

## COMMUNITY BENEFIT AGREEMENT

THIS AGREEMENT is entered into this 4<sup>th</sup> day of December 2018 by and between a Curaleaf Massachusetts Inc., a Massachusetts registered marijuana dispensary with a principal office of 2001 Washington St., Unit B, Hanover, MA 02339 ("Curaleaf MA") and the Town of Ware, a Massachusetts municipal corporation with a principal address of 126 Main Street, Ware MA 01082 ("the Town").

WHEREAS, Curaleaf MA wishes to become a Marijuana Retailer in the Town in accordance with regulations issued by the Commonwealth of Massachusetts' Cannabis Control Commission (CCC); and

WHEREAS, Curaleaf MA intends to provide certain benefits to the Town in the event that it is licensed to operate an Adult-Use Retail (brick & mortar) establishment and receives all local approvals;

NOW THEREFOR, in consideration of the provisions of this Agreement, Curaleaf MA and the Town agree as follows:

### A. Term

This Agreement shall take effect on the date set forth above and shall continue in effect for 5 years.

### B. Community Impact Fee

1. Curaleaf MA shall pay to the Town annually a sum equal to 3.0% of the total gross annual sales of the Ware marijuana retail establishment. Curaleaf will make a \$50,000 initial payment upon store opening that will be subtracted from the first year's annual payment.
2. All subsequent payments shall be made annually at the end of each 12 months of operation and shall continue for a period of 5 years. The maximum duration in accordance with G.L c.94G, §3 of the Massachusetts state law.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for traffic mitigation measures in connection with the operation of the Marijuana Retail establishment, community wellness programs, and other efforts and initiatives for the support of patient health.

### C. Annual Charitable/Non-Profit Contributions

Curaleaf MA, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town (examples include Quaboag Valley Community Development Corporation's Education to Employment program, Ware's Council of Aging, and Angels Answer Inc.) an amount no less than \$15,000, said charities/non-profit organizations to be determined by the Town in their reasonable

discretion. The first payment will be made after the issuance of final licensure from the CCC and the dispensary opening for business, and each anniversary thereafter.

**D. Community Support**

Curaleaf MA agrees to provide no less than fifty (50) hours annually of community service activities including but not limited to: Town-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, and veteran's assistance.

Curaleaf MA shall annually certify to the Town at the time of its Annual Payments the number of hours and nature of the community service rendered by its employees/management within the community.

**E. Local Vendors and Employment**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Curaleaf MA will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers (ex: Ware farmers with an adult-use Cultivator or Craft Marijuana Cooperative license), contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents in coordination with local groups such as Education to Employment.

**F. Security**

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, Curaleaf MA shall work with the City's Police Department in determining the placement of exterior security cameras.

Curaleaf MA agrees to cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, Curaleaf MA shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

**G. No Joint Venture**

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish

the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

H. Agreement

1. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees.
2. The obligations of Curaleaf MA and the Town recited herein are specifically contingent upon Curaleaf MA becoming a Marijuana Retailer and obtaining a "Retail (brick and mortar)" license type per the 2018 Adult-Use of Marijuana Program regulations, for operation of a retail establishment in the Town and Curaleaf MA's receipt of all necessary local approvals to locate, occupy, and operate a retail location for adult-use in the Town.

TOWN OF WARE

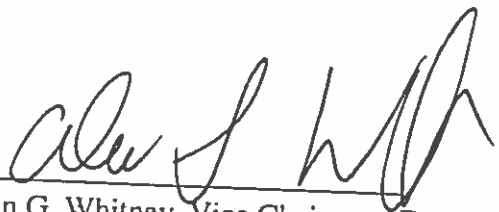
By:

  
Stuart Beckley, Town Manager

CURALEAF MASSACHUSETTS

By:

  
Patrik Jonsson, President

  
Alan G. Whitney, Vice Chairman, Board of Selectmen

4 DEC, 2018