

## **HOST COMMUNITY AGREEMENT AMENDMENT I**

Between  
**Town of Littleton, Massachusetts**  
And  
**MRM Industries, LLC**

THIS AMENDMENT ("Amendment") is entered into this    day of March 27, 2023 by and between by and between the Town of Littleton, acting by and through its Select Board, with a principal address of 37 Shattuck Street, Littleton, MA 01460 (the "Town") and MRM Industries LLC, a Massachusetts limited liability company with a principal office address of 160 Ayer Road, Units 1 and 2, Littleton MA 01460 (the "Company"). The Town and the Company are hereinafter collectively referred to hereafter as the "Parties".

WHEREAS, the Parties executed a Host Community Agreement on July 12, 2022 (the "HCA") pertaining to the Company's desire to locate an Adult Use Marijuana Establishment for the manufacturing of marijuana and marijuana products within the building at 160 Ayer Road, Units 1 and 2, Littleton, MA 01460, comprising approximately 6,366 ± square feet (the "Facility") in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 *et seq.*, and such approvals as may be issued by the Town of Littleton in accordance with its Zoning Bylaw and other applicable local bylaws and regulations, a copy of which is attached as Exhibit A; and

WHEREAS, the Parties seek to amend certain terms of the HCA;

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, §3(d), applicable to the operation of the Facility, 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 Parties agree as follows:

I. Section 1 of the HCA, Community Impact Fee, is amended to read as follows:

1. **Community Impact Fee**

The Town may incur additional expenses and impacts on the Town of Littleton's road and other infrastructure system, law enforcement, fire protection services, and inspectional 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 when requested in writing by the Select Board, provided, however, such request and payment shall comply with the following terms and conditions:

- a. Annually, within 30 days of the date of the annual renewal of a final license to operate the Facility, the Select Board may assess a Community Impact Fee upon

the Company by sending a written invoice to the Company. The Community Impact Fee shall reasonably relate to all costs imposed upon the Town by the operation of the Facility in the prior year. Along with the invoice, the Town shall provide documentation required pursuant to G.L. c.94G, §3(d)(2)(iii).

- b. The amount of the Community Impact Fee shall not exceed three (3) per cent of the gross sales at the Facility pursuant to its Product Manufacturing License. If the Community Impact Fee assessed an invoice exceeds said three (3) per cent of gross sales for the year in which the Community Impact Fee relates, the Company shall submit financial statements documenting its gross sales for the period in question to the Town within 30 days of receipt of the invoice as provided in Section 3.a of this Agreement. The Town shall reduce the Community Impact Fee to an amount not to exceed three (3) per cent of the gross sales at the Facility for the year in question and provide a revised invoice to the Company.
- c. Objections to documented costs submitted by the Town, including objections as to whether any estimates or other assertions of costs are reasonably related to costs imposed upon the Town, must be provided in writing, within 30 days of receipt of the invoice and documented costs, or said objections shall be waived by the Company.
- d. Payment of the annual Community Impact Fee shall be made within 45 days of receipt of the invoice or revised invoice, where applicable.
- e. In no case shall the first Community Impact Fee payment occur sooner than the first annual renewal by the Cannabis Control Commission of a final license to operate the Facility.

- II. Section 2.c of the HCA, Other Costs, is stricken in its entirety;
- III. Section 2.d of the HCA, Late Payment Penalty, is stricken in its entirety;
- IV. Section 3 of the HCA, Reporting for Community Impact Fee, is amended to read as follows:

3. **Accounting Obligations:**

- a. Community Impact Fee. Where financial reports are required under Section 1.b of this Agreement, the Company shall submit financial statements to the Town of Littleton with a statement from the Company that the financial statements provided are a true and accurate report of its sales. If the Town disputes the amounts submitted in said financial statements, 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. Such examination shall be made not less than thirty (30) calendar days following written notice from the Town of Littleton 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.

- b. General Bookkeeping Obligations. 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.

V. Section 11 of the HCA, Term, is amended to read as follows:

11. Term

- a. This Agreement shall take effect on May 4, 2020 and shall be effective until:
  - (1) May 4, 2028,
  - (2) Lapse of any special permit issue by the Planning Board for the Facility pursuant to Section 173-7 of the Town of Littleton's Zoning Bylaw and G.L. c.40A, §9,
  - (3) The permanent cessation of operations at the Facility,
  - (4) Loss or revocation of the Facility's license as provided in Section 11.b of this Agreement, or
  - (5) Termination by the Select Board as provided in Section 11.c of this Agreement,

whichever of the above is earlier. Notwithstanding the foregoing, the Town shall retain the right to enforce the terms of this Agreement up to and through the date that it receives the final payments required pursuant to Section 1 above. The Parties shall negotiate in good faith to enter into a successor Host Community Agreement at or prior to May 4, 2028.

- b. In the event that the Company no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void; provided, however, the Company will be responsible for any payment required in Section 1 above. The Company shall provide written notice to the Town Administrator of the date it intends to commence sales at least thirty (30) days prior to such date.
- c. Upon written notice, the Town may terminate this Agreement if the

Company fails to pay any fee required pursuant to Section 1 within 90 days of receipt of the invoice, provided, however, the Company will be responsible for any payment required in Section 1 above.

- VI. This Amendment 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.

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

Town of Littleton Select Board

Matthew Nordhaus, Chair

Gary C Wilson, Vice Chair

Charles DeCoste, Clerk

Mark Rambacher

Cynthia Napoli

MRM Industries, LLC

Masood Shaikh, Manager