

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the “**HCA**”) is entered into on this 14th day of August 2018, by and under the laws of the Town of Charlton (the “**TOWN**”), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the “**SELECTMEN**”) and by and between Valley Green Grow, Inc, with a principal office address of 1600 Osgood Street, North Andover, MA 01845 (“**LICENSEE**”).

This HCA represents the understanding between the TOWN and LICENSEE (the “**PARTIES**”) with respect to development of a tract of land with improvements located at 7L Turner Road and 44 Old Worcester Road (the “**PROPERTY**”) is shown as Assessor’s Map 36, Lots C10 and C10.1 Assessor’s Map 36. The development of the PROPERTY is also subject to a Development Agreement (the “**DEVELOPMENT AGREEMENT**”) and a Retail Development and Remuneration Agreement (the “**REMUNERATION AGREEMENT**”), intended to provide benefits to the TOWN in order to secure approval for LICENSEE to develop and utilize the PROPERTY for its intended use of a licensed marijuana cultivator with accessory manufacture and processing uses, which shall be subordinate to the cultivation use and shall be limited to cannabis grown on the PROPERTY.

RECITALS

WHEREAS, LICENSEE plans to seek a license from the Department of Public Health (and/or its successor agency, the Cannabis Control Commission) and to commence a significant capital investment in the development of a site located on the PROPERTY for use as the cultivation, manufacturing, and processing site for a licensed Registered Marijuana Dispensary (the “**FACILITY**”); 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, the DEVELOPMENT AGREEMENT, the REMUNERATION AGREEMENT, and a strengthened local tax base; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the construction of the expanded and 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 mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to ensure the proposed improvements and operations occur efficiently:

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. 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, 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. 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 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 HCA.
2. Notwithstanding any provision of State law or local bylaws to the contrary, LICENSEE agrees to be subject to Site Plan Review and approval by the Town's Planning Board, in accordance with the procedures and standards set forth in Section 7.1.4 of the Charlton Zoning Bylaws. The Town agrees that a Preliminary Subdivision Plan for the Property was filed on or about submitted to the Planning Department on April 25, 2018 and first presented at a meeting of the Planning Board convened on May 2, 2018 and as a result, LICENSEE (subject to the provisions of G.L. c.40A, §6, including the requirement to submit a Definitive Subdivision Plan within seven months) will have the benefit of an eight (8) year zoning freeze, such that no use or structure at the Property shall be subject to any bylaw changes adopted subsequent to the Preliminary Subdivision Plan except to the extent explicitly agreed to herein. In accordance with the procedures set forth in G.L. c.44, §53G, the Planning Board may require LICENSEE to fund, to the extent necessary to review and analyze the Site Plan for any proposed facility, the reasonable costs of the Planning Board's employment of outside consultants, including without limitation, engineers, architects, scientists and attorneys.
3. LICENSEE acknowledges and agrees that the marijuana manufacturing and processing use authorized pursuant to this HCA shall only be accessory and incidental to the primary use of the PROPERTY for marijuana cultivation and shall be limited to cannabis grown on the PROPERTY.
4. LICENSEE shall confer and cooperate with the Charlton Marijuana Advisory Committee ("**COMMITTEE**") regarding the construction of the FACILITY. The Committee shall review, inter alia, proposed exterior aesthetic and/or decorative design choices to ensure the site design fits within the character

of its environs as well as the community at large. In the event that external repairs and remodeling are required for subsequent to the initial development of the PROPERTY, LICENSEE shall further consult with the COMMITTEE. LICENSEE shall give due consideration to all reasonable requests and recommendations of the COMMITTEE.

5. LICENSEE commits to the provision of educational materials related to health, safety and responsible use of the products offered at the proposed site. These materials shall be readily available at the point of purchase. Such materials shall be published and distributed by LICENSEE and made available to the residents of the TOWN. All educational materials shall be developed in consultation with the Massachusetts Department of Public Health, the Charlton Board of Health, the Charlton Police Department, and other reasonable, relevant private groups as identified by the named entities. LICENSEE shall be required to provide one age-appropriate system of drug awareness and/or drug abuse prevention-related educational programming materials or like event per academic year for each of the TOWN school levels, e.g., Elementary, Intermediate, and Secondary. The aforesaid materials and/or event shall be developed in conjunction with the Chief of Police and the Superintendent of TOWN schools.
6. LICENSEE is deeply committed to creating a non-discriminatory workplace and a welcoming work environment. Within those strictures, LICENSEE is also deeply committed to being a Good Neighbor to the TOWN. Therefore, where allowed by Federal, State and Municipal laws and regulations, a "Local Labor Hiring Preference" shall exist for all residents of the TOWN applying for employment by LICENSEE at the PROPERTY. That is, within the confines of the law, and all other factors being equal, LICENSEE shall reasonably seek to employ Charlton residents before considering other candidates for open positions.
7. LICENSEE commits to close, ready, and transparent cooperation with the Charlton Police Department. LICENSEE therefore shall facilitate the reasonable provision of real-time access to the internal and external security camera footage feeds to the Chief of Police of the Town of Charlton, or their designated agent within the Charlton Police Department.
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9. The LICENSEE's obligations under the terms of the DEVELOPMENT AGREEMENT and the REMUNERATION AGREEMENT are hereby incorporated by reference into this HCA.

10. This HCA, the DEVELOPMENT AGREEMENT and the REMUNERATION AGREEMENT may only be modified by the express written consent of both parties.

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this HCA, 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 Town: Town Administrator
Charlton Town Hall
37 Main Street
Charlton, MA 01507

Copy to:

Jonathan M. Silverstein
KP Law, PC
101 Arch Street
12th Floor
Boston, MA 02110

To Licensee: c/o Ruberto, Israel & Weiner, P.C.
255 State Street, 7th Floor
Boston, MA 02109
Attn: Michael D. Rosen, Esq.

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.

11. 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 shall instead negotiate in good faith with respect to appropriate modifications of 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, earthquakes, 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

any governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

12. Failure by LICENSEE to perform any non-monetary term or provision of this HCA shall not constitute a default under this HCA unless LICENSEE fails to commence to cure, correct or remedy such failure within thirty (30) days of 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 reasonable remedy such default, if LICENSEE is exercising due diligence in the remedying of such default.
13. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA can be modified only in a written instrument signed by the SELECTMEN and LICENSEE. This HCA shall be binding upon the PARTIES and their successors and assigns.

[Signature Page to Follow]

Executed under seal on the date first written above.

TOWN OF CHARLTON:

Board of Selectmen



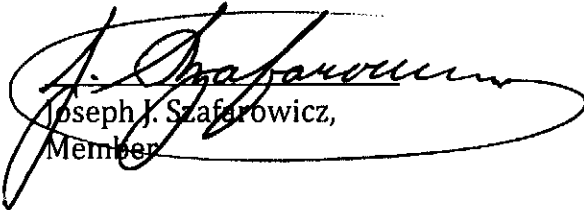
John P. McGrath, Chairman



Deborah B. Noble, Vice-Chairperson

Karen A. Spiewak, Clerk

David M. Singer, Member

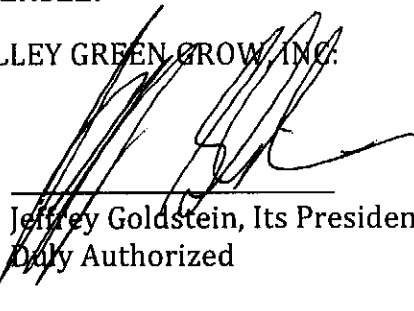


Joseph J. Szafarowicz,
Member

LICENSEE:

VALLEY GREEN GROW, INC.

By: _____



Jeffrey Goldstein, Its President
Duly Authorized

[Signature Page of Host Community Agreement]

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RECITALS

WHEREAS, LICENSEE plans to seek a license from the Cannabis Control Commission and to commence a significant capital investment in the development of a site located on the PROPERTY for use as a licensed Marijuana Product Manufacturer (the "**FACILITY**"); 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, the DEVELOPMENT AGREEMENT, the REMUNERATION AGREEMENT, and a strengthened local tax base; and

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

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[Signature Page to Follow]

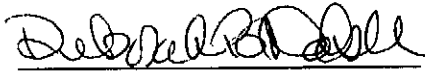
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TOWN OF CHARLTON:

Board of Selectmen



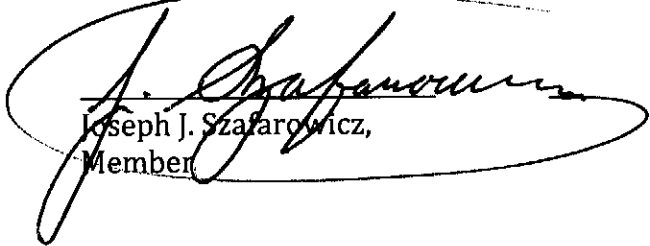
John P. McGrath, Chairman



Deborah B. Noble, Vice-
Chairperson

Karen A. Spiewak, Clerk

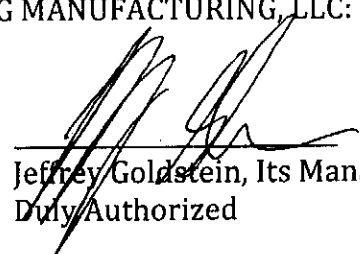
David M. Singer, Member



Joseph J. Szafarowicz,
Member

LICENSEE:

VGG MANUFACTURING, LLC:

By: 

Jeffrey Goldstein, Its Manager
Duly Authorized

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RECITALS

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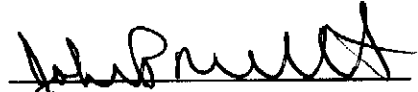
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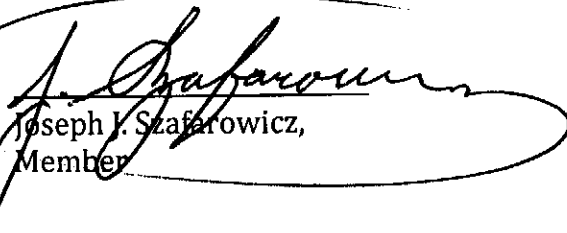
John P. McGrath, Chairman



Deborah B. Noble, Vice-Chairperson

Karen A. Spiewak, Clerk

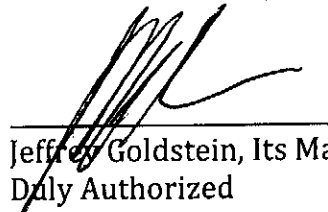
David M. Singer, Member



Joseph J. Szafarowicz,
Member

LICENSEE:

VALLEY GREEN GROW, LLC:

By: 

Jeffrey Goldstein, Its Manager
Duly Authorized

[Signature Page of Host Community Agreement]