

COPY

EXHIBIT 15

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HOST COMMUNITY AGREEMENT
BETWEEN
MJ'S MARKET INC.
AND
THE TOWN OF GRAFTON

NOV 25 2019

PLANNING BOARD
GRAFTON, MA

This HOST COMMUNITY AGREEMENT FOR MARIJUANA ESTABLISHMENTS ("Agreement") is entered into pursuant to M.G.L. c. 94G on this 11th day of June, 2019 by and between MJ's Market, Inc. a Massachusetts registered c-corporation with a principal office address of 113 Drum Hill Road, Chelmsford, MA 01824 ("OPERATOR") and the TOWN OF GRAFTON, a Massachusetts town with a principal address of 30 Providence Road, Grafton, MA, 01519, by and through its Board of Selectmen or its designee ("TOWN").

WHEREAS, on November 6, 2012, Massachusetts voters approved the legal use of medical marijuana, allowing patients meeting certain conditions to obtain marijuana produced and distributed by new state-regulated centers; and

WHEREAS, Massachusetts, acting through the Department of Public Health ("DPH"), amended regulatory framework for the regulation of the use of medical marijuana through 105 CMR 725.000 et seq. on December 1, 2017 (the "DPH Regulations"); and

WHEREAS, On November 8, 2016 Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and

WHEREAS, On July 28, 2017, Governor Baker signed the General Court's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" adopted as Chapter 55 of the Acts of 2017 (the "Act"); and

WHEREAS, Massachusetts, acting through the Cannabis Control Commission ("CCC") implemented regulatory framework for the regulation of the adult use of marijuana establishments through 935 CMR 500.000 et. seq. on March 23, 2018 ("CCC Regulations"); and

WHEREAS, On December 23, 2018, the administration of the State's Medical Use of Marijuana Program transferred from DPH to CCC,

WHEREAS, On December 23, 2018, 105 CMR 725.000, DPH's regulations governing medical marijuana, were rescinded, and replaced with the CCC's medical marijuana regulations, 935 CMR 501: Medical Use of Marijuana and 935 CMR 502 Colocated Adult-use and Medical-use Marijuana Operations ("CCC Medical Regulations");

WHEREAS, registered marijuana dispensaries, as defined in the registered marijuana dispensary, or Medical Marijuana Treatment Center, ("RMD") includes an entity validly registered under 935 CMR 501.100, that acquires, cultivates, possesses, processes (including development

Host Community Agreement || Retail | Cultivate | Process | RMD
Town of Grafton & MJ's Market, Inc.

of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

WHEREAS, A “marijuana establishment” as defined in the CCC Regulations, means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center (“Marijuana Establishment”); and

WHEREAS, OPERATOR seeks licensure and other approvals as a Marijuana Retailer, Marijuana Cultivator, Marijuana Product Manufacturer, and an RMD to locate and operate Marijuana Establishments and RMD in the TOWN at 13 Centennial Drive, Grafton, MA 01536 (the “Facility”), in accordance with applicable CCC regulations and such approvals as may be issued by the TOWN, by its designated officers, boards and/or commissions, in accordance with its Zoning Bylaw and other applicable regulations in effect at the time that the CCC deems that the OPERATOR’s application is complete; and

WHEREAS, OPERATOR intends to provide certain benefits to the TOWN upon receipt of CCC licensure to operate its Marijuana Establishment and RMD businesses in the TOWN and upon receipt of all required local approvals to do so; and

WHEREAS, OPERATOR and TOWN agree that the OPERATOR’s Marijuana Establishment and RMD businesses will impact TOWN resources in ways unique to such businesses and will uniquely draw upon TOWN resources such as TOWN’s road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and shall cause additional unforeseen impacts upon the TOWN; and

WHEREAS, M.G.L. c. 94G, §3 (d) requires “that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center”

NOW, THEREFORE, in consideration of the above and the mutually agreed promises contained herein, the OPERATOR and the TOWN agree as follows:

1. **Licensure:** All rights and obligations under this Agreement are expressly conditioned upon the OPERATOR’s receipt of a license from the CCC allowing the operation of its Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer businesses

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within TOWN and upon OPERATOR's obtaining all local approvals for the same. If OPERATOR fails to secure licensure from the CCC or any required local approvals, this Agreement shall be null and void and the proposed business shall not be permitted. This Agreement is expressly not conditioned upon the receipt of a license as an RMD, however the OPERATOR may choose to apply for an RMD license in the future.

2. **Compliance and Cooperation:** OPERATOR shall comply with all state laws, regulations and orders applicable to Marijuana Establishments and RMDs, and all municipal laws, bylaws, regulations and orders applicable to the operation of Marijuana Establishments and RMDs in TOWN, such provisions being incorporated herein by reference.
 - a. OPERATOR shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of its Marijuana Establishments and/or RMD and shall work cooperatively and in good faith with the TOWN in securing the prompt and efficient siting, planning, permitting and preparation for opening of its Marijuana Establishments and RMD.
 - b. OPERATOR agrees and understands that the TOWN'S execution of this Agreement does not constitute a local approval under the Town's zoning bylaws or any other town bylaw or regulation and, thus, shall not: (i) require or obligate the TOWN or its departments or boards to issue such permits and approvals as may be necessary for the OPERATOR to operate its Marijuana Establishment and RMD in the TOWN; (ii) affect, limit, or control the authority of TOWN boards, commissions, councils, and departments from carrying out their respective powers and duties to decide upon and to issue, deny, or otherwise act on applicable permits and other approvals under the laws and regulations of the Commonwealth, or the TOWN's bylaws and regulations; or (iii) cause the TOWN to refrain from enforcement action against the OPERATOR for violations of the terms and conditions of such permits and approvals, or such laws, regulations and/or bylaws.
 - c. OPERATOR shall reimburse the TOWN the cost of a peer review of the OPERATOR's odor control plan, not to exceed \$5,000. The OPERATOR will help the TOWN to identify an entity qualified to conduct such a peer review, at the TOWN's request. This peer review shall only be conducted one time for the TOWN and shall be considered to be part of the Special Permit process. The TOWN agrees this peer review shall meet all the requirements or requests of any other Department, Committee, Board, or any other TOWN entity that may seek additional information related to the OPERATOR's odor control plan.
3. **Community Impact Fee:** For the operation of its Marijuana Establishments and RMD, the OPERATOR shall pay a community impact fee as allowed by M.G.L. c. 94G, § 3 (d) ("Impact Fee") in the amounts and under the terms provided herein. OPERATOR shall pay 3% of Gross Sales due as follows:

- a. The OPERATOR shall make quarterly payments to the TOWN in an amount equal to three percent (3%) of the gross quarterly sales of adult-use and medical cannabis and cannabis-infused products sold to consumers and/or patients at the location and one percent (1%) of the gross quarterly sales of adult-use and medical cannabis and cannabis-infused products sold wholesale to cannabis businesses unaffiliated with the OPERATOR. . This payment shall be in addition to any local option tax accepted by the TOWN.
 - b. OPERATOR agrees to make a down payment of \$10,000 to the TOWN upon licensure by the CCC as a Marijuana Establishment. The down payment will be a one-time payment and shall be credited toward any payments which become due under paragraph 3c. hereunder.
 - c. For the first year of this Agreement following the receipt of CCC Final License to Operate as a Marijuana Establishment and all local approvals as set forth in Paragraph 1 above (Commencement of Operation), OPERATOR shall make a payment of \$15,000 within 30 days of the close of the OPERATOR's first full fiscal quarter following Commencement of Operation. Within 30 days following the close of the subsequent 2nd and 3rd Quarters, the OPERATOR shall make payments in the amount of \$40,000. Within 30 days of the close of the OPERATOR's first full fiscal year following Commencement of Operations, the OPERATOR shall remit payment in the amount of 3% of the OPERATOR's gross sales for the OPERATOR's previous full first fiscal less \$120,000. In the event that the OPERATOR has paid in excess of the previous year's 3% of gross sales, the overpayment will be applied to the first subsequent quarter's payment.
 - d. Subsequent Quarterly Payments from paragraph 3a. above following the first full fiscal year shall be due within 30 days of the end of the company's preceding fiscal quarter throughout the term of the HCA.
 - e. In the event of a relocation out of the TOWN, an adjustment of the Payment due to the TOWN shall be calculated based on the period of occupation of the Facility with the TOWN, but in no event shall the TOWN be responsible for the return of any Payment or portion thereof already provided to the TOWN by the Company except as provided in paragraph 3 above.
4. **Impact Fees 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 municipality by the operation of the marijuana establishment or medical marijuana treatment center ..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to Impact Fee schedule above in lieu of attempting to determine actual Town Costs incurred. OPERATOR acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may

result in budgetary increases though not separately identified, and consequently, OPERATOR acknowledges that the payments due under this Agreement are reasonably related to Town Costs.

5. **Impact Fees as Other Municipal Charges.** Impact Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of OPERATOR or agent thereof if OPERATOR'S name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills. Written notice must be given to OPERATOR by the Tax Collector, as required by applicable provision of law, and OPERATOR must be given the opportunity for a hearing not earlier than 14 days after said notice.
6. **Application of Impact Fee:** OPERATOR expressly acknowledges and agrees that the TOWN is under no obligation to use the payments made hereunder in any particular manner or for any particular purpose.
7. **Accounting and Review.** OPERATOR shall submit a letter from a licensed Certified Public Accountant (CPA) to the TOWN not later than thirty days (30) days after the end of the OPERATOR's preceding fiscal year with a certification of the gross sales for said year.

OPERATOR shall maintain its books, financial records and other compilations of data pertinent to the requirements of this Agreement in accordance with standard accounting practices and the regulations or guidelines of the CCC. All records shall be retained for a period of at least seven (7) years.

So long as this Agreement is in effect and for a period of three (3) years thereafter, the TOWN shall have the right to examine those portion(s) of OPERATOR's books and financial records which relate to determination of the sum of the Payments. 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 and financial records are maintained. The TOWN's examination as aforesaid, shall be conducted in such manner as to not interfere with OPERATOR's normal business activities.

In the Event that the Parties disagree to the accuracy of the certification of the OPERATOR's quarterly sales, the TOWN may conduct an examination of such sales at the expense of the TOWN. If, after such examination and recomputation, an additional fee or payment is owed to the TOWN, the OPERATOR shall reimburse the TOWN for the cost of the examination.

8. **Payment as Condition of Operation, Default and Remedy.** Payment as set forth above is necessary for OPERATOR's continued operation in the TOWN. Failure to make the required payments as scheduled and a failure to cure the failure to pay within 10 days of

the due date, shall constitute default of this Agreement and may serve as cause for TOWN's immediate review, upon 10 business days' notice to OPERATOR by the Board of Selectmen. OPERATOR shall be in default of this Agreement if any of the following occur:

- a. OPERATOR fails to make the required payments pursuant to Paragraph 3 above, and such failure is not cured within ten (10) business days of written notification from TOWN; or
- b. OPERATOR breaches any other provision of this Agreement, and such failure is not cured within thirty (30) days of written notification from TOWN.

As remedy for any such default, the TOWN may, among other remedies, revoke or limit the permission of the OPERATOR to operate in the TOWN and to issue an order to cease and desist with all operations upon such written notice from the TOWN. Payment means any payment paid from the OPERATOR to the TOWN pursuant to the terms of this Agreement. The Town's costs of enforcing against any such default, including the Town's attorneys' fees, shall be paid by the OPERATOR.

9. **Reporting:** OPERATOR shall provide the TOWN with all copies of its publicly available filings to the Cannabis Control Commission, Secretary of the Commonwealth's Corporations Division, and the Massachusetts Department of Revenue, as requested.
10. **Confidentiality:** To the extent permitted by M.G.L. c. 66, § 10, (the "Public Records Law") OPERATOR may provide to the TOWN certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to OPERATOR, its affiliates and operations (collectively, the "Confidential Information"). TOWN (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by the Massachusetts Public Records Law or order of the Supervisor of Records thereunder; or as may be required by a court order or other applicable law. To the extent, the address of Facility's retail facilities and any documents describing, depicting or otherwise outlining a licensee's security schematics or global positioning system coordinates, physical layout, as well as policies, procedures, practices, and plans pertaining to security are exempt from M.G.L. c. 66, the TOWN (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose said information to any person or entity, except as may be required by the Massachusetts Public Records Law or order of the Supervisor of Records thereunder; or as may be required by a court order or other applicable law..
11. **Local Taxes:** OPERATOR shall not object or otherwise challenge the taxability of its real or personal property, as long as the valuation is fair and reasonable and consistent with other commercial properties within the TOWN; however, nothing in this provision shall

prohibit the OPERATOR from appealing any assessment made on its property. OPERATOR shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, in the event the OPERATOR files as a non-profit:

- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR 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

OPERATOR 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 full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The OPERATOR shall not request any tax credits or subsidy from the TOWN for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

OPERATOR understands that the Town has accepted G.L. c. 64N, § 3, allowing a local sales tax on all retail sales of marijuana and marijuana products by a Marijuana Retailer and agrees to pay the same.

12. Term: The term of this Agreement is five years, terminating on JUNE 4th, 2024, unless sooner terminated by:

- a. revocation of OPERATOR's license by the CCC; or
- b. revocation of OPERATOR's license by the Board of Selectmen; or
- c. revocation of OPERATOR's special permit or other local permit or license; or
- d. OPERATOR's voluntary or involuntary cessation of operations; or
- e. the TOWN's termination of this Agreement for breach of the conditions contained herein that remain uncured 60 days from the date of notice of such breach.

13. Renegotiation/Applicability: In no event shall OPERATOR be permitted to continue to operate its Facility after termination as set forth in paragraph 12a., 12b., 12c., 12d, or 12e. above. Six (6) months prior to the end of the term of this Agreement, the parties shall negotiate in good faith a successor agreement to the extent permitted by law.

14. **Security and Public Safety:** The OPERATOR shall work with the TOWN's Police Department and the TOWN's Fire Department to determine the placement of interior and exterior security cameras. OPERATOR will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to meetings no less than every 4 months to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) locations may be altered by the CCC during their security and architectural review process.
15. **Approval of On-Site Manager:** The On-Site Manager shall be a registered marijuana agent approved by the CCC. The OPERATOR shall provide to the TOWN, for review and approval, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the OPERATOR's Facility which submittal shall include authorization to perform a criminal history (CORI) check. Within thirty (30) days of its receipt of the information set forth in 935 CMR.500.101(1)(b), the TOWN shall, in consultation with the Police Chief determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the TOWN denies such approval and the CCC has approved said on-site manager pursuant to the Regulations. Notwithstanding the foregoing, if TOWN does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, the on-site manager of the OPERATOR's Facility shall be deemed approved by TOWN. This approval process shall also apply to any change of on-site manager.
16. **Prevention of Diversion:** The, OPERATOR shall work with the TOWN's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the sales commencement date. Such plan will include, but is not limited to, (i) training employees to be aware of, observe, and report any unusual behavior in OPERATOR's Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) utilizing seed-to-sale tracking software to closely track all inventory. Failure to adhere to such plan following written notice of such failure shall constitute a default of this Agreement. In all such circumstances, the OPERATOR, shall be permitted thirty (30) days to cure any such failure.
17. **Emergency Response Information:** OPERATOR shall file a satisfactory security and traffic management plans and emergency response plan with the TOWN's Police Chief and Fire Chief which includes: (i) A description of the location and operation of the security system, including the location of the central control on the premises; (ii) a schematic of security zones; (iii) the name of the security alarm company and monitoring company, if any; (iv) a floor plan or layout of the facility identifying all areas within the facility and grounds, including support systems and the internal and external access routes; (v) the

location and inventory of emergency response equipment and the contact information of the emergency response coordinator for the Facility; (vi) the location of any hazardous substances and a description of any public health or safety hazards present on site; (vii) a description of any special equipment needed to respond to an emergency at the Facility; (viii) an evacuation plan; (ix) any other information relating to emergency response as requested by the Grafton Fire Department or the Grafton Police Department; and (x) the location of security cameras within and outside of the Facility.

18. **On-Site Consumption Prohibited:** OPERATOR agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Facility.
19. **Community Impact Hearing Concerns:** OPERATOR agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at OPERATOR'S required Community Outreach Meeting relative to the operation of the Facility.
20. **Hours of Operation:** OPERATOR's days and hours of retail and dispensing operations shall be Monday through Saturday operating between the hours of 10AM – 11PM, and Sunday Noon-9PM. OPERATOR's days and hours of passive cultivation operations shall be Monday through Sunday operating 24 hours a day.
21. **Odor Control:** OPERATOR agrees to contain all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. Any complaints received by the Town concerning odors that are detectable at abutting properties must be addressed thoroughly and expediently by OPERATOR. OPERATOR shall provide the TOWN with an odor control plan during the application process at a time mutually agreed to by both parties. Said odor control plan shall be reviewed and approved by an expert selected by the TOWN at its sole discretion. The cost of said review by the TOWN's expert shall be borne by the OPERATOR.
22. **Agreement as to Agricultural Exemption:** OPERATOR agrees to comply with all laws, rules, regulations and orders applicable to the facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work. The OPERATOR agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the TOWN's Zoning Bylaws pursuant to M.G. L. c. 40A, § 3.
23. **Retail Sales Prohibitions:** Unless approved by the CCC, OPERATOR shall be prohibited from operating self-service displays, which includes any display from which customers may select marijuana or a marijuana products without assistance from the OPERATOR.

OPERATOR further shall be prohibited from operating vending machines, which includes any automated or mechanical self-service device, which upon insertion of money, tokens or any other form of payment, dispenses or makes marijuana or a marijuana products unless permitted by the CCC. OPERATOR shall be prohibited from the sale or distribution of edible marijuana products in any form other than an original factory-wrapped package, including the repackaging or dispensing of any edible marijuana products for retail sale unless allowed by the CCC.

24. **Access to Premises:** Only persons 21 years of age or older are permitted on the premises, unless said establishment is co-located with a Medical Marijuana Treatment Center. If so co-located, the OPERATOR will adhere to the CCC regulations and the CCC's Medical Regulations relative to admittance of patients and care-givers.
25. **Local Hiring:** To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, OPERATOR will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for its Facility to qualified Grafton residents. OPERATOR will endeavor to hire local, qualified employees to the extent consistent with law and with the demands of OPERATOR's business. OPERATOR will endeavor in a good faith, legal and non-discriminatory manner to use local vendors and suppliers where possible.
26. **Assignment:** OPERATOR shall not assign or transfer this Agreement, in whole or in part, or grant any license, concession or permission therein without prior approval of the TOWN. OPERATOR shall provide the TOWN 30 days' prior written notice of its intent to assign or transfer.
27. **Limitation on Operations:** The OPERATOR acknowledges and agrees that this Agreement covers the operation of the facility under the full use of the OPERATOR's Marijuana Retailer, Marijuana Cultivator, Marijuana Product Manufacturer and RMD licenses and no other business enterprise shall be undertaken at the facility absent express agreement of the TOWN.
28. **Closure and Clean-Up:** In the event the OPERATOR ceases operations at the facility, the OPERATOR shall remove all materials, plants, equipment and other paraphernalia within thirty (30) days of ceasing operations. To ensure the same, the OPERATOR shall provide documentation of a bond or other resources held in an escrow account naming the TOWN in an amount sufficient to adequately support the dismantling and winding down of the facility. The parties acknowledge that the failure to remove materials in their entirety and within the timeframe set forth as set forth herein will cause actual damage to the TOWN, which damages are difficult or impracticable to calculate. The Parties acknowledge that pursuant to 935 CMR 500.105(16), the OPERATOR is required to obtain a surety bond equal to its licensure fee or hold in escrow no less than \$5,000 for each adult-use license held to adequately support the dismantling and winding down of its facility.

29. **No Joint Venture:** The Parties hereto 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.
30. **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 OPERATOR.
31. **Retention of Regulatory Authority:** By entering into this Agreement, TOWN does not waive any enforcement rights or regulatory authority it currently holds over any business in TOWN.
32. **Notice:** Any and all notices 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 delivered by other reputable delivery service, to the parties as set forth below 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 so delivered by hand; if so mailed, when deposited with the U.S. Postal Service; or if sent by private overnight or other delivery service, when deposited with such delivery service.

If to TOWN:	If to OPERATOR:
Town Administrator Town of Grafton 30 Providence Road Grafton, MA 01519 Telephone: (508) 839-5335 Email:	Heath Gaffney MJ's Market, Inc. 113 Drum Hill Road, Suite 225 Chelmsford, MA 01824 Email: hg@maryjmarket.com

33. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and may only be enforced in a Massachusetts State Court of competent jurisdiction. The parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
34. **Waiver:** The obligations and conditions set forth in this Agreement may be waived only in writing signed by the party waiving such obligation or condition. 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.

35. **Severability:** 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 the TOWN would be substantially or materially prejudiced. The TOWN and the OPERATOR agree to negotiate in good faith any term that is determined to be illegal, otherwise invalid, or incapable of being enforced to a mutually agreeable term that is legal, valid and enforceable.
36. **Entire Agreement:** This Agreement, including all documents incorporated herein by reference, 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.
37. **Amendment:** This Agreement may only be amended by a written document duly executed by the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the TOWN and the OPERATOR.
38. **Modifications:** Modifications to this Agreement may only be effective if made in writing and signed by both parties hereto.
39. **Headings:** The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
40. **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 hereto may execute this Agreement by signing one or more counterparts.
41. **Signatures:** Facsimile or electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.
42. **Monitoring of Community Impacts:** To the extent permitted by law, the operator shall evaluate and monitor publicly available crime statistics, fire protection services, public health statistics including but not limited to marijuana usage in the Grafton High School, inspectional services and permitting services in conjunction with and with the reasonable cooperation of the appropriate municipal office before and after the Sales Commencement Date and shall provide this information to the Town. The Operator and the Town agree that any increase or decrease in the Impact Fee shall be based on the escalation of the aforementioned services in the area immediately surrounding the Facility, at a rate in excess of Town-wide escalation, unless mutually agreed upon by the Operator and the Town.

43. **Filings with the Commonwealth:** The Operator shall furnish the Town with documents filed with the Commonwealth, as soon as they become available, reflecting Gross Annual Revenue figures for the Facility and shall provide the Town with all copies of its periodic financial filings to the CCC documenting the Operator's Gross Annual Revenues, and shall furnish copies of its filings to the Secretary of the Commonwealth's Corporations Division, and if any, to the Massachusetts Office of the Attorney General.
44. **Attendants:** If the Grafton Police Chief deems it necessary, Operator shall employ: (i) a parking lot attendant during the Police Chief's prescribed hours to ensure safe traffic flow to and from the Premises until the Police Chief deems such attention is not needed; and (ii) a police detail to ensure safe traffic flow to and from the Premises during the Police Chief's prescribed hours, until the Police Chief deems such attention is not needed.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed on the date below, as a sealed instrument by OPERATOR's duly authorized officer, and by the TOWN OF GRAFTON.

Town of Grafton, Massachusetts
by its Board of Selectmen

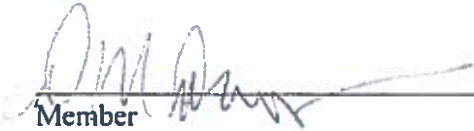

Chairman


By: Manager


Vice Chair


Clerk


Member


Member

MJ's Market, Inc.
by its Directors


President, Heath Gaffney


Vice President, Brian Foley

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