

**HOST COMMUNITY AGREEMENT  
BETWEEN  
TOWN OF MARBLEHEAD, MASSACHUSETTS  
AND  
SEVEN LEAF SISTERS, INC.**

*November* This Host Community Agreement (this “**Agreement**” or “**HCA**”) is made on this 22 day of ~~October~~, 2021 (the “**Effective Date**”) by and between the Town of Marblehead, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, (the “**Town**”), and Seven Leaf Sisters, Inc., a domestic for-profit corporation, with a principal place of business located at 37 Gregory Street, Marblehead, MA 01945 (“**Seven Leaf Sisters**” or the “**Company**”). The Town and the Company are collectively referred to as the “**Parties**” and each as a “**Party**”.

**RECITALS**

**WHEREAS**, pursuant to 935 CMR 500.000 et seq. (the “**Adult Use Regulations**”) promulgated by the Massachusetts Cannabis Control Commission (the “**Commission**”), the Company intends to submit an application to the Commission (the “**Adult Use Application**”) for a license or licenses to operate a Marijuana Retailer and Manufacturer, as defined by M.G.L. c. 94G, § 1 (“**Marijuana Establishment**”), to be located at 385 Atlantic Avenue, Marblehead, Massachusetts (the “**Facility**”).

**WHEREAS**, this HCA shall also constitute the stipulations of responsibilities between the Town, as host community, and the Company, pursuant to M.G.L. c. 94G, § 3(d);

**WHEREAS**, the Company intends to provide certain benefits to the Town upon receipt of all required local approvals and the Commission’s licensure to operate the Marijuana Establishment in the Town;

**WHEREAS**, the Company and the Town agree that the Company’s Marijuana Establishment operation will impact Town resources in ways unique to such business and will uniquely draw upon Town resources such as the Town’s road system, public health services, law enforcement, fire protection services, inspectional and permitting services in a manner not shared by the general population and shall cause additional unforeseen impacts upon the Town;

**WHEREAS**, M.G.L. c. 94G, §3 (d) requires “that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center . . . .”; and

**WHEREAS**, the Adult Use Regulations require that the Company include in its Adult Use Application "documentation in the form of a single-page certification signed by the contracting authorities for the municipality and applicant evidencing that the applicant for licensure and host municipality in which the address of the adult-use Marijuana

Establishment is located have executed a host-community agreement specific to the adult-use Marijuana Establishment" (a "**Town HCA Certification**"). This HCA is intended to constitute the host-community agreement specific to the Company's proposed adult-use Marijuana Establishment in Marblehead, pursuant to 935 CMR 500.101(2)(b)(6).

## AGREEMENT

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this HCA and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, the Parties agree as follows:

1. **Community Impact Payments – Marijuana Establishment.**

a. ***Commitment to Make Community Impact Payments.*** The Company agrees to pay the community impact payments (the "**CI Payments**") specified in this paragraph 1 to the Town pursuant to M.G.L. c. 94G, §3(d) if the Company obtains a final license from the Commission to operate as a Marijuana Retailer or Marijuana Product Manufacturer at the Facility (a "**Marijuana License**"). No CI Payments will be due or payable unless the Company obtains one of the aforesaid licenses.

b. ***CI Payment Amount.*** The CI Payments, if due and payable pursuant to paragraph 1(a) above, shall be in the amount of three percent (3%) of the Gross Receipts received by the Company from sales made at the Facility of Marijuana, Marijuana Accessories and Marijuana Products ("**Covered Sales**"). "**Gross Receipts**" means the aggregate purchase price paid to the Company by customers and patients for Covered Sales, less the amounts of all refunds, credits, allowances, and adjustments made, and before sales, excise, and other taxes and before amounts collected for the CI Payments. This payment shall be in addition to any applicable local option tax accepted by the Town.

c. ***Down Payment.*** The Company agrees to make a down payment of \$25,000 to the Town within five (5) business days of its receipt of a provisional license(s) from the Cannabis Control Commission. The down payment will be a one-time payment and shall be credited toward any CI Payments that become due under this Agreement. If the Town determines that there are additional municipal expenditures required prior to commencement of operations, the Company shall make additional down payments up to a total of \$35,000 cumulatively, which again, shall be credited toward any CI Payments due under this agreement after operations commence. Prior to calling for the additional \$10,000, the Town shall provide the Company with written notice and documentation of the need for municipal expenditures ten (10) business days prior to the Company's obligation to fund the remaining \$10,000.

d. ***Schedule of Payments.*** The Company shall make quarterly CI Payments to the Town in an amount equal to three percent (3%) of all the Company's quarterly Gross Receipts from the Facility. The first quarterly CI Payment from paragraph 3a. above shall be made thirty (30) days following the close of the first quarter after commencement of operations. The Company agrees to make subsequent quarterly CI Payments thirty (30) days following the close of each subsequent quarter.

e. **Relocation.** In the event of a relocation out of the Town, an adjustment of the CI Payment due to the Town shall be calculated based on the period of occupation of the Facility with the Town, but in no event shall the Town be responsible for the return of any CI Payment or portion thereof already provided to the Town by the Company.

f. **Documentation.** The Company shall maintain financial records on its Covered Sales made during the CI Period and, upon written request, the Company shall provide for review by the Town quarterly financial statements thirty (30) days following the end of each quarter.

g. **CI Payments Relative to Town Costs.** The Parties acknowledge the difficulty in computing actual cost to the Town as a result of the unique impacts of the Marijuana Establishment and agree that three percent (3%) of Gross Receipts is a reasonable approximation of actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary. The Company acknowledges and agrees that the Town is under no obligation to use the CI Payments in any particular manner.

h. **No Contest of Local Taxes.** At all times during the CI Period, the real and personal property and automobiles, if any, located in the Town of Marblehead, Massachusetts, owned or operated by the Company, shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and automobile tax laws and regulations. All applicable real estate, personal and excise taxes due to the Town for that property shall be paid either directly by the Company or by its landlord for such locations within the Town of Marblehead, Massachusetts, and the Company for such locations within the Town of Marblehead, Massachusetts may not object or otherwise challenge the taxability of such real or personal property and automobiles in accordance with this paragraph. In the event the Company's landlord objects, the Company agrees to remit the full amount of tax. Further, the Company will remit payment of the local Marijuana Sales tax for all sales in Marblehead in the event such sales are taxable. Notwithstanding anything herein to the contrary, nothing in this HCA shall prohibit the Company from challenging the fair cash value of all real and personal property, as assessed by the Town, pursuant to an abatement application or otherwise.

i. **Other Payments.**

i. **Water and Sewer Charges:** The Company anticipates that it may make annual purchases of electricity, water and sewer services from local government agencies. The Company will pay any and all fees associated with the local permitting of the Marblehead Marijuana Establishment.

ii. **Permit and Connection Fees:** The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's

building permit fee and other permit application fees, electric, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.

iii. Police or Fire Details: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the need for police or fire details, if said details are deemed necessary by the Police Chief or the Fire Chief. The Company will pay any and all fees associated with such details. Any costs to hire police or fire details shall be credited toward the CI Payment as costs that are reasonably related to the Company's operation of a Marijuana Establishment at the Facility.

iv. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting or legal costs and fees related to any land use applications concerning the Facility, negotiation of this HCA and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants, including peer review costs, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.

v. Other Costs: The Company 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 and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees. Provided, however, that any upfront payment for such fees and costs shall be offset against the annual CI Payment.

j. ***Late Payment Penalty.*** The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due; the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty of 5% on the outstanding funds subject to an interest rate of 1.5%, compounding monthly, on the total amount of the outstanding payment and penalty. The penalties set forth herein shall be separate and apart from other penalties set forth in this Agreement.

2. **Nonpayment of taxes.** CI Payments are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town of Marblehead licensing authority may deny, revoke, or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Tax Collector of individuals delinquent on their taxes and/or water bills. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity

for a hearing not earlier than 14 days after said notice.

3. **Traffic & Parking Study.** The Company shall submit a traffic and parking impact study and traffic and parking mitigation plan to the Board of Selectmen no later than four (4) months prior to commencement of operations. The Town may elect, in its unfettered discretion, to engage an engineer to conduct a peer review of such plan. The Company agrees to implement the mitigation measures as directed by the Board of Selectmen in consultation with the Peer Review engineer to mitigate traffic and parking concerns set forth in said traffic and parking study and the Town's peer review of said traffic and parking study.

4. **Odor Control.** The Company agrees to contain all marijuana related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. The Company shall provide the Board of Selectmen with an odor control plan no later than four (4) months prior to commencement of operations. Said odor control plan shall be reviewed and approved by an expert selected by the Town at its sole discretion. The cost of said review by the Town's expert shall be borne by the Company. The Company agrees to implement the mitigation measures as directed by the Board of Selectmen in consultation with the Peer Review engineer to mitigate odor control concerns set forth in said odor control plan and the Town's peer review of said odor control plan. Any complaints received by the Town concerning odors that are detectable at abutting properties must be addressed thoroughly and expediently by the Company as may be required by the Town or the Town's Board of Health.

5. **Design Review Board.** Prior to the Company's submission of any architectural plans/elevation to the Cannabis Control Commission's architectural review staff, the Company agrees to submit plans to the Design Review Board, which shall review exterior plans and the Company shall adapt its plans to comply with the restrictions imposed by said Board.

- a. **Improvements to the Facility Site.** The Company agrees to comply with all laws, rules, regulations, and orders applicable to the Facility, 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. The Company agrees that any and all exterior improvements to the property shall be consistent with the surrounding properties.
- b. **Floor Plan & Elevations.** The Company shall submit a floor plan detailing the layout of its retail and manufacturing operations prior to submitting an Architectural Review Request Form to the Cannabis Control Commission. The Company shall adhere to the specifications of said plan. Changes to the exterior of the building shall comply with the elevations submitted to the Board of Selection Deviation from the location or layout of the floor plans or design as shown in the elevations requires written approval of the Board of Selectmen. Said plans are incorporated herein by reference.
- c. **Signage.** The Company has submitted a sign plan and shall adhere to the specifications set forth in said plan. Deviation from the location or layout of the

floor plans or design as shown in the elevations requires written approval of the Board of Selectmen. Said plans are incorporated herein by reference.

6. **Hours of Operation.** The Company's days and hours of operation shall be Monday through Sunday 10:00 AM – 9:00 PM.

7. **Payment as Condition of Operation, Default and Remedy.** Payment as set forth above is necessary for the Company's continued operation in the Town. Failure to make the required payments as scheduled and a failure to cure the failure to pay within 10 days of the due date, shall constitute default of this Agreement and may serve as cause for the Town's immediate review, upon 10 business days' notice to the Company by the Board of Selectmen. The Company shall be in default of this Agreement if any of the following occur:

- a. The Company fails to make the required payments pursuant to Paragraph 3 above, and such failure is not cured within ten (10) business days of written notification from the Town; or
- b. The Company breaches any other provision of this Agreement, and such failure is not cured within thirty (30) days of written notification from the Town.

As remedy for any such default, the Town may, among other remedies, revoke or limit the permission of the Company to operate in the Town and to issue an order to cease and desist with all operations upon such written notice from the Town. Payment means any payment paid from the Company to the Town pursuant to the terms of this Agreement. The Town's costs of enforcing against any such default, including the Town's attorneys' fees, shall be paid by the Company.

8. **Term and Termination.**

a. ***Term.*** The Term of this Agreement shall be five (5) years from the Effective Date (the "**Term**"), provided however, the provisions for payment under paragraph 1 herein, shall survive until the last payment has been remitted to the Town.

b. ***Termination.*** This Agreement shall terminate and be null and void, and the Company shall be required to cease operations as a Marijuana Establishment in the Town of Marblehead following the termination of this Agreement, if any of the following occurs:

i. if the Company ceases all Marijuana Establishment operations in the Town of Marblehead for a period in excess of six (6) consecutive months;

ii. if the Company loses or has its Marijuana license(s), approvals, and/or permits to operate in the Town of Marblehead revoked by the Commission or the Town for a period longer than six (6) consecutive months;

iii. noncompliance with the terms hereof or the obligations

contained herein, including as set forth in paragraph 4 above, subject to the cure provisions set forth in paragraph 4;

iv. noncompliance with local law or noncompliance with state law as determined by the Commission or another applicable authority, , and such failure is not cured within thirty (30) days of written notification from the Town or other state or local authority.

c. **Renewal.** The Parties agree to renegotiate or renew this Agreement prior to the end of the Term. Upon payment of the final CI Payment due pursuant to paragraph 1 herein, the Parties further agree to renegotiate the terms and payments due under Paragraph 1 to the extent permissible by law.

9. **Community Support – Marijuana Establishment.**

a. To the extent such practice and its implementation are consistent with federal, state, and local laws and regulations and the Company’s quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods (other than Marijuana and Marijuana Products) and services for the construction, maintenance and operation of the Company’s business at the Marblehead Marijuana Establishment;

b. Except for senior management, to the extent such practice and its implementation are consistent with federal, state, and local laws and regulations and the Company’s quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire local qualified residents at the Marblehead Marijuana Establishment; and

c. As a component of the Company’s Positive Impact Plan, the Company agrees to provide at least forty (40) paid volunteer hours per year to assist the community, which hours may be utilized for programs or services as may be determined by the Board of Selectmen, including but not limited to community educational programs on public health and drug abuse prevention, and prevention programs that address youth marijuana use, community cleanups, working to support the nonprofit organizations, or other programs benefiting the community at large, specifically including youth or senior programs.

10. **Town Obligations.** The Town agrees: to provide to the Company (or directly to the Commission or other applicable governmental authority (the “**Licensing Authority**”), if so requested by the Licensing Authority) all documentation and information required or requested by the Licensing Authority from the Town in connection with the Company’s Adult Use Marijuana Application and any licenses requested or issued thereunder and to participate and cooperate (to the extent reasonably requested by the Company or the Licensing Authority) in the Licensing Authority’s licensing process as it relates to the Company’s Adult Use Marijuana

Application and such licenses, such documentation, information, participation and cooperation to be provided by the Town on a timely basis and so as not to adversely affect the Commission's evaluation and decision on the Company's Adult Use Marijuana Application. The Town agrees not to oppose the Company's Adult Use Marijuana Application, but the Town makes no representation or promise that it will act on any other license or permit request from the Company in any particular way other than by the Town's normal and regular course of conduct and in accordance with its codes, rules, and regulations and any statutory guidelines governing them. Without limiting this paragraph, within ten (10) business days after the Effective Date, the Town will execute a Town HCA Certification as prepared by the Company according to the applicable requirements of the Commission.

11. **Security, Reporting and Emergency Contact.**

(a) **Prevention of Diversion.** The Company 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 sales commencement date. Such plan will include, but is not limited to, (i) training employees to be aware of, observe, and report any unusual behavior in the Company's Marijuana Establishment employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) utilizing seed-to-sale tracking software to closely track all inventory. Failure to adhere to such plan following written notice of such failure shall constitute a default of this Agreement. In all such circumstances, the Company, shall be permitted thirty (30) days to cure any such failure.

(b) ***Security.*** The Company shall maintain security at the Facility at least in accordance with the security plan which will be submitted by the Company to the Marblehead Police Department for approval. Approval of such security plan by the Marblehead Police Department is a requirement for the opening of the Marblehead Marijuana Establishment. In addition, the Company shall at all times comply with all local applicable laws and regulations regarding the operations of the Marblehead Marijuana Establishment.

(c) ***Reporting.*** The Company will report any and all incidents to local law enforcement authorities as required pursuant to 935 CMR 501.000 and permit local law enforcement authorities access to the Facility as required pursuant to 935 CMR 501.000.

(d) ***Emergency Contact.*** The Company shall provide to local law enforcement authorities the name, phone number and address for a person responsible for operations who may be contacted after hours; said contact person shall have been registered successfully by the Commission pursuant to 935 CMR 501.030. Said contact information shall be updated as necessary pursuant to 935 CMR 501.105(1)(c).

12. **Approval of On-Site Manager.** The Company shall provide to the Town, for review and approval, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the Company's marijuana establishments which submittal shall include authorization to perform a criminal history (CORI) check. Within thirty (30) days of



its receipt of the information set forth in 935 CMR.500.101(1)(b), the Town shall, in consultation with the Police Chief determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the Town denies such approval and the CCC has approved said on-site manager pursuant to the Regulations. Notwithstanding the foregoing, if the Town does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, the on-site manager of the Company's marijuana establishments shall be deemed approved by the Town. This approval process shall also apply to any change of on-site manager

13. **Community Impact Hearing Concerns.** The Company agrees to employ its reasonable best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any legally and scientifically valid, actionable concerns or issues that may arise through its operation of the Facility, including, but not limited to all reasonable concerns or issues raised at the Company's required Community Outreach Meeting and received during the Board of Selectmen's Public Comment Period with regard to this application/proposal relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed by the Police Chief.

14. **No Shared Premises.** Subject to approval by the CCC and any and all other local boards, committees or commissions with jurisdiction, the Facility shall not share any portion of the premises with any other tenant of the building located at 385 Atlantic Avenue, Marblehead, Massachusetts, maintaining full and secure separation therefrom. This includes but is not limited any common bathrooms, areas of ingress or egress, community or break rooms. The Facility shall be secured from access by permanent walls and exterior grade doors. The extent of the Facility is shown on the floor plan attached hereto as Exhibit A and any deviation from the physical space outline more particular described and shown in Exhibit A shall require review and approval by the Board of Selectmen and the Cannabis Control Commission prior to effectuating any such physical change to the space that the Facility occupies at 385 Atlantic Avenue, Marblehead, Massachusetts.

15. **On-Site Consumption Prohibited.** The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Facility.

16. **Limitation on Operations.** The Company acknowledges and agrees that this Agreement covers the operation of the Facility as a Marijuana Retailer and Product Manufacturer and no other business enterprise, including the delivery of Adult Use Marijuana by the Company, shall be undertaken at the Facility absent express agreement of the Town.

17. **Location of Operations.** The Parties acknowledge and agree that the location of the operations is an essential element of the agreement set forth herein. Change of location shall not be permitted absent express written approval by the Town in its sole and unfettered discretion.

18. **Closure and Clean-Up.** In the event the Company ceases marijuana operations at the Facility, the Company shall remove all materials, Marijuana, Marijuana Products, equipment, and other paraphernalia (“**Marijuana Materials**”) within thirty (30) days of ceasing operations. To ensure the same, the Company shall provide documentation of a bond or other resources held in an escrow account, naming the Town on such bond or other resource, which may be the same as provided to the Commission required for licensure, to support the dismantling and winding down of the Marijuana Establishment. The parties acknowledge that the failure to remove Marijuana Materials in their entirety and within the timeframe set forth as set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate and shall pay liquidated damages in the amount of \$50,000 for failure to complete the same if the bond or other resource cannot be called or utilized.

19. **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.

20. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Agreement. These recitals are true and correct, and the parties are bound thereby. By signing this Agreement, the Company and the Town acknowledge reading, understanding, and agreeing to all of these recitals.

21. **Assignment.** The Company shall not assign or transfer this Agreement, in whole or in part, or grant any license, concession or permission therein without 30 days’ prior written notice of its intent to do so and approval of the Board of Selectmen, which approval shall not be unreasonably withheld. If this Agreement shall be so assigned or transferred, the Town shall be entitled to receive payments from such assignee or transferee. No such assignment or transfer shall be deemed a waiver or release of the assignee or transferee from full performance hereunder, and the Agreement shall be binding upon any such assignee or transferee. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

22. **Severability.** If under applicable Massachusetts law any term of this HCA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such illegality, invalidity or unenforceability; all other terms of this HCA will remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term will be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term. If application of the preceding sentence should materially and adversely affect the economic substance of the transactions contemplated by this HCA, the Parties shall negotiate in good faith amendments to this HCA so as to result in neutral economic impact to either Party.

23. **Notices.** All notices or other communications under this HCA shall be in writing and addressed as follows and will be deemed delivered upon actual receipt if actual receipt is on a business day and otherwise on the first business day after such receipt:

**TOWN:**

Town of Marblehead  
Abbot Hall  
188 Washington Street  
Marblehead, MA 01945  
Attention: Jason Silva  
Town Administrator

**COMPANY:**

Seven Leaf Sisters, Inc.  
37 Gregory Street  
Marblehead, MA 01945  
Attention: Angela Arena Foster  
President

24. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and may only be enforced in a Massachusetts State Court of competent jurisdiction. The parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

25. **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 the Town or the Company.

26. **Waiver.** The obligations and conditions set forth in this Agreement may be waived only in writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

27. **Retention of Regulatory Authority.** By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in the Town.

28. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the Massachusetts Attorney General or the Cannabis Control Commission (if given enforcement powers by the Massachusetts Legislature), the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected. The Town and the Company agree to negotiate in good faith any term that is determined to be illegal, otherwise invalid, or incapable of being enforced to a mutually agreeable term that is legal, valid and enforceable.

29. **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.
30. **Amendment.** This Agreement may only be amended by a written document duly executed by the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Company.
31. **Modifications.** Modifications to this Agreement may only be effective if made in writing and signed by both parties hereto.
32. **Headings.** The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
33. **Counterparts.** This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
34. **Signatures.** Facsimile or electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.
35. **Binding.** This HCA is binding upon the Parties and their respective successors and permitted assigns.
36. **No Presumption as to Drafter.** This HCA will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
37. **Counterparts.** This HCA may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.
38. **Copies.** 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, this Agreement has been executed and delivered as of the Effective Date, as a sealed instrument by the Company's duly authorized officer, and by the Town of Marblehead, by and through its Board of Selectmen indicating agreement to the terms set forth in this Agreement.


**THE TOWN OF MARBLEHEAD**


By its Board of Selectmen:

  
\_\_\_\_\_  
Jackie Belf-Becker, Chair

  
\_\_\_\_\_  
James E. Nye, Member

  
\_\_\_\_\_  
M. C. Moses Grader, Member

  
\_\_\_\_\_  
Alexa J. Singer, Member

  
\_\_\_\_\_  
Erin M. Noonan, Member

**SEVEN LEAF SISTERS, INC.**

By its President:

  
\_\_\_\_\_  
Angela Arena Foster, President