

**CITY OF NORTHAMPTON
AND
NEW ENGLAND TREATMENT ACCESS, INC.**

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“Agreement”) is entered into this 9th day of May, 2016 by and between New England Treatment Access, Inc., a Massachusetts not-for-profit corporation with a principal office address of 5 Forge Parkway, Franklin, Massachusetts 02038 (the “Company”), and the City of Northampton, a Massachusetts municipal corporation with a principal address of 210 Main Street, Northampton, Massachusetts 01060 (the “City”), acting by and through its Mayor.

WHEREAS, the Company has located a Registered Marijuana Dispensary (“RMD”) facility at 118 Conz Street in the City in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health (“DPH”) and pursuant to an RMD license issued by the City (the “City License”); and

WHEREAS, the Company wishes to make certain voluntary payments to the City in the event that it continues to operate the RMD facility (the “DPH License”) and to maintain all other required permits and approvals;

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

1. The Company shall make annual payments to the City, in the amounts and under the terms provided herein (the “Funds”).
2. Commencing with calendar year 2016, the Company shall make annual payments to the City, within ninety (90) days after the end of each respective calendar year, in an amount equal to one and one-half percent (1.5%) of gross revenues per year generated by the Company solely through on-site retail RMD transactions in the City in such calendar year, subject to the following maximum amounts for each respective calendar year:

- | | |
|-----|---|
| (a) | 2016: \$100,000 |
| (b) | 2017: \$200,000 |
| (c) | 2018: \$250,000 |
| (d) | 2019: \$265,000 |
| (e) | 2020: \$285,000 |
| (f) | Thereafter: 102.5% of the prior calendar year’s maximum amount. |

The Company hereby agrees to pay, no earlier than July 1 nor later than July 31st, a non-refundable advance of \$50,000 to be credited against any amounts to become due with

respect to gross revenues generated by the Company solely through on-site retail RMD transactions in the City in 2016.

3. Notwithstanding the foregoing, the parties hereto acknowledge that any such payments by the Company to the City hereunder are conditioned upon the Company maintaining the DPH License and all other required permits and approvals, including without limitation the City License. In the event that the City modifies the City License or the conditions therein, the Company may elect to give notice of termination of this Agreement to the City, in which case this Agreement shall be null and void and the parties hereby agree to negotiate in good faith a revised Agreement.

4. In the event that there is a change in circumstances such that the City is legally authorized to impose a tax against the revenue of the Company, and the City imposes such a tax, then payment under Section 2 above shall be reduced on a pro rata basis such that the total annual payments to the City on account of the aggregate of all such taxes and payments hereunder shall not exceed one and one-half percent (1.5%) of gross revenues or the amount of such tax if greater than one and one-half percent (1.5%).

5. The provisions of this Agreement shall be applicable as long as the Company operates an RMD facility in the City pursuant to a license issued by the DPH and all other required permits and approvals. Notwithstanding the foregoing, the obligations of the Company and the City under this Agreement are specifically contingent upon the Company maintaining the DPH License for operation of an RMD facility in the City and the Company maintaining any and all necessary local approvals to locate, occupy and operate an RMD facility in the City. This Agreement shall be null and void in the event that the Company does not operate the RMD facility in the City or relocates such RMD facility outside of the City.

6. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

7. Any and all notices or other communications required or permitted under this Agreement shall be in writing and delivered by mail postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

8. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

10. Each party shall bear its own costs and expenses arising from the consideration of, and any negotiations relating to, this Agreement.

11. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

12. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the City with respect to the matters described herein. 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.

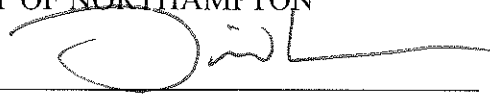
13. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF NORTHAMPTON

NEW ENGLAND TREATMENT ACCESS, INC.

By: 

David J. Narkewicz
Mayor

By: 3/11 / 1/13/16

Arnon Vered
President and Treasurer
Duly Authorized