

**TOWN OF BURLINGTON**  
**AND MISSION MASSACHUSETTS, INC.**  
**COMMUNITY BENEFIT AGREEMENT**

THIS COMMUNITY BENEFIT AGREEMENT (“AGREEMENT”) is entered into this 25th day of September, 2015 by and between Mission Massachusetts Inc., a Massachusetts not-for-profit corporation with a principal office address of 369 Elm Street, Concord, MA 01742 (“the Company”), and the Town of Burlington, a Massachusetts municipal corporation with a principal address of 29 Center Street, Burlington, MA 01833 (“the Town”), acting by and through its Town Administrator.

WHEREAS, the Company wishes to locate a Registered Marijuana Dispensary (“RMD”) dispensing facility (but not a cultivation or processing facility) in the Town in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health (“DPH”); and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives a license from the DPH to operate an RMD dispensing facility (the “DPH License”) and receives all required local permits and approvals;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company offers and the Town accepts this Agreement in accordance with G.L. c.44, §53A, and the Company and the Town agree as follows:

1. The Company agrees to make a donation to the Town, in the amounts and under the terms provided herein (the “Funds”). The Treasurer of the Town shall hold the Funds in a separate gift account, to be expended by the Board of Selectmen without further appropriation pursuant to G.L. c.44, §53A, for the purposes of addressing the potential health, safety, and other effects or impacts of the RMD dispensing facility on the Town and on municipal programs, services, personnel, and facilities. The Funds shall be used at the Town’s sole discretion, as determined by the Board of Selectmen.

2. The Company shall pay to the Town the following sums:

(a) In the pre-opening phase and the first year of operation:

(i) The sum of \$100,000, consisting of four payments of \$25,000 each at the following milestones: (1) the issuance of the DPH Provisional License; (2) the receipt of all required local permits and approvals; (3) the commencement of sales at the RMD dispensing facility in the Town; and (4) three months after the commencement of sales; plus,

- (ii) 1.25 percent of gross sales revenue during the first year of operation, to be paid within 90 days after the end of the first year of operation.
- (b) In the second year of operation:
  - (i) The sum of \$100,000, consisting of four payments of \$25,000 each, to be paid at three-month intervals, plus
  - (ii) 1.25 percent of gross sales revenue during the second year of operation, to be paid within 60 days after the end of the second year of operation.
- (c) In the third and succeeding years of operation: 3.0 percent of gross sales revenue in each year of operation, to be paid on a quarterly basis within 60 days after the end of each quarter; provided, that the total amount paid per year of operation shall not be less than \$250,000 per year of operation.

3. In the event that the Company enters into a community benefit agreement with another municipality in the Commonwealth of Massachusetts that contains financial terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

4. In the event that the Town enters into a community benefit agreement with another RMD, the parties shall reopen this Agreement and negotiate an amendment only as it pertains to the impact on the guaranteed amounts or minimums in Section 2.

5. While the purpose of this gift is to assist the Town in addressing any public health, safety and other effects or impacts the RMD dispensing facility may have on the Town, the Town may expend the above-referenced payments at its sole and absolute discretion.

6. The provisions of this Agreement shall be applicable as long as the Company operates a RMD dispensing facility in the Town, pursuant to a license issued by DPH, subject to the provisions of Paragraph 11, below.

7. The Company, in addition to any funds specified herein, shall annually contribute to public charities in the Town an amount no less than Twenty Thousand Dollars (\$20,000.00), said charities to be determined by the Company in its reasonable discretion.

8. The Company agrees to provide staff to participate in Town-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with Town public safety departments.

9. The Company will make efforts to hire qualified employees who are Town residents.

10. The Company agrees that the value of the real property of the RMD dispensing facility shall be treated as taxable and the Company shall not object to or otherwise challenge the taxability of such real property, but reserves any rights it might have with respect to the valuation of same. The Company, to the extent that it maintains its classification as a non-profit organization pursuant to applicable Massachusetts law, shall be exempt from the payment of taxes on personal property to the same extent as similar organizations and facilities operating within the Town.

11. The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining the DPH License for operation of a RMD dispensing facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate a RMD dispensing facility in the Town.

12. 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 for the RMD dispensing facility to operate in the Town, or to refrain from enforcement action against the Company and/or its RMD dispensing facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

13. This Agreement applies solely to the operations of the RMD dispensing facility in accordance with the DPH License. If, during the term of this Agreement, it becomes permissible under Massachusetts law for the Company to sell or distribute marijuana at the RMD dispensing facility for purposes other than those initially authorized by the DPH License, the parties shall renegotiate the terms of this Agreement, including (but not limited to) increasing the amount of the payments to be made to the Town, in recognition that the additional purposes of the RMD dispensing facility may have greater impacts and effects on the Town with an understanding that any such renegotiation will need to comply with Massachusetts law. In no case shall the payments be reduced from the amounts specified in Paragraph 2 of this Agreement unless necessary to comply with rules enacted or amended by the Commonwealth of Massachusetts.

14. The Company shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town.

15. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.

16. The Company agrees to comply with all laws, rules, regulations and orders applicable to the RMD dispensing 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 not to assert or seek exemption as an agricultural use under the provisions of G.L. c.40A, §3 from the requirements of the Town's Zoning Bylaws.

17. Any and all notices, 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, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

18. 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 validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.


20. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town 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.


21. This Agreement shall also be null and void in the event that the Company shall not locate a RMD dispensing facility in the Town or shall relocate such RMD dispensing facility out of the Town. In the case of any relocation out of the Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of occupation of the RMD dispensing facility within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company.

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

TOWN OF BURLINGTON

MISSION MASSACHUSETTS, INC.

  
By: John Petrin  
[print name]

  
By: Andrew Thut  
[print name]

Its: Town Administrator

Its: Chief Executive Officer