

City of Fitchburg

FITCHBURG CITY CLERK

In City Council,

2019 MAR 28 AM 9:45

ORDERED:-- That

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, transportation and sale and use of marijuana for purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 935 CMR 500.000 et seq. (the "CCC Regulations"); and

WHEREAS, Stalk & Beans, Inc., LLC (the "Company") proposes to locate and operate a Marijuana testing laboratory facility at 143 John Fitch Highway, Fitchburg, Massachusetts (the "Facility") in accordance with the Regulations issued by the CCC; the Parties agree that the site at 143 John Fitch Highway, 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, when permitted to do so by law, the Company wishes to operate and use the Facility for marijuana transportation, as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; 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 opens and operates a lawful, authorized and permitted marijuana testing laboratory facility in the City; 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 the negotiation of this Agreement but excluding any zoning or permitting relief; 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 the Host Agreement are indeed a true measure of the remedy needed to compensate the City for the detriment incurred and the impact cost 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.

WHEREAS, in consideration of the foregoing, the Company offers the following and the City would accept this Agreement in accordance with G.L. c. 94G §3(d) upon approval of this City Council.

NOW THEREFORE, IT IS ORDERED that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and on 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 as attached or in form substantially similar thereto, and to site the facility as set forth above.

CITY OF FITCHBURG AND ACT LABORATORIES OF MASSACHUSETTS, LLC

COMMUNITY HOST BENEFIT AGREEMENT FOR

MEDICAL AND NON-MEDICAL MARIJUANA

INDEPENDENT TESTING LABORATORY

This Community Host Benefit Agreement (the "Agreement") is entered into this 8th__ day of March, 2019__, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "City") and ACT Laboratories Of Massachusetts LLC (the "Company"), a Massachusetts limited liability company with an address of record of 143 John Fitch Highway, Suite D, Massachusetts 01420.

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 935 CMR 500.000 et seq. (the "CCC Regulations"), as well as 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 Company proposes to locate and operate a Non-Medical Marijuana Independent Testing Laboratory at 143 John Fitch Highway, Fitchburg, Massachusetts (the "Facility") in accordance with the CCC Regulations; the Parties agree that the site at 143 John Fitch Highway, 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, when permitted to do so by law, the Company wishes to operate and use the Facility for a non-medical marijuana independent testing laboratory, as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

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

WHEREAS, the proposed Facility may in the future wish to operate and use the Facility for the same independent testing laboratory use as to medical marijuana, if permitted to do so by the Department of Public Health ("DPH"), by the CCC, or other regulatory authority

of appropriate jurisdiction, and if the Proposed Facility is at that time located in a zoning district that allows such medical marijuana 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 opens and operates a lawful, authorized and permitted non-medical marijuana and/or medical marijuana independent testing laboratory in the City; 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 the negotiation of this Agreement but excluding any zoning or permitting relief; 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 provisions hereof 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 and the impact cost 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.

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 need to promote a positive perception of the City to other residents, visitors and businesses, 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, police 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, police and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with this Agreement (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.
2. Term: The term of this Agreement shall begin on the date on which the Final License for an independent testing laboratory of medical or non-medical marijuana at the Facility is issued by the DPH, CCC or other regulatory authority (the "**Commencement Date**"), and shall terminate on:
 - a. Any date in which any DPH, CCC 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 Paragraph 14 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 Company shall forward to the City the following amounts as the Impact Fee:
- a. Five Thousand (\$5,000.00), due on the Commencement Date and due on each anniversary thereof (the "Annual Payment").
 - b. Unless the company requests a different payment schedule set forth in this agreement, the first Annual Payment shall be due within 30 days of the one-year anniversary of the Commencement Date. Thereafter, the Company shall make the Annual Payment in equal quarterly installments every three months, with each payment due on the 30th 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, so that the periodic payments hereunder shall align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.
 - c. The City and the Company may agree that the Company may provide certain services or materials in substitution 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 (provided that any reasonable cost related solely to obtaining said independent verification shall be credited to the Annual Payments required hereunder), 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 a five-year period commencing on the Commencement Date. At the conclusion of this five-year period, the parties may enter into a new agreement as to the amount of the Impact Fee.

4. INTENTIONALLY LEFT BLANK

- 5. This Agreement and promises are contingent on the Company obtaining a Final License from the CCC, the DPH or other regulatory authority to operate a medical or non-medical marijuana establishment within the City, and the Company's operation of a lawful, authorized and permitted Facility within the City.
- 6. 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 G.L. c. 44 § 53A, or at the option of the City pursuant to any other law or assignment.
- 7. If it at any time operates as a non-profit organization, 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.
- 8. If it at any time operates as a non-profit organization, 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.

9. The Company agrees that it will consider City of Fitchburg residents for jobs created at the Facility. 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.
10. 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.
11. 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 3 and 4, shall not constitute taxes or be creditable thereto.
12. 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 under section 14;

- 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. [this is not consistent with section 14 and should be deleted];
 - 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 [this needs to be defined], unless otherwise limited or prevented from doing so; and,
 - f. The DPH or CCC revokes the Company's license or denies the Company's application for renewal of its license (as provided in the DPH or CCC Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the DPH or CCC.
13. 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.
14. 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.
15. Upon termination of 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 Paragraphs 3 and 4 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, or any environmental impact caused by the operation of the Facility;
 - 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 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, including but not limited to security for any reasonable damages sustained by the City due to personal injury, property damage or environmental impact caused by the operation of the Facility; 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.
16. 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 Five Hundred (\$3,500.00) to the City's Legal Department for the meetings, the negotiation and execution of this Agreement as required in Paragraph 26 below.
17. 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.

18. The parties may execute a subsequent memo clarifying the application of the terminology of this agreement to medical or non-medical marijuana activities should changes in the regulations of the CCC or DPH require interpretation of this agreement. This agreement is entered into in recognition that impending changes in the DPH or CCC regulations as to medical marijuana may require the execution of this subsequent memo.
19. The Company, its successors, and assigns hereby agrees that it shall not engage in use as an independent testing laboratory for medical or non-medical marijuana and marijuana products within the City as a Marijuana Establishment as defined in M.G.L. c. 94G §1 ("Non-Medical Use"), unless and until the Company is so permitted by law and 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 18 above, that this Agreement shall serve as an acceptable host agreement for a non-medical marijuana independent testing laboratory or a medical marijuana independent testing laboratory, should the law permit an independent testing laboratory to service medical marijuana establishments. In order for the Company to operate the Facility as a Marijuana Retailer, a Marijuana Transporter, a Marijuana Cultivator, a Marijuana Manufacturer, or under any other type of marijuana license issued by the CCC, or as a medical marijuana entity under the DPH other than an independent testing laboratory, in recognition that the impacts may be greater, the Company must enter into a new Community Host Agreement with the City as required by M.G.L. c. 94G §3(d) and comply with all local ordinances.
20. 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.
21. 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: Jeffrey S. Nemeth
ACT Laboratories of Massachusetts, LLC
c/o ACT Laboratories, Inc.
617 E. Hazel Street
Lansing, MI 48912

22. Subject to the final sentence of this Paragraph, 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.
23. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
24. 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, the CCC, the Department of Revenue and the Attorney General. The Company shall provide audited financial statements by a CPA firm qualified to do business in the Commonwealth of Massachusetts 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. 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.

25. 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.
26. The Company shall contribute One Thousand Five Hundred (\$1,500.00) 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 and approval by City Council. The Parties agree that this fee is 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.
27. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement or the Laws of the Commonwealth of Massachusetts, either party shall be entitled to an award of attorney's fees in the event it prevails.
28. The Company shall bring no claim contesting the amount or validity of any payment made under the terms of this Agreement later than one (1) year after the date each payment is due under the terms hereunder, and shall bring no claim contesting the validity of this Agreement later than one (1) year after the Commencement Date; provided, however, that the Company may later bring such claims under a claim that this limitation has been equitably tolled as provided by the law of the Commonwealth of Massachusetts.
29. 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.

30. 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 offending provision shall be amended only so much as necessary to comply with the law and 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.
31. 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 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 otherwise ordered by a court of competent jurisdiction.
32. The Company agrees to institute policies and procedures in support of the intended goals of the Social Equity Program provided for in Massachusetts law, which are to promote and encourage full participation in the regulated marijuana industry by people from communities which have been disproportionately harmed by marijuana prohibition. Implementation of these procedures and policies is vital as the City has been identified as an area of disproportionate impact. To minimize delay in achieving of these goals, the Company agrees to institute procedures and policies to benefit said communities, including outreach for employment, procurement, and other support through the formation and operation of the Company's Community Relations Board. The parties are committed to implementing a variety of programs actively engaging persons from communities of disproportionate impact to ensure their inclusion in the legal cannabis industry.
33. 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.
34. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a non-medical marijuana cultivation and processing facility between the parties, and it shall not be modified or amended except by a written document executed by the parties hereto.
35. 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.

36. 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.

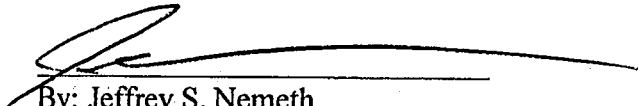
CITY OF FITCHBURG

Mayor Stephen L. DiNatale
For the City of Fitchburg

Vincent P. Pusateri, II Esq.
Approved as to legal form:
City Solicitor

COMPANY:

ACT Laboratories of Massachusetts, LLC.


By: Jeffrey S. Nemeth
Title: Manager

State of Michigan
County of _____

On this 13 day of March, 2019, before me, the undersigned notary public personally appeared Jeffrey S. Nemeth, Manager of ACT Laboratories of Massachusetts, LLC. 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 signed the foregoing document voluntarily for its stated purpose.

Notary Public: 

My Commission Expires: 10/17/24

