purposes of drug abuse prevention/treatment/education and/or health and wellness programs to be conducted in the Town of Brookline (the "Annual Donations"). The Annual Donations made under this paragraph shall not be considered part of the Annual Payment to the Town and shall be used solely for charitable purposes.

7. Annual Filing.

The Company shall promptly notify the Town when the Company commences sales of non-medical marijuana and non-medical marijuana products at the Establishment, or when it receives notification from the CCC of a denial of its Marijuana Retailer license application. The Company shall submit annual financial statements to the Town on or before January 15 of each year, which shall include certification of itemized gross sales for the previous

calendar year, and all other information required to ascertain compliance with the terms of this Agreement. Upon request, 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 is required by the Commonwealth in order for the Company to obtain and maintain required State licenses and permits for the Establishment's operations from the CCC.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.

8. 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 by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying 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. Nothing in this section shall in anyway limit or prevent the Company from challenging the valuation of its property before the Board of Assessors or at the Appellate Tax Board.

All taxes and charges owed to the Town must be paid on a current basis. The Town may place a lien on the property of any person who has an outstanding balance due the Town from any fee, charge or tax, which balance is at least six (6) months past due.

9. Community Support and Additional Obligations.

To the extent permitted by law, the Company will make commercially reasonable efforts in a legal and non-discriminatory manner to recruit local businesses, suppliers, contractors, builders, vendors and employees in connection with the Establishment's construction, maintenance and operations.

10. Support.

The Town agrees to execute a certification of compliance with applicable local bylaws relating to the Company's application for a CCC Marijuana Retailer license, where such compliance has been properly demonstrated, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special

Permit or other zoning application or a Select Board license application submitted by the Company, in any particular way other than by the Town's normal and regular course of conduct, subject to applicable statutes, regulations, rules, guidelines and procedures.

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, licenses and other approvals under applicable law, or to enforce applicable law. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits, licenses and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits, licenses and approvals or applicable law.

11. Term and Termination.

With the exception of Section 4(dd), which takes effect upon execution of this Agreement, this Agreement shall take effect and shall be deemed to replace the 2015 HCA on the day after the Effective Date. The 2015 HCA shall remain in effect through the Effective Date and thereafter shall terminate. This Agreement shall continue in effect for a period of five (5) years from the day after the Effective Date or until the permanent cessation of operations at the Establishment, whichever is earlier. At the conclusion of the term of this Agreement, the parties shall renegotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event 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; however, the Company will be responsible for the prorated portion of the Annual Payment due as under Section 2 above. The Town may terminate this Agreement at any time.

12. Governing Law.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Norfolk County.

13. 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 duly authorized representatives of the Company and the Town, prior to the effective date of the amendment.

14. Severability.

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, 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.

15. Covenant Not to Sue/Indemnification

The Company agrees it will not challenge, in any jurisdiction, the enforceability of any

provision included in this Agreement; and to the extent the enforceability and/or validity of this Agreement is challenged by the Company in any agency or court of competent jurisdiction, the Company shall indemnify, defend and hold the Town harmless and shall pay for all reasonable fees and costs, including attorneys' fees and costs at a rate customary for private municipal counsel work, incurred by the Town as the result.

The Company acknowledges that its operations pursuant to State licenses to sell medical and non-medical marijuana and marijuana products is as permitted under the laws and regulations of the Commonwealth of Massachusetts and that such activities are currently illegal under laws and regulations of the United States of America. The Company acknowledges that it may be subject to claims and actions by governmental entities and private individuals or entities related to the current inconsistency of its operations with federal law or otherwise. The Company agrees that the Town shall not have any obligation to the Company or liability arising out of any enforcement action by governmental authorities or lawsuit by any private individuals or entity related to the Company's operations in connection with the Establishment. The Company shall indemnify, defend and hold the Town harmless with respect to any governmental enforcement actions, or any private claims or actions, related to the Establishment's operations and shall pay for all reasonable fees and costs, including reasonable attorneys' fees and costs, resulting to the Town therefrom.

The Company shall include the Town as an additional insured on any insurance it carries for the Premises and the Establishment, said insurance to have commercially reasonable and appropriate terms and conditions. A copy of said insurance certificate shall be provided to Town Counsel and shall be with insurers authorized and licensed to do business in Massachusetts.

The Company shall indemnify, defend and hold the Town harmless and shall pay for all reasonable fees and costs, including reasonable attorneys' fees and costs, incurred by the Town in enforcing this Agreement.

16. Successors/Assigns.

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

17. Headings.

The 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.

18. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together,

each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

19. Signatures.

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

20. 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.

21. Notices.

Except as otherwise provided herein, any notices, consents, demands, request, 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 will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To the Town: Town Administrator, Town of Brookline
333 Washington St., 6th Floor
Brookline, MA 02445

To Company: New England Treatment Access, LLC
5 Forge Parkway
Franklin, MA 02038

22. Retention of Regulatory Authority.

By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.

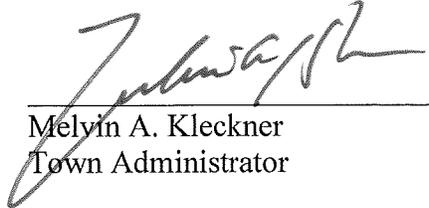
23. Third-Parties.

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

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

TOWN OF BROOKLINE,

NEW ENGLAND TREATMENT ACCESS,
LLC,



Melyin A. Kleckner
Town Administrator



Kevin O'Brien
President

