

# City of Fitchburg

FITCHBURG CITY CLERK

2018 APR 10 PM 3:08

In City Council, \_\_\_\_\_

ORDERED:-- That

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "Act") and its implementing regulations at 105 CMR 725.000 et seq. (the "Regulations"); and

WHEREAS, the City does not oppose the establishment of a lawful Medical Marijuana cultivation, processing and/or dispensary facility within the City of Fitchburg for a period beginning on the date in the first paragraph of this Agreement and ending on termination as provided herein; and

WHEREAS, the Company has identified a site and wishes to locate a Medical Marijuana cultivation and processing facility and dispensary at 307 Airport Road, Fitchburg, Massachusetts (the "Facility") in accordance with the Regulations issued by the Commonwealth of Massachusetts Department of Public Health (the "DPH"); the Parties agree that the site at 307 Airport Road, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals; and

WHEREAS, the Company may wish to operate a Marijuana Establishment for the cultivation, manufacturing and dispensing of marijuana and marijuana products as authorized by G.L. c. 94G if such operation is authorized and permitted by the City;

WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the letter of non-opposition which has been executed in reliance on the promises made herein; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred as a result of the City's acts and omissions in reliance on the promises contemplated by the parties; and

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same; and

NOW THEREFORE, IT IS ORDERED that in order to address the impacts sustained by the city in connection with the siting the facility, the company offers the attached Community Host Benefit Agreement for Medical Marijuana Cultivation, Processing and Dispensary Facility and the City accepts this Agreement in accordance with G.L. c. 94G §3(d);

NOW THEREFORE, IT IS FURTHER ORDERED AND VOTED that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and behalf of said City to execute and deliver any and all documents and take any and all acts necessary, convenient, and helpful to facilitate and execute the agreement and site the facility.

**CITY OF FITCHBURG AND GARDEN REMEDIES, INC.**  
**COMMUNITY HOST BENEFIT AGREEMENT FOR**  
**MEDICAL MARIJUANA CULTIVATION FACILITY**

This Community Host Benefit Agreement (the "**Agreement**") is entered into this 1 day of April, 2018, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "**City**") and Garden Remedies, Inc. (the "**Company**"), a Massachusetts nonprofit corporation with an address of 697 Washington Street, Newton, MA 02458.

**WHEREAS**, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "**Act**") and its implementing regulations at 105 CMR 725.000 et seq. (the "**Regulations**"); and

**WHEREAS**, the City does not oppose the establishment of a lawful Medical Marijuana cultivation facility within the City of Fitchburg for a period beginning on the date in the first paragraph of this Agreement and ending on termination as provided herein; and

**WHEREAS**, the Company currently operates a Medical Marijuana cultivation and processing facility at 307 Airport Road, Fitchburg, Massachusetts (the "**Facility**") in accordance with the Regulations issued by the Commonwealth of Massachusetts Department of Public Health (the "**DPH**") which the City considers a legally preexisting nonconforming use; the Parties agree that the site at 307 Airport Road, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

**WHEREAS**, the Company wishes to expand its current Medical Marijuana cultivation and processing operations within the current property boundaries of the premises leased or owned by the Company; and

**WHEREAS**, the Facility is located in a zoning district that allows such use by right or by local permitting; and

**WHEREAS**, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals; and

**WHEREAS**, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to a letter of non-opposition which has been executed in reliance on the promises made herein; and

**WHEREAS**, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

**WHEREAS**, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary.

**WHEREAS**, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred as a result of the City's acts and omissions in reliance on the promises contemplated by the parties;

**WHEREAS**, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

**NOW THEREFORE**, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

- a. The Company agrees to pay an impact fee to the City, in the amounts and under the terms provided herein ("Impact Fee"). The Treasurer of the City shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d). The purpose of the Impact Fee is to alleviate the impacts from the siting of the Facility within the City. The Parties have reviewed the various costs and impacts to the City of the siting and operation of the Facility. After review, the Parties agree that the Impact Fee listed herein is directly proportional and reasonably related to the costs and other impacts imposed upon the City by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true measure of the costs and other impacts experienced by the City. The parties agree that siting this and similar facilities can have costs and impacts including, but not limited to, a) the perpetuation of a negative perception of the City, b) an increased impact on the health and security of its Citizens, c)

an increased impact on the roads and public services of the City, d) increased administrative and compliance costs, e) increased regulatory and inspectional services. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic issues facing the City; to support substance abuse education, prevention, treatment, and housing; to repair or improve the City's infrastructure and utility services; to increase public health and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with the Company (except as otherwise provided for herein); and all other costs incurred in connection with the recited impacts. This Impact Fee has been calculated without reference to legal fees associated with the negotiation, drafting and execution of this Agreement. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

- b. The Company shall cooperate in supplying any documentation requested by the City as to itemization of any impact of siting the Facility within the City, upon the City's request.
  - c. The Company agrees that the Impact Fee and this Agreement shall be applicable to the entirety of its operations at the Facility, despite the fact that some operations at the Facility predate this Agreement, and hereby agree to waive any objection to the applicability of the terms of this Agreement, specifically including but not limited to the Impact Fee, on such basis.
2. Term: The term of this Agreement shall begin on the date of final execution by all parties and approval by the Fitchburg City Council, as the parties agree that the Final Certificate of Registration has already been issued by the DPH (the "**Commencement Date**") and shall terminate on the earliest of:
- a. Any date in which any DPH or local license or permit is revoked, rescinded or expires without having been renewed; or
  - b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or
  - c. Upon termination by the Company pursuant to Section 15 hereof provided all payments due hereunder have been made.

- d. Regardless of the reason for termination, upon termination the next Annual Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the "Final Annual Payment"). The Company shall pay the Final Annual Payment to the City within thirty (30) days after the date of termination.
        - e. The Agreement shall continue until termination even if payment of the Annual Fee ceases pursuant to requirement of law. The parties acknowledge that the terms of G.L. c. 94G §3(d) apply to this Agreement.
3. The term "Gross Sales" as used in this Agreement shall mean the grand total of all sales transactions without any deductions included in the figure. This definition shall include but not be limited to sales of marijuana, marijuana infused products, marijuana accessories, and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c. 94G §1 or 105 CMR 725.004, and any other merchandise or product sold by the Company, cultivated, processed or sold from or through the Facility ("Goods"). The term "Gross Internal Sales" as used in this Agreement shall mean all Gross Sales occurring through transfers of Goods cultivated or processed at the Facility to a Medical Marijuana Treatment Center (RMD), Marijuana Retailer, or other facility wholly owned by the Company without compensation, and such Sales shall be valued at the price paid when such Goods are sold to any Qualified Patient or retail customer. The definition of "retail customer" and other terminology related to non-medical marijuana shall be clarified by memorandum between the Parties to be executed upon commencement of non-medical marijuana operations by the Company.
4. The Company shall forward to the City the following amounts as the Impact Fee:
  - a. One and one-quarter (1.25%) Percent of Gross Sales, excepting therefrom Gross Internal Sales, and One (1%) Percent of Gross Internal Sales, calculated for the twelve (12) month period following the Commencement Date and each anniversary thereof (the "Annual Payment").
  - b. The Company shall make the Annual Payment in equal quarterly installments every three months, with each payment due on the 30<sup>th</sup> day following the end of the three month period. At the option of the Company, the due date may be amended once, by written request, to align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.
  - c. In the City's sole discretion, it may direct the Company to provide some

services or materials on account of the amounts specified herein (the “Services”). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City, and the City shall credit the Annual Payment in said amounts. Notwithstanding the foregoing, the Company shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the same.

- d. To the extent that the Annual Payment is limited by the law of the Commonwealth of Massachusetts at the time the Annual Payment is due to an amount less than that specified in this Agreement, the Annual Payment shall be decreased to the maximum amount permissible.
  - e. The company shall be required to make the Annual Payment for the maximum period of time provided for by law, as the same may be modified from time to time. At the conclusion of this period the parties shall enter into a new agreement for an Impact Fee, unless otherwise prohibited by statute or regulation. Until a new agreement is reached, the current fee will remain in force and effect. Nothing in this provision will prevent the parties making any retroactive adjustment should the Impact Fee be increased or decreased in any future agreement.
5. The Company, in addition to any Services or Funds specified herein, shall establish a board within the Company (the “**Community Relations Board**”) with oversight authority over, to the extent the same is controlled by the Company, the site plan, the signage and appearance of the Facility; provided, however, nothing herein shall prevent the DPH from having final approval over the Community Relations Board’s oversight.
- a. The Community Relations Board shall be funded by the Company and have the authority to make a gift or grant of funds, goods and/or services on behalf of the Company to local charities or to contribute to addressing the City’s needs. The Company shall fund the Community Relations Board in the amount of at least Five Thousand (\$5,000.00) annually, in excess of its obligation under any other agreement or portion of this Agreement, to make a meaningful contribution to local charities or the City’s needs. The first such funding shall occur on the first anniversary of the Commencement Date and subsequent funding will occur on each anniversary thereof.
  - b. The City’s needs and local charities shall be identified by the Community

Relations Board. Unless otherwise agreed by the parties, the Community Relations Board shall be comprised of a board of individuals numbering six (6) including three individuals appointed by the City's Mayor who shall serve as members with all of the rights including voting rights and none of the duties, and three others who are officers or directors of the Company. In the event of a tie or deadlock of the Community Relations Board the Mayor's most recent appointee's vote shall control. Each appointment shall be for a term of three (3) years. The Community Relations Board shall meet to identify needs and local charities and to make gifts or grants as aforesaid not less than twice per calendar year.

- c. Pursuant to the Regulations, any and all individuals associated with the Facility shall be subject to the requisite background checks. As such, all members of the Community Relations Board shall agree to submit to background checks with the DPH.
6. This Agreement and promises are contingent on the Company obtaining a Certificate of Registration from the DPH to operate a facility within the City, and the Company's receipt of any and all local approvals to locate, occupy and operate. The Parties acknowledge that the Company presently holds a Certificate of Registration from the DPH.
  7. This Agreement and promises are contingent on the City Council's acceptance of the Agreement pursuant to G.L. c. 94G §3(d) and of any gift or grant being received pursuant to M.G.L. c. 44 § 53A, or at the option of the City pursuant to any other law or assignment.
  8. The Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
  9. The Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit, nonagricultural business organization owning the real-estate



in which the Facility is sited (hereinafter known as the "Full Real Estate Tax"). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.

10. The Company agrees that jobs created at the Facility will be made available to City of Fitchburg residents. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.
11. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.
12. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereto, and any amounts specified above as Impact Fees, gifts or grants, including but not limited to Paragraphs 4 and 5, shall not constitute taxes or be creditable thereto.
13. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:
  - a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice;
  - b. the Company fails to obtain, and maintain in good standing, all necessary

local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;

- c. the Company ceases to operate a Facility in the City;
- d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for Thirty (30) days following written notice from the City;
- e. the Company fails to participate in the Community Relations Board, unless otherwise limited or prevented from doing so; and,
- f. DPH deems the Company has committed an event of default (as defined in the Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the DPH.

14. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

15. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

16. If the City terminates this agreement the Company shall:

- a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the Company does discontinue operation of the Facility in any event, it shall have no further obligations under Section 5 and 6 of this Agreement except

for the Final Annual Payment as set forth above;

- b. not be relieved of liability to the City for damages sustained by the City for personal injury or property damage;
  - c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;
  - d. pay all amounts due and reasonably anticipated to be due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;
  - e. provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement; and
  - f. cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.
  - g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.
17. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, negotiation and execution of this Agreement as required in paragraph 28 below.
18. In the event that the Company desires to relocate the Facility within the City of Fitchburg it must obtain approval of the new location by the City.
19. This agreement is entered into with the understanding that the Commonwealth has permitted cultivation, processing and distribution of marijuana for non-medical purposes. In the event the Company engages in this activity, then the terms of this agreement including but not limited to the calculation of Gross Sales, the Commencement Date, and Impact Fee and/or maximum gifts or grants due hereunder, preferential treatment due to the Company's status and all non-monetary provisions of the Agreement shall also include and govern all such activity and relate to both medical and all other marijuana until renegotiated as provided for herein. The parties shall

execute a subsequent memo clarifying the application of the terminology of this agreement to non-medical marijuana activities to conform to the regulations issued by the Cannabis Control Commission.

20. Non-Medical Marijuana: The Company, its successors, and assigns hereby agrees that it shall not engage in cultivating, selling or processing marijuana and marijuana products for non-medical marijuana purposes within the City as a Marijuana Establishment as defined in G.L. c.94G Section 1 ("Non-Medical Use"), unless and until the Company is permitted therefore by the City through any procedure the City may require. The parties have entered into this Agreement with the presumption, as set forth in Paragraph 19 above, that this Agreement shall serve as an acceptable host agreement for such Non-Medical Use for cultivation, processing and manufacturing. If the validity of this provision is affected in whole or in part by passage of future legislation by the Commonwealth of Massachusetts, then the parties shall renegotiate the terms of this Agreement as to Non-Medical Use or enter into a separate Agreement regarding Non-Medical Use, including but not limited to potentially increasing the amount of the payments to be made to the City, in recognition that the additional use may have greater impacts and effects on the City.
  
21. 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 the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to pay an Impact Fee and/or to make the gift or grant and that this obligation is supported by valuable consideration, or, at the City's option, that the City is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.
  
22. 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 following addresses:

The City: Vincent Pusateri  
City Solicitor  
Fitchburg City Hall  
166 Boulder Dr.  
Fitchburg, MA 01420

with a copy to:           A.J. Tourigny  
                                  Mayor's Chief of Staff  
                                  166 Boulder Dr.  
                                  Fitchburg, MA 01420

Company:                   Garden Remedies, Inc.  
                                  697 Washington Street  
                                  Newton, MA 02458

23. Subject to the final sentence of this Section, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company's assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.
24. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
25. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH and the Attorney General. The Company shall provide audited financial statements by a CPA firm approved by the City in the event that in the City's discretion the same is required as a result of a legitimate material question or controversy relative to the Company's financial disclosure. In the event that the Company's financial disclosures are consistent with the results of the audit then the City will pay all of the reasonable and necessary expenses incurred in connection with conducting the audit. Within thirty (30) days following one year after the Commencement Date and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors.
26. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the

Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.

27. The Company shall contribute Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties. The Parties agree that this fee for legal services associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility, and does not compromise any portion of the Impact Fee referred to above. Said fee is due and payable upon execution of the Agreement.
28. The Company shall 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.
29. 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.
30. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee, gifts, grants or Services received under this Agreement cannot be received pursuant to G.L. c. 94G §3(d), or pursuant to M.G.L. c. 44 §53A, or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the City shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority, or other charitable organization, unless ordered otherwise by a court of competent jurisdiction.
31. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.
32. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a medical marijuana cultivation facility, processing facility, or dispensary between the parties, and it shall not be modified or amended

except by a written document executed by the parties hereto. Except as provided for in writing, this Agreement has no effect on any other agreements which the parties may have entered into regarding any matter other than this medical marijuana cultivation, processing and dispensary Facility.

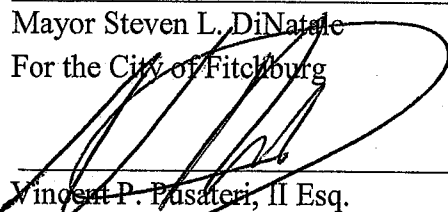
33. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.
34. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]

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

CITY OF FITCHBURG

\_\_\_\_\_  
Mayor Steven L. DiNatale  
For the City of Fitchburg

  
\_\_\_\_\_  
Vincent P. Fusateri, II Esq.  
Approved as to legal form:  
City Solicitor



COMPANY:

Garden Remedies, Inc.

By: Karen Munkag MD  
Title: President / CEO, Garden Remedies, Inc.

State of Massachusetts  
County of Middlesex

On this 1 day of April 2018, before me, the undersigned notary public personally appeared April (K) Karen Munkag and proved to me through satisfactory evidence of identification being  Driver's license or other state or federal government document bearing a photographic image;  Oath of affirmation of credible witness known to me who knows the above signatory, or  My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.

Notary Public: [Signature]

My Commission Expires: 11/25/2022

