

**HOST COMMUNITY AGREEMENT FOR THE SITING OF
A MARIJUANA RETAIL ESTABLISHMENT IN THE TOWN OF BOLTON**

THIS HOST COMMUNITY AGREEMENT (this "Agreement") is entered into this 14th day of July, 2022 (the "Effective Date") by and between the **TOWN OF BOLTON**, a Massachusetts municipal corporation acting by and through its Select Board, with a principal address of 663 Main Street, Bolton, MA 01740 (the "Town"), and **UC RETAIL, LLC**, a Massachusetts Limited Liability Company with a principal address of 601 Fitchburg State Road, Ashby, MA 01431 (the "Company") (the Town and the Company are together the "Parties" and individually a "Party").

Recitals

WHEREAS, the Company wishes to locate a licensed Marijuana Establishment, specifically a Marijuana Retailer, as those terms are defined and used in M.G.L. c. 94G and 935 CMR 500.00 et seq., and the Zoning Bylaws of the Town of Bolton, to be located at 476 Main Street, Units 3 and 4, Bolton, MA (the "Facility") in accordance with the laws of the Commonwealth of Massachusetts and those of the Town;

WHEREAS, in accordance with M.G.L. c. 94G, § 3(d), a marijuana establishment seeking to operate in a municipality must execute an agreement with the host municipality setting forth the conditions to have the marijuana establishment located within the municipality and including the stipulations of responsibilities between the municipality and the marijuana establishment;

WHEREAS, the Company desires to provide community impact fee payments to the Town pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Town by the Company's operations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the Parties agree as follows:

Agreement

1. **Payments:** The Parties anticipate that the Facility will impact the Town's resources in ways unique to such businesses and will uniquely draw upon the Town's resources such as the Town's Road system, law enforcement, fire protection services, inspectional and permitting services, and public health services in a manner not shared by the general population and may cause additional unforeseen impacts in the Town. Accordingly, in order to mitigate any such impacts upon the Town and the use of Town resources, The Company shall make certain payments to the Town in the amounts and under the terms provided as follows:
 - a. **Processing Payment.** The Company shall make a one-time payment to the Town of Three Thousand Hundred Dollars (\$3,000.00) to cover the Town's expenses relating to the negotiation and approval of this Agreement. The Processing Payment shall be paid to the Town within seven (7) days of the execution of this Agreement.

b. Community Impact Fee.

- (1) During the term of this Agreement the Company shall pay to the Town a "Community Impact Fee" in an amount equal to three percent (3.0%) of the gross sales of the Facility (the "Community Impact Fee Payments"). The Community Impact Fee Payments shall be made as follows:
 - i. The initial Community Impact Fee Payment ("Initial Payment") shall be due on the first day of the fourth (4th) month following the date on which the Company commences sales at or from the Facility ("Opening Date");
 - ii. Subsequent Community Impact Fee Payments shall be due three (3) months following the most recent Community Impact Fee Payment.
 - (2) Calculation of Gross Sales: For the purposes of this Agreement, gross sales shall mean gross sales at or from the Facility, including deliveries, over the applicable three-month period of all marijuana products, as defined in 935 CMR 500.002, including all marijuana, marijuana-infused products, and any other products sold at or from the Facility subject to the Massachusetts excise tax and local option tax on marijuana products. Excluded from gross sales are sales of paraphernalia, accessories, apparel, or other non-marijuana products at or from the Facility that are not subject to the Massachusetts excise tax and local option tax on marijuana products.
 - (3) The Community Impact Fee Payments shall be in addition to the local option tax on marijuana products adopted by the Town.
 - (4) The Community Impact Fee Payments due under this Agreement are contingent upon the Company's receipt of all state and local approvals and permits necessary to operate the Facility.
2. **Property Taxes:** At all times during the Term of this Agreement, property, both real and personal, owned or leased 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. This provision is not intended to limit the landlord or the Company's ability to challenge or appeal the valuation of its real or personal property.
3. **Community Impact Fee Relative to Town Costs:** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the Town by the operation of the marijuana establishment... " ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty of computing actual Town Costs and have agreed to the Community Impact Fee Payments in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of the Facility may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs.

4. **Community Impact Fee as Other Municipal Charges:** The Community Impact Fee Payments are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Bolton Tax Collector of individuals delinquent on their taxes or other municipal charges. Written notice must be given to the Company by the Bolton Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than fourteen (14) days after said notice.
5. **Use of Community Impact Fee:** The Town may expend the Community Impact Fee at the Town's sole and absolute discretion.
6. **Payments and Compliance with Agreement as Condition of Operation; Default and Remedy:**
 - a. All payments required of the Company under this Agreement, including but not limited to the Community Impact Fee Payments and taxes, are necessary for the Company's continued operation of the Facility. Failure to make any required payments shall constitute a default of this Agreement and may serve as cause for the Town's immediate review, upon ten (10) business days' notice to the Company by the Town, of the remedies available to the Town in this section and other sections of this Agreement.
 - b. The Company shall be in default of this Agreement if any of the following occur:
 - i. The Company fails to make any payments required pursuant to this Agreement and such failure is not cured within ten (10) business days of written notification from the Town; or
 - ii. The Company breaches any other provision of this Agreement and such breach is not cured within thirty (30) days of written notification from the Town; provided, however, that in the event such breach is not capable of being cured within such 30-day period, the Company shall have such additional time as may be reasonably necessary to cure such breach so long as the Company commences said cure within the initial 30-day period and thereafter diligently prosecutes the same to completion.
 - c. As a remedy for any default by the Company, the Town may, among other remedies, revoke, suspend, or otherwise limit the permission of the Company to operate in the Town and issue an order to cease and desist with all operations associated with the Facility upon written notice from the Town. The Town's costs of enforcing against any such default, including the Town's attorneys' fees, shall be paid by the Company.
7. **Scope of Facility:** This Agreement authorizes and governs the operation of the Facility as specifically defined in this Agreement. The Company shall not expand the Facility

in any way without notifying the Town and entering good faith negotiations to amend this Agreement, provided that any such amendment shall not result in a decrease in the Community Impact Fee Payments due to the Town under this Agreement. The Company shall not seek licensure for or seek to operate any type of marijuana establishment at any other location within the geographic boundaries of the Town without first entering into a separate host community agreement with the Town.

8. Site and Facility Operations:

- a. Traffic Mitigation. The Company shall comply with any Town bylaw, regulation, policy, or local approval with respect to providing sufficient mitigation of traffic impacts associated with the Facility. At any time during the Term, the Company shall upon request submit a traffic mitigation plan for review and approval by the Select Board. Failure by the Company to mitigate traffic impacts associated with the Facility to the satisfaction of the Select Board shall be a default of this Agreement and grounds for the Town to pursue the remedies specified in Section 6 of this Agreement, to pursue other remedies available under this Agreement or at law, or to seek termination of this Agreement.
- b. Security.
 - (1) The Company shall maintain security at the Facility at least in accordance the security plan presented to the Town and approved by the Cannabis Control Commission. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Facility and the security thereof. Such compliance shall include but will not be limited to: providing hours of operation, after-hours contact information, and access to surveillance operations to the Bolton Police Department, and requiring agents and employees of the Facility to produce identification to law enforcement upon request.
 - (2) The Company shall promptly report the discovery of the following to the Bolton Police Department within twenty-four (24) hours: diversion of marijuana; unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, distribution, and delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, employees, or customers; 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 hours; and any other breach of security.
 - (3) The Company shall coordinate with the Bolton Police Department in the development and implementation of required security measures, including the determination of the placement of security cameras, and the sharing of security information. The Company will maintain a cooperative relationship

with the Bolton Police Department, including but not limited to, periodic meetings to review operational concerns and communication with the Bolton Police Department of any suspicious activities at the Facility.

- c. Operating Hours. The maximum hours of operation of the Facility shall be limited to Monday through Saturday 10 AM to 9 PM and Sunday from 12 PM to 6 PM, or as otherwise established by the Select Board.
 - d. Approval of Manager. If requested by the Town, the Company shall provide to the Town background documentation submitted to the Cannabis Control Commission for the Facility's on-site manager.
 - e. Diversion Program. To the extent requested by the Bolton Police Department, and consistent with the regulations of the Cannabis Control Commission, the Company shall work with the Bolton Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the date that the Company commences operations at the Facility. Such plan will include but is not limited to: (i) training the Company's employees to be aware of, observe, and report any unusual behavior in authorized visitors or other employees that may indicate the potential for diversion; and, (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.
9. **Compliance with Local Law**: The Company shall work cooperatively with all necessary Town boards, commissions, committees, officers, or officials to ensure that the Company's operations are compliant with the bylaws, regulations, and policies of the Town. This Agreement does not waive, limit, control, or in any way affect the legal authority of any Town board, commission, committee, officer, or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend, or revoke any permit, license or other approval with respect to, the Company or the Facility, nor does it waive, limit, control, or in any way affect the legal authority of the Bolton Police Department to investigate, prevent, or take action against any criminal activity with respect to the Company or the Facility. Nothing in this Agreement presumes, implies, suggests, or otherwise creates any promise that the Company shall obtain or retain any or all local permits, licenses, and other approvals that are required in order to operate at the Facility.

10. Additional Company Obligations:

- a. Annual Reports. The Company shall, at least annually, provide the Town with copies of all reports submitted to the Cannabis Control Commission regarding operations at the Facility.
- b. Financial Records.
 - (1) At the time the Company submits each Community Impact Fee Payment to the Town, the Company shall submit financial records pertaining only to the Facility in Bolton (and not additional locations) to the Town with a certification of gross sales with respect to such Payment. The Town may submit copies of any of the forgoing documents to the Cannabis Control

Commission at any time. The Company shall also submit to the Town copies of any additional financial records the Company must submit to the Cannabis Control Commission. The Company shall maintain its 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 Cannabis Control Commission. All such records shall be kept for a period of at least seven (7) years. The provisions of this section shall survive the termination or expiration of this Agreement.

(2) During the term of this Agreement and for three (3) years following termination of this Agreement, the Town shall have the right to examine, audit and copy (at its sole cost and expense) those parts of the Company's books and financial records which relate to the determination of each Payment. Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with the Company's normal business activities and shall be at the Town's sole cost and expense. The provisions of this section shall survive the termination or expiration of this Agreement.

c. Local Vendors. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility. Notwithstanding the foregoing, residency within the Town will be one of several factors in hiring decisions at the Facility but shall not be determinative and shall not prevent the Company from engaging services from the most qualified vendors.

d. Employment/Salaries. Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Town as employees at the Facility. Notwithstanding the foregoing, residency within the Town will be one of several factors in hiring decisions at the Facility but shall not be determinative and shall not prevent the Company from hiring the most qualified candidates.

e. Reports on Vendors and Employment. The Company shall provide the Town with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (a) and (b) above.

11. Indemnification: Upon the Effective Date, the Company shall defend, indemnify, and hold harmless the Town, its officers, employees, and agents ("Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits against or involving the Indemnified

Parties, including reasonable attorneys' fees, reasonable experts' fees, and associated court costs ("Liabilities") that arise from or relate in any way to (i) this Agreement, or (ii) the Facility to the extent in the control of the Company. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under other provisions of this Agreement. This indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period. If any action or proceeding is brought against the Town arising out of any occurrence described in this section, upon notice from the Town, the Company shall, at its expense, defend such action or proceeding using legal counsel approved by the Town, provided that no such action or proceeding shall be settled without the approval of the Town.

12. Town Support: The Town agrees to submit to the Cannabis Control Commission all documentation and other information required from the Town for the Company to obtain approval to operate the Facility and for annual license renewals. The Town agrees to support the Company's applications with the Cannabis Control Commission but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Town's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them. The Town agrees to use best efforts to work with the Company, if approved, to help advise the Company on their community support and employee outreach programs.

13. Term and Termination:

- a. This Agreement shall take effect on the Effective Date.
- b. Unless terminated, this Agreement shall continue in effect until a final Community Impact Fee Payment is accepted by the Town covering gross sales for the final three months of the Company's fifth (5th) year of operation of the Facility following the Opening Date, such that the Company's obligation to make the Community Impact Fee Payments shall not be effective for more than five (5) years (the "Term").
- c. Upon the fourth (4th) anniversary of the Opening Date, the Parties shall negotiate in good faith a new host community agreement to succeed this Agreement, unless such a successor agreement is prohibited by law.
- d. Notwithstanding the default remedies of the Town set forth in Section 6 of this Agreement, in the event the Company (i) permanently ceases operation of the Facility, (ii) in any way loses or has its license(s) permanently revoked by the Cannabis Control Commission or the Town, or (iii) fails to comply with the terms of this Agreement and such failure is not cured within thirty (30) days of the Company receiving written notice from the Town of the Company's failure to comply, the Town may terminate this Agreement upon (10) days written notice to the Company.
- e. This Agreement shall terminate, with notification of such status submitted by the Town to the Cannabis Control Commission, should any of the following

occur:

- i. The Company is not granted a special permit authorizing the operation of the Facility by the Bolton Planning Board in accordance the Town of Bolton's Zoning Bylaw within twelve (12) months of the Effective Date of this Agreement.
- ii. The Company fails to commence the operation of the Facility within sixteen (16) months of the Effective Date of this Agreement.

The Select Board may, in its sole and absolute discretion, grant an extension of any of these deadlines such that this Agreement shall remain in full force and effect, provided that the Company has continued to act in good faith to commence operation of the Facility. Such extension shall be set forth in a letter from the Bolton Select Board.

- f. This Agreement may be terminated by the Company, with notice to the Town, if the Company (i) determines that it will not commence the operation of the Facility, or (ii) permanently ceases operation of the Facility, provided that any payments due to the Town shall be pro-rated and payable by the Company at the time of such termination. This subparagraph shall survive the termination of this Agreement.

14. Successors/Assignment: The qualifications and identity of the Company are of particular concern to the Town and it is because of the Company's qualifications and identity that the Town has entered into this Agreement with the Company. The Company shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, said consent not to be unreasonably withheld, conditioned or delayed. If the Company wishes to assign this Agreement to another entity, then it shall provide written notice to the Town, in which it shall also provide information on the prospective assignee. The Town shall have thirty (30) days to identify any concerns with the prospective assignee, but the Town shall not unreasonably condition, postpone, or withhold its consent. No voluntary or involuntary successor in interest of the Company shall acquire any rights or powers under this Agreement without the prior written consent of the Town. Any change in control of the Company resulting from a merger, consolidation, stock transfer, or asset sale, or a change in the name of the Company, shall be deemed an assignment or transfer for purposes of this Agreement that requires the Town's prior written consent.

15. 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, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

16. No Rights in Third Parties: This Agreement is not intended to, nor shall it be construed to create any rights in any third parties.

17. Governing Law: This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law, and the Company submits to the jurisdiction of a court

of competent jurisdiction in Worcester County for the adjudication of disputes arising out of this Agreement. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.

18. **Headings**: The article, section, and/or 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.
19. **Amendments / Waivers**: 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 of the Parties. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. **Severability**: If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the 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 one or both Parties would be substantially or materially prejudiced.
21. **Reopening of Agreement**: If under applicable Massachusetts law the terms of this Agreement are determined to any extent to be illegal, otherwise invalid, or incapable of being enforced, or a decision of an appellate court or statutory amendment compels a change to the manner in which the Community Impact Fee Payments are calculated or paid as set forth in this Agreement, the Town and the Company shall negotiate in good faith amendments to this Agreement so as to result in neutral economic impact to the Town and the Company and that this Agreement, as amended, complies with applicable law.
22. **Entire Agreement**: This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described, and 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.
23. **Notices**: Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

If to the Town, to:

Town Administrator
Bolton Town Hall
663 Main Street
Bolton, MA 01740

If to the Company, to:

Michael Spengler, Manager
United Cultivation, LLC
601 Fitchburg State Road
Ashby, MA 01431

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by email, if the sender receives reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

- 24. 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 may execute this Agreement by signing one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

TOWN OF BOLTON

UC RETAIL, LLC

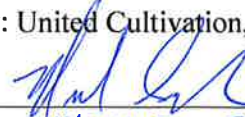


Donald Lowe, Town Administrator,
Duly Authorized By a Vote of the
Bolton Select Board on

June 14, 2022

July

By: United Cultivation, LLC, Manager



By: MICHAEL SPENGLER

Its: MANAGER