



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

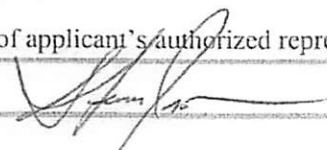
1. Name of applicant:

JMJ Holdings Corporation

2. Name of applicant's authorized representative:

Steven Jones, President

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Lanesborough

5. Name of municipality's contracting authority or authorized representative:

 John Goodlach

6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

jgoerlach@lanesborough-ma.gov

8. Host community agreement execution date:

MARCH 27, 2023

**HOST COMMUNITY AGREEMENT
BETWEEN THE TOWN OF LANESBOROUGH
AND JMJ HOLDINGS CORPORATION**

This Host Community Agreement (the "AGREEMENT") is entered into this ~~24th~~ ^{27th} day of ~~MARCH~~ ^{MAY}, 2023 (the "EFFECTIVE DATE") by and between the Town of Lanesborough, a Massachusetts municipal corporation with a principal address of 83 North Main Street P.O. Box 1492, Lanesborough, Massachusetts 01237 (the "TOWN"), acting by and through its Select Board in reliance upon all of the representations made herein (the "BOARD"), and JMJ Holdings Corporation, a Massachusetts corporation with a principal address of 100 State Street, 9th Floor, Boston, Massachusetts 02109 (the "COMPANY") (the Town and Company, collectively, the "PARTIES" and each a "PARTY").

JB
Corrected date

RECITALS

WHEREAS, this AGREEMENT represents the understanding between the TOWN and COMPANY with respect to the COMPANY'S plans to seek a Tier 4 adult use marijuana cultivator license, marijuana product manufacturer license, and an existing licensee transporter license from the Cannabis Control Commission (the "CCC") and to operate under said license(s) on a specific portion of land within an approximately 589,900 square foot condominium, formally known as the Berkshire Mall, at 655 Cheshire Road in Lanesborough, more accurately described by the deed recorded with the Northern Berkshire County Registry of Deeds Book 1820, Page 425, and on Map 248 and numbered Lot 15 in the Assessor's database (the "SITE"), as set forth further herein;

WHEREAS, the COMPANY has proposed to use approximately an 51,844 square feet portion of land in the so-called "JCPenny space" at the SITE (the "PROPERTY") solely for an existing licensee transporter, a marijuana product manufacturer license, and/or a Tier 4 indoor cultivation marijuana establishment (each a "MARIJUANA ESTABLISHMENT"), with approximately 1,000 square feet of administrative space, 30,000 square feet of cultivation/processing space, 20,000 square feet of storage space, and up to 16,000 square feet of parking (up to 50 spaces of 320 square feet each)/loading space (the "FACILITY"), in accordance with and pursuant to applicable local, state laws and regulations including, but not limited to G.L. c. 94G and 935 CMR 500.000, et seq., and such approvals as may be required by the TOWN in accordance with its bylaws, rules, regulations, and policies (collectively, "APPLICABLE LAWS");

WHEREAS, the COMPANY anticipates that the TOWN may experience both direct and indirect impacts to public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the TOWN, as a result of the continued operation of the FACILITY;

WHEREAS, the COMPANY intends to be a good corporate citizen and mitigate the direct and indirect financial impacts reasonable related to the FACILITY and use of

TOWN resources, over and above typical economic development impacts attributable to typical cultivation and/or transportation operations in the TOWN;

WHEREAS, the COMPANY, notwithstanding any exempt status intends to continue to pay all local taxes attributable to its operation of the FACILITY, including sales taxes, and real estate taxes on the space within which the FACILITY is located; and

WHEREAS, the PARTIES intend by this AGREEMENT to satisfy the provisions of G.L. c. 94G, §3(d), applicable to the operation of the FACILITY in the TOWN, such activities to be only done in accordance with the APPLICABLE LAWS.

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. Recitals

The PARTIES agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Representation of Authority and Warranties

The COMPANY represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this AGREEMENT, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the COMPANY is a PARTY or by which the COMPANY may be bound or affected.

Each person signing this AGREEMENT hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this AGREEMENT on behalf of the PARTY for which he or she signs.

Each person signing this AGREEMENT further represents and warrants that this AGREEMENT has been duly authorized, executed and delivered. This AGREEMENT constitutes legal, valid and binding obligations of each PARTY, enforceable in accordance with its terms, and there is no action, suit, or proceeding pending, or, to the knowledge of either PARTY, threatened whereby an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this AGREEMENT.

3. Community Impact Fees

The COMPANY acknowledges that, as a result of the COMPANY's operation of the FACILITY at the Property, the TOWN may incur both direct and indirect expenses and impacts including, but not limited to, consulting services, administrative services and

public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts on the TOWN. Accordingly, in order to mitigate any direct and indirect financial impacts on the TOWN and use of TOWN resources, both quantifiable and unquantifiable, the COMPANY agrees to pay community impact fees to the TOWN under the terms provided herein (the "COMMUNITY IMPACT FEES").

- i. The COMPANY shall annually provide written notice to the TOWN within forty-eight (48) hours of each renewal of each of its final license(s) (the "ANNUAL LICENSE RENEWAL") from the CCC to operate the MARIJUANA ESTABLISHMENT at the FACILITY.
- ii. Not later than one (1) month after the date of each ANNUAL LICENSE RENEWAL, the TOWN shall transmit to the COMPANY its documentation of costs, both incurred and reasonably anticipated, imposed upon TOWN in the preceding year in relation to the operation of the FACILITY ("TOWN COSTS"), if any (the "TRANSMITTAL"); provided, however, that upon prior written notice to the COMPANY, the TOWN may request an extension of time for the TRANSMITTAL, which request shall not be unreasonably denied by the COMPANY.
- iii. Each annual TRANSMITTAL setting forth the TOWN COSTS shall be due as COMMUNITY IMPACT FEES and paid by the COMPANY within two (2) months of the issuance of the TRANSMITTAL; provided, however, that if the COMPANY believes that the COMMUNITY IMPACT FEES are not reasonably related to costs imposed upon TOWN in the preceding year by the operation of the FACILITY, the COMPANY shall submit a written request to the TOWN within one (1) month of the issuance of the respective TRANSMITTAL (the "REQUEST") and shall engage in good faith negotiations with the TOWN to review the COMMUNITY IMPACT FEES.
- iv. In the event that the PARTIES cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the COMPANY agrees to submit the dispute to mediation prior to challenging the COMMUNITY IMPACT FEES in a court of competent jurisdiction. Within fourteen (14) days following the expiration of the time period for informal negotiations, the PARTIES shall propose and agree upon a neutral and otherwise qualified mediator, unless a longer time period is agreed to by the PARTIES. In the event that the PARTIES fail to agree upon a mediator, the PARTIES shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed ninety (90) days, unless such time period is modified by written agreement of the PARTIES. The decision to continue mediation shall be in the sole discretion of each Party. The PARTIES shall each bear their own costs of the mediation. In the event that the PARTIES cannot resolve a dispute by

informal negotiations or mediation, either Party shall be entitled to seek judicial review of the COMMUNITY IMPACT FEES.

- v. Further, the COMPANY acknowledges that the impacts of its operations at the FACILITY may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, unless the COMPANY timely submits a timely REQUEST to the TOWN and engages in informal negotiations and mediation as set forth in the preceding paragraphs of this Section, the COMMUNITY IMPACT FEES shall be deemed reasonably related to the actual TOWN COSTS, due and payable, and the COMPANY hereby expressly waives any claims to the contrary; in exchange for and in reliance on such representation, among others, the TOWN has entered into this AGREEMENT. Therefore, the PARTIES agree that in the event that the COMPANY challenges the TOWN COSTS and COMMUNITY IMPACT FEES requested by the TOWN, it shall, notwithstanding the result of such challenge, waive any claim or request for the TOWN to pay the COMPANY's attorneys' fees and costs. The COMPANY agrees that the foregoing provision is not intended to prohibit it from exercising any right to judicial relief nor as a penalty for any such exercise, but as an allocation of a specified risk to the COMPANY.
- vi. The COMMUNITY IMPACT FEES shall continue for a period of eight (8) years from the date the COMPANY commence each respective MARIJUANA ESTABLISHMENT at the FACILITY under its cultivation license and existing transporter license.
- vii. The COMMUNITY IMPACT FEES payments shall be sent to the TOWN of Lanesborough, Attn: Town Treasurer, 83 North Main Street, P.O. Box 1492, Lanesborough, MA 01237.
- viii. The COMMUNITY 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 the COMPANY or agent thereof if the COMPANY's name appears on a list furnished to the licensing authority from the TOWN'S Collector of individuals delinquent on their taxes and/or water bills.
- ix. The COMPANY acknowledges that time is of the essence with respect to performance of its obligations hereunder and that late payments shall be subject to interest at the rates prescribed by G.L. c. 59, §57.
- x. The COMPANY agrees that TOWN COSTS may include anticipated costs rather than solely already-incurred costs.

- xi. The COMPANY acknowledges that the TOWN may use the monies received from it as COMMUNITY IMPACT FEES in its sole discretion, in accordance with all applicable law and as set forth herein. The TOWN shall make a good faith effort to allocate such expenditures to off-set actual and anticipated costs arising from the impacts of the operation of marijuana establishments within its borders, including but not limited to COMPANY's operations.

4. No Off-Set Payments

In the event that the TOWN receives additional payments from the COMPANY, or from the Department of Revenue ("DOR") or any other source, the funds for which have been collected by assessment against the COMPANY, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the TOWN for said payments, the amounts due from the COMPANY to the TOWN under the terms of this AGREEMENT shall not be reduced by the amount of such other payments.

5. Local Taxes

A. Property Tax.

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 by the COMPANY or its landlords, and the COMPANY shall not object or otherwise challenge the taxability of such property and shall not seek a reduction with respect to 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 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 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 payments made by the COMPANY under this AGREEMENT.

B. Vehicle Excise Tax

The COMPANY shall principally garage and register all vehicles owned by it or its affiliates and used in connection with the FACILITY in the TOWN, so that excise taxes shall be paid to the TOWN consistent with applicable law.

6. Local and State Permitting

The COMPANY shall obtain and comply with all necessary permits and approvals necessary for the occupation of the SITE and operation of the FACILITY pursuant to the APPLICABLE LAWS. In accordance with the procedures set forth in G.L. c.44, §53G, any municipal board or official from whom the COMPANY requires a permit or approval may require the COMPANY to fund the reasonable costs of outside consultants, including without limitation, engineers, architects, scientists and attorneys. The COMPANY further acknowledges and accepts, and waives all rights to challenge, contest or appeal any municipal permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable and of the same rates and fees chargeable to other comparable commercial developments in the TOWN.

The COMPANY shall not commence operations at the PROPERTY unless and until (i) the SITE, in its entirety, is brought into conformance with all local and state statutes, rules and regulations, (ii) the Lanesborough Building Inspector has issued a certificate of occupancy for the PROPERTY, (iii) the Lanesborough Fire Chief has deemed the fire suppression systems at the SITE satisfactory and in good working order; (iv) a valid groundwater discharge permit from the Massachusetts Department of Environmental Protection ("DEP") is obtained for the SITE, and (v) a certified operator has been obtained to oversee the public water supply system operation at the SITE and ensures, through requisite testing that the system is delivering safe drinking water in accordance with DEP directives. The COMPANY agrees and acknowledges that local approvals for the PROPERTY may be withheld if the SITE, in its entirety, is not brought into compliance with local and state statutes, rules and regulations and made safe.

7. Local Concerns

The COMPANY shall employ its best efforts to work collaboratively and cooperatively with neighboring businesses and residents, and to establish written policies and procedures to address mitigation of any reasonable concerns or issues that may arise through its operation of the FACILITY including, but not limited to, any and all reasonable concerns or issues raised at the COMPANY's required Community Outreach Meeting; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the TOWN and shall be incorporated herein by reference and made a part of this AGREEMENT, the same as if each were fully set forth herein.

In the event the TOWN receives complaints with respect to the failure to mitigate any conditions at the FACILITY and/or PROPERTY, the COMPANY shall meet with the BOARD or the BOARD'S designee, and shall take additional mitigation measures, at the COMPANY'S sole expense, to address the specific nature of the complaints to the satisfaction of the BOARD.

8. Local Hiring and Vendors

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the COMPANY shall employ its best efforts, in a legal and non-discriminatory manner, to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods FACILITY services called for in the construction, maintenance and continued operation of the FACILITY, and shall use its best efforts to hire TOWN residents as employees of the FACILITY before considering other candidates for open positions. The COMPANY also use its best efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the TOWN.

Best efforts shall include, at a minimum, actively soliciting bids from TOWN vendors through local advertisements and direct contact, advertising any job expansion or hiring of new employees first to TOWN residents a minimum of two (2) weeks before advertising through all typical regional employment advertising outlets, and such other reasonable measures as the TOWN may from time-to-time reasonably request.

Further, prior to hiring any new employees for the FACILITY, COMPANY shall advertise and hold at least one (1) hiring event for Lanesborough residents, at which it will review its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the FACILITY. Said hiring event shall take place at the PROPERTY or such other location in Lanesborough as may be deemed appropriate by the COMPANY.

At the time of each ANNUAL LICENSE RENEWAL, the COMPANY shall provide the TOWN with a hiring report. Said report shall include the full and part-time employment levels for the FACILITY as of the beginning of each month during the reporting period and the proportion of Lanesborough residents in each category of employment. The COMPANY shall also furnish the TOWN with such further information and documentation as the TOWN may request to support and document compliance with this paragraph.

9. Security

To the extent requested by the TOWN's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, the COMPANY shall work with the TOWN's Police Department in determining the placement of exterior security cameras and in reviewing and approving all security plans prior to implementation the commencement of operations at the FACILITY. The COMPANY shall, at all times, maintain security at the FACILITY and PROPERTY in accordance with said approved security plan approved by the TOWN's Chief of Police or his designee. In addition, the COMPANY shall at all times comply with all state and local laws and regulations, as well as any special permit or other permit/approval regarding security of the PROPERTY.

To the extent requested by the TOWN's Police Department, the COMPANY shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the FACILITY. Such plan shall include, but is not limited to, (i) training the COMPANY employees to be aware of, observe, and report any unusual behavior in authorized visitors or other COMPANY employees that may indicate the potential for diversion; and (ii) utilizing appropriate tracking software to closely track all inventory at the FACILITY.

The COMPANY shall promptly report the discovery of the following to TOWN's Police Department 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 storage, cultivation, sale, distribution, transportation or delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, 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 (8) hours; and any other breach of security.

The COMPANY shall, at all times, cooperate with the TOWN'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 SITE, and with regard to any anti-diversion procedures.

10. Limitation on Use

Even if authorized under CCC regulations, the COMPANY shall not engage in cultivation operations at the PROPERTY beyond the level of a Tier 4 licensee absent prior written approval from the BOARD. Even if authorized under CCC regulations and in the TOWN, the COMPANY shall not permit on-site social consumption at the FACILITY absent prior written approval from the BOARD. In addition, the delivery of adult use marijuana and adult use marijuana products from the FACILITY directly to consumers shall only be permitted in compliance with state law, subject to required local approvals with prior written approval of the BOARD. Further, at the discretion of the TOWN, either an amendment of this AGREEMENT or a new host community agreement shall be required for any such use.

The COMPANY also shall not install solar panels or installations at the PROPERTY under any circumstances absent the prior written consent of the TOWN.

11. Additional Obligations

A. Good Neighbor Policy.

The COMPANY has committed to a Good Neighbor Policy regarding the TOWN. As an expression of this Policy, the COMPANY shall seek reasonable ways to contribute to the growth, development, and long-term success of the TOWN.

B. Surety/Closure and Clean-Up.

In the event the COMPANY ceases operations at the FACILITY for a period greater than sixty (60) days with no substantial action taken to reopen, the Operator shall remove all materials, plants, equipment, paraphernalia, and any and all hazardous materials from the PROPERTY within sixty (60) days of such cessation. The PARTIES acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the TOWN, which damages are difficult or impracticable to calculate. Thus, in the event that such materials are not removed within said timeframe, the COMPANY shall pay to the TOWN as liquidated damages, and not as a penalty, an amount equal to \$50,000.00.

To ensure payment of such liquidated damages, prior to commencing operations at the FACILITY, the COMPANY shall provide proof to the TOWN of having obtained a surety bond, naming the TOWN as payee, in an amount equal to \$50,000.00 to adequately support the orderly dismantling and winding down of the FACILITY as determined by the TOWN.

C. Approval of Manager.

The COMPANY shall provide to the TOWN, for review by the BOARD, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the FACILITY. The BOARD may consult with the Police Chief, and if the person proposed to act as on-site manager is of unsuitable character, the TOWN may, in its discretion, require the COMPANY to appear before the BOARD to discuss the selection of the on-site manager. If after said appearance, the TOWN determines that the proposed on-site manager is unsuitable, the COMPANY shall immediately, within four (4) weeks, replace the on-site manager. This approval process shall also apply to any change of on-site manager.

D. Lighting.

The COMPANY shall use and ensure lighting practices at the SITE, PROPERTY and FACILITY that reduce light pollution, that minimize the impact on maintaining a 'dark sky', by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only where needed, and shielding any indoor lighting after sunset and before sunrise.

E. Water Consumption.

The COMPANY shall use best efforts to minimize water consumption at the FACILITY and shall follow the CCC's Best Management Practices for Water Use. Water consumption techniques shall include the installation of dehumidifiers in each room where cultivation occurs to collect and reuse moisture evaporating from plants resulting in reclamation of significant quantities of water.

In addition, if the COMPANY uses a TOWN and/or otherwise public water source, the COMPANY shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. In such event, the COMPANY shall report to the TOWN annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

Further, the COMPANY shall ensure that a certified operator has been obtained to oversee the public water supply system operation at the SITE and ensure, through requisite testing that the system is delivering safe drinking water in accordance with DEP directives.

F. Waste and Wastewater Controls.

The COMPANY shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, bylaws, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers. It shall be the COMPANY'S obligation to ensure that a valid groundwater discharge permit from the DEP is obtained and maintained for the SITE.

The COMPANY shall utilize cultivation processes such as use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the FACILITY. The COMPANY shall consult with the TOWN regarding its cultivation methods and wastewater plan prior to commencing cultivation at the FACILITY or in the event of a change of the COMPANY's cultivation practices that may result in wastewater discharge at the FACILITY. The COMPANY shall comply with all reasonable requests

of the TOWN, including, but not limited to, testing requirements and tank holding requirements if necessary.

The COMPANY shall ensure that no fewer than two (2) agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 501.000. When marijuana products or waste is disposed or handled, the COMPANY will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two COMPANY agents present during the disposal or other handling, with their signatures. The COMPANY shall keep these records for at least three (3) years.

G. Odor Control Technology.

The COMPANY shall ensure that odor from the FACILITY is not released so as to constitute a nuisance to surrounding properties. The COMPANY shall develop an odor mitigation plan and submit the plan to the TOWN for approval prior to commencement of operations at the FACILITY. At a minimum, the COMPANY shall 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. In addition, the COMPANY shall employ odor control technology to remove odors and harmful volatile organic compounds from the FACILITY. The COMPANY shall also ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event the TOWN receives three (3) or more complaints within thirty (30) days with respect to odor impacts in relation to the operation of the FACILITY, the COMPANY shall meet with the BOARD. If requested by the BOARD, the COMPANY shall take additional mitigation measures at the COMPANY's sole expense, including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by an Independent Engineer, to address the nature of the complaints to the satisfaction of the BOARD. After delivery of the Independent Engineer's report, and if requested by the BOARD, the COMPANY shall be solely responsible to pay for and shall immediately commission an independent Peer Review of the Independent Engineer's odor mitigation report; provided, however, that the BOARD shall have the option to select the neutral Peer Review consultant if requested by the Board. The COMPANY agrees and acknowledges that if odor mitigation is not addressed to the satisfaction of the BOARD after an assessment of the odor mitigation measures is conducted by an Independent Engineer using the odor testing standards more fully described in the American Society for Testing and Materials Standard Practice for Referencing Suprathreshold Odor Intensity (ASTM E544-18, as updated from time to time), the COMPANY shall, provided that the Independent Engineer or Peer Review consultant concludes that the mitigation plan is insufficient to address the odor, immediately, within forty-five (45) days of notice, cease all operations at the FACILITY upon the request of BOARD.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the TOWN's local bylaws and regulations, with respect to odor violations.

H. Pest Management.

The COMPANY shall comply with the CCC's Guidance on Integrated Pest Management and shall apply chemical controls judiciously.

I. Traffic Mitigation.

The COMPANY shall develop, in coordination with and approval by municipal officials, a transportation management plan to ensure that impacts from the continued operation of the FACILITY are properly managed. The COMPANY shall ensure that all access ways to and from the PREMISES are paved and maintained in safe condition. The COMPANY shall cooperate with TOWN officials on traffic management and access way safety measures, including, but not limited to the TOWN's Police Department, to ensure that sufficient traffic and safety control measures are in place to mitigate traffic impacts. The COMPANY shall pay for all customary traffic control and access way safety measures required by the TOWN.

The COMPANY shall also, at all times, maintain sufficient spaces on-site for employee parking and vehicles used in connection with the FACILITY at the PROPERTY including, but not limited to dedicated parking spaces loading/unloading marijuana and marijuana products.

J. Community Service.

The COMPANY shall volunteer annually to participate in community service activities in the TOWN including, but not limited to, educational programs on public health and drug abuse prevention, senior assistance, community clean up and veterans' assistance.

K. Hours of Operation.

In no event shall the FACILITY be open for business, nor shall any delivery, transportation or distribution of marijuana occur at the FACILITY outside the hours of 5 A.M. through 11 P.M. Monday through Sunday, unless further restricted by the TOWN'S special permit granting authority.

L. Improvements to the Property.

Any capital improvements made to the PROPERTY shall match the look and feel of the TOWN and the surrounding parcels and be of construction standards at least at the quality of other nearby businesses. The COMPANY shall comply with all laws, rules, regulations and orders applicable to the continued operation of the FACILITY, such

provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the same.

Further, the COMPANY shall ensure that the PROPERTY is maintained in accordance with relevant APPLICABLE LAWS and shall, at all times, maintain water, sewer and fire suppression safety controls at the PROPERTY to the satisfaction of the TOWN's Fire Chief.

M. Emergency Contacts.

The COMPANY shall disclose to the TOWN the names and contact information for individuals that will be the emergency contacts for the FACILITY prior to the commencement of operations. The COMPANY shall immediately, within twenty-four hours (24), provide the TOWN with updated information if the names and contact information for the emergency contacts change at any time.

To the extent requested by the TOWN's Fire Department, the COMPANY shall work with the Fire Department in reviewing and approving all emergency procedures, including disaster plans with procedures to be followed in case of fire or other emergencies, prior to implementation and commencement of operations at the FACILITY.

N. Emergency Response Information.

The COMPANY 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) description of the location and operation of the security system at the FACILITY, including the location of the central control on the PROPERTY; (ii) a schematic of security zones; (iii) the name of the security alarm company and monitoring company (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 marijuana establishment; (vi) the location of any hazardous substances and a description of any public health or safety hazards present at the PROPERTY; (vii) a description of any special equipment needed to respond to an emergency at the FACILITY; (viii) an evacuation plan; and (ix) any other information relating to emergency response as requested by the TOWN's Fire Department and Police Department.

O. Annual Inspections.

The COMPANY shall submit to annual inspections by the TOWN's Police, Fire and Building Departments to ensure compliance with the terms of this AGREEMENT and other APPLICABLE LAWS. This provision shall not preclude the TOWN or any of its departments from conducting inspections at other times during the year to address enforcement, safety and/or public health matters.

P. Annual Reporting.

The COMPANY shall file an annual written report with the TOWN at the time of its ANNUAL LICENSE RENEWAL each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the BOARD, appear at a meeting to discuss the Annual Report.

Q. Legal Fees and Costs.

The COMPANY shall reimburse the TOWN for its legal fees and costs associated with the FACILITY including, but not limited to, the cost to negotiate this AGREEMENT, within thirty (30) days of the TOWN's request for the same.

12. Municipal Support

The TOWN agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certification(s) of compliance with applicable local bylaws relating to the COMPANY's application for renewed licensure to operate the FACILITY where such compliance has been properly met, 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 its rules and regulations and any statutory guidelines governing them.

13. Retained Authority of the Municipality

This AGREEMENT does not affect, limit, or control the authority of the TOWN, or its boards, commissions, departments, and agents to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the TOWN, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The TOWN, by entering into this AGREEMENT, is not thereby required or obligated to issue such permits and approvals as may be necessary for the FACILITY to operate in the TOWN, or to refrain from enforcement action against the COMPANY and/or the FACILITY for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations. and final licensure from the CCC.

14. Diligent Pursuit of Licenses and Approvals

The COMPANY shall diligently pursue all licenses, permits and approvals required to open and operate the FACILITY. Within ninety (90) days of the EFFECTIVE DATE of this AGREEMENT (unless extended by the BOARD for cause), the COMPANY shall file with the TOWN's Planning Board and Zoning Board of Appeals all application forms and required supporting documents necessary to allow the construction and operation of the FACILITY. Also, within said ninety (90) days (unless extended by the BOARD for cause),

the COMPANY shall file with the CCC an application and all required supporting documents required for provisional licensure for the FACILITY. The COMPANY shall provide the TOWN written status updates at least every ninety (90) days regarding all efforts undertaken by the COMPANY to secure any necessary licenses, permits and approvals for the construction and operation of the FACILITY. The COMPANY shall commence interior fit-up of the FACILITY within one hundred and twenty (120) days after both a) the COMPANY's receipt of special permits from the Planning Board and/or Zoning Board of Appeals to the extent required under the Town's Zoning Bylaws and provisional licensure from the CCC and b) the COMPANY's receipt of a certificate of occupancy for the building being constructed for the FACILITY (unless extended by the BOARD for cause), and it shall diligently continue construction through completion of the FACILITY. No later than thirty (30) days after completion of construction, the COMPANY shall request a certificate of occupancy from the TOWN's Building Inspector and final licensure from the CCC.

15. Term and Termination

This AGREEMENT shall take effect on the EFFECTIVE DATE and shall continue in effect for eight (8) years from the date that a final license is issued by the CCC to commerce operates at the FACILITY on the PROPERTY, unless terminated in accordance with the following provisions and the provisions of Paragraph 16.

In the event the COMPANY has not secured a final license from the CCC and all necessary local permits from the TOWN and commenced operations at the FACILITY within eighteen (18) months from the date this AGREEMENT takes effect, this AGREEMENT shall expire at the option of the TOWN, and the COMPANY shall be required to negotiate a new host community agreement in order to operate the FACILITY within the TOWN. The TOWN, in its discretion, may agree to an extension of the eighteen (18) months expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of any permits required for the operation of the FACILITY, the special permit or other legal proceeding.

The TOWN may terminate this AGREEMENT for cause by providing written notice to the COMPANY in the event that: (i) COMPANY violates any laws of the TOWN or the Commonwealth with respect to the operation of the FACILITY, and such violation remains uncured for forty-five (45) days following the TOWN's issuance to COMPANY of written notice of such violation; (ii) COMPANY fails to make payments to the TOWN as required under this AGREEMENT, and such failure remains uncured for thirty (30) days following the TOWN's issuance to COMPANY of written notice of such violation; (iii) there is any other breach of the AGREEMENT by the COMPANY, which breach remains uncured for thirty (30) days following the TOWN's issuance to COMPANY of written notice of such violation; or (iv) the COMPANY's license is revoked by the CCC.

In the event of termination of this AGREEMENT, the COMPANY shall immediately cease all operations at the FACILITY.

16. Nullity

This AGREEMENT shall be null and void in the event of the cessation of operations or relocation of the FACILITY out of TOWN; provided, however, that the payments due to the TOWN under Paragraph 3 of this AGREEMENT shall be paid by the COMPANY within thirty (30) days of the TOWN's request for the same and provided, further, that in no event shall the TOWN be responsible for the return of any funds provided to it by the COMPANY. This AGREEMENT shall also be null and void in the event that the COMPANY does not locate the FACILITY in TOWN; provided however, that COMPANY shall reimburse the TOWN for its legal fees and costs associated with the negotiation of this AGREEMENT within thirty (30) day of the TOWN's request for same.

17. Assignment/ Successors and Change in Corporate Structure and/or Control

This AGREEMENT is binding upon the PARTIES hereto, their successors, assigns, and legal representatives. The COMPANY shall not assign, sublet or otherwise transfer the FACILITY or delegate its rights or obligations under this AGREEMENT, in whole or in part, without the prior written consent of the TOWN, and shall not assign or obligate any of the monies payable under this AGREEMENT, except by and with the prior written consent of the TOWN.

Events deemed an assignment include, without limitation: (i) COMPANY's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the COMPANY's takeover or merger by or with any other entity; (iii) the COMPANY's outright sale of assets and equity, majority stock sale to another organization or entity for which the COMPANY does not maintain a controlling equity interest; (iv) or any other change in majority ownership or status of the COMPANY; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the TOWN.

18. Notices

Any and all notices, consents, demands, requests, 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 TOWN:

Select Board
83 North Main Street
P.O. Box 1492
Lanesborough, MA 01237

With a copy to:

Lanesborough Town Counsel
KP Law, PC
101 Arch Street
12th Floor

Boston, MA 02110

To COMPANY:

JMJ Holdings Corporation
100 State Street, 9th Floor
Boston, MA 02109

19. Severability

If any term of 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. In addition, in the event that any term of condition of this AGREEMENT or any application thereof shall to any extent be made impractical or illegal pursuant to the CCC's regulations, then the PARTIES shall reopen this AGREEMENT at the request of the TOWN and negotiate an amendment to address such term.

Further, the COMPANY hereby represents that at the time of execution of this AGREEMENT, based upon the COMPANY's diligent inquiry, it determined to its satisfaction that the provisions of this AGREEMENT are valid, binding and enforceable. In exchange for and in reliance on such representation, among others, the TOWN has entered into this AGREEMENT. Therefore, the PARTIES agree that in the event that the COMPANY challenges the validity of any such provisions in state or federal court, it shall, notwithstanding the result of such challenge, pay all reasonable attorneys' fees and costs incurred by the TOWN in defending such challenge. The COMPANY agrees that the foregoing provision is not intended to prohibit the COMPANY from exercising any right to judicial relief nor as a penalty for any such exercise, but as an allocation of a specified risk to the COMPANY.

20. Governing Law

This AGREEMENT shall be governed and 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.

21. 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.

22. Indemnification

The COMPANY shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, subpoenas, proceedings and/or costs and expenses, including attorney's fees (collectively, the "CLAIMS"), brought against the TOWN, its agents, departments, officials, employees, insurers, successors or assign, by any third PARTY arising from or relating to this AGREEMENT, the PROPERTY and/or FACILITY. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the TOWN's choosing incurred in defending such CLAIMS. The COMPANY shall, within thirty (30) days of written notice by the TOWN, reimburse the TOWN for any and all costs and fees incurred in defending itself with respect to any such CLAIMS.

23. Amendments/Waiver

The failure of any PARTY to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This AGREEMENT can be modified only in a written instrument signed by the BOARD and the COMPANY, prior to the effective date of the amendment. This AGREEMENT shall be binding upon the PARTIES and their successors and assigns.

24. 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.

25. 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.

26. Signatures

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

27. No Joint Venture

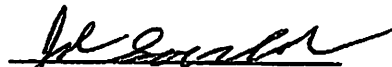
The PARTIES hereto agree that nothing contained in this AGREEMENT or any other documents executed in connection herewith is intended or shall be construed to establish the TOWN and COMPANY, or the TOWN and any other successor, affiliate or corporate entity as joint ventures or partners.

28. Third Parties

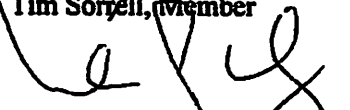
Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third PARTY against either TOWN or the COMPANY.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT under seal as of the day and year first written above.

**TOWN OF LANESBOROUGH,
by and through its BOARD,**


John W. Goerlach, Chair


Tim Sorrell, Member


Michael P. Murphy, Member

JMJ HOLDINGS CORPORATION,


Steven Jones, President