



February 27, 2023

VIA ELECTRONIC MAIL
AND OVERNIGHT MAIL

Mark Pruhenski, Town Manager
Town of Great Barrington
Town Hall
334 Main Street
Great Barrington, MA 01230

RE: Theory Wellness, Inc. and Community Growth Partners Great Barrington
Operations, LLC

Dear Mr. Pruhenski:

Please be advised that my office acts as counsel to Theory Wellness, Inc. ("Theory Wellness") and Community Growth Partners Great Barrington Operations, LLC ("CGP").

As you are well aware, both Theory Wellness and CGP are parties to Host Community Agreements ("HCA") with the Town of Great Barrington ("the Town"). See Exhibits A-C. Theory Wellness' HCAs are dated October 17, 2016 and June 18, 2018. CGP's HCA is dated March 20, 2019. During the term of the parties' respective HCA, both Theory Wellness and CGP have been forced to tender to the Town millions of dollars in unlawful Community Impact Fees, legal fees and additional costs, payments and reimbursements.¹ It further appears that the Town is unjustifiably refusing to negotiate or enter into new HCAs (ones which comply with the actual requirements of Massachusetts law) with either of my clients until such time as each pays the Town additional unlawful fees. The Town's conditioning its willingness to enter into a new, legally compliant HCA upon the requirement that my clients make patently illegal payments to the Town is extortionate in fact and reflects yet another violation of their legal rights.

By and through this correspondence, Theory Wellness demands that the Town immediately return to it the sum of **\$5,182,769.67** (plus accrued statutory interest). CGP demands that the Town tender to it the sum of **\$526,380** (plus accrued statutory interest). These sums reflect those illegal fees tendered by my clients to the Town under the HCAs. So too, Theory Wellness and CGP demand that the Town immediately tender to them, without conditions, HCAs which conforms to the requirements of the amended Massachusetts General Laws Chapter 94G and the regulatory scheme recently enacted by the Cannabis Control Commission ("CCC"). Should the Town fail and refuse to comply with these basic demands, I

¹ By way of example, the HCAs required both Theory Wellness and CGP to separately make annual \$10,000 charitable contributions. Neither of my clients seek to disturb or unwind these contributions.



have been authorized to commence suit. As your counsel will confirm, and as contemplated by the newly enacted cannabis regulations, Theory Wellness and CGP will be entitled to recover their reasonable attorneys' fees if successful in any litigation against the Town.

The facts supporting Theory Wellness and CGP's demands are well known to the Town and beyond serious dispute. Among other licensing requirements, under the version of Massachusetts General Laws Chapter 94G in effect at the time the HCA was executed, every marijuana establishment or medical marijuana treatment center was required to execute an HCA with its local municipality. Chapter 94G § 3, titled Local Control, sets forth the requirements for an HCA:

(d) A marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; **provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. Any cost to a city or town imposed by the operation of a marijuana establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.**

(Emphasis added).

Chapter 94G § 3(d) expressly limited the sums a municipality could assess against a marijuana establishment or a medical marijuana treatment center. The limitations made clear that: (i) the fee cannot amount to more than three percent of the gross annual sales of the marijuana establishment or medical marijuana treatment center; and (ii) the fee must be "reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center," which costs must be "documented in a public record."



According to the CCC, a municipality is prohibited from imposing a community impact fee without justification. See CCC Guidance on Host Community Agreements, Revised by the Commission: January 16, 2020, at 4 (emphasis supplied). The CCC has warned that the fee must bear some relation to actual municipal service costs incurred by a town as a result of hosting the marijuana establishment, such public safety, personnel overtime, traffic inspection design studies, or substance abuse prevention and programming. Id. at 6. Additionally, the fee must be proportional to the claimed impact cost. Id. at 5.

Moreover, the community impact fee must separately comply with other legal limitations on municipalities' regulatory power. Id. at 7. Municipalities do not have independent power of taxation under the Massachusetts Constitution; instead, they may only impose regulatory fees on businesses or activities within their borders. Silva v. City of Fall River, 59 Mass. App. Ct. 798, 800 (2003). In order to constitute a permissible regulatory fee rather than an illegal tax, a fee must (1) be charged in exchange for a governmental service that benefits the party paying the fee in a manner not shared by other members of society; (2) be paid by choice, in that the fee payer has the option of not utilizing the governmental service and thereby avoiding the charge; and (3) be collected not to raise revenues but to compensate the governmental entity providing the service. Silva, 5 Mass. App. Ct. at 800.

Here, it is undisputed that the Town incurred "no significant costs ... related to the operation of" Theory Wellness or CGP's operations. Indeed, the Town has regularly and repeatedly confirmed this indisputable fact in writing. See e.g. Exhibits D-E. As recent as August 5, 2022, the Town explicitly "concluded that no significant costs have been imposed on the Town related to the operation of your establishment, Theory Wellness. At this time, we do not foresee or anticipate any expenses resulting from this operation." See Exhibit D. Virtually identical letters were sent to CGP on November 9, 2021 and November 7, 2022. See Exhibit E. Thus, beyond any shadow of a doubt, the Town's imposition and ultimate retention of any fees from Theory Wellness and/or CGP are improper and transparently violative of Massachusetts law.

This indisputable conclusion was expressly confirmed by the Massachusetts Legislature through its November, 2022 amendment of Chapter 94G and more recently by the CCC when it issued its regulatory directives relating to HCAs. Thus, there is no legal or factual basis for the Town to refuse to return funds which it unlawfully received from Theory Wellness and CGP. Indeed, I note that other municipalities who engaged in similar unlawful practices have voluntarily returned fees wrongfully obtained from cannabis establishments. See e.g. Exhibit F (Agreement for Judgment for \$1.17M with Town of Uxbridge); see also <https://www.bostonglobe.com/2022/11/10/marijuana/boston-refund-millions-marijuana-impact-fees/> (Reporting on City of Boston returning funds). I understand that in apparent recognition of the fact that the Town has no legal basis to assess Community Impact Fees, the Town has segregated and not utilized at least some of the fees unlawfully collected from my clients. As a result, it should be rather straightforward for the Town to immediately return these funds to Theory Wellness and CGP, along with the statutory interest which has accrued on these sums.



The Town is likewise required to enter into a new, legally compliant HCA with Theory Wellness and CGP. I understand that a draft HCA was circulated to Theory Wellness and approved by the sides in June, 2023. Nevertheless, the Town is apparently unwilling to formally execute the new agreements unless and until Theory Wellness and CGP pays additional Community Impact Fees. As my clients have repeatedly made clear, including through CGP's counsel's letter to town counsel dated June 13, 2023, no payments are due and owing under the existing HCA as the payments called for thereunder are transparently illegal. Moreover, even if there was a good faith dispute over amounts due under the existing HCA, and there can be no credible argument advanced in this regard, the Town may not withhold its execution of an approved lawfully compliant HCA in order to coerce my clients into paying highly disputed sums. Indeed, the Town's tact of apparently holding the new, legally compliant HCA "hostage" in order to extract some undeserved and illegal benefit is itself unlawful and violative of my clients' basic legal rights. It is undisputed that the Cannabis Control Commission's recently enacted regulation requires each Licensee to have a legally compliant HCA in place to renew/maintain their licensure status. Thus, the Town's extortion threatens my clients' businesses at their core and exposes the Town to additional, significant damages if the CCC fails to renew their licenses. I would ask you to confirm in writing the Town's position relative to renewed HCAs for both of my clients so there is no confusion going forward.

If I do not hear from you or your legal counsel by the March 5, 2024 my clients will assume that the Town is unwilling to return the fees it illegally collected from them and is likewise unwilling to enter into legally compliant HCAs absent its receipt of undeserved benefits. In such an event, my clients have directed me to commence suit. As noted above, and as expressly contemplated by Massachusetts law, Theory Wellness and CGP's lawsuit will seek, in addition to compensatory damages and equitable relief, an award of their out-of-pocket legal fees incurred in connection with its pursuit of this matter.

My clients otherwise reserve all of their legal rights.

Very truly yours,

David H. Rich

cc: David Doneski, Esq.
(DDoneski@k-plaw.com)

EXHIBIT A

**GREAT BARRINGTON AND
THEORY WELLNESS, INC.**

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this [15th] day of June, 2018 by and between Theory Wellness, Inc., a Massachusetts corporation, and any successor in interest, with a principal office address of 38 Montvale Avenue Suite #210, Stoneham, Massachusetts 02180 (the “Company”), and the Town of Great Barrington, acting by and through its Town Manager as the Chief Administrative Officer, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the “Town”).

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Retail Establishment (the “Establishment”) for the retail sale of adult-use marijuana and marijuana products at a facility with two thousand four hundred (2,400) square feet of operation, located at 394 Stockbridge Road, Great Barrington, Massachusetts 01230, as shown as Assessors Map 9 (the “Facility”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate an Establishment in Town 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 an Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

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 an 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 Facility 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 an annual community impact fee to the Town, in the amount and under the terms provided herein (the "Annual Community Impact Fee").

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross revenue from marijuana and marijuana product sales at the Establishment.
2. The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30) and is payable no later than the twentieth (20th) day following the end of a quarter. The Annual Community Impact Fee for the Company's first quarter of operation shall be prorated if the Company is open for a portion of that quarter. The Annual Community Impact Fee payment shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate a new Annual Community Impact Fee; provided however, that the Annual Community Impact Fee shall not be reduced below the amount set forth above; provided further however, that if the law is amended to allow a community impact fee greater than three percent (3%) of gross revenue, the parties shall negotiate a new Annual Community Impact Fee prior to the respective five (5) year term.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
4. The term "gross revenue" referenced above shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.

B. Legal Fees

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this

Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to deposit an initial amount of \$5,000, to be deposited into a gift escrow account in accordance with G.L c.44, §53A for purposes of covering legal expenses associated with this Agreement, with any unpaid balance to be paid by the Company, or unused funds to be returned to the Company.

C. 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 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. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, 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 Facility.
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 Facility and/or reviewing the Facility 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 their 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 equal to five percent (5%) of such required payments.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount no less than ten thousand dollars (\$10,000), said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the "Annual Charitable/Non-Profit Contribution"). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

The Company shall submit annual financial statements to the Town within thirty (30) days after June 30 of each year, the close of the Town's fiscal year, with a certification of its annual sales. 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 license for the Facility

During the term of this Agreement and for three 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 Annual Payments 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 shall make every effort 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 Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. 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, 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.

5. 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 the Town's Police Department in determining the placement of exterior security cameras.

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 Facility, and with regard to any anti-diversion procedures.

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.

6. 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 Facility, including, but not limited to any and all concerns or issues raised that the community impact hearing in Town relative to the operation of the Facility; 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.

7. Required Signage

The Company agrees to post clear and visible signage inside the Facility which establishes that adult-use marijuana is not legal in all states and that it may be illegal to transport marijuana or cannabis infused products outside of Massachusetts.

8. Additional Obligations

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

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

9. 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 Town 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 an Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

10. 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 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, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

11. Term

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 Facility in the Town.

12. 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 any of the monies payable under this Agreement, except by and with the written consent of 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. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

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.

13. 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: Town Manager
 334 Main Street
 Great Barrington, MA 01230

To Licensee: Theory Wellness Inc.
 38 Montvale Avenue #210
 Stoneham, MA 02180

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Signatures.

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

21. 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.

22. Nullity

This Agreement shall be null and void in the event that the Company does not locate an Establishment in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of any and all annual payments due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

23. 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 Facility. 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.

24. 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.

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

TOWN OF GREAT BARRINGTON



Stephen Bannon
Chair, Selectboard,
On behalf of the
Town of Great Barrington

THEORY WELLNESS, INC.



Nicholas Friedman, Treasurer
On behalf of Theory Wellness, Inc.

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EXHIBIT B

COMMUNITY HOST BENEFIT AGREEMENT

This Agreement entered into as of October 17th, 2016 by and between the Town of Great Barrington, a municipal corporation within the Commonwealth of Massachusetts, with offices located at 334 Main Street, Great Barrington, MA 01230, by and through its Town Manager as the Chief Administrative Officer (hereinafter the "Town"), and Theory Wellness, Inc., a Massachusetts not for profit corporation, with a principal address of 38 Montvale Avenue Suite #210, Stoneham MA 02180 (hereinafter "TWI").

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana; and

WHEREAS, nothing in that Act or its implementing regulations at 105 CMR 725 supersedes Massachusetts law prohibiting the possession, cultivation, transportation, distribution or sale of marijuana for nonmedical purposes; and

WHEREAS, TWI plans to operate a Registered Marijuana Dispensary ("RMD") in the Town of Great Barrington in accordance with the laws of the Town and those of the Commonwealth; and

WHEREAS, TWI, intending to act as a good neighbor and contributing member of the business community of the Town, in the event the contingencies noted below are met, agrees to provide certain benefits to the Town over and above the increased employment base and other typical economic development benefits attributable to similar new healthcare organizations locating in the Town, and to cooperate with the Town in the operation of the RMD; and

WHEREAS, TWI intends to assure the Town that it will pay real estate or personal property taxes attributable to the property and/or space on and within which the RMD is located, regardless of the final determination of the Commonwealth with regard to the treatment of any related entity and assuming all contingencies noted below are met; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

1. In the event that TWI obtains a certificate of registration for the operation of a RMD in the Town by the Commonwealth of Massachusetts Department of Public Health ("DPH") and receives any and all necessary and required permits and licenses of the Town, which said permits and/or licenses allow TWI to locate, occupy and operate the RMD in the Town, then TWI agrees to make a donation to the Town in the amounts and under the terms in this Agreement.

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2. Term: The term of this Agreement shall begin on the date TWI commences retail sales at the RMD ("Commencement Date"). TWI shall notify the Town in writing when it commences retail sales, and shall provide the Town with copies of any sales and revenue records that is publicly available information. TWI at no time shall provide the Town with any information that contains confidential patient information. The term shall terminate if the DPH certificate of registration or other license, permit or authorization necessary for TWI to operate an RMD is revoked, rescinded, or expires without renewal.
3. TWI shall donate to the Town the following:
 - a. The sum of Fifteen Thousand Dollars (\$15,000.00), annually, in two (2) installments of Seven Thousand Five Hundred Dollars (\$7,500.00). The first payment ("First Payment Date") will occur on the one year anniversary of the Commencement Date, and the second payment will occur on or before December 31 of the same year in which the first payment is made. Thereafter, payments will be made on May 1 and November 1 of each year.
 - b. These annual donations will increase at a rate of 6% per year, with increases effective on the anniversary of the First Payment Date.
 - c. If TWI enters into a community benefit or host agreement with another municipality in the Commonwealth of Massachusetts for a retail only RMD, the parties shall reopen this Agreement and make commercially best efforts to negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality, calculated and adjusted for the Town on a Per Capita Basis and maintaining the fixed donation structure (with yearly increases) of this agreement. A Per Capita Basis is calculated by dividing the yearly minimum donation provided by TWI by the number of residents in a host municipality. During an amendment negotiation period, the then current agreement will remain in full effect.
4. TWI agrees that the value of the real estate property on which the RMD is located and the personal property of the RMD will be treated as taxable by the Town and TWI shall not challenge the taxability of said property, but reserves any rights it might have under the laws of the Commonwealth as to the valuation of said property. TWI shall not request any tax credits or subsidy from the Town for the development of land or facilities, including but not limited to any request for a real estate tax exemption or abatement as a non-profit corporation. In addition, TWI agrees not to assert or seek exemption from the requirements of the Town's Zoning Bylaw as an agricultural use under the provisions of G.L. c. 40A, §3.
5. TWI commits to support local charities that align with TWI's mission through future donations to such entities. TWI agrees that it will not produce or sell items that have a reasonable resemblance to any product available for consumption as a commercially available candy.

6. TWI will make best efforts to work collaboratively and cooperatively with its neighboring businesses to assist in mitigating any concerns or issues that may arise through its operation of an RMD. TWI agrees to cooperate with the Great Barrington Police Department in its operation of the RMD, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, departmental investigations, and communications with the Department as to any suspicious activity at or in the immediate vicinity of the RMD, and with regard to any procedures for prevention of diversion of marijuana.
7. TWI acknowledges and agrees that the Town is under no obligation to use the donation payments made hereunder in any particular manner, and that the payments shall constitute donations in accordance with G.L. c. 44, §53A.
8. It is expressly understood and agreed by and between the Town and TWI that by accepting such donations noted above, the Town makes no representation or promise that it will act on any license or permit request in any particular way other than by the Town's normal and regular course of conduct and in accordance with the applicable rules and regulations and any statutory guidelines governing such requests.
9. This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This Agreement shall continue in effect for so long as TWI operates a non-profit RMD authorized and registered by the DPH within the Town. TWI shall comply with all state and local laws and regulations applicable to its operations, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the conduct of its operations.
10. This Agreement shall be governed in accordance with the Laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles, and any dispute hereunder shall be submitted to any of its appropriate courts for adjudication. By mutual consent, the parties may agree to submit a dispute to mediation or other dispute resolution procedure.
11. Amendments, or any modification of the terms, conditions, covenants, duties or obligations 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.
12. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction or by the Massachusetts Department of Public Health, such term or condition shall be deemed stricken and, to the extent the purposes of this Agreement may still be achieved, the remainder of the Agreement shall remain in effect. If such purposes may not still be

achieved, this Agreement shall terminate and the parties shall negotiate in good faith to achieve and enter into a new agreement for such purposes.

13. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of each). Neither the Town nor TWI shall assign or transfer any interest in the Agreement without the written consent of the other.
14. If, during the term of this Agreement, it becomes permissible under Massachusetts law for TWI to sell or distribute marijuana at the RMD facility for purposes other than those initially authorized by the DPH certificate of registration, TWI agrees that it shall first obtain the approval of the Town, by its Selectboard, to engage in such additional sales or distribution, and further, the parties shall renegotiate the terms of this Agreement, including (but not limited to) increasing the amount of the donation payments to be made to the Town, in recognition that the additional purposes of the RMD facility may have greater impacts and effects on the Town. In no case shall the annual payments be reduced from the amounts specified in this Agreement.
15. Any notices required or permitted under this Agreement must be made in writing, and must be delivered by hand, overnight delivery service, or certified mail, postage pre-paid (return receipt requested), and will be effective upon receipt for hand or overnight delivery and three days after mailing, to the other Party at the addresses stated above.
16. The Town may terminate this Agreement at any time by providing written notice to TWI.

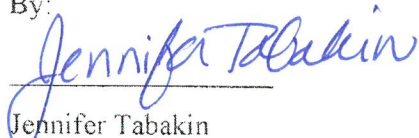
Signature Page Follows

Signature Page of Community Host Benefit Agreement

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

Town of Great Barrington

By:



Jennifer Tabakin
Town Manager

Theory Wellness, Inc.

By:



Nicholas Friedman
President

EXHIBIT C

**GREAT BARRINGTON
AND
COMMUNITY GROWTH PARTNERS GREAT BARRINGTON OPERATIONS LLC**

**HOST COMMUNITY AGREEMENT
FOR MARIJUANA RETAIL SALES**

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 20TH day of March, 2019 by and between Community Growth Partners Great Barrington Operations LLC, a Massachusetts limited liability company and, any successor in interest, with a principal office address of 470 Atlantic Avenue 4th Floor Boston MA 02210 (the "Company"), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the "Town").

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Retail Establishment (the "Establishment") for the retail sale of adult-use marijuana and marijuana products at a facility with 1762 square feet, located at 783 South Main Street, Great Barrington, as shown as Assessor's Map/Parcel 113/025.0-0000-0010.0 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate an Establishment in Town 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 an Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

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 an 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 Facility 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 an annual community impact fee to the Town, in the amount and under the terms provided herein (the "Annual Community Impact Fee").

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana-related product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
2. The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30) and is payable no later than the twentieth (20th) day following the end of the quarter. The Annual Community Impact Fee for the company's first quarter of operation shall be prorated if the company is open for a portion of that quarter. The Annual Community Impact Fee payment shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate a new Annual Community Impact Fee; provided however, that the Annual Community Impact Fee shall not be reduced below the amount set forth above; provided further however, that if the law is amended to allow a community impact fee greater than three percent (3%) of gross revenue, the parties shall negotiate a new Annual Community Impact Fee prior to the respective five (5) year term.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public

health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Legal Fees

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to reimburse the Town for legal expenses associated with the negotiation and execution of this Agreement.

C. 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 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. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, 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 Facility.
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 Facility and/or reviewing the Facility 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 their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount no less than ten thousand dollars (\$10,000), said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the "Annual Charitable/Non-Profit Contribution"). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

The Company shall submit annual financial statements to the Town within thirty (30) days after June 30 of each year, the close of the Town's fiscal year, with a certification of its annual sales. 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 license for the Facility

During the term of this Agreement and for three 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 Annual Payments 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 shall make every effort 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 Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. 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, 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 (Annual Payments) of this Agreement.

5. 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 the Town's Police Department in determining the placement of exterior security cameras.

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 Facility, and with regard to any anti-diversion procedures.

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.

The Company shall promptly report the discovery of the following to Town Police within 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 hours; and any other breach of security.

6. 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 Facility, including, but not limited to any and all concerns or issues raised at the community impact hearing in Town relative to the operation of the Facility; 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.

7. Required Signage

The Company agrees to post clear and visible signage inside the Facility which establishes that adult-use marijuana is not legal in all states and that it may be illegal to transport marijuana or cannabis infused products outside of Massachusetts.

8. Additional Obligations

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

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

9. 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 Town 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 an Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

10. 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 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, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

11. Term

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 Facility in the Town.

12. 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 any of the monies payable under this Agreement, except by and with the written consent of 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. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

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.

13. 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: Town Manager
 334 Main Street
 Great Barrington, MA 01230

To Licensee: Community Growth Partners Great Barrington Operations LLC
 470 Atlantic Avenue, 4th Floor
 Boston, MA 02210

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Signatures

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

21. 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.

22. Nullity

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

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

23. 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 Facility. 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.

24. 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.

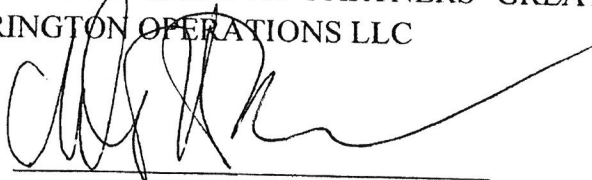
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF GREAT BARRINGTON



Stephen Bannon
Chair, Selectboard,
On behalf of the
Town of Great Barrington

COMMUNITY GROWTH PARTNERS GREAT
BARRINGTON OPERATIONS LLC



Charlotte Hanna
Managing Member
On behalf of
Community Growth Partners Great
Barrington Operations LLC

EXHIBIT D

Susan M. Carmel
Town Accountant

E-mail: scarmel@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF TOWN ACCOUNTANT

August 5, 2022

Brandon Pollock
Chief Executive Officer
Theory Wellness
394 Stockbridge Road
Great Barrington, MA 01230

RE: Costs Imposed to the Town of Great Barrington

Mr. Pollock:

The Town of Great Barrington has reviewed their records covering the period of September 2, 2021 to present date, and have concluded that no significant costs have been imposed on the Town related to the operation of your establishment, Theory Wellness. At this time, we do not foresee or anticipate any expenses resulting from this operation.

If you should need further information, or have any questions, please feel free to contact me at (413)528-1619 ext. 2502 or scarmel@townofgb.org.

Best Regards,

Susan M. Carmel

Susan M. Carmel
Town Accountant

EXHIBIT E

Susan M. Carmel
Town Accountant

E-mail: scarmel@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF TOWN ACCOUNTANT

November 9, 2021

Taylor Haas
Community Growth Partners Great Barrington Operations LLC
dba Rebelle
783 South Main Street
Great Barrington, MA 01230

RE: Costs Imposed to the Town of Great Barrington

Mr. Haas:

The Town of Great Barrington has reviewed their records covering the period of September 2020 to present date, and have concluded that no significant costs have been imposed on the Town related to the operation of your establishment, Community Growth Partners Great Barrington Operations LLC (dba Rebelle). At this time, we do not foresee or anticipate any expenses resulting from this operation.

If you should need further information, or have any questions, please feel free to contact me at (413)528-1619 ext. 6 or scarmel@townofgb.org.

Best Regards,
Susan M. Carmel
Susan M. Carmel
Town Accountant

Mark Pruhenski
Town Manager

E-mail: mpruhenski@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

November 7, 2022

Taylor Haas
Community Growth Partners Great Barrington Operations LLC
d/b/a Rebelle
783 Main Street
Great Barrington, MA 01230

RE: Municipal Costs Incurred Related to CGP Operations, d/b/a Rebelle

Dear Mr. Haas:

The Town of Great Barrington has reviewed our records covering the period of November 2021 to the present date, and we have concluded that no significant direct costs have been incurred by the Town related to the operation of your establishment, Community Growth Partners Great Barrington Operations LLC, d/b/a Rebelle, at 783 Main Street.

Sincerely,

Mark Pruhenski
Town Manager

cc: Town Accountant

EXHIBIT F

E-FILED

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

WORCESTER SUPERIOR COURT
DOCKET NO. 2285CV00406A

CAROLINE'S CANNABIS, LLC,

Plaintiff

v.

STEVE SETTE, TOWN MANAGER, and
THE TOWN OF UXBRIDGE,

Defendants

AGREEMENT FOR JUDGMENT

WHEREAS, the Plaintiff, Caroline's Cannabis, LLC ("Plaintiff" and/or "Caroline's"), instituted the above-captioned action against the Defendants, Steve Sette, in his capacity as Town Manager of the Town of Uxbridge and the Town of Uxbridge (the "Defendants" and/or the "Town"), in Worcester County Superior Court in the matter captioned Caroline's Cannabis, LLC v. Town of Uxbridge, et al., Civil Action No. 2285CV00406 (the "Litigation") alleging, among other things, that community impact fees collected by the Town from Plaintiff pursuant to a certain Host Community Agreement were unlawfully assessed.

WHEREAS, Caroline's and the Town (collectively, the "Parties") wish to resolve all issues and claims concerning the Litigation by entering into this Agreement for Judgment ("Agreement") without resort to further court proceedings; and

WHEREAS, the Parties have read the Agreement and attest that they fully understand and knowingly accept its provisions in their entirety without reservation.

13

Notices Mailed

1/2/24

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows and jointly submit this Agreement for Judgment in this action on the following terms:

1. Judgment shall enter in favor of Caroline's Cannabis, LLC and against the Town in the amount of \$1,171,633.60. No further fees, costs, attorney's fees, or interest shall be due the Plaintiff; insofar as such amounts are automatically assessed pursuant to applicable court rule or rule of civil procedure, Plaintiff waives such amounts and acknowledges that payment by the Town of the sum of \$1,171,633.60 shall be in full satisfaction of this matter.

2. The procedures for payment of the Judgment are contained in a settlement agreement executed between the Parties.

3. This Agreement shall become effective upon execution by all Parties and the Court. All rights of appeal in this action are hereby waived. All Parties shall bear their own costs and attorney's fees.

Dated: December 29, 2023

Respectfully submitted,

The Town of Uxbridge,

By its attorney,

/s/ Alexander Weisheit

A. Alexander Weisheit, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110-1109
aweisheit@k-plaw.com
617.556.0007

Caroline's Cannabis, LLC,

By its attorneys,

/s/ Thomas K. MacMillan

Thomas K. MacMillan, BBO# 312150
MacMillan Law Offices
145 South Main Street
P.O. Box 5279
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CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the within Amended Agreement For Judgment on all counsel of record by electronically sending this document through the court's electronic filing system to all attorneys and other parties who have entered electronic contacts (email addresses) in this case and serving all other parties by mailing a copy of same via U.S.P.S.

Date: December 29, 2023

/s/ Thomas K. MacMillan
Thomas K. MacMillan, Esq.,