

Green Earth Cannabis, Inc.
10 Tarkin Hill Ln
Bridgewater, MA 02324
Tel# (781) 243-1701 Email: john@greenearthma.com

November 25, 2020

Charlie Seelig
Town of Halifax Administrator
Town of Halifax MA
499 Plymouth St
Halifax, MA 02338

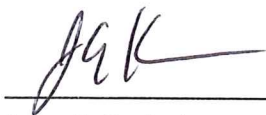
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HALIFAX TOWN CLERK

Dear Charlie,

Green Earth Cannabis Inc. is submitting a Host Community Agreement for the purpose of operating an Adult use Marijuana Establishment for retail sales of Cannabis and or Marijuana Products located at 657 Monponsett Street. Green Earth Cannabis is requesting a meeting with the Board of Selectman to discuss the attached proposed Host Community Agreement. Please feel free to reach out to me any questions or concerns regarding the Host Community Agreement prior to the meeting.

We are looking forward to the opportunity to meet with the board to discuss the details of the Host Community Agreement. Please contact me at the number above or via email at your earliest convenience to setup a time and date.

Sincerely,



John E. Kudryk
President
Green Earth Cannabis, Inc.

cc: cseelig@town.halifax.ma.us

Host Community Agreement
Between
Town of Halifax, Massachusetts
and
Green Earth Cannabis, Inc.

This Host Community Agreement (“HCA”), dated _____, 2020, is made by and between the Town of Halifax, a Massachusetts municipal corporation with an address of 499 Plymouth Street, Halifax, MA 02338 (the “Town”), and Green Earth Cannabis, Inc., a Massachusetts Corporation with a principal place of business of 10 Tarkin Hill Lane, Bridgewater, MA 02324 (“Green Earth Cannabis”). The Town and Green Earth Cannabis collectively are referred to as the “Parties.” All capitalized terms not otherwise defined herein shall have the meanings ascribed to them by M.G.L. Ch. 94G and 935 C.M.R. 500.000.

WHEREAS, Green Earth Cannabis intends to remodel a unit totaling approximately 1,881 square feet located at 657 Monponsett Street in the Town of Halifax, as shown on the plan attached hereto as Exhibit A (the “Premises”) to operate a Marijuana Establishment for retail sales of Cannabis or Marijuana Products and Accessories (the “Facility”);

WHEREAS, Green Earth Cannabis intends to submit an application to the Cannabis Control Commission (the “Commission”) for licensure as a Marijuana Establishment (the “Application”); and

WHEREAS, as part of the Application, the Parties must certify that they have executed a Host Community agreement that sets forth the conditions to have the Marijuana Establishment located in the Town, including stipulations of responsibilities of the Parties;

NOW THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1. Term

This HCA shall be effective as of date first set forth above and shall continue for as long as the Facility is operated at the Premises.

2. Support

Green Earth Cannabis will provide the Town with a copy of the Host Community Agreement Certification. Within fourteen (14) business days of receipt of the Host Community Agreement Certification, the Town will execute and return the Agreement to Green Earth Cannabis. Within fourteen (14) business day of receipt of notice from the Commission that Green Earth Cannabis has submitted a complete application, the Town shall submit to the Commission, or other such licensing authority as required by law or regulation, certification of compliance with applicable local bylaws and ordinances relating to Green Earth Cannabis’s applications for licensure and/or operation where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request including but not limited to special permit or other zoning applications submitted by Green Earth Cannabis in any particular way other than in accordance with the Town’s governing laws. The Town shall timely provide to Green Earth Cannabis, the Commission, or other such licensing authority, any other information, documents, and/or certifications that are required by law for Green Earth Cannabis to obtain a state license to Marijuana Retailer license to operate the Facility in Halifax.

3. Community Impact Fees

The Town anticipates that it will incur costs imposed by the operation of the Facility, including without limitation costs related to law enforcement, fire protection services, road and other infrastructure systems, and municipal administration. The Town shall document these costs in accordance with M.G.L. 94G § 3(d). Green Earth Cannabis shall pay community impact fees ("CIF") reasonably related to these costs as follows:

- a. On a monthly basis, Green Earth Cannabis shall pay to the Town CIF in the amount of 3% of gross revenues from the sale of Marijuana or Marijuana Products at the Facility. CIF payments shall be made within fifteen (15) business days of the end each month.
- b. The gross revenues shall be determined from the seed to sale records as reported to the state's seed to sale tracking system, Metrc. A summary of such report shall be provided to the Town with each monthly CIF payment; the complete reports shall be made available to the Town on request.
- c. The CIF payments shall terminate after five years. As permitted by applicable law, the Parties may amend this HCA to continue CIF payments after the initial 5-year period.

3. Security

Green Earth Cannabis shall observe the high security practices and standards required under state law for monitoring the Premises and safeguarding the Premises from break-in and other intrusion and theft of its inventory. Green Earth Cannabis shall work with the Halifax Police Department in determining additional security measures taken on and about the Premises and Facility as necessary, including but not limited to a traffic management plan, the location of exterior security cameras to provide unobstructed surveillance of the entire Premises and Facility, identification of dispensary agents and other employees, and after hours contact information. Green Earth Cannabis shall maintain a cooperative relationship with the Halifax Police Department to ensure the Premises is safeguarded, including but not limited to reporting to the Halifax Police Department of any suspicious activities on the Premises, cooperation in investigations, and periodic meetings to review concerns of the Parties, the Halifax Police Department, and the public.

4. Community Concerns

Green Earth Cannabis shall work collaboratively and cooperatively with the Town and property owners within the Town located within 300 feet of the Premises ("Adjacent Property Owners") to address and mitigate any reasonable concern or issue related to the operation of the Facility, including, but not limited to, noise, light, and visual impacts ("Negative Impact"). In the event the Town receives three or more complaints from an Adjacent Property Owner within a two-week period with respect to substantially the same type of Negative Impact emanating from the Premises, then the Parties shall make good faith efforts to resolve the complaints as follows:

- i. The Town may, in its discretion, choose to investigate the complaints of Adjacent Property Owners, which may include evaluation of the complaint from the adjacent property of the complainants, and on-site inspection of the entire Premises, including the Facility. Inspection of complaints may be conducted by the Town's building inspector, health agent, police chief, and/or fire chief, or their designees, to evaluate the nature and scope of the complaint, document the conditions giving rise to the complaints, and investigate the Negative Impact on adjacent properties. In the event the Town chooses to conduct an on-site

investigation of the Premises in connection with complaints from Adjacent Property Owners, the Town shall provide Green Earth Cannabis with 24 hours' advance notice of the time of inspection, and Green Earth Cannabis shall cooperate in the investigation and provide an authorized agent to accompany Town personnel conducting the investigation. The inspecting officials shall prepare a written inspection report.

- ii. Following the completion of a written inspection report, the Town administrator may convene a meeting of Town officials/staff to review the inspection report, and meet with Green Earth Cannabis to determine whether any measures may be implemented to address the complaints. The Town may undertake further inspections and require that independent measurements of light or noise be taken. The Town and Green Earth Cannabis shall discuss various mitigation measures to be taken by Green Earth Cannabis, including the following:
 - a. Implementation of light or noise control processes or technologies reasonably calculated to address the specific nature of the complaints; and,
 - b. Any other mitigation measures, as deemed appropriate.
- iii. In the event Green Earth Cannabis and the Town cannot reach an agreement as to the mitigation measures to be undertaken by Green Earth Cannabis, Green Earth Cannabis may request that the Town engage an independent third-party mediator to assist in facilitating an agreed-upon resolution, the cost of which shall be borne by Green Earth Cannabis. The Town and Green Earth Cannabis shall agree on a third-party mediator prior to any meeting with the mediator, and any final mitigation agreement shall be subject to approval of the Board of Selectmen.

5. Local Employment

Green Earth Cannabis shall make employment opportunities created at the Facility available to Halifax residents. Residency shall be one of several positive factors in hiring decisions at the Facility but shall not be determinative and shall not prevent Green Earth Cannabis from hiring the most qualified candidates and otherwise complying with all applicable anti-discrimination and employment laws.

6. Dispute Resolution

Any dispute between the Parties arising out of or relating to this HCA shall be resolved in accordance with this paragraph. Either Party may give written notice of a dispute arising out of or related to this HCA the other Party in person or by certified mail, return receipt requested. The Parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the noticed Party. If the dispute has not been resolved within thirty (30) days, either Party may serve written notice on the other Party of a request for mediation. The mediation shall be conducted in Massachusetts by a mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation. The Parties shall share the cost of the mediator, but each shall bear its own costs related to mediation.

If the Parties are unable to resolve the dispute through mediation, then the dispute shall be submitted to and shall be determined by binding arbitration administered by the American Arbitration Association and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date demand for arbitration is made. The

place of arbitration shall be Halifax, Massachusetts unless otherwise agreed by the Parties. There shall be a single arbitrator appointed by mutual agreement of the Parties. If the Parties are unable to agree upon the appointment of an arbitrator within fourteen days of delivery of a demand for arbitration by claimant to the respondent, then the American Arbitration Association shall appoint the arbitrator in accordance with the aforementioned rules. The decision of the arbitrator shall be final and binding on the Parties, and not subject to appeal. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The costs and expenses of any arbitrator shall be borne fifty percent (50%) by Green Earth Cannabis and fifty percent (50%) by the Town, provided that such arbitrator, as part of his/her decision, may award costs (including attorneys' fees) to the prevailing party if such arbitrator believes that a party has not brought or prosecuted such a claim in good faith.

7. Miscellaneous

This HCA contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this HCA.

Nothing in this HCA shall be construed to create a joint venture between the Parties or to create any third party beneficiary rights.

This HCA may not be assigned without prior written consent of the other party, which consent shall not be unreasonably withheld.

This HCA shall be interpreted, governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles.

The headings and subheadings of the sections and paragraphs of this HCA are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the HCAs, terms, covenants and conditions of this HCA in any manner.

If any provision(s) of this HCA is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this HCA so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this HCA shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law.

This HCA may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

Each Party represents that its signatories to this HCA are duly authorized by that Party to execute this HCA and in so doing to bind that Party to its terms.

In witness whereof, the Parties have set their hands as of date first above written.

TOWN OF HALIFAX
By a majority of its Board of Selectmen

GREEN EARTH CANNABIS, INC.

Thomas Millias, Chair

John E. Kudryk, President

Gordon C. Andrews, Vice Chair

Troy E. Garron, Clerk

Host Community Agreement
Between Town of Halifax, Massachusetts and Green Earth Cannabis, Inc.

EXHIBIT A

