

## **1<sup>st</sup> Amendment to the Host Community Agreement and Remuneration Agreement**

This 1<sup>st</sup> Amendment to the Host Community Agreement and Remuneration Agreement (the "Amendment") is entered into by and under the laws of the Town of Charlton (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Town Administrator as duly authorized by its Board of Selectmen (the "TOWN OF CHARLTON ADMINISTRATOR") and Green Gold Group, Inc., a Massachusetts corporation with a principal office address of 60 Prospect Street, North Brookfield, MA 01535 and a regular place of business at 60 Prospect Street, North Brookfield, MA 01535, formerly known as Healthwise Foundation, Inc ("LICENSEE").


The TOWN and the LICENSEE amend the Host Community Agreement and Remuneration Agreement, respectively and as appropriate, as follows:

1. The parties hereby recognize that the LICENSEE has changed its name and corporate structure from a nonprofit corporation known as Healthwise Foundation, Inc. to a for-profit corporation known as Green Gold Group, Inc.
2. Paragraph 2 of the Remuneration Agreement is hereby amended as follows:
  - a. The payments required under Paragraph 2 shall be considered a Host Community Payment. All references in Paragraph 2 to such payment constituting an "excise tax" are hereby deleted. Such payments shall be increased from 2% to 3% of gross annual sales. To clarify, under the REMUNERATION AGREEMENT, LICENSEE shall pay to the TOWN the higher of \$300,000 or 3% of the gross annual sales of medical marijuana and marijuana-infused products sold by LICENSEE in Charlton, plus 3% of the gross annual sales of adult-use marijuana and marijuana-infused products sold by LICENSEE in Charlton. Such payments shall be in addition to the 3% Local Option Tax authorized by G.L. c.64N, §3 and adopted by the TOWN. These payments shall also be in addition to the \$50,000 annual payment under paragraph 3 of the Remuneration Agreement.
3. The TOWN and LICENSEE acknowledge that the Host Community Agreement and the Remuneration Agreement as executed April 27, 2017 contemplated and authorized LICENSEE to operate both a Registered Marijuana Dispensary and an Adult-Use Retail Establishment.
4. The TOWN further acknowledges that a Provisional Certificate of Registration was granted by the Department of Public Health to LICENSEE for a retail facility located at 46 Worcester Road in Charlton prior to July 1<sup>st</sup>, 2017.

5. LICENSEE acknowledges disclosure by the TOWN of the results of the August 1, 2018 Special Town Meeting and of the pendency of a certain lawsuit entitled, *Three Registered Voters v. Charlton Board of Selectmen*, Worcester Superior Court, C.A. No. 1885CV010522-C, as well as of the results of the August 1, 2018 Special Town Meeting, including passage of a general bylaw that seeks to prohibit all adult use marijuana businesses in the TOWN.
6. All payments due to TOWN under the Remuneration Agreement with LICENSEE shall be made payable on a trimesterly basis, with the first such payment due 120 days after the first day of commercial operations as an RMD or Adult-use Retail establishment.
7. All sums due under the Remuneration Agreement to the TOWN shall be paid for the duration of LICENSEE's (or any successor or affiliated entity's) operation of an RMD and/or Adult-use Retail Establishment in Charlton as a Land Development Fee. To the extent that any court or agency of competent jurisdiction determines that such perpetual payments are not permitted by law, the LICENSEE and the TOWN hereby agree that the duration of such payments shall be for the maximum period allowed by law and that they shall thereafter automatically be renewed for successive terms of five years for the duration of LICENSEE's (or any successor or affiliated entity's) operation of an RMD and/or Adult-use Retail Establishment. The TOWN and the LICENSEE hereby agree to cooperate to execute any amendments or extensions or other such documents as may be necessary to effectuate such renewals.
8. For the duration of LICENSEE's operation of an Adult-Use Retail Establishment and/or RMD, LICENSEE shall not challenge or support any challenge of any provision of the Host Community Agreement or Remuneration Agreement and/or the payment of any sums due under said provisions to the TOWN. The LICENSEE shall make a good faith effort to cooperate with the reasonable requests of the TOWN in relation to any potential challenge on this matter.
9. If any term of the Host Community Agreement and/or Remuneration Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by the mutual agreement of the TOWN and LICENSEE within 30 days with a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Executed under seal.

TOWN OF CHARLTON ADMINISTRATOR

By:  \_\_\_\_\_

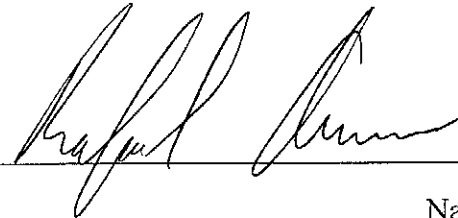
Robin Leal Craver

Title: Town Administrator

Hereunto duly authorized

Date: 8/14/18

GREEN GOLD GROUP, INC.

By:  \_\_\_\_\_

Name: Rafael Aronov.

Title: CEO

Date: 8/14/18

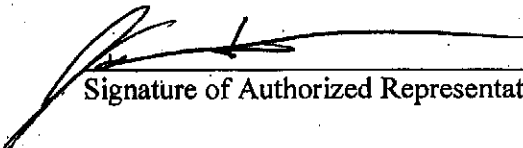


# Host Community Agreement Certification Form

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, James McMahon Esq, (*insert name*) certify as an authorized representative of Green Gold Group, Inc\* (*insert name of applicant*) that the applicant has executed a host community agreement with Charlton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 4/27/17 (*insert date*).

  
Signature of Authorized Representative of Applicant

## Host Community

I, Robin Craver, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Charlton (*insert name of host community*) to certify that the applicant and Charlton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 4/27/17 and (*insert date*)  
amended 8/14/18

  
Signature of Contracting Authority or Authorized Representative of Host Community