

HOST COMMUNITY AGREEMENT

Between Town of Tisbury, Massachusetts and Patient Centric of Martha's Vineyard, Ltd.

This Host Community Agreement ("**Agreement**") is entered into this ____ day of February, 2020 (the "**Execution Date**"), by and between the Town of Tisbury, a Massachusetts municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Board of Selectmen (the "**Selectmen**") with an address of 51 Spring Street, Tisbury, Massachusetts 02568 (the "**Town**"), and Patient Centric of Martha's Vineyard, Ltd., a Massachusetts domestic business corporation with a principal place of business of 505 State Road, PO Box 1323, West Tisbury, Massachusetts 02575 ("**Patient Centric**" and, together with the Town, herein referred to as the "**Parties**," and each of them being individually referred to as a "**Party**").

WHEREAS, Patient Centric wishes to establish and operate a Registered Marijuana Dispensary ("**RMD**") for the dispensing of medical marijuana and a Marijuana Establishment ("**ME**") for the retail sale of marijuana and marijuana products pursuant to M.G.L. Chapters 94G and 94I, 935 CMR 500.100 and 935 CMR 500.102, and any other successor law, and/or regulations (the "**Regulations**"), for the medical and adult use of marijuana in the Town in accordance with all the laws of the Commonwealth of Massachusetts and Town of Tisbury; and

WHEREAS, if Patient Centric receives a Final License (the "**FL**") from the Cannabis Control Commission (the "**CCC**") to operate a RMD and/or an ME in the Town, and receives all required local permits and approvals, Patient Centric will have the authority to operate a RMD and/or a ME in the Town and wishes to open the RMD and/or ME for dispensing and retail sales at 15 Mechanic's Street, Tisbury, Massachusetts (collectively, the "**Facility**");

WHEREAS, notwithstanding that Patient Centric anticipates positive benefits to certain members of the community, Patient Centric acknowledges that the RMD and ME may impact Town resources in ways unique to the business of the RMD and ME and draw upon Town resources in a manner not shared by the general population.

NOW THEREFORE, for good and valuable consideration, the Town and Patient Centric agree as follows:

1. **Contingency**. The obligations of Patient Centric and the Town recited herein are specifically contingent upon Patient Centric's commencement of operation of the Facility.

2. **Host Community Impact Fee**. The Parties acknowledge that the Town will incur additional expenses and impacts upon the Town's road system, law enforcement, fire protection services, inspectional services and permitting services, public health services, and other additional unforeseen impacts. Accordingly, in order to mitigate such impacts upon the Town and use of Town resources, Patient Centric shall provide as a payment to the Town a community impact fee (the "**Community Impact Fee**"). Patient Centric acknowledges and agrees that the Town is under no obligation to use the Community Impact Fee in any particular manner and

while the purpose of these payments is to assist the Town in addressing impacts the RMD and ME may have on the Town, the Town may expend the Community Impact Fee for any proper public purpose, as determined by Town Meeting, subject to M.G.L. c. 44, § 53 or any other general or special law.

Notwithstanding any provision herein, the Community Impact Fee is designed so that it shall be reasonably related to the actual or anticipated costs imposed upon the Town as a result of the operation of the RMD and ME. The parties recognize and agree that it is inherently difficult to fully identify, evaluate and quantify the impacts to the Town of the RMD and ME and that the Community Impact Fee is a fair and reasonable estimation of such impacts and shall remain so for the duration of Patient Centric's operation of the Facility. Therefore, the Parties expressly agree that the Community Impact Fee is reasonably related to the costs that will be imposed upon the Town as a result of operation of the Facility.

Patient Centric shall pay the Community Impact Fee to the Town as follows:

- a. **Initial Payment:** Within 10 business days following receipt of a special permit under the Town's Zoning Bylaw to operate the RMD and the ME, Patient Centric will pay the Town Twenty Thousand Dollars (\$20,000), which will thereafter be credited toward the Annual Payments to be made pursuant to paragraph 2.b. herein.
- b. **Annual Payments:** During each year following the commencement of any retail sales at the Facility, Patient Centric shall pay the Town three percent (3%) of its gross sales revenues derived from the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility. Payment shall be made quarterly, within 45 days after the end of the calendar quarter for which payment is due, the first payment to be made in the second quarter after the commencement of sales at the Facility.

3. Additional Costs, Payments and Reimbursements. In addition to the Community Impact Fee, Patient Centric shall be responsible for all of the additional costs, payments and reimbursements set forth below.

- a. **Property Taxes.** Patient Centric agrees that all real and personal property taxes owing for the properties at which the Facility which are the responsibility of Patient Centric will be paid when due by Patient Centric. Patient Centric agrees not to object to or otherwise challenge the taxability of the real property where the Facility is located, and shall pay all local, state and federal taxes as required to be paid by Patient Centric in accordance with applicable law, as now existing or as hereafter may from time to time be enacted, repealed or modified. Patient Centric shall not request any tax credits or subsidy from the Town for the Facility, and shall not object or otherwise challenge the taxability of the Facility. In addition, Patient Centric shall use its best efforts to secure the payment of those taxes owing for said properties which are not the responsibility of Patient Centric, each Party recognizing that such taxes are the responsibility of another person or persons.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by Patient Centric is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if Patient Centric is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the other payments made by Patient Centric under this HCA.

- b. Excise Taxes. The Parties acknowledge that the Town has imposed a local sales tax upon the sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the TOWN, pursuant to the provisions of G.L. c.64N. Accordingly, Patient Centric, as required by applicable law, shall remit to the Massachusetts Department of Revenue the excise tax rate determined by the Commonwealth of Massachusetts for the sale of adult-use marijuana and adult-use marijuana-infused products, currently at 3.0% of gross annual sales. Pursuant to G.L. c.64N, §3, the excise taxes received by the Department of Revenue “shall at least quarterly be distributed, credited and paid [to the Town] by the state treasurer”. Nothing herein shall limit the ability of the Town to adjust the local sales tax in the future, should the law be amended to allow for an increase in such allowable sales tax.
- c. Voluntary Contributions. Patient Centric shall make annual voluntary contributions of no less than \$20,000 to the Town’s Affordable Housing Trust. In addition, Patient Centric will donate \$2,500 per year to the Town or a non-profit entity designated by the Town for the purposes of marijuana education and improper use prevention programs to promote safe, legal, and responsible use. The education programs shall be held in the Town. Prior to the selection of a non-profit entity for this purpose, the Company will review its intentions with the Town, acting through its Town Administrator, to ensure that the proposed programming is consistent with community needs. The contributions and donations under this paragraph shall be known as the “Annual Donations.” The Annual Donations shall not be considered part of the Community Impact Fee set forth in paragraph 2 herein, and shall escalate annually at the rate of 2½%. The first Annual Donations shall be paid within thirty days after commencement of retail sales at the Facility, and each subsequent payment shall be made on or before each annual anniversary of the commencement of retail sales at the Facility.
- d. Permit and Connection Fees. Patient Centric hereby acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.

- e. Other Costs: Patient Centric shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums not within the Town's regularly scheduled public meetings, which are substantially devoted to discussing the Facility
- f. Facility-Related Consulting Fees and Costs. Patient Centric shall reimburse the Town for any and all consulting costs and fees, including without limitation, reasonable attorneys' fees, related to any land use applications concerning the Facility, negotiation of this and any other related agreements, or otherwise incurred in relation to or concerning the Facility, including planning, engineering, and any related reasonable disbursements.
- g. Late Payments. The Community Impact Fee and all other payments due under this HCA by Patient Centric shall be payable to the Town of Tisbury and delivered in a timely fashion to the Town Administrator. Patient Centric acknowledges that time is of the essence with respect to performance of its payment obligations hereunder and that, if any payment is not made within 10 days following the date such payment is due, such late payments shall be subject to the higher of 5% of the belated payment or interest at the rates prescribed by M.G.L. 59, §57.

4. Easement. The Parties acknowledge that the Town intends to explore the possibility of laying out, accepting and constructing Mechanic's Street as a public way and agree that such layout, acceptance and construction would mitigate traffic impacts of the Facility and improve access to the Facility. Patient Centric agrees to grant to the Town at no charge an easement, for all purposes for which public ways may be used, in and over Mechanic's Street, to the full extent of its rights therein. This agreement is contingent upon Patient Centric receiving all necessary approvals to construct and operate the Facility and any necessary parking relief and/or identification of suitable off-site parking. The Parties agree to work cooperatively and in good faith to accomplish the purposes of this paragraph.

5. Annual Reporting. Patient Centric shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this HCA. During the term of this HCA, Patient Centric shall, upon request of the Town, appear at a meeting of Board of Selectmen to review compliance with the terms of this HCA. Such meeting shall occur no later than thirty (30) days following written notice from the Town, unless the Parties mutually agree upon an alternative date.

Patient Centric shall maintain books, financial records, and other compilations of data pertaining to the requirements of this HCA 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. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as

is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a License for the Facility.

During the term of this HCA, and for three (3) years following the termination of this HCA, Patient Centric shall, upon request of the Town, have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by Patient Centric. The Independent Financial Auditor shall review Patient Centric's financial records for purposes of determining that the payment of its annual Community Impact Fee is in compliance with the terms of this HCA. Such examination shall be made not less than thirty (30) days following written notice from the Town 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 Patient Centric'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 HCA. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

6. **Term.** The term of this Agreement shall commence on the Execution Date and shall, run through the fifth anniversary following the commencement of retail sales at the Facility, unless sooner terminated or extended pursuant to the provisions contained herein.

- a. This Agreement shall terminate immediately if the CCC revokes or fails to renew for any reason Patient Centric's FL to operate the Facility in the Town.
- b. The Town may terminate this Agreement for cause by providing written notice to Patient Centric in the event that: (i) Patient Centric purposefully or with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the RMD and/or ME, and such violation remains uncured for 30 days following the Town's issuance to Patient Centric of written notice of such violation; (ii) Patient Centric fails to make payments to the Town or any of the Annual Donations as required under this Agreement, and such failure remains uncured for 10 days following the Town's issuance to Patient Centric of written notice of such violation; or (iii) there is any other material breach of the Agreement by Patient Centric, which material breach remains uncured for 30 days following the Town's issuance to Patient Centric of written notice of such violation.
- c. This Agreement shall terminate immediately if Patient Centric ceases to operate the RMD and ME in the Town.
- d. Notwithstanding the above, all payments required hereunder shall remain in effect for the full duration of Patient Centric's operation of the Facility. In the event such term is deemed to be contrary to law, the payments shall remain in effect for the longer of five years or the maximum period allowed by law, and this agreement together with such payments shall automatically renew for successive terms of the longer of five years or the maximum period allowed by law.

- e. At the conclusion of the five-year term set forth above, the Parties will use best effort to negotiate in good faith the terms of a new HCA. Under no circumstances shall the Facility be in operation without an operative HCA.

7. **Diversión Plan**. Patient Centric will comply with regulations at 935 CMR 500.100 and 500.102. In cooperation with and to the extent requested by the Town's Police Department, and consistent with the Regulations, Patient Centric shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products to ineligible users, a form of which plan is to be approved by the Police Department and in place prior to the commencement of operation of the Facility by Patient Centric. Such plan shall include, but not be limited to, (i) training RMD and ME employees to be aware of, observe, and report any unusual behavior in visitors or other RMD and ME employees that may indicate the potential for diversion; (ii) strictly adhering to certification amounts and time periods (per the Regulations and CCC guidelines); (iii) rigorous patient identification and verification procedures through the applicable CCC online system; (iv) utilizing seed-to-sale tracking software to closely track all inventory at the ME; and (v) refusing to complete a transaction if the customer, patient or caregiver appears to be under the influence of drugs or alcohol.

8. **Security**. Patient Centric shall comply with the CCC's security regulations set forth in 935 CMR 500.110 and 502.110. 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, Patient Centric shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations. Patient Centric agrees to cooperate with the 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 further its intention that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors.

Patient Centric agrees and acknowledges that annual inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility. Such Departments and Boards agree that except in instances of emergency, they will abide by provisions of 935 CMR 500.000 and 935 CMR 502.000 regarding access to premises, including provisions requiring that visitors obtain a visitor identification badge prior to entering a limited access area, shall be escorted at all times by a marijuana establishment agent or Registered Marijuana Dispensary agent authorized to enter the limited access area, shall visibly display the visitor identification badge at all times while in any limited access area, shall be logged in and out, and shall return any visitor identification badges upon exit.

Patient Centric further agrees that all signage and packaging for marijuana products shall comply applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and further agrees that to the extent 935 CMR 500.000 imposes more stringent requirements on packaging, labeling, marketing or the form of permitted edibles, the Company will comply with the more restrictive regulatory provisions.

9. **Community Impact Hearing.** Patient Centric has conducted a Community Outreach Meeting prior to execution of this Agreement and will work collaboratively and cooperatively with its neighboring businesses and residents. Patient Centric shall, as a result of community feedback and neighborhood concerns, establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility; said written policies and procedures, as may be amended from time to time at the request of the Board of Selectmen, shall be reviewed annually by the Board of Selectmen as part of Patient Centric's annual report to ensure compliance with the policies and procedures and to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation shall be incorporated herein by reference and made a part of this HCA, the same as if each were fully set forth herein.

10. **On-site Consumption.** The consumption of marijuana on the site of the Facility operated by Patient Centric shall be prohibited at all times.

11. **Local Boards.** This Agreement does not affect, limit, or control the authority of Town boards, commissions and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary of the RMD and/or ME to operate in the Town, or to refrain from enforcement action against Patient Centric and/or its RMD or ME for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations. Patient Centric acknowledges that it may be required to pay the reasonable costs of the employment by Town boards and officials of outside consultants, including without limitation engineers, architects, scientists and attorneys in connection with the review of any application or request for such local permits required to operate the Facility.

12. **Local Vendors and Hiring.** Where allowed by federal, state and local laws and regulations, a "Local Labor Hiring Preference" shall exist for all residents of the Town applying for employment by Patient Centric. Within the confines of the law, and all other factors being equal, Patient Centric shall seek to employ Town residents before considering other candidates for open positions. Patient Centric shall likewise make all reasonable efforts to procure goods and services from Tisbury-based vendors in the construction, maintenance and operation of the Facility.

13. **Notice.** Any and all notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be deemed to be received by

the intended recipient (a) when delivered personally, (b) by the day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by U.S. Postal Service certified mail, postage prepaid with return receipt requested. Notice to Patient Centric shall be delivered to the following address: Geoffrey Rose, President, 505 State Road, PO Box 1323, West Tisbury, MA 02575, with copy to Vicente Sederberg LLP, 2 Seaport lane, Boston, MA 02210 Attn: Philip C. Silverman. Notice to the Town shall be delivered to the following address: Town Administrator, 51 Spring Street, PO Box 1239, Tisbury, MA 02568, with copy to Jonathan M. Silverstein, KP Law, PC, 101 Arch Street, 12th Floor, Boston, MA 02110.

14. **Approval of Manager.** If requested by the Town, Patient Centric shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500 or any successor regulation, of the person proposed to act as on-site manager of the Facility. The submittal shall include authorization to perform a Criminal Offender Record Information (CORI) check. The Town shall consider such request for approval within thirty days following submittal to determine if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. In the event the Town does not confirm or reject the proposed on-site manager within thirty (30) days, the manager shall be deemed approved by the Town for purposes of this HCA. This approval process shall also apply to any change of on-site manager.

15. **Validity.** If any provision of this HCA is adjudicated to be invalid or unenforceable, this HCA shall be void of no effect unless, prior to the expiration of thirty (30) days of any final judgment declaring such provision void, the TOWN's Board of Selectmen votes to ratify the HCA notwithstanding such adjudication; Patient Centric agrees it shall not operate the Facility without a valid and effective HCA. Patient Centric further agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this HCA; and to the extent the validity of this Agreement is challenged, Patient Centric shall pay for all reasonable fees and costs incurred by the Town in defending such challenge; furthermore, Patient Centric shall pay for all reasonable fees and costs incurred by the TOWN in enforcing this HCA if the Town prevails. Notwithstanding the foregoing, Patient Centric retains the right to challenge in an appropriate jurisdiction, the Town's interpretation of this Agreement.

16. **Indemnification.** Excluding any Claims (as herein defined) caused by the gross negligence or willful misconduct of the Town, Patient Centric shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings, subpoenas, document requests and/or costs and expenses, including attorney's fees (collectively, the "Claims"), brought against or initiated as to the Town, is agents, departments, officials, employees, insurers and/or successors, by any third party, including any private or public entity, arising from or relating to the this HCA and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the Town's choosing incurred in defending or responding to such Claims. Patient Centric agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself from or responding to such Claims.

17. **No Waiver.** The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA can be modified only in a written instrument signed by the Town's Board of Selectmen and Patient Centric.

18. **Amendments.** This Agreement may only be amended by a written document duly executed by both Parties.

19. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Town and Patient Centric with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

21. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either Party not receiving the benefit of its bargain under this Agreement.

22. **No Rights in Third Parties.** This Agreement is not intended to, nor shall it be construed to, create any rights in any third party.

23. **Binding Effect.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. Neither the Town nor Patient Centric shall assign, sublet or otherwise transfer any interest in the Agreement without the written consent of the other party. Patient Centric shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

The above notwithstanding, the Town's consent shall not be required for the assignment of Patient Centric's rights and obligations under this Agreement to Patient Centric of Martha's Vineyard LLC so long as Patient Centric of Martha's Vineyard LLC is under the same ownership and control at the time of transfer and thereafter as Patient Centric and the Town is given written notice at the time of such assignment together with evidence satisfactory to the Town of such ownership and control.

24. **Counterparts; Signatures.** This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The Parties hereto and all third parties may rely upon copies of signatures to this Agreement to the same extent as manually signed original signatures.

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

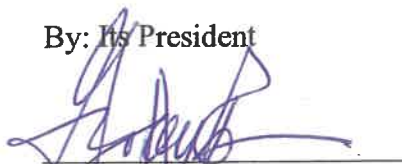
TOWN OF TISBURY

PATIENT CENTRIC OF MARTHA'S
VINEYARD, LTD.

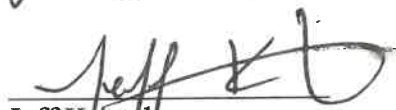
By: Its Board of Selectmen

By: Its President


Melinda F. Loberg, Chair


Geoffrey Rose


James J. Rogers


Jeff Kristal

704717/TISB/0130

HCA PATIENT CENTRIC

March 2, 2020

Patient Centric shall pay the Community Impact Fee to the Town as follows:

- a. Initial Payment: Within 10 business days Patient Centric will pay the Town Twenty Thousand Dollars (\$20,000).
- b. Annual Payments: During each year following the commencement of any retail sales at the Facility, Patient Centric shall pay the Town three percent (3%) of its gross sales revenues derived from the Facility.

Additional Costs, Payments and Reimbursements. In addition to the Community Impact Fee, Patient Centric shall be responsible for all of the additional costs, payments and reimbursements set forth below.

- a. Property Taxes. Patient Centric agrees that all real and personal property taxes owing for the properties at which the Facility which are the responsibility of Patient Centric will be paid when due by Patient Centric.

. . .

Patient Centric shall not request any tax credits or subsidy from the Town for the Facility, and shall not object or otherwise challenge the taxability of the Facility.

- b. Excise Taxes. 3.0% of gross annual sales. Pursuant to G.L. c.64N, §3, the excise taxes received by the Department of Revenue “shall at least quarterly be distributed, credited and paid [to the Town] by the state treasurer”.
- c. Voluntary Contributions. Patient Centric shall make annual voluntary contributions of no less than \$20,000 to the Town’s Affordable Housing Trust. In addition, Patient Centric will donate \$2,500 per year to the Town or a non-profit entity designated by the Town for the purposes of marijuana education and improper use prevention programs to promote safe, legal, and responsible use

Easement. The Parties acknowledge that the Town intends to explore the possibility of laying out, accepting and constructing Mechanic’s Street as a public way and agree that such layout, acceptance and construction would mitigate traffic impacts of the Facility and improve access to the Facility. Patient Centric agrees to grant to the Town at no charge an easement

FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT

**Between Town of Tisbury, Massachusetts and
Patient Centric of Martha's Vineyard, Ltd.**

This First Amendment to Host Community Agreement ("**Amendment**") is entered into this 17 day of November, 2020, by and between the Town of Tisbury, a Massachusetts municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Board of Selectmen with an address of 51 Spring Street, Tisbury, Massachusetts 02568 ("**Town**"), and Patient Centric of Martha's Vineyard, Ltd., a Massachusetts domestic business corporation with a principal place of business of 505 State Road, PO Box 1323, West Tisbury, Massachusetts 02575 ("**Patient Centric**").

WHEREAS, the Town and Patient Centric entered into a Host Community Agreement ("**Agreement**"), dated March --, 2020 with respect to Patient Centric's intent to establish and operate a Registered Marijuana Dispensary for the dispensing of medical marijuana and a Marijuana Establishment for the retail sale of marijuana and marijuana products pursuant to M.G.L. Chapters 94G and 94I, 935 CMR 500.100 and 935 CMR 500.102, and any other successor law, and/or regulations, for the medical and adult use of marijuana in the Town on property located at 15 Mechanic's Street, Tisbury, Massachusetts ("**Facility**"); and

WHEREAS, Patient Centric has requested, and the Town has agreed, to amend certain provisions of the Agreement as set forth herein;

NOW THEREFORE, for good and valuable consideration, the Town and Patient Centric agree as follows:

A. Section 2(a) of the Agreement is hereby deleted in its entirety and is replaced with the following:

- a. Initial Payment: Patient Centric will pay the Town Twenty Thousand Dollars (\$20,000), which will thereafter be credited toward the Annual Payments to be made pursuant to paragraph 2.b. herein. Said payment shall be made as follows: (i) Ten Thousand Dollars (\$10,000) prior to issuance of a building permit for construction of the Facility; and (ii) Ten Thousand Dollars (\$10,000) prior to issuance of a certificate of occupancy for the Facility.

B. As consideration for the Town's agreement to execute this Amendment, Patient Centric shall make an extension payment to the Town in the amount of Two Thousand, Five Hundred Dollars (\$2,500). Said payment shall be paid prior to or contemporaneously with execution of this Amendment, and this Amendment shall not take effect until the Town has received such payment.

C. All other provisions of the Agreement as previously executed shall remain in full force and effect.

D. This Amendment may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The Parties hereto and all third parties may rely upon copies of signatures to this Amendment, including electronic signatures, to the same extent as manually signed original signatures.


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


TOWN OF TISBURY


PATIENT CENTRIC OF MARTHA'S
VINEYARD, LTD.

By: Its Board of Selectmen

By: Its President

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James J. Rogers, Chair

DocuSigned by:

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Geoffrey Rose

DocuSigned by:

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Larry Gomez

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Jeff Kristal

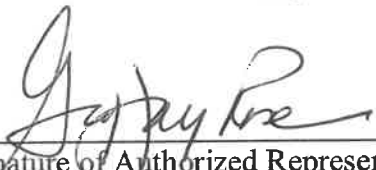
738856/TISB/0130

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

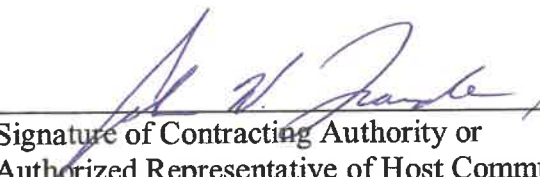
I, Geoffrey Rose, (insert name) certify as an authorized representative of Parent Centre of Mass & Vinland, Ltd. (insert name of applicant) that the applicant has executed a host community agreement with Tisbury (insert name of host community) pursuant to G.L.c. 94G § 3(d) on March 2, 2020 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, John W Grande, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Tisbury (insert name of host community) to certify that the applicant and Town of Tisbury (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 2, 2020 (insert date).


_____, Town Administrator/C.A.O.
Signature of Contracting Authority or
Authorized Representative of Host Community