**FIRST AMENDED HOST COMMUNITY AGREEMENT**
**FOR THE SITING OF A MEDICAL MARIJUANA ESTABLISHMENT**
**IN THE CITY OF NORTHAMPTON**

This Agreement (the "Agreement") entered into this 1st day of July, 2022, by and between the CITY of NORTHAMPTON, acting by and through its Mayor, with offices at 210 Main Street, Northampton, Massachusetts 01060 ("the City") and Resinate, Inc., a duly organized Massachusetts corporation with a principal offices 120 Gilboa Street, Douglas, MA 01516 ("the Company").

WHEREAS, the Company seeks to operate a Medical Marijuana Establishment in the City; and

WHEREAS, the parties wish to enter into a Host Community Agreement with regard to the Medical Marijuana Establishment.

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

**1. Conditional Waiver of Host Community Fees.**

The City conditionally waives its right to collect up to 3% of the gross revenue of the operation as a Medical Marijuana Establishment for fees to mitigate impacts. Should the City determine that during the term of the impact fees (as set forth in paragraph 7, below) it has incurred community impact or impacts arising primarily from the Company's operation, the City reserves the right to collect from the Company the full cost of such impact or impacts, not to exceed 3% of the Company's annual gross revenues. Notice of imposition of community host fees shall be made in accordance with paragraph 17, below. Payment hereunder shall be due and payable 30 days from such notice. To the extent that the Company claims any fees imposed exceeds the 3% limit, it shall provide documentation proving such claim.

**2. Annual Filing.**

The Company shall notify the City when the Company commences operation of the marijuana facility. The Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth to obtain and maintain pursuant to its Medical Marijuana Establishment license 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 CCC. All records shall be retained for a period of at least seven (7) years.

## 3. 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 City 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, if any.

## 4. Community Support and Additional Obligations.

a. Local Vendors — To the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire or contract with local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the marijuana transportation operation.

b. Employment — Except for senior management, and to the extent permissible by law, the Company shall use good faith efforts to hire City residents.

c. Educational Programs – If requested by the City, Company shall provide qualified staff to participate in City-sponsored public health education programs, not to exceed four in any calendar year, and to work cooperatively with other City public safety departments not mentioned in the Agreement.

## 5. Support.

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local bylaws relating to the Company's application for a License as a Medical Marijuana Establishment, 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 submitted by the Company, in any particular way other than by the City's normal and regular course of conduct, subject to the statutes, rules, regulations and guidelines governing them. The City agrees to use

reasonable efforts to work with Company, if approved, to help assist the Company with their community support and employee outreach programs.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals subject to the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the City, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Medical Marijuana Establishment to operate in the City, or to refrain from enforcement action against the Company and/or the transportation operation for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

**6. <u>Security.</u>**

a. Company shall maintain security at the location of the Medical Marijuana Establishment operation at least in accordance with the security plan presented to the City and approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Medical Marijuana Establishment 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.

b. To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the City's Police Department in determining the placement of exterior security cameras.

c. Company agrees to cooperate with the City's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Medical Marijuana Establishment, and with regard to any anti-diversion procedures.

d. Company shall promptly report the discovery of the following occurrences within the City to the City's Police within twenty-four (24) hours of the Company becoming aware of such event: 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, cultivation, distribution, processing, or production of marijuana by any person; unauthorized

destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; 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.

**7. Term and Termination.**

This Agreement shall take effect on the day above written. This agreement shall continue in effect for so long as the Company operates the Medical Marijuana Establishment operation.

Regarding the imposition of community impact fees, this Agreement shall take effect on the date of commencement of operations of Medical Marijuana Establishment and shall continue until the Company ceases such operation in the City or the 5-year anniversary of the commencement of operations, whichever is earlier.

**8. 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 Hampshire County.

**9. 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 City, prior to the effective date of the amendment.

**10. 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. Further, the Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the City in enforcing this Agreement.

**11. 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 City, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City.

**12. 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.

**13. 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.

**14. Signatures.**

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

**15. 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.

**16. 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 City: | Mayor Gina-Louise Sciarra<br>City Hall<br>210 Main Street<br>Northampton, MA 01060 |
| To Company: | Peter Caro, President<br>Resinate, Inc.<br>120 Gilboa Street<br>Douglas, MA 01516 |

**17. 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 City or the Company.

**18. Location of Medical Marijuana Establishment.**

This Agreement shall be valid for the premises located at 110 Pleasant Street, Northampton, MA, and shall not be transferable to any other location without amendment of this Agreement in writing.

[SIGNATURE PAGES TO FOLLOW]

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

CITY OF NORTHAMPTON

By _____
Mayor Gina-Louise Sciarra

RESINATE, INC.

By _____
Peter DeCaro
President

By _____
James Trice
Treasurer

COMMONWEALTH OF MASSACHUSETTS

On this 1st day of July, 2022, before me, the undersigned Notary Public, personally appeared the above-named Gina-Louise Sciarra, proved to me by satisfactory evidence of identification, being (check whichever applies): ❑ driver's license or other state or federal governmental document bearing a photographic image, ❑ oath or affirmation of a credible witness known to me who knows the above signatory, or ☑ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, as the duly authorized Mayor of the City of Northampton.

ANNIE LYONS LESKO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 21, 2025

_____
Notary Public
My Commission Expires: March 21, 2025

COMMONWEALTH OF MASSACHUSETTS

On this 1st day of July, 2022, before me, the undersigned Notary Public, personally appeared the above-named Peter DeCaro, proved to me by satisfactory evidence of identification, being (check whichever applies): ☑ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☑ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily on behalf of Resinate, Inc. for its stated purpose, as the duly authorized President of Resinate, Inc.

BETH GROCCIA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
April 06, 2023

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

On this 1st day of July, 2022, before me, the undersigned Notary Public, personally appeared the above-named James Trice, proved to me by satisfactory evidence of identification, being (check whichever applies): ☑ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☑ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily on behalf of Resinate, Inc. for its stated purpose, as the duly authorized Treasurer of Resinate, Inc.

BETH GROCCIA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
April 06, 2023

Notary Public
My Commission Expires: