DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this 17th day of July 2018 by and between Valley Green Grow, Inc. a Massachusetts not-for-profit corporation with a principal office address of 1600 Osgood Street, North Andover, MA 01845 ("**VGG**") and Valley Green Grow, LLC, a Massachusetts Limited Liability Company (the "**Developer**")], a Massachusetts limited liability company with a principal office address of 1600 Osgood Street, North Andover, MA 01845 and any successors in interest, and the Town of Charlton (the "**Town**"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 37 Main Street, Charlton, MA 01507 (collectively, the "**Parties**").

RECITALS

WHEREAS, VGG has filed applications with the Massachusetts Department of Public Health ("**DPH**") for licenses to operate a Registered Marijuana Dispensary ("**RMD**") for the cultivation, processing and dispensing of marijuana in accordance and pursuant to applicable state laws and regulations, including, but not limited to 105 CMR 750.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations.

WHEREAS, Developer wishes to construct a commercial greenhouse facility containing between 1.0 and 3.0 million square feet of space within which various licensed operators shall be given the opportunity to lease space for marijuana cultivation and processing purposes at 7L Turner Road and 44 Old Worcester Road, Charlton, MA, Assessor's Map 36, Lots C10 and C10.1 (the "**Property**"). Developer, its successors and/or assigns, will hold title to the Property and the Facility and will license to VGG, and other license operators, space in which those licensed operators will locate and operate a RMD or other licensed cannabis operators each with up to 100,000 square foot of marijuana mature cultivation canopy, together with ancillary cultivation, testing, research and development, manufacturing and processing space, and with the option to operate a retail dispensary solely for medical marijuana purposes (collectively, the "**Facility**").

WHEREAS, Developer wishes to construct a retail cannabis facility within the Community Business zone on the Property (the "**Retail Location**") from which VGG and/or an affiliated entity will lease space to sell medical and adult use cannabis.

WHEREAS, Developer intends to lease space within the Facility to individuals, corporations, or other entities licensed by DPH and/or the Cannabis Control Commission ("**CCC**") to engage in the cultivation, processing, and manufacturing of products marijuana and marijuana product for medical and/or adult-use pursuant to 105 CMR 750.00 and 935 CMR 500.00.

WHEREAS, VGG intends to lease space within the Facility from Developer to operate a licensed RMD and/or licensed "adult use" CCC approved to engage in the cultivation, processing, and manufacturing of products marijuana and marijuana product for medical and/or adult-use pursuant to 105 CMR 750.00 and 935 CMR 500.00.

WHEREAS, VGG requires a letter of support or non-opposition and host community agreement from the Town to obtain: (a) a RMD license, to include the cultivation, processing, and dispensing of medical cannabis, from the DPH for the siting and operation of the Facility; and (b) a Marijuana Establishment license in the form of a Marijuana Cultivator, Product Manufacturer, Research and Developer, Transporter, Microbusiness, Craft Cooperative, Independent Testing Lab, and Marijuana Retailer, from the CCC.

WHEREAS, VGG intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the DPH and/or, the CCC or such other state licensing or monitoring authority, as the case may be, to operate the Facility pursuant to the licenses described above, and receive all required local permits and approvals from the Town;

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of RMDs and Marijuana Establishments, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

WHEREAS, the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a substantive part of this Agreement.

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. Site Plan Review

Notwithstanding any provision of State law or local bylaws to the contrary, VGG and the Developer agree to be subject to Site Plan Review and approval by the Town's Planning Board, in accordance with the procedures and standards set forth in Section 7.1.4 of the Charlton Zoning Bylaws. Town agrees that a Preliminary Subdivision Plan for the Property was filed on or about submitted to the Planning Department on April 25, 2018 and first presented at a meeting of the Planning Board convened on May 2, 2018 and as a result, VGG and Developer (subject to the provisions of G.L. c.40A, §6, including the requirement to submit a Definitive Subdivision Plan within seven months) will have the benefit of an eight (8) year zoning freeze, such that no use or structure at the Property shall be subject to any bylaw changes adopted subsequent to the Preliminary Subdivision Plan except to the extent explicitly agreed to herein. In accordance with the procedures set forth in G.L. c.44, §53G, the Planning Board may require VGG and the Developer to fund, to the extent necessary to review and analyze the Site Plan for any proposed facility, the reasonable costs of the Planning Board's employment of outside consultants, including without limitation, engineers, architects, scientists and attorneys. Prior hereto, VGG

has deposited with Town Ten Thousand Dollars ($10,000.00) for purposes of negotiating the within Agreement, and any remaining funds from such amount shall be applied towards such costs.

2. Development Agreement Payments to the Town

In the event that Developer obtains all permits and approvals to construct the Facility and VGG or any other tenants obtain the requisite licenses and/or approvals as may be required for the operation of one (1) or more cultivation operations at the Facility and receive any and all necessary and required permits and licenses of the Town, which permits and/or licenses allow VGG and such other tenants to locate, occupy and operate one (1) or more cultivation operations at the Facility in the Town, then Developer agrees to provide the following Annual Development Payments:

A. Annual Development Fee: During the Term hereof, the Developer shall pay to the Town the sum of Four and 00/100 Dollars ($4.00) per square foot of mature, canopy space, as defined by the CCC ("**Annual Development Fee** "); provided, further, that:

i. The Annual Development Fee shall reflect a minimum payment for three (3) cultivation licenses, not be less than One Million, Two Hundred Thousand Dollars ($1,200,000.00) ("**Minimum Annual Development Fee**" or "**MADF**"). The above notwithstanding, if the DPH or CCC prohibits co-location of RMDs or marijuana cultivators at the Facility, the Annual Development Fee shall be Four Hundred Thousand Dollars ($400,000.00) for one cultivation license at the Facility.

ii. The Annual Development Fee shall not be less than Four Hundred Thousand Dollars ($400,000.00) per Licensed Marijuana Cultivator located within the Facility and/or on the Property ("**Minimum Per-License Annual Development Fee**" or "**MPLAD**"). No additional fee shall be required for any license issued by the CCC for testing, research and development, manufacturing and processing, to the extent that such license is for a use or process which is solely ancillary and incidental to a cultivation license for which an Annual Development Fee is being paid hereunder (an "Ancillary License"). Other types of Ancillary License may be allowed only by prior written consent of the Board of Selectmen.

iii. The Annual Development Fee shall be paid on an annual basis, paid quarterly, commencing on the first day of the first full calendar quarter month which is at least 90 days after the first certificate of occupancy is issued for any part of the Facility which contains a cultivation canopy.

iv. Beginning on the first anniversary of the first payment due under the immediately prior provision, the Annual Development Fee, the MADF and the MPLAD each shall escalate at the rate of Two and One Half Percent (2 ½ %) per year.

v. The MPLAD applicable to any licensed RMD or Marijuana Cultivator operating at the Facility shall be adjusted on a pro-rata basis as the amount of mature cultivation canopy space is increased in any amount exceeding 100,000 square feet at a rate of $4.00 per square foot (as escalated pursuant to Section 2.A.iv), with any such increase triggered upon the earlier of: (i) issuance of a certificate of occupancy or certificate of compliance for the additional canopy; or (ii) actual use or occupancy of such additional canopy. The Annual Development Fees shall be adjusted on a pro rata basis at a rate of $4.00 per square foot of mature cultivation space (as escalated pursuant to Section 2.A.iv). In no event shall the MADF be for less than the amount stated in Section 2.A.i, nor shall the MPLAD be for less than the amount stated in Section 2.A.ii (both as escalated pursuant to Section 2.A.iv).

vi. The parties hereby recognize and agree that the Annual Development Fee to be paid by the Developer shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

B. Permit and Connection Fees: VGG and the Developer hereby acknowledge and accept, and waive all right to challenge, contest or appeal, the Town's standard building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable and uniformly assessed to other commercial developments in the Town.

C. Facility Consulting Fees and Costs: VGG and the Developer shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility (including but not limited to site plan and zone change applications), negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard municipal rates charged by the above-referenced consultants in relation to the Facility.

D. Other Costs: VGG and the Developer shall reimburse the Town for the reasonable costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility.

E. Infrastructure Payment: Within thirty (30) days after the delivery by the Town of a host community agreement and letter of non-opposition related to VGG's operation of one cannabis cultivation and retail license at the Facility, the Developer shall pay into escrow a one-time payment to the Town in the amount of Five Hundred Thousand Dollars ($500,000.00), which the Town intends to utilize apply toward the cost of design, engineering, permitting and construction of a new Public Safety Building or any other capital project of the Town (the "**Infrastructure Payment**"). The Infrastructure Payment shall be released to the Town from escrow after a building permit is issued for construction of the Facility.

F. Late Payment Penalty: VGG and the Developer acknowledge that time is of the essence with respect to their timely payment of all funds required under Section II.2 of this Agreement. In the event that any such payments are not fully made with thirty (30) days after written notice of such default, the party required to make the payment shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

G. Town's Obligations: In consideration for the Annual Development Fees set forth in Section A hereinabove, the Town shall, within thirty (30) days after written request by the Developer, VGG or any Licensed Marijuana Establishment proposing to operate at the Facility, for any use permitted hereunder (except for retail which shall be governed by Section 6 herein below) execute and deliver: (a) a non-opposition letter directed towards the DPH, CCC, or any successor agency, in the form attached hereto as Schedule 2.G.a; and (b) a Host Community Agreement, in the form attached hereto on Schedule 2.G.b., for such party, which shall provide that the Licensed Marijuana Establishment pay a community impact fee to the Town in an amount equal to three percent (3%) of the gross sales of the Licensed Marijuana Establishment, in accordance with then applicable law and regulations, and in no event shall the community impact fee exceed $10,000.00 annually per licensee (the "**Community Impact Fee**"). The above notwithstanding, there shall be no Community Impact Fee assessed on the first three (3) non-retail Licensed Marijuana Establishments scheduled to operate at the Facility, nor for any Ancillary License.

3. Local Hiring and Vendors:

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, VGG and the Developer shall make best efforts in a legal and non-discriminatory manner to give priority to Town businesses, suppliers, contractors, builders and vendors located in the Town in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility and to hire Town residents for jobs in and related to the Facility. Such efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact, advertising any job expansion or hiring of new employees first to Town residents a minimum of two (2) weeks before advertising through all

typical regional employment advertising outlets, coordination with the Chamber of Commerce of Central Massachusetts South and such other reasonable measures as the Town may from time to time reasonably request. VGG and the Developer also agree to make best efforts to utilize women-owned and minority-owned vendors within the Town and the region.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the DPH, CCC, or such other state licensing or monitoring authority, VGG and the Developer shall work with the Town's Police Department in determining the placement of exterior security cameras.

VGG and the Developer agree 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 regarding any anti-diversion procedures.

To the extent requested by the Town's Police Department, VGG and the Developer shall work with the 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. Such plan shall include, but is not limited to, (i) training the employees of each tenant of the Facility to be aware of, observe, and report any unusual behavior in authorized visitors or other employees of the Facility that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at Facility.

5. On-site Consumption:

VGG and the Developer agree that, even if permitted by statute or regulation, but with the exception of consumption by employees, patients, test subjects, or the like (but in no event shall such consumption be open to the general public) in connection with research and development, they shall prohibit on-site consumption of marijuana and marijuana-infused products at the Facility.

6. Marijuana Retailer

VGG, the Developer and/or a successor related entity desire to construct and operate a Marijuana Retail Establishment on a portion of the Property located within the Commercial Business zone, and the Town hereby accepts this Agreement as a written request to operate a retail establishment on the Property in one building or structure, and commits to enter into a Host Community Agreement upon substantially similar financial terms as those set forth in the form attached hereto on Schedule 6, and to issue a non-opposition letter, upon the following additional conditions, and in compliance with all other provisions of this Agreement:

A. Any such Host Community Agreement shall include a requirement that the applicable entity shall make such payments and be subject to such taxes as are set

forth in that form attached hereto as Schedule 6, subject to and in accordance with then applicable law and regulations.

B. Any such Marijuana Retail Establishment shall be: (i) subject to Site Plan Review by the Planning Board and (ii) except to the extent exempt pursuant to the zoning freeze referenced hereinabove, such other and further relief as may be required pursuant to the Town's Zoning Bylaws at such time.

C. A Non-Opposition letter shall be issued similar in form to that attached as Schedule 2-G.a hereto.

D. Such Marijuana Retail Establishments (one adult use and one RMD) may operate at one co-location under both DPH and CCC regulations provided that they obtain a license from each such regulatory agency.

7. Support:

The Town agrees to submit to the DPH, CCC, or such other state licensing or monitoring authority, as the case may be, a letter of support or non-opposition and certification of compliance with applicable local bylaws relating to VGG's application for a license to operate the Facility and the Marijuana Retail Establishment, and for each other DPH or CCC use, subject only to the requirement that such applicant satisfies Site Plan approval, and where such compliance has been properly met. With the exception of the specifics contained herein, the Town makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

8. Term:

The provisions of this Agreement shall be applicable as long as VGG and/or the Landowner, or any related or successor entity(s) operate the Facility at the Property.

9. Nullity:

In the event the Facility is no longer used for the cultivation or manufacture of medical or adult use marijuana, this Agreement shall become null and void; however, VGG and the Developer hereby acknowledge and agree that they shall be jointly and severally responsible for the prorated portion of the payments set forth herein, including, but in no event shall the Town be responsible for the return of any funds provided to it by VGG or the Developer.

10. Re-Opener/Review:

At any point in time commencing on or after the tenth (10^{th}) anniversary of this Agreement, in the event that VGG, the Developer or any related entity enters into a Development Agreement with another municipality in the Commonwealth of Massachusetts that contains terms for mature canopy cultivation,

taken collectively, that are superior to what VGG and the Developer agree to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town at least equivalent to those provided to the other municipality.

11. Local Taxes:

At all times during the Term of this Agreement, property, both real and personal, including without limitation any photovoltaic (solar) power station, cogeneration facility and related infrastructure owned or operated by VGG and/or the Developer and/or any tenant shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the VGG or by Developer or by the tenant (respectively), and neither VGG nor the Developer nor such tenant shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes. The terms and requirement of this section shall be incorporated into any Host Community Agreement subsequently entered into between the Town and any tenant of the Property, pursuant to Section 2.G.

The Developer and VGG hereby certify and agree that the taxable value of the Facility shall be no less than One Hundred Dollars ($100.00) per square foot of interior space, including without limitation cultivation space, storage areas, manufacturing, processing or warehousing areas, office space, kitchen and sanitary facilities or any other interior space, whether or not climate controlled or conditioned. ("**Minimum Taxable Value**"). The Minimum Taxable Value shall increase annually by two and one half percent (2½%). If, in any year, and for any reason, the assessed value of the Property and the Facility are less than the Minimum Taxable Value, the Developer and VGG agree to pay to the Town a true-up payment in an amount equal to the difference between the real property taxes assessed and the amount that would be due were the assessment based upon the Minimum Taxable Value ("Minimum Taxable Value True Up Payment"). The Minimum Taxable Value True Up Payment shall be paid no later than September 1 following the close of the municipal fiscal year for which the Minimum Taxable Value True Up Payment is due. Any photovoltaic (solar) power station and related infrastructure shall be separately assessed and shall be in addition to the Minimum Taxable Value set forth above.

12. Assignment/Change in Corporate Structure:

VGG and the Developer shall not assign, sublet or otherwise transfer or their rights nor delegate their obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed, and shall not assign any of the moneys payable under this Agreement, except by and with the prior written consent of the Town. A conversion by VGG from a "non-profit" to a "for profit" entity is expressly permitted hereunder upon notice to the Town, without a need for further consent provided however that prior written notice of said conversion is given to the Town. Lease agreements to licensed operators shall not be a violation hereof.

13. Successors/Change in Control:

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Subject to Section 12, neither the Town, the Developer nor VGG shall assign or

transfer any interest in the Agreement or control of the Facility without the written consent of the other, however, such consent shall not be required for an assignment to any entity owner or controlled by VGG or Developer, or for any lease to a licensed operator.

14. Compliance:

VGG and the Developer shall comply with all laws, rules, regulations and orders applicable to the RMD, or any other use, at the Property, 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.

15. Notices:

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, 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, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To Town:	Town Administrator Charlton Town Hall 37 Main Street Charlton, MA 01507
	Copy to:
	Jonathan M. Silverstein KP Law, PC 101 Arch Street 12th Floor Boston, MA 02110
To Developer:	c/o Ruberto, Israel & Weiner, P.C. 255 State Street, 7th Floor Boston, MA 02109 Attn: Michael D. Rosen, Esq.
To VGG:	c/o Ruberto, Israel & Weiner, P.C. 255 State Street, 7th Floor Boston, MA 02109 Attn: Michael D. Rosen, Esq.

16. Severability:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. VGG and the Developer agree they will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged, VGG and the Developer shall pay for all reasonable fees and costs incurred by the Town in defending and enforcing this Agreement.

17. Governing Law:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the Parties agree that Land Court, Suffolk Business Litigation Session or Worcester County shall each serve as a proper forum for any litigation for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Parties with respect to the matters described. 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.

19. Retention of Regulatory Authority:

Except as specifically provided for herein, this Agreement does not affect, limit or control the authority of the Town, its boards, commissions, or department to carry out their respective powers and duties to decide upon and to issue, or deny applicable permits and other approvals under the statues and regulations of the Commonwealth, the general and zoning bylaws of the Town or applicable regulations of those boards, commissions, and a department or to enforce said statutes, bylaws, and regulations. Except as specifically provided for herein, the Town by entering into this Agreement is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town or to refrain from enforcement action for violation of the terms of said permits, approvals or statutes, bylaws and regulations. Except as specifically provided for herein, the Facility remains subject to all applicable general and special state and local laws, bylaws, building, fire and other codes, rules and regulations, and the Agreement set forth herein shall not relieve VGG or the Developer of any obligations they might have thereunder. The above notwithstanding, the Town hereby represents and acknowledges that the Property, Facility, and all uses specified herein shall not be subject to special permit review by the Town and, further, that the Town shall be obligated to provide host community agreements and letters of non-opposition to tenants of the Property under the terms and conditions set forth in this Agreement and related exhibits.

20. Indemnification:

Excluding any Claims (as herein defined) caused by the gross negligence or willful misconduct of the Town, VGG and the Developer shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees (collectively, the "Claims"), brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. VGG and the Developer agree, 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 with respect to any such claim, action, proceeding or demand.

21. Amendments/Waiver:

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

22. Headings:

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

23. Counterparts:

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

24. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

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

26. Third Parties:

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town, VGG or the Developer.

27. Impact of Material Adverse Condition

If, on any single occasion, at any time after the tenth (10th) anniversary of the first Development Fee Payment made to the Town, any material change in the competitive environment results in a substantial decrease in EBITDA generated by the Facility (as reflected in the financial statements of the Developer) (a "Material Adverse Condition" or "MAC"), then the Developer shall be entitled to deliver written notice of such MAC to the Town ("MAC Notice"), and the Town agrees to engage in good faith negotiations with the Developer in an effort to confirm and ameliorate the impact of the MAC by modifying the Annual Development Fee Payment on a going forward basis. The parties agree to commence such good faith negotiations within thirty (30) days of the date of the Developer's notice and to conclude such good faith negotiations within ninety (90) days of the date of such notice, unless extended by the mutual consent of the parties. The Developer agrees to provide to the Town such reasonable documentation supporting the existence of the MAC as the Town may reasonably request and to pay for the Town to retain accountants or other financial experts to review such documentation and advise the Town with respect to the Developer's claim of a MAC.

If the parties are unable to reach a mutually acceptable resolution within the 90-day period provided, then upon written demand by the Developer, the parties shall engage in binding arbitration. In any such binding arbitration, the arbiter shall be directed in the first instance to determine whether or not the MAC exists (the burden of proving which shall be on the Developer) and then, if so, what adjustment to the Annual Development Fee Payment should be imposed to ameliorate such MAC, provided that such adjustment shall not result in a reduction of the Annual Development Fee Payment by more than forty percent (40%) of the amount of such payment in the year immediately preceding the MAC Notice. Any reduction as determined by the arbiter(s) shall be effective from and after the date of such determination. Within 30 days after the Developer's notice of demand for arbitration, the parties shall jointly identify an acceptable arbiter; provided, that if the parties are unable to agree on a single arbiter, then each shall select one arbiter, and those two arbiters shall select a third arbiter who, together with the first two arbiters shall sit as a panel. The Developer shall be responsible for all fees, costs and expenses of such arbiters and the reasonable counsel and expert fees, costs and expenses of the Town incurred in connection with such arbitration. The Developer shall be entitled to exercise the provisions of this Section on only one occasion.

If as a result of the foregoing process, the Developer is granted a reduction in the Annual Development Fee Payment, upon a reversal of the condition giving rise to the MAC, as reasonably determined by the Town in good faith, the Town shall be entitled to deliver written notice of such reversal to the Developer, and the Developer agrees to engage in good faith negotiations with the Town in an effort to confirm the existence of such reversal and restore in whole or in part any prior reductions in the Annual Development Fee Payment, to the extent warranted by such reversal. The parties agree to commence such good faith negotiations within thirty (30) days of the date of the

Town's notice and to conclude such good faith negotiations within ninety (90) days of the date of such notice, unless extended by the mutual consent of the parties. The Developer agrees to provide to the Town such reasonable documentation supporting the continued existence, extent and effect of the MAC as the Town may request, and the Town agrees to provide to the Developer such reasonable documentation supporting the reversal of the MAC as the Developer may request. If the parties are unable to reach a mutually acceptable resolution within the 90-day period provided, then upon written demand by the Town, the parties shall engage in binding arbitration in accordance with the standards set forth above. It shall be the Developer's burden in such proceeding to demonstrate that the MAC continues to warrant the reduction in the Annual Development Fee Payment. The Town shall be entitled to exercise the rights described in this paragraph no more frequently than once every twelve (12) months.

28. Assignment of Developer's Interests.

It is acknowledged and agreed that Developer, at the time it acquires the Property, may cause a single purpose real estate entity (the "**Title Entity**") to be formed to take title to the Property. At such time, the Developer shall convey all of its right, title and interest in this Agreement to the Title Entity and such Title Entity shall assume all the obligations of Developer arising hereinduer.

[Signature Page to Follow]

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

TOWN OF CHARLTON:

Board of Selectmen

John P. McGrath, Chairman

Deborah B. Noble, Vice-Chairperson

Karen A. Splewak, Clerk

David M. Singer, Member

Joseph J. Szafarowicz, Member

VALLEY GREEN GROW, INC.:

By: _____
Jeffrey Goldstein, Its President
Duly Authorized

VALLEY GREEN GROW, LLC:

By: _____
Jeffrey Goldstein, Its Manager
Duly Authorized

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LIST OF SCHEDULES

Schedule	Description
2.G.a	Standard Form Non-Opposition Letter
2.G.b	Standard Form Host Community Agreement
6	Marijuana Retailer Host Community Agreement