

FIRST AMENDMENT TO **HOST COMMUNITY AGREEMENT**

THIS FIRST AMENDMENT is entered into as of July __, 2019 by and between the **City of New Bedford**, acting by and through its Mayor, with a principal address of 133 Williams Street, New Bedford, Massachusetts 02740 (hereinafter the "City") and **Beacon Compassion Inc.**, a Massachusetts corporation with a principal office address of 900 Washington Street, Ste. A, Norwood, Massachusetts 02062 (hereinafter the "Company") (collectively, the "Parties").

WHEREAS, on or about February 10, 2017, the Parties executed a Host Community Agreement ("HCA") pertaining to the Company's proposed medical marijuana dispensary at 366 Hathaway Road ("the Premises"); and

WHEREAS, the HCA requires in Section 1 thereof certain Host Community Payments; and

WHEREAS, in light of changes in Massachusetts law and regulation, the HCA may no longer comply with certain provisions of Mass. Gen. Law ch. 94G § 3(d) and 935 CMR 500.000 et seq.; and

WHEREAS, the Parties desire to keep the HCA in full force and effect, and to amend the HCA to conform it to Massachusetts law and regulation; and

WHEREAS, the Parties desire that the HCA apply to both the medical marijuana dispensary operations and adult use recreational dispensary operations at the Premises.

NOW WHEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the parties agree as follows:

1. The HCA is hereby amended by adding, after Section 17, a new section containing in its entirety the following text:

The Parties agree that the HCA, as amended, shall pertain to and allow the operation of an adult use recreational dispensary in accordance with 935 CMR 500.000 et seq. and Mass. Gen. Laws ch. 94G, and subject to the Company's receipt of all necessary and required permit and licenses of the City and the Massachusetts Cannabis Control Commission ("CCC").

2. In accordance with Mass Gen. Law. Ch 94G § 3(d), and notwithstanding the provisions of Section 1, the Host Community Payments shall not exceed three percent (3%) of the gross annual sales of the Facility.


3. In accordance with Mass Gen. Law. Ch 94G § 3(d), and notwithstanding any provisions within the HCA to the contrary, the HCA shall be effective for a period of five (5) years commencing upon the date that the Company commences sales operation at the Premises.
4. Notwithstanding any references to 105 CMR 725.000 et seq., the Parties agree that the HCA shall be subject to the supervision of the CCC, and shall be interpreted in accordance with Mass. Gen. Laws ch. 94G and 935 CMR 500.000 et seq.
5. All other terms and conditions of the HCA not inconsistent with this Amendment are hereby ratified and confirmed.

In witness whereof, the Parties have hereafter set faith their hand.

CITY OF NEW BEDFORD

BEACON COMPASSION, INC.

By: Jonathan F. Mitchell
Its: Mayor
Date: ____/____/2019

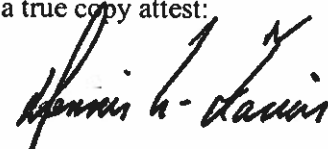

By: Catherine Cametti
Its: President
Date: 09 / 18 /2019

IN CITY COUNCIL, September 26, 2019

Referred to the Special Committee on Cannabis Regulation and Host Community
Agreements Review – Yeas 6, Nays 4.

Dennis W. Farias, City Clerk

a true copy attest:


City Clerk