

**RENEWAL HOST COMMUNITY AGREEMENT FOR MARIJUANA RETAIL
ESTABLISHMENT BETWEEN CULTIVATE LEICESTER, INC., AND THE CITY
OF FRAMINGHAM, MASSACHUSETTS**

THIS RENEWAL HOST COMMUNITY AGREEMENT ("Agreement") is entered into this 30th day of May 2023 by and between **CULTIVATE LEICESTER, INC.** ("**CULTIVATE**"), a Massachusetts domestic limited liability company with a usual place of business in Framingham at **250 Worcester Road, Framingham, MA 01702** ("**OPERATOR**") and the **CITY OF FRAMINGHAM**, a Massachusetts municipal corporation with a principal address of 150 Concord Street, Framingham, MA 01702 ("**CITY**").

RECITALS

Whereas, OPERATOR is the Lessee of the property at **250 Worcester Road, Framingham, MA 01702 and 2 Pierce Street, Framingham, MA 01702** ("the Premises") owned by **Commercial Framingham Real Estate LLC**, recorded with the Middlesex South District Registry of Deeds at Book 71756, Page 361, which lease is evidenced by two Notices of Lease dated May 23, 2019 and recorded with said Deeds at Book 72664, Page 208 (with respect to 250 Worcester Road) and Book 72664, Page 213 (with respect to 2 Pierce Street);

Whereas, OPERATOR has obtained a license from the Cannabis Control Commission ("Commission") to operate **an adult use, i.e., non-medical, Marijuana Retail Establishment** within the meaning of 935 CMR 500.002, to be co-located with OPERATOR's Medical Marijuana Treatment Center ("MMTC"), also known as a Registered Marijuana Dispensary ("RMD"), to be located at 250 Worcester Road Framingham, MA and to sell marijuana and marijuana products at the Premises in compliance with 935 CMR 500. And M.G.L. c. 94C, § 34.

Whereas, OPERATOR expressly understands and agrees that operation of its MMTC requires licensure by the Cannabis Control Commission, which in turn shall require a separate Host Community Agreement specific to its MMTC. OPERATOR further understands and agrees that it shall be required to apply for a separate Host Community Agreement from the CITY for its MMTC, and that the CITY's execution of this Agreement is not a promise or guarantee by the CITY that OPERATOR shall be invited to negotiate a Host Community Agreement for its MMTC;

Whereas, OPERATOR has warranted and represented, and the CITY's Planning Administrator has verified, that the OPERATOR'S **Marijuana Retail Establishment** is not located within 500 feet, measured in a straight line from the nearest point of the Premises to the nearest point of any pre-existing public or private school providing education in kindergarten or grades 1 through 12;

1. M.G.L. c. 94G § 3(d), as affected by Chapter 55 of the Acts of 2017, as further amended by Chapter 180 of the Acts of 2022 at SECTION 10, provides in part that:

(d)(1) A marijuana establishment or a medical marijuana treatment center seeking a new license or renewal of a license to operate or continue to operate in a municipality that permits such operation shall negotiate and execute a host community agreement with that 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 medical marijuana treatment center.

(2)(i) Notwithstanding any general or special law to the contrary, a host community agreement may include a community impact fee for the host community; provided, however, that no host community agreement shall include a community impact fee after the eighth year of operation of a marijuana establishment or a medical marijuana treatment center. The community impact fee shall: (A) be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center, as documented pursuant to subparagraph (iii); (B) amount to not more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center; (C) not be effective after the marijuana establishment or medical marijuana treatment center's eighth year of operation; (D) commence on the date the marijuana establishment or medical marijuana treatment center is granted a final license by the commission; and (E) not mandate a certain percentage of total or gross sales as the community impact fee.

Whereas, M.G.L. c. 94G, § 12 (h), as affected by Chapter 55 of the Acts of 2017 at SECTION 37 requires that "[e]ach licensee shall file an emergency response plan with the fire department and police department of the host community";

Whereas, OPERATOR and the CITY enter into this Agreement with the intention of being bound by its terms such that this Agreement shall be fully enforceable by a court of competent jurisdiction;

Whereas, OPERATOR and the CITY entered into a Host Community Agreement (the "Prior Agreement") on July 10, 2019, which set forth the terms and conditions of the Company's operation of a Marijuana Retail Establishment;

Whereas, Subsequent to OPERATOR and the CITY entering the Prior Agreement, statutory amendments to M.G.L. c. 94G were enacted, following which the OPERATOR and CITY desire to amend certain provisions of the Prior Agreement, the purpose for which the OPERATOR and CITY are entering this Renewal Agreement; and

Whereas, OPERATOR and the CITY desire to amend and restate the Prior Agreement in its entirety as provided herein, replacing the Prior Agreement with this Agreement in all respects.

NOW THEREFORE, in accordance with M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017, as further amended by Chapter 180 of the Acts of 2022, and the regulations of the Cannabis Control Commission ("COMMISSION") promulgated thereunder as 935 CMR 500.00, and in consideration of the mutual promises herein contained, the OPERATOR and CITY agree as follows:

1. **Compliance.** OPERATOR shall comply with all laws, rules, bylaws or ordinances, regulations and orders applicable to the operation of **an adult use, i.e., non-medical, Marijuana Retail Establishment**, such provisions being incorporated herein by reference, including, but not limited to:
 - a. M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017, as further amended by Chapter 180 of the Acts of 2022 and the regulations of the COMMISSION as the same may be amended from time to time;
 - b. The City of Framingham General Ordinances, Zoning Ordinance, and Board of Health Regulations as the same may be amended from time to time; and
 - c. The Framingham Planning Board Decisions dated December 6, 2018 (as to 250 Worcester Road) [PB 30-18] and dated June 28, 2019 (as to 2 Pierce Street) [PB 18-19] as all of the same may be amended from time to time ("Decisions").

OPERATOR shall be responsible for obtaining from the Commission and the CITY all necessary licenses, permits, and approvals required for the operation of its Marijuana Retail Establishment at the Premises. OPERATOR shall consult with the Board of Health, which shall determine whether OPERATOR has made adequate provision for odor mitigation and waste disposal including the use of an industrial grinder for disposal of waste containing cannabis or cannabis residue, provided such provisions are not considered "Unreasonably Impracticable" as defined in 935 CMR 500.002.

2. **Community Impact Fee.** Effective as of November 11, 2022, in accordance with the City of Framingham's General Ordinances, Article VIII, Section 9.10, OPERATOR shall pay to the CITY an annual community impact fee related to the reasonably related costs imposed on the CITY for OPERATOR'S Marijuana Facility at the Premises which shall be in an amount allowed and for such duration as provided under MGL c. 94G §Section 3(d), as amended by Chapter 180 of the Acts of 2022. Any cost imposed upon the CITY related to OPERATOR'S operation of a Marijuana Facility at the Premises shall be documented by the CITY and transmitted to the OPERATOR within one (1) month after the date of the OPERATOR'S annual renewal of final licensing. The OPERATOR shall provide payment pursuant to paragraph b herein.

- a. OPERATOR understands and agrees that the purpose of the Community Impact Fee is to alleviate the costs of impacts of that are reasonably related to the siting and operating the Marijuana Retail Establishment in the CITY, which may include, but are not limited to, expenditures of CITY funds to:
 - i. promote and maintain a positive perception of the CITY to other residents, visitors and businesses;
 - ii. address impacts on public health and safety, including creation of addiction prevention and education programs;
 - iii. maintain roads and public services;
 - iv. pay for costs and increased costs including overtime, if any, associated with the CITY'S administrative, regulatory, police, fire, legal and inspectional services activities relating to the OPERATOR and the Premises;
 - v. cover legal services and costs of CITY personnel involved in any legal, administrative and/or agency proceedings relating to OPERATOR and the Premises, excepting the CITY's legal services related to the negotiation, drafting and execution of this Agreement.
- b. Payment shall be made as follows, subject to any payment plan negotiated between the CITY's Marijuana Advisory Team and the OPERATOR: within thirty (30) days of OPERATOR's receipt of documentation provided to the OPERATOR within one (1) month after the date of the OPERATOR's annual renewal of final licensing of such reasonably related costs as allowed under M.G.L. c. 94G, §3(d), as affected by Chapter 180 of the Acts of 2022 at SECTION 10, adjusted for any partial year. The community impact fee shall be capped at 3% of gross sales. Notwithstanding the foregoing, nothing herein shall be deemed to restrict OPERATOR from disputing or challenging the City's asserted impact fees, and in the event of same, the parties agree to negotiate in good faith to resolve such dispute.
- c. The Parties further expressly agree that the community impact fee is treated by the CITY as general fund revenue pursuant to M.G.L. c. 44, §53 and is not a donation or grant under M.G.L. c. 44, §53A.
- d. The OPERATOR acknowledges that any mitigation and impact fees which OPERATOR has paid to the CITY to date based upon previous Host Community Agreements entered by the Parties, and prior to executing this Agreement, were lawfully owed and consistent with statutes and regulations applicable thereto at the time payments were made. OPERATOR agrees to waive and release any claims and/or requests for reimbursement of mitigation and/or impact fees previously paid. The parties agree that any current changes to mitigation and impact fees based on Chapter 180 of the Acts of 2022 SECTION 10 are reflected herein, and shall operate prospectively.

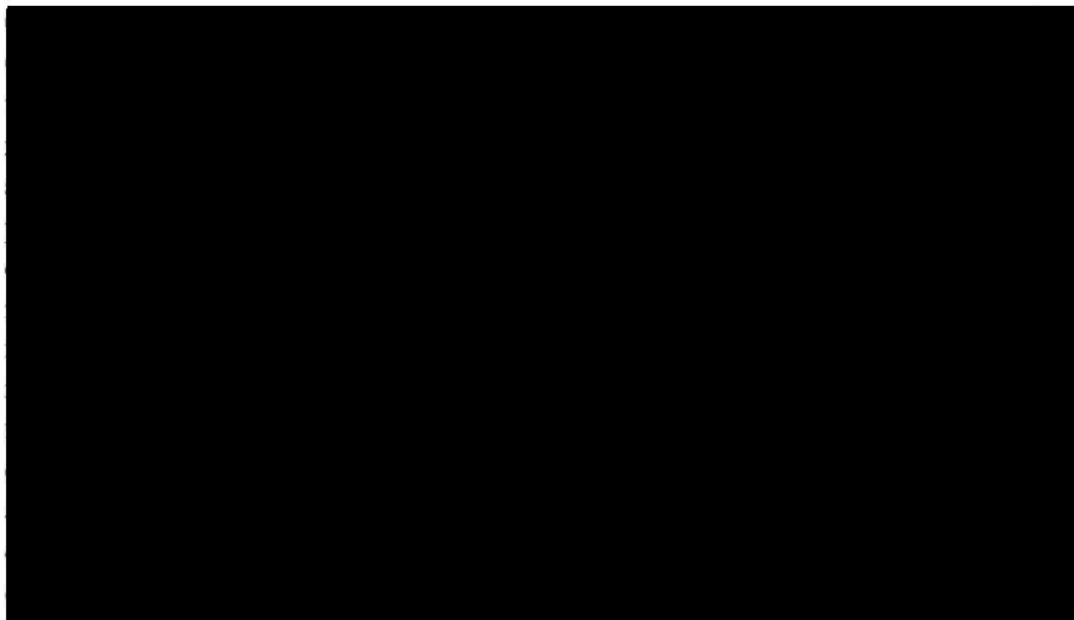
3. **Financial Reporting:** OPERATOR shall furnish the CITY with annual profit and loss statements, in a form and manner as submitted to the Commission, as soon as they become available, reflecting gross sales figures of marijuana at its Marijuana Retail Establishment in Framingham and shall provide the CITY upon request with all copies of its periodic financial filings to agencies of the Commonwealth documenting gross sales and gross annual revenues and copies of its filings to the Commission, Secretary of the Commonwealth's Corporations Division, and the Massachusetts Department of Revenue.

4. **Confidentiality:** To the extent permitted by M.G.L. c. 66, § 10, (the "Public Records Law") any material or information OPERATOR provides to the CITY including certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to OPERATOR, its affiliates and operations (collectively, the "Confidential Information") shall be subject to this Confidentiality provision. The CITY (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or the Public Records Law.

5. **Monitoring and Accounting for Community Impacts.** The OPERATOR may make written request to the CITY for review of the community impact fee. So that the CITY may respond to such request, the OPERATOR agrees that it shall append Police, Fire and Inspectional Services Department incident reports specifically related to the OPERATOR's Marijuana Retail Establishment occurring within a two-mile radius of the Marijuana Retail Establishment and the satellite parking area(s) indicated in paragraph 10 below.

6. **Security.**

a.



[REDACTED]

b. [REDACTED]

7. **Hours of Operation.** OPERATOR may operate during the following hours:

Friday: 10 am – 8 pm
Saturday: 10 am – 8 pm
Sunday: 10 am – 8 pm
Monday: 10 am – 8 pm
Tuesday: 10 am – 8 pm
Wednesday: 10 am – 8 pm
Thursday: 10 am – 8 pm

8. **Public Transit-Discharge and Pickup of Passengers.** OPERATOR shall provide a convenient, safe, and clearly marked area in the parking lot for public transit buses and taxis to discharge and pick up passengers.

9. **No Discharge of Patrons on Public Way-No Loitering.** OPERATOR shall not allow discharge and pick up of passengers within any portion of the adjacent state highway, including the breakdown lane, or other public ways, and that OPERATOR shall erect appropriate signage to notify patients and/or customers, transit, taxi, and other drivers who pick up or discharge passengers at the site of such prohibition. OPERATOR shall not allow patients or patrons to congregate or remain outside of its Marijuana Retail Establishment building or parking lot for more than 15 minutes.

10. **Parking and Traffic Control.** OPERATOR shall employ a parking lot attendant during hours of operation to ensure safe traffic flow to and from the Premises and shall employ professional traffic management during hours of operation, in accordance with the conditions of the Minor Site Plan Approval.

a. Where the OPERATOR's marijuana retail establishment is co-located with its MMTC, MMTC customers shall have 4 designated on-site parking spaces in addition to 2 marked handicapped parking spaces.

- b. Adult use, or non-medical, marijuana customers, other than those using public transit buses and taxis, shall be required to park at OPERATOR'S parking area located at 250 Worcester Road and 2 Pierce Street and the satellite parking areas under the OPERATOR'S control and to use OPERATOR's shuttle bus to and from the Premises. The location of OPERATOR's satellite parking area(s) is/are:

Location of Satellite Parking	Owner of Parking Area	Lease or License Agreement	Number of Parking Spaces	Name of Shuttle Service	Hours of Operation of Shuttle
1 Worcester Road	BRE DDR Shoppers World LLC ("BRE")	License Agreement between BRE and Operator dated January 25, 2019	No limit	LAZ Parking Limited, LLC	15 minutes before opening to 15 minutes after closing

11. **Incorporation of Minor Site Plan Review Conditions by Reference.** OPERATOR acknowledges that compliance with all conditions set forth in the Framingham Planning Board's Minor Site Plan review is a condition of this Host Community Agreement, and that any breach of any condition therein, if not cured within a reasonable time, may result in notice of such breach being sent to the Cannabis Control Commission.
12. **Cooperation.** OPERATOR shall maintain a cooperative relationship with the City's Police and Fire Departments and shall meet with both departments on an as-needed basis as determined by the Police and Fire Departments to review operational concerns, cooperate in investigations, and communicate to Framingham Police Department any suspicious activities on the site.
13. **Hiring Framingham Residents.** OPERATOR shall make a diligent effort to hire local, qualified employees to the extent consistent with law and shall work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Framingham area where possible.
14. **Personal Property and Real Estate Taxes.** OPERATOR hereby represents that all personal property and real estate taxes, and all water charges are paid in full through the current tax period. Further, OPERATOR agrees that at all times during the term of this Agreement, all property, both real and personal, owned or operated by OPERATOR shall be treated as taxable, and that all applicable real estate and personal property taxes for that property shall be paid either directly by OPERATOR or by its landlord.

OPERATOR further agrees that it shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:

- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted,

then OPERATOR shall pay to the CITY an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by OPERATOR under Section 1 of this Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to prevent the OPERATOR from seeking an abatement of taxes under applicable law.

15. **Water and Sewer Metering; Inflow and Infiltration Fee:** OPERATOR shall not commence operations at the Premises until such a time as the City of Framingham has inspected water and sewer services and applicable meters for such service. OPERATOR shall conduct operations on the Premises in compliance with the Department of Public Works' requirements and there shall be no illegal connections and inflow into the City's sewer system is expressly prohibited by the Framingham Wastewater Regulations dated May 2015 ("Regulations"). The OPERATOR agrees to pay an Inflow and Infiltration Fee as required by the Department of Public Works which fee is based on the water usage for the operations. Such fee shall be paid prior to the commencement of operations.

16. **Term, Continued Operation and Extension of Term.** The term of this Agreement is **three (3) years, beginning on January 1, 2023**, terminating on December 31, 2025, unless sooner terminated by:

- a. revocation of OPERATOR's license by the Commission; or
- b. OPERATOR's voluntary or involuntary cessation of operations; or
- c. the CITY's termination of this Agreement for breach of the conditions contained herein that remain uncured 15 days from the date of written notice of such breach.

OPERATOR expressly understands and agrees that its continued operation of its **Marijuana Retail Establishment** (either at the Premises or elsewhere in Framingham if the Marijuana Retail Establishment should relocate) after the end of term of this Agreement, shall require either a renewal of this Agreement upon the same terms (or a new Agreement with new terms) and agrees that the terms of this Agreement shall be extended until such time as a renewal Agreement is entered by the Parties.

17. **Amendment.** This Agreement may be amended by a fully executed mutual written agreement, provided however, that OPERATOR shall have paid all taxes and fees due and payable to the Commission and the CITY as of the date when the OPERATOR executes of such amendment, it being understood that the CITY shall be the final signatory to such amendment.
18. **Bond.** OPERATOR shall provide to the CITY a bond in the sum of Five Thousand and 00/100 (\$5,000.00) to support the orderly dismantling and winding down of the Marijuana Establishment if the OPERATOR should cease operations, i.e., should not transact business for a period greater than 60 days with no substantial action taken to reopen, excluding any period of force majeure or government shutdown. The CITY's requirement for such bond is analogous to that stated in the Commission's Regulations promulgated as 935 CMR 500.105 (16).
19. **Assignment.** OPERATOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
20. **No Rights in Third Parties.** This Agreement is not intended to, nor shall it be construed to, create any rights in third parties.
21. **Notice.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth below or as furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand during normal business hours of the parties, or if so mailed, on the date of delivery to the address of the party.

In case of Notice to the CITY:

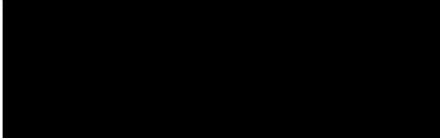
ATTN: Mayor Charlie Sisitsky
150 Concord Street, Room 213
Framingham, MA 01702

With copy to:

ATTN: Audra Shaw, MAT Licensing Coordinator
150 Concord Street, B2
Framingham, MA 01702

Kathryn Fallon, Esq., City Solicitor
150 Concord Street, B2
Framingham, MA 01702

In case of Notice to OPERATOR:

Name: Marcia Maxwell
Title: Senior Director, Government Affairs
Address: 

22. **Emergency Contact.** For situations requiring immediate and/or emergency contact with OPERATOR, the CITY may contact the party set forth below on behalf of OPERATOR. OPERATOR shall notify the CITY's Marijuana Advisory Team in writing of any change to this contact information provided below.

Name: Marcia Maxwell
Phone: 
Email: 

23. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
24. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and OPERATOR submits to the jurisdiction of the Trial Court for Middlesex County for the adjudication of disputes arising out of this Agreement.
25. **Integration.** This Agreement, including all documents incorporated herein by reference, constitute the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

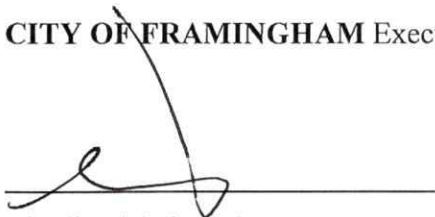
OPERATOR Executed this 25th day of May, 2023



By: Charles Bachell

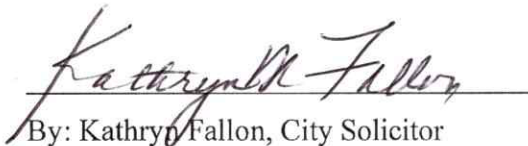
Its duly authorized

CITY OF FRAMINGHAM Executed this 30th day of May, 2023



Charlie Sisitsky, Mayor

APPROVED AS TO FORM



By: Kathryn Fallon, City Solicitor

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