

HOST COMMUNITY AGREEMENT
BETWEEN
TOWN OF PLYMOUTH, MASSACHUSETTS
AND
PLYMOUTH ARMOR GROUP

This Host Community Agreement ("HCA") is made this th 27 day of August, 2019 by and between the Town of Plymouth, a Massachusetts Municipal Corporation with an address of 26 Court St, Plymouth, MA 02360, acting by and through the Board of Selectman ("Town") and Atlas Marketplace and Delivery LLC d/b/a Plymouth Armor Group, a Massachusetts corporation with an address of 14 Apollo 11 Road, Unit 2, Plymouth, MA 02360, ("PAG"). The Town and PAG collectively referred to as the "Parties."

WHEREAS, PAG intends to lease the real property located at 14 Apollo 11 Road, Unit 2, Plymouth, MA (the "Premises") for the purpose of operating a third-party transport operation, which Premises is zoned for such use subject to the special permit issued by the Plymouth Zoning Board of Appeals; and

WHEREAS, PAG has begun the process of submitting applications for licensure as a marijuana transporter with the Board of Selectmen pursuant to General Bylaws, Chapter 115; and

WHEREAS, PAG has begun the process of submitting applications to the Massachusetts Cannabis Control Commission (the "Commission") for licenses to operate a third-party marijuana transportation company; and

WHEREAS, the Parties intend by this HCA to satisfy the provisions of G.L. c.94G, sec. 3(d), applicable to a third-party marijuana transport operation, such activities to be undertaken 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 Parties agree as follows:

1. The terms of the Host Agreement shall be in place for one-year from the date of signature below and shall be renewed with 30 days' notice to the Plymouth Select Board.
2. PAG shall make an annual community impact payment, pursuant to G.L. c.94G, section 3, to the Town in the amount of \$10,000.00. The community impact payment shall commence by PAG to the Town no later than six (6) months following final licensure by the Commission, and thereafter shall be provided by January 1st of each year with a 5% escalator applied.
3. PAG shall give hiring preference to residents of the Town of Plymouth who otherwise meet the qualifications for employment at the Premises.



4. PAG shall continue coordinate with the Plymouth Police Department in the development and implementation of security measures, as required by the applicable laws, regulations, bylaws, including, but not limited to, periodic meetings to review operational concerns and communication to the Plymouth Police Department of any suspicious activities on the site.
5. PAG will fund an existing Town approved charitable foundation ("Foundation"), the purpose of which will support local community initiatives for the Town. PAG shall make an annual donation in the amount of \$5,000 to the Foundation, with the donation commencing on or before April 1, 2020. The Board of Selectmen shall have sole power and authority to determine what charitable Foundation shall receive the PAG funds.
6. Amendments to the terms of this HCA may be made only by written agreement of the Parties.
7. This HCA is binding upon the parties hereto, their successors, assigns and legal representatives. Neither Town nor PAG shall assign or transfer any interest in the HCA without the consent of the other, such consent not to be unreasonably withheld.
8. Any and all notices, or other communications required or permitted under the HCA, shall be in writing and delivered by hand or mail, postage prepaid, return receipt requested or certified mail or other reputable delivery service that requires a receipt of delivery, to the Parties at the address set forth in Paragraph 1 or 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 delivered by hand, if so mailed, when received party stated on the return receipt requested or, is sent by private overnight or other delivery service, when receipt provided by said service show proof of delivery.
9. If any terms of conditions of this HCA 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 the HCA shall not be deemed affected thereby unless one or both parties would substantially or materially prejudiced.
10. This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
11. Re-Opener Clause - In the event that another municipality in the Commonwealth of Massachusetts ("Other Municipality") has entered into a host community agreement with Plymouth Armor Group that contains financial terms that are superior to what PAG agreed to provide Plymouth pursuant to this Agreement, then the parties shall reopen and negotiate an amendment to this Agreement resulting in financial benefits to Plymouth equivalent or superior to those provided to the Other Municipality.
12. This HCA, including all documents incorporated herein by reference, constitutes the entire integrated agreement between PAG and the Town with respect to the matters described herein. This HCA supersedes all prior agreements, negotiations, and representations, either written or oral.



