

**PLYMOUTH HOST COMMUNITY  
AGREEMENT**

THIS PLYMOUTH HOST COMMUNITY AGREEMENT (the “**Agreement**”) is made as of **September 1, 2015** (the “**Execution Date**”) by and between Medical Marijuana of Massachusetts, Inc., a Massachusetts non-profit corporation (“**MMM**”) and the Town of Plymouth, Massachusetts (“**Plymouth**”), a municipality in the Commonwealth.

**RECITALS**

- A. MMM has been incorporated under Chapter 180 of the Massachusetts General Laws to provide marijuana for medical use to patients of MMM; and
- B. MMM desires to establish and operate a marijuana for medical use retail dispensary in Plymouth (the “**Dispensary**”) and a marijuana for medical use cultivation facility in Plymouth (the “**Cultivation Facility**”) in compliance with all laws of the Commonwealth of Massachusetts and Plymouth; and
- C. The Department of Public Health (“**DPH**”) has informed MMM that it is being reviewed as a provisional licensee to operate a Registered Marijuana Dispensary (“**RMD**”), and when MMM receives its final Certificate of Registration to operate an RMD from DPH, MMM will have the authority to operate its Dispensary and Cultivation Facility; and
- D. MMM desires to support community initiatives and interests in Plymouth to express its appreciation for the community support it has received to operate an RMD in Plymouth.

ACCORDINGLY, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Host Community Donations. Based on MMM receiving a final Certificate of Registration to operate an RMD in Plymouth, during the Term of this Agreement (as defined in Section 6), MMM shall make the following Host Community Donations to Plymouth as follows:

- 1.1) Cultivation Facility Community Donation. Commencing in calendar year 2016, on or before December 31 of each calendar year, MMM shall donate to Plymouth an amount equal to the total real estate taxes Plymouth assessed against the real and personal property located at 9 Collins Avenue, Plymouth MA 02362 (the “**Property**”) for the prior calendar year. By way of example, in calendar year 2016, on or before December 31, 2016, MMM shall pay Plymouth an amount equal to the total real estate taxes Plymouth assessed against the Property for calendar year 2015.

1.2) Dispensary Community Donation.

- (a) Calendar Year 2016: On or before December 31, 2016, MMM shall donate to Plymouth Twenty Thousand Dollars (\$20,000).
- (b) Calendar Year 2017: On or before December 31, 2017, MMM shall donate to Plymouth Forty Thousand Dollars (\$40,000).
- (c) Calendar Year 2018: On or before December 31, 2018, MMM shall donate to Plymouth One Hundred Thousand Dollars (\$100,000) ("**Escalator Base**").
- (d) Every Calendar Year After 2018: On or before December 31 of each calendar year after 2018, the Dispensary Community Donation will be adjusted annually by the product obtained by multiplying the Escalator Base by three percent (3%), which resulting amount will serve as the Escalator Base for the following calendar year. By way of example, for calendar year 2019, the Dispensary Community Donation owed on or before December 31, 2019 will equal One Hundred Three Thousand Dollars (\$103,000) ( $\$100,000 \times 3\%$ ). For calendar year 2020, the Dispensary Community Donation owed on or before December 31, 2020 will equal One Hundred Six Thousand and Ninety Dollars (\$106,090) ( $\$103,000 \times 3\%$ ).

The Dispensary Community Donation and the Cultivation Facility Donation shall be collectively referred to as the "**Host Community Donations**". The Host Community Donations shall be made payable to Plymouth as directed by the Town Manager of Plymouth. The payment schedule may be adjusted by mutual agreement of the parties based on the opening date of the facilities.

2. Charitable Foundation Donations. MMM intends to create and fund a charitable foundation ("**Foundation**"), the purpose of which will be to support (a) research pertaining to the medical efficacy of medical marijuana, and (b) local community initiatives for Plymouth, Mashpee and a municipality to support a third RMD location to be determined ("**Third RMD Location**"). MMM will donate funds to the Foundation in such amounts as it determines from time to time. The Foundation's Board of Directors shall have the sole power and authority to determine how to allocate the disbursement of the Foundation's funds among research initiatives and community initiatives that the Board of Directors selects. The Foundation's Board of Directors will be comprised of 7 individuals: the Town Manager of Plymouth (or her designee), the Town Manager of Mashpee (or his designee), the Chief Executive (or designee) of the town or city of the Third RMD Location, the Director of Community Outreach: Plymouth, the Director of Community Outreach: Mashpee, the Director of Community Outreach: Third RMD Location, and an individual appointed by MMM. Actions of the Board of Directors will require a vote of the majority of all of the Board of Directors.

3. Preferential Local Treatment. MMM agrees to afford preferential treatment in terms of hiring or engaging individuals who reside in Plymouth or third party vendors who operate a

business in Plymouth ("Plymouth Residents") with respect to providing services to support MMM's Cultivation Facility and the Plymouth Dispensary; provided however, such Plymouth Residents are as qualified to provide such services as non-Plymouth Residents; provided further, that this Section 3 shall not apply to any individual or third party vendor who has been engaged by MMM prior to the Execution Date of this Agreement.

4. Real Estate Taxes. At all times during the Term of this Agreement, MMM agrees that the Property and any other location upon which the RMD is or may be operated by MMM in Plymouth shall be treated as taxable and real estate and personal property taxes for the Property and any other such location of operation of a RMD by MMM shall be paid either directly by MMM or by its landlord, and MMM shall not object to or otherwise challenge the taxability of such real property and shall not seek a non-profit exemption from paying such taxes.

5. Re-Opener. In the event that the Plymouth Town Manager discovers that (1) another municipality in the Commonwealth of Massachusetts ("**Other Municipality**") has entered into a host community agreement with an RMD that contains financial terms that are superior to what MMM agrees to provide Plymouth pursuant to this Agreement (taking into consideration an RMD that generates a similar amount of patient sales as the Dispensary), or (2) the sale of marijuana becomes legalized in the Commonwealth of Massachusetts for recreational sale and use and Plymouth's zoning laws permit MMM to sell marijuana for recreational use at its Plymouth Dispensary location and MMM obtains a special permit, if so required by Plymouth's then current zoning laws, to sell marijuana for recreational use, then the parties shall reopen and negotiate an amendment to this Agreement resulting in financial benefits to Plymouth equivalent or superior.

6. Term and Termination.

(a) The term of this Agreement shall commence on the date DPH issues a final Certificate of Registration to MMM to operate an RMD in Plymouth and shall remain in effect until DPH revokes MMM's Certificate of Registration to operate an RMD in Plymouth, unless sooner terminated pursuant to Section 6(b)- 6(e).

(b) This Agreement shall terminate immediately in the event that Plymouth obtains approval to charge a local excise tax on revenue relating to the sale of marijuana for medical use or recreational marijuana **and** MMM has received an invoice to pay such local excise tax.

(c) MMM may terminate this Agreement immediately upon the cessation of its operations.

(d) Plymouth may terminate this Agreement upon written notice to MMM in the event that MMM violates any state or local law or any term of this Agreement, and MMM cannot take any action within thirty (30) days of such notice to cure such violation to the reasonable satisfaction of Plymouth.

(e) After the seventh (7<sup>th</sup>) year that this Agreement is in effect, this Agreement may be terminated by a supermajority vote of the Board of Selectmen for purposes of renegotiating the terms and conditions of this Agreement.

7. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested. Notice to MMM shall be delivered to the following address: Medical Marijuana of Massachusetts, Inc., Attn: President, 9 Collins Avenue, PO Box 1650, Plymouth MA 02362. Notice to Plymouth shall be delivered to the following address: Melissa Arrighi, Plymouth Town Manager, Plymouth Town Hall, 11 Lincoln Street, Plymouth, MA 02360.
8. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both parties.
9. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
11. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.
12. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.
13. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.
14. Non-Assignment. Neither party may assign this Agreement without the prior written consent of the other party.
15. Counterparts; Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The parties hereto and all third parties may rely upon machine copies of signatures to this Agreement to the same extent as manually signed original signatures.


SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have caused this Plymouth Host Community Agreement to be duly executed as of the Execution Date set forth above.

TOWN OF PLYMOUTH

MEDICAL MARIJUANA OF  
MASSACHUSETTS, INC.

By:   
Name: Melissa Arfighi  
Its: Town Manager

By:   
Name: Jonathan Herlihy  
Its: President

## AMENDMENT TO THE PLYMOUTH HOST COMMUNITY AGREEMENT

This Amendment to the Plymouth Host Community Agreement is entered into this 24th day of April 2018, by and between M3 Ventures, Inc., d/b/a Triple M (formerly known as Medical Marijuana of Massachusetts, Inc.) (“Triple M”), a Massachusetts non-profit corporation and the Town of Plymouth, Massachusetts (“Plymouth”), a municipality in the Commonwealth.

WHEREAS, Triple M and Plymouth have entered into a Plymouth Host Community Agreement dated September 1, 2015 (the “Agreement”); and

WHEREAS, pursuant to Section 5 of the Agreement, upon Triple M’s receipt of a special zoning permit to sell marijuana for recreational use at its facility located at 9 Collins Avenue, Triple M and Plymouth are required to amend the Agreement to provide the Town financial benefits equivalent or superior to what was agreed to in the original Agreement; and

WHEREAS, the law permits Triple M to pay Plymouth a community impact fee equal to three percent (3%) of Triple M’s gross recreational sales of marijuana recreational marijuana sold at its Plymouth recreational dispensary; and

WHEREAS, Triple M and Plymouth desire to amend the Agreement to include such community impact fee as provided herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

1. All references to “Medical Marijuana of Massachusetts” or “MMM” in the Agreement shall be replaced with “Triple M”.
2. Section 1 shall be amended by inserting a new Section 1.3 as follows:

“1.3) Adult Use Marijuana Establishment Community Impact Fee.

- (a) For a five (5) year period, commencing on the first date that Triple M begins to sell recreational marijuana (or adult use marijuana), Triple M shall pay Plymouth a “Community Impact Fee” in an amount equal to three percent (3%) of Triple M’s Plymouth Recreational Dispensary’s gross sales of recreational marijuana and recreational marijuana infused products that are sold during the immediately preceding calendar year pursuant to its license to operate an Adult Use Marijuana Establishment as a Marijuana Retailer (“Recreational Sales”). Triple M shall pay the Community Impact Fee to Plymouth on or before January 31<sup>st</sup> of each year. In the event that M.G.L. c. 94G, as amended by Stat. 2017 c. 55 § 25, is further amended to increase the percentage of Recreational Sales or duration of payments of the Community Impact Fee that may be paid to Plymouth by Triple M, then this Agreement shall be deemed to be automatically amended, without further action of either party, to be increased to such percentage amount and duration.

(b) When Triple M makes its Community Impact Fee to Plymouth, it shall accompany such payment with a print out from its seed-to-sale software program documenting the Recreational Sales and a certification from its Chief Operating Officer as to the accuracy and veracity of such Recreational Sales. Triple M shall maintain its books, financial records, and other compilations of data pertaining to the Recreational Sales in accordance with standard accounting practices and any applicable regulations or guidelines of the Cannabis Control Commission. All such records pertaining to the Recreational Sales shall be kept for a period of at least seven (7) years. During the term of this Agreement and for three (3) years following termination of this Agreement, Plymouth shall have the right to examine, audit and copy (at its sole cost and expense), those parts of Triple M's books and financial records which relate to the determination of the Community Impact Fee. Such examinations may be made upon not less than thirty (30) days prior written notice from Plymouth and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. Plymouth's examination, copying or audit of such records shall be conducted in such manner as not to interfere with Triple M's normal business activities."

3. A new Section 16 shall be inserted in the Agreement to read as follows:

"Compliance with Law. Triple M agrees to comply with all laws, rules, regulations and orders applicable to its operation of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment."

4. All other terms and conditions of the Agreement shall remain in full force and effect.

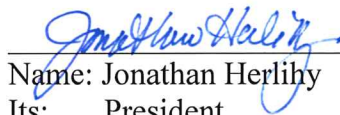
IN WITNESS WHEREOF, the parties have executed this Amendment to the Plymouth Host Community Agreement as of the date first written above.

TOWN OF PLYMOUTH

M3 VENTURES, d/b/a Triple M



Name: Melissa Arrighi  
Its: Town Manager



Name: Jonathan Herlihy  
Its: President

4/24/19