

**TOWN BECKET AND
TETRAHYDRA AGTEK LLC**

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this ____ day of October, 2021 by and between Tetrahydra Agtek LLC, a Massachusetts limited liability company, and any successor in interest, with a principal office address of 123 B Seaview Avenue, South Yarmouth, Massachusetts (the “Company”), and the Town of Becket, a Massachusetts municipal corporation with a principal address of 557 Main Street, Becket, MA 01223 (the “Town”), acting by and through its Town Administrator, duly authorized by vote of the Select Board in reliance upon all of the representations made herein (the Town and the Company, collectively, the “Parties”).

WHEREAS, the Company wishes to locate a licensed Tier 11 Marijuana Cultivation Establishment solely for the cultivation, processing, packaging and transfer of marijuana for adult use, with approximately 2,000 square feet of administrative space, 90,000-100,000 square feet of cultivation space, 2,500 square feet of processing or manufacturing space, and 5,000 square feet of storage, administrative, and miscellaneous space, on an 5.6 acre parcel at 0 Quarry Road, Becket, MA 01223, more accurately described by the deed recorded with the Berkshire Middle District Registry of Deeds in Book 6944, Page 62, and as shown the Assessor’s Map as Parcel 416 Lot 10.1 (the “Establishment”) in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations;

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base;

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town;

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite license from Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the Town;

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town; and

WHEREAS, the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

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. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay annual community impact fees to the Town in the amount and under the terms provided herein (the "Annual Community Impact Fee").

1. Company shall pay an Annual Community Impact Fee in an amount equal to one percent (1%) of the gross sales generated by the Establishment. The term "gross sales" shall mean the total of all transactions of the Establishment, including wholesale sales, and shall be determined by arms-length wholesale sales made at the Establishment during the year and shall include all marijuana and marijuana products, including marijuana-infused products (the "Gross Sales"). In the event the marijuana or marijuana products cultivated at the Establishment are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Annual Community Impact Fee shall be based on the higher of: (i) 50% of the retail price at which

such marijuana or marijuana products are sold by such marijuana retailer; or (ii) the highest wholesale price charged by the Company in any arms-length transaction during the preceding twelve (12) months. The Company agrees that calculation of the Annual Community Impact Fee in this manner will be within the statutory cap of three percent (3%) of Gross Sales under G.L. c.94G §3(d) and waives any claims to the contrary.

2. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to operate from the CCC (the “Commencement of Operations”). The Annual Community Impact Fee shall be made in quarterly installments per the Town’s fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 beginning thirty (30) days after the Commencement of Operations. The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the Establishment is in operation; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee or portion thereof already provided to the Town by the Company.
3. The Annual Community Impact Fee shall continue for a period of five (5) years from the date the Establishment commences operations. A minimum of three (3) months prior to the conclusion of the five year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.
4. The Company acknowledges and agrees that the Town is under no obligation to use the Community Impact Fee in any particular manner and while the purpose of these payments is to assist the Town in addressing impacts the Establishment may have on the Town, the Town may expend the Annual Community Impact Fee for any proper public purpose, as determined by Town Meeting, subject to M.G.L. c. 44, § 53 or in accordance with any other general or special law.
5. 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...” Notwithstanding the foregoing, the Company hereby acknowledges the difficulty in computing actual Town costs and agrees that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. The Parties further recognize and agree that it is inherently difficult to fully identify, evaluate and quantify the impacts to the Town of the Establishment, and that the Annual Community

Impact Fee specified in Paragraph 2.A.1 is a fair and reasonable estimation of such impacts. Therefore, the Parties expressly agree that the Annual Community Impact Fee is reasonably related to the costs that will be imposed upon the Town as a result of operation of the Establishment.

6. Annual 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 Collector of individuals delinquent on their taxes and/or water bills.

B. Annual Community Benefit Payments

In addition to the Annual Community Impact Fee, Company agrees to additionally pay annual community benefit payments to the Town in the amount and under the terms provided herein (the “Annual Community Benefit Payment”).

1. For as long as the Establishment is in operation, the Company shall pay to the Town an Annual Community Benefit Payments in an amount equal to two percent (2%) of the Gross Sales generated by the Establishment.
2. The Annual Community Benefit Payments shall be made in quarterly installments per the Town’s fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 following the Commencement of Operations. The Annual Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Establishment is in operation.
3. The Town shall use the Annual Community Benefit Payments in its sole discretion; the Parties hereby recognize and agree that the Annual Community Benefit Payments to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town, or a regional non-profit organization that directly benefits residents of the Town, in an amount no less than \$1,000, said charities/non-profit organizations to be determined by the Company. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the Commencement of Operations at the Establishment and shall continue for as long as the Establishment is in operation.

The Parties hereby recognize and agree that any Annual Charitable Non/Profit Contribution to be paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

D. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required in addition to the Planning Board's review under the Bylaw, for which reimbursement will be required pursuant to G.L. c.44 §53G. Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a \$5,000 payment made by the Company to the Town within thirty (30) days of the execution of this Agreement; provided however, that any unexpended funds from said contribution shall be off-set against the next applicable Annual Community Impact Fee payment due. Legal fees exceeding the \$5,000 contribution shall be reimbursed to the Town within thirty (30) days of the Town's request for the same.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty subject to interest at the rates prescribed by M.G.L. 59, §57.

E. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit an annual written report to the Town's Select Board within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Select Board to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town 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 CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will use 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 and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use best efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. Best efforts shall include, at a minimum, collaboration with local labor unions and other recruitment efforts, a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities.

The Company's annual report to the Select Board shall include information concerning the number of Becket residents employed at the Establishment and a description of the measures taken to fulfill this workforce hiring commitment. The Company shall furnish the Town with such further information and documentation as the Town may reasonably request to support and document compliance with this Agreement.

4. No Offset Payments

The Company anticipates that it will make purchases of water and sewer from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds 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

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 or agricultural exemption or 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 payment made by the Company under Section 2 of this Agreement.

6. 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, as the case may be, the Company shall work with Town's Police Department in

reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the 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 Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

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 Establishment.

The Company shall promptly report the discovery of the following to Town 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, 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.

7. Community Impact Hearing Concerns

The Company 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 Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Select Board as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledged that in the event the Town receives five (5) or more complaints with respect to the failure to mitigate conditions at the operation of the Establishment, the Company shall be required to meet with the Select Board, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the Select Board's satisfaction.

8. Additional Obligations

A. Permitting

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Establishment in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Establishment in the Town.

B. Retained Authority of the Municipality

This agreement does not affect, limit, or control the authority of the Town 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 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 Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

C. Annual Reporting

The Company shall file an annual report with the Select Board in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Select Board, appear at a regularly scheduled meeting to discuss the Annual Report.

D. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

E. Improvements to the Property

The Company shall make capital improvements to the property such that the property will 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.

F. Limitation on Use

The Company agrees that, even if authorized under CCC regulations, it shall not engage in delivery of adult use marijuana directly to consumers and shall not permit retails or on-site social consumption at the Establishment absent prior written approval from the Select Board.

9. Hours of Operation

The Company agrees that in no event shall any packaging, distribution, shipping, receiving or transportation of marijuana occur at the Establishment outside the hours of 7 A.M. through 7 P.M. Monday through Sundays.

10. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of thirty six (36) watts per gross square foot of active and growing canopy. The Company shall report to the Select Board annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electrical demand.

The Company shall use lighting practices to 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.

11. Water Consumption

The Company shall follow the CCC’s Best Management Practices for Water Use. If requested by the Select Board, 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. The Company shall report to the Select Board annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

12. Waste and Waste Water 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, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company shall utilize cultivation processes such as hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Establishment. Company agrees to consult with the Town regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment. 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 will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105. 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.

13. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a closed air system at the Establishment to not relive or introduce any outdoor air into the Establishment, nor allow any indoor air to escape. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Establishment. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency. I would suggest the following revision, in addition, the Company shall conduct odor tests at the Establishment annually, or more frequently as requested by the Select Board, using an olfactometer to ensure that odors are being properly mitigated to the satisfaction of the Select Board. The Company shall provide the Town two (2) weeks written notice prior to said testing and upon the request of the Select Board, shall schedule the test to be conducted at a mutually agreeable date and time such that a designee of the Select Board may be present.

In the event the Town receives five (5) or more complaints from citizens representing separate households within a two-week period with respect to odor impacts in relation to the operation of the Establishment, the Company shall be required to meet with the Select Board, which may

require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints.

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.

14. Pest Management

The Company shall comply with the CCC's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest control. "Minimum-risk (25(b))" pesticides for use in cannabis cultivation may be used in moderation.

15. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Select Board notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a marijuana cultivator that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality. The re-negotiation of the Host Community Agreement under this provision would not preclude the Company from operating during the negotiation of the successor agreement, provided the Company is in full compliance with all other terms of this Agreement.

16. Municipal Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Establishment, 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.

17. Term and Termination

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final License from the CCC and all necessary local permits from the Town to commence operations at the Establishment within two (2) years from the date this Agreement takes effect, this Agreement shall expire at the election of the Select Board and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Select Board, in its discretion, may also agree to an extension of the two (2) year expiration, for good cause, which shall include the time required to secure CCC approval or to pursue or await the determination of an appeal of the special permit or other legal proceeding, provided, however, that such processes are expeditiously undertaken. Notwithstanding the above, all payments required under this Agreement shall remain in effect for the full duration of the Company's operation of the Establishment.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for thirty (30) 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 ten (10) days following the Town's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by the Company, which material breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation.

18. Successors/Assigns

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 Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives.

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 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.

19. 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 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.

To: Town Administrator
Town of Becket
557 Main Street
Becket, MA 01223

Copy to Town Counsel:
Jeffrey T. Blake
101 Arch Street, 12th Floor
Boston, MA 02110

To Licensee: Michael Goodenough
123B Seaview Avenue
South Yarmouth, Massachusetts 02664

Copy to Counsel:
Glenn Frank
Lawson & Weitzen, LLP
88 Black Falcon
Boston, Massachusetts 02210

20. 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. Further, the Company agrees that 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 Town in enforcing this Agreement.

21. Governing Law

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

22. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

23. 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 all signatories to the original Agreement, prior to the effective date of the amendment.

The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder.

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 counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The Parties hereto may rely upon copies of signatures to this Agreement to the same extent as manually signed original signatures.

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

28. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the

Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

29. 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, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

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 the Town or the Company.

31. Representation of Authority

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.

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

TOWN OF BECKET,

TETRAHYDRA AGTEK LLC

William J. Caldwell
Town Administrator
Becket, MA 01223

By: Michael Goodenough
Title: Manager