

Town of Littleton AND
Community Care Collective

HOST COMMUNITY AGREEMENT
AMENDMENT

Retail Facility

THIS AMENDMENT (“Amendment”) is entered into this 27th day of March, 2023 by and between Community Care Collective, Inc., a Massachusetts corporation with a principal office address of 37 Spartan Arrow Road, Littleton MA, and any successors in interest authorized as provided for below (the “Company”) and the Town of Littleton, a Massachusetts municipal corporation with a principal address of 37 Shattuck Street, Littleton (the “Town”) acting by and through its Select Board in reliance upon all of the representations made herein (the Company and the Town hereinafter collectively referred to as the “Parties”).

WHEREAS, the Parties executed a Host Community Agreement on March 17, 2021 (the “HCA”) pertaining to the Company’s desire to locate an Adult Use Marijuana Establishment for the retail sale of marijuana in a 5,250 square foot space, within the building located at 537 Great Road, Littleton, MA, shown on Assessor Map R-18, Parcel 14-9 (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 bylaw and other applicable local 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, Section 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 3.A of the HCA, Community Impact Fee, is amended to read as follows:

A. 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:

1. 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).

2. The amount of the Community Impact Fee shall not exceed three (3) per cent of the gross sales at the Facility pursuant to its Adult Use Marijuana Retailer License. If the Community Impact Fee assessed 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. 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.
3. Objections to documented costs submitted by the Town, including to objections as 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.
4. Payment of the undisputed portion of the Town's asserted annual Community Impact Fee shall be made within 45 days of receipt of the invoice or revised invoice, where applicable.
5. 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 3.B.3 of the HCA, Other Costs, is stricken in its entirety;

III. Section 3.B.4 of the HCA, Late Payment Penalty, is stricken in its entirety;

IV. Section 3.C of the HCA, Annual Reporting for Host Community Impact Fees and Benefit Payments, is stricken in its entirety;

V. Section 12 of the HCA, Term, is revised to read as follows:

- a. This Agreement shall take effect on March 6, 2022 and shall be effective until:
 - (1) Until March 6, 2030,
 - (2) The permanent cessation of operations at the Facility,
 - (3) Loss or revocation of the Facility's license as provided in Section 11.b of this Agreement, or
 - (4) 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 3 above. The Parties shall negotiate in good faith to enter into a successor Host Community Agreement at or prior to eight (8) years from the date of

operation of the Facility.

- 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 undisputed payment required in Section 3 and any disputed portion of any invoice provided under Section 3 if a court of law determines such invoice to be a proper charge under G.L. c.94G. 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 the undisputed portion of any invoice required pursuant to Section 3 within 90 days of receipt of the invoice, provided, however, the Company will be responsible for any undisputed portion of any invoice required in Section 3 and any disputed portion of any invoice provided under Section 3 if a court of law determines such invoice to be a proper charge under G.L. c.94G.

VI. The contact information provided in Section 14 of the HCA, Notices, is revised as follows:

To Town of Littleton: Town Administrator
Select Board
Littleton Town Hall
37 Shattuck Street
Littleton, MA 01460

Copy to: Miyares and Harrington LLP
Ivria Glass Fried, Esq.
40 Grove Street, Suite 190
Wellesley, Ma 02482

To Company: Community Care Collective
David Giannetta
37 Spartan Arrow Road
Littleton, MA 01460

Copy to: Vincente Sederberg
Phillip C. Silverman
800 Boylston Street, 26th Floor
Boston, MA 02199

VII. 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

Community Care Collective, Inc.

David Giannetta
Chief Executive Officer