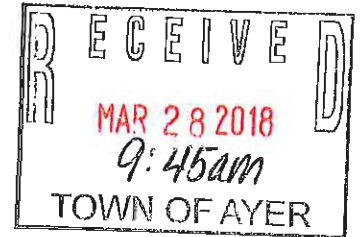


Host Community Agreement
Between
Town of Ayer, Massachusetts
and
CENTRAL AVE COMPASSIONATE CARE, INC.



This Host Community Agreement ("HCA") is made by and between the Town of Ayer, a Massachusetts municipal corporation with an address of One Main Street, Ayer, MA 01432, acting by and through its Board of Selectmen ("Town"), and Central Ave Compassionate Care, Inc., a Massachusetts corporation with a principal place of business of 31 Central Avenue, Ayer, MA 01432 ("Operator"). The Town and Central Ave. Compassionate Care collectively are referred to as the "Parties."

WHEREAS, Operator is a medical marijuana treatment center, which is engaged in the cultivation, manufacture and sale of marijuana and marijuana products, and which has been permitted and licensed to do so by the Commonwealth of Massachusetts before July 1, 2017;

WHEREAS, Operator intends to utilize commercial space located at 38 Littleton Road, Ayer, MA (the "Premises") or at 31 Central Avenue for the purposes of operating as a marijuana retailer pursuant to G. L. c. 94G;

WHEREAS, Operator intends to utilize commercial space located at 38 Littleton Road, Ayer, MA (the "Premises") and at 31 Central Avenue for the purposes of operating as a marijuana product manufacturer pursuant to G. L. c. 94G;

WHEREAS, Operator intends to utilize commercial space located at 31 Central Avenue for the purposes of operating as a marijuana cultivator pursuant to G. L. c. 94G;

WHEREAS, this HCA shall constitute the stipulations of responsibilities between the Town as host community and Operator pursuant to G. L. c. 94G, § 3 for the Premises;

WHEREAS, the parties desire that the Operator continue its operations, with the TOWN being its host community and, in accordance with M.G.L. c. 94G § 3(d), wish to set forth the conditions and stipulations of responsibilities of such an operation;

WHEREAS, the Town will place an article on the Annual Town Meeting Warrant, held on May 14, 2018, to accept the provisions G.L. c. 64N, sec. 3 to impose a local sales tax upon the sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the Town to anyone other than a marijuana establishment at a rate of three percent (3%) of the total sales price received by the marijuana retailer as consideration for the sale of marijuana or marijuana products;

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. Operator shall continue to fund fully the Town's Ayer Youth Works Program on a yearly basis for so long as this Agreement shall remain in effect. Said funding is projected in the year 2018 to be a contribution of approximately Thirty Thousand Dollars (\$30,000.00).
2. Operator shall continue to fund additional charities for the benefit of the TOWN and surrounding communities in an amount not less than Twenty-Five Hundred Dollars (\$2,500.00) a year for so long as this Agreement shall remain in effect.
3. Operator shall annually contribute to fund the DARE program for the Ayer Shirley Regional School District in an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500).
4. Operator shall annually contribute to the SAFE (Student Awareness of Fire Safety Education) program in consultation with the Chief of the Ayer Fire Department in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500).
5. Operator shall fund the material and installation costs of "Welcome to Ayer" sign in the general vicinity of the Ayer Rotary in consultation with Town officials; a onetime payment not to exceed Twelve Thousand Dollars (\$12,000). Construction of the sign should be credited as follows: *"Funds for this sign provided by revenue generated by the legalization of cannabis"* to be inscribed on the back of sign.
6. Operator and Town shall collaborate to develop the Devenscrest Emergency Housing Rehabilitation Program to be administered by the Ayer Community Development Program; target implementation date of March 2019.
7. Operator shall endeavor to give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Premises.
8. Operator shall coordinate with the Ayer Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Ayer Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Ayer Police Department of any suspicious activities on the site.
9. This HCA is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor Operator shall assign or transfer any interest in the Agreement without the written consent of the other, which consent cannot be unreasonably withheld.
10. Any and all notices, or other communications required or permitted under this HCA, 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 on Page 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 so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

11. Operator shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

Notwithstanding the above, the parties acknowledge and understand that the business to be carried out on the property of 38 Littleton Road, Ayer, MA and 31 Central Avenue, Ayer, MA shall be in the nature of a Medical Marijuana Dispensary, pursuant to Chapter 369 of the Acts of 2012 and 105 C.M.R. 725.000, and/or a Marijuana Establishment, pursuant to Mass G. L. c. 94G. To the extent federal impediments arise solely by virtue of the operation of these businesses, the parties agree the operator shall not be considered in violation of this Agreement.

12. Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of Operator's breach of this Agreement or the negligence or misconduct of Operator, or Operator's agents or employees.
13. If any term or condition 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 this HCA shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
14. This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
15. This Agreement shall be in effect upon the date of execution as indicated below and shall remain in effect for a period of five (5) years thereafter. Both parties agree to meet annually during said five (5) year period to review the terms and provisions of this Agreement. Any amendments to this Agreement shall be subject to written agreement by both parties hereto. It is the intent of both parties that they will enter into subsequent 5 year agreements, following the expiration of this agreement.
16. The Town shall work cooperatively and in good faith with the Operator to assist and respond in a timely manner to requests and requirements of the Commonwealth during the application, certification and review processes required under Mass. G.L. c. 94G, Chapter 369 of the Acts of 2012, and the regulations promulgated respectively thereunder. The Town shall provide signed documentation as reasonably requested by the Operator, including but not limited to verification of this Host Community Agreement. The Town shall otherwise work promptly and efficiently to facilitate the planning,

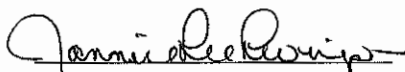
permitting, preparation opening and continued operation of the Operator's facilities, provided that nothing herein shall require the Town to waive any review and approval rights set forth in applicable statutes, regulations and bylaws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27th day of March 2018.

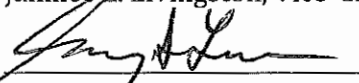
TOWN OF AYER
BOARD OF SELECTMEN



Christopher R. Hillman, Chair

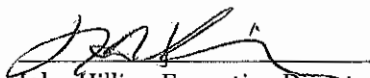


Jannice L. Livingston, Vice-Chair



Gary J. Luca, Clerk

OPERATOR



John Hillier, Executive Director