

**HOST COMMUNITY AGREEMENT
BETWEEN THE TOWN OF NATICK
AND BOUNTIFUL FARMS, INC.**

This Host Community Agreement (the “Successor HCA”) is entered into this 8th day of November, 2024 (the “Effective Date”) by and between the Town of Natick (the “Town”), a municipal corporation duly organized under the laws of the Commonwealth with a principal office address of 13 E. Central Street, Natick, Massachusetts, acting by and through its Select Board, in reliance upon all of the representations made herein, and Bountiful Farms, Inc., a Massachusetts limited liability corporation with a principal office address of 200 Kenneth Welch Drive, Lakeville, Massachusetts (the “Company”) (the Town and Company, collectively, the “Parties” and each a “Party”).

RECITALS

WHEREAS, the Parties entered into a Host Community Agreement on or about February 19, 2019 (the “HCA”), with respect to the Company’s use of a parcel known as 13 Mercer Road, Natick, Massachusetts 01760, more accurately described by the deed recorded with the Middlesex County Registry of Deeds on Book 1545, page 81 on Certificate of Title No. 270731, and on Map 24 and numbered Parcel 90X in the Assessor’s database (the “Property”), solely as a licensed medical marijuana treatment center for cultivation, processing and dispensing of marijuana for medical use (a “MTC”), (the “Facility”);

WHEREAS, the Company obtained a final license from the Cannabis Control Commission (the “CCC”) to commence operations at the Facility on or about September 21, 2020 (License No. RMD-1485) and seeks to continue operations in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 501.000, et seq., and such approvals as may be issued by the Town in accordance with its local zoning, bylaws, rules, regulations, and policies, as may be amended;

WHEREAS, the Parties intend for this Successor HCA to supersede the HCA in all respects;

WHEREAS, the Company desires to be a responsible corporate citizen and contributing member of the business community of the Town; and

WHEREAS, the Parties intend by this Successor HCA to satisfy the provisions of G.L. c.94G, §3(d), as applicable to the licensed operation of the Facility, such activities to be only done in accordance with the applicable state and local zoning, bylaws, rules, regulations, and policies of the Town, as may be amended.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Representation of Authority and Warranties

The Company represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Successor HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a Party or by which the Company may be bound or affected.

Each person signing this Successor HCA hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Successor HCA on behalf of the Party for which he or she signs.

Each person signing this Successor HCA further represents and warrants that this Successor HCA has been duly authorized, executed and delivered. This Successor HCA constitutes legal, valid and binding obligations of each Party, enforceable in accordance with its terms, and there is no action, suit, or proceeding pending, or, to the knowledge of either Party, threatened whereby an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Successor HCA.

3. Authorized Operations

The Parties stipulate that this Successor HCA provides permission for the Company to continue to operate at the Property (as defined above), only as a licensed medical marijuana treatment center for cultivation, processing and dispensing of marijuana for medical use.

4. Compliance

The Parties shall comply with all laws and regulations governing the operation of the license types set forth in Section 3, above, as applicable, including but not limited to:

- a) G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The Municipality's bylaws, local laws, ordinances, and zoning applicable to the operation of MTCs.
- c) The Company shall be responsible for obtaining from the Commission and the

Municipality all licenses, permits, and approvals required for the operation of each license covered by this Successor HCA.

d). The obligations of the Parties are contingent on the Company obtaining and maintain a final license as set forth in Section 3 in the Town; and the Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type set forth in Section 3 in the Town, inclusive of all zoning compliance and maintaining compliance with all conditions of said approvals.

5. Payments to the Town

The Parties agree to the following provisions regarding annual payment responsibilities:

A. Community Impact Fees

As a result of the Company's operation of the Facility at the Property, the Town may incur costs reasonably related to the Company's operation. Accordingly, in order to mitigate these financial impacts upon the Town, the Company agrees to pay allowable costs, including but not limited to impacts on the Town's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Town that are reasonably related to the operation of the Facility and incurred during the Company's first eight (8) years of operation pursuant to M.G.L. 94G §3 (d)(2)(i), as community impact fees to the Town under the terms provided herein (the "Community Impact Fees"). Costs incurred during the Company's first eight (8) years of operation may be collected in the ninth year of operation, but the Town may not seek to collect Community Impact Fees once the Company has held a Final License by the Commission for operation under this Successor HCA for more than nine (9) years of operation.

- i. The Company shall immediately, within forty-eight (48) hours of issuance, provide the Town with a copy of its final license from the CCC to operate the Facility and, also written notice of the final license date (the "Final License Date").
- ii. Annually, in conjunction with the Company's requirement to submit a license renewal application to the CCC to continue operations at the Facility, the Company shall provide the Town with written notice of the date it intends to file said renewal application with the CCC, along with a demand for documentation of impact costs, at least thirty (30) days in advance of the intended filing date for the renewal application. The Company shall annually provide written notice to the Town within forty-eight (48) hours of each renewal of its final license from the CCC to operate the Facility (the "Annual License Renewal").
- iii. Not later than one (1) month after the date of each anniversary of the Final License Date, the Town shall transmit to the Company an itemized invoice or such other documentation pursuant to 935 CMR 501.180 and CCC regulations in effect at the date of each anniversary of costs reasonably related to actual costs imposed

upon Town in the preceding year by the operation of the Facility (“Town Costs”), if any, in a manner and form consistent with any applicable regulations, including 935 CMR 501.000, et seq. (the “Transmittal”).

- iv. Allowable Annual Community Impact Fees shall not be allowed in excess of three percent (3%) of the Company’s annual gross sales. The Company shall immediately provide the Town with a certified accounting of its annual gross sales in the event that it asserts the Community Impact Fees are in excess of three percent (3%) of the Company’s annual gross sales. Further, in the event that the Company believes that the Community Impact Fees are not reasonably related to actual costs imposed upon Town in the preceding year by the operation of the Facility, the Company may submit a written request (the “Request”) to the Town within one (1) month of the issuance of the respective Transmittal and shall engage in good faith settlement negotiations with the Town to review the Community Impact Fees in an attempt to resolve disputes (if any) over the Community Impact Fees.
- v. Following CCC’s certification determination, the Parties may seek to resolve any disputes concerning the Community Impact Fees by informal negotiations. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties may agree to submit the dispute to mediation. Within fourteen (14) days of either party informing the other of its intent to seek mediation, the Parties shall propose and agree upon a neutral and otherwise qualified mediator, unless a longer time period is agreed to by the Parties. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed ninety (90) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties shall each bear their own costs of the mediation.
- vi. Unless of the Company timely submits a request for mediation, initiates litigation and/or seeks administrative review of the certification by CCC, the Community Impact Fees shall be due and payable within ninety (90) days of certification by the CCC or the end of the current fiscal year, whichever is later.
- vii. The Community Impact Fees payments shall be sent to the Town of Natick, Attn: Town Administrator, 13 E. Central Street, Natick, Massachusetts.
- viii. The Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, § 57. A Town 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 Town Collector of individuals delinquent on their taxes and/or water bills.

B. Additional Costs, Payments, and Reimbursements

- i. Permit and Connection Fees: The Company hereby acknowledges and agrees to pay the usual and customary application, licensing and permit fees, as well as sewer and water connection fees, and all other local charges and fees generally applicable to other businesses/developments in the Town.
- ii. Consulting Fees and Costs: The Company shall pay any and all reasonable and customary consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility generally applicable to other businesses/developments in the Town.

6. Local Taxes

A. Property Taxes

At all times during the Term of this Successor HCA, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid by the Company or its landlord.

B. Vehicle Excise Tax

The Company shall principally garage all vehicles owned by it or its affiliates and used in connection with the Facility in the Town, so that excise taxes shall be paid to the Town consistent with applicable law.

7. Local Permitting

The Company shall obtain and comply with all necessary permits and approvals necessary for the continued operation of the Facility, pursuant to the Applicable Laws. In accordance with the procedures set forth in G.L. c.44, §53G, any municipal board or official from whom the Company requires a permit or approval may require the Company to fund the reasonable costs of outside consultants, including without limitation, engineers, architects, scientists and attorneys.

8. Local Concerns

The Company shall employ its best efforts to work collaboratively and cooperatively with neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues that may arise through its operation of the Facility at the Property; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by

reference and made a part of this Successor HCA, the same as if each were fully set forth herein.

The Company further agrees and acknowledges that in the event the Town receives complaints with respect to the failure to mitigate conditions at the Facility and/or Property, the Company shall meet with the Town or the Town's designee, and shall take additional mitigation measures, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Town.

9. Local Hiring and Vendors.

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall employ its best efforts, in a legal and non-discriminatory manner, to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and Facility services called for in the continued operation of the Facility, and shall use its best efforts to hire Town residents as employees of the Facility before considering other candidates for open positions.

Best efforts shall include, at a minimum, actively soliciting bids from Town vendors through local advertisements and direct contact and advertising any job expansion or hiring of new employees in a manner easily accessible to residents of the Town of Natick (e.g. Indeed or similar online job board).

At the time of each Annual License Renewal, the Company shall provide the Town with a hiring report. Said report shall include the full and part-time employment levels for the Facility as of the beginning of each month during the reporting period and the proportion of Natick residents in each category of employment. The Company shall also furnish the Town with such further information and documentation as the Town may request to support and document compliance with this paragraph. Such further information and documentation shall not include personal identifying information or health information that employees reasonably expect to remain confidential or are otherwise designated confidential by law.

10. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans and modifications to such plans.

To the extent requested by the Town's Police Department, the Company shall cooperate with the Police Department, including but not limited to participating in periodic meetings to review operational concerns, security, delivery schedules and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility and with regard to any anti-diversion

procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing appropriate tracking.

The Company shall promptly report the discovery of the following to Town's Police Department within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents involving company vehicles, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the storage, cultivation, sale, distribution, transportation or delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and any other breach of security.

The Company shall, at all times, cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

11. Limitation on Use

Even if authorized by the CCC, the Company shall not engage in deliveries or permit on-site social consumption at the Facility absent prior written approval from the Town. Further, at the discretion of the Town, either an amendment of this Successor HCA or a new host community agreement shall be required for such additional use.

12. Additional Obligations

- A. Good Neighbor Policy: The Company has committed to a Good Neighbor Policy regarding the Town. As an expression of this Policy, the Company shall, in its discretion, seek reasonable ways to contribute to the growth, development, and long-term success of the Town.
- B. Annual Reporting: The Company shall file an annual written report with the Town at the time of its Annual License Renewal each year for purposes of reporting on

compliance with all of the terms of this Successor HCA and shall, at the request of the Town, appear at a meeting to discuss the Annual Report.

- C. Annual Inspections: The Company shall submit to annual inspections by the Town's Police, Fire, Health and Building Departments to ensure compliance with the terms of this Successor HCA and other Applicable Laws. This provision shall not preclude the Town or any of its departments from conducting inspections at other times during the year to address enforcement, safety and/or public health matters.
- D. Emergency Contacts: The Company shall immediately disclose to the Town the names and contact information for individuals that will be the emergency contacts for the Facility. The Company shall immediately, within twenty-four hours (24), provide the Town with updated information if the names and contact information for the emergency contacts change at any time.

To the extent requested by the Town's Fire Department, the Company shall work with the Fire Department in reviewing and approving all emergency procedures, including disaster plans with procedures to be followed in case of fire or other emergencies at the Facility.

- E. Approval of Manager: If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 501.000, et seq., or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Facility. The Town shall consider such a request for approval following submission to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned, or delayed. This approval process shall also apply to any change of on-site manager.
- F. Hours of Operation: In no event shall the Facility be open for business, nor shall any delivery, transportation or distribution of marijuana occur at the Facility outside the hours of 8:00 A.M. through 8:00 P.M. Monday through Sunday, unless further restricted by the Town's special permit granting authority.
- G. Improvements to the Property: Any capital improvements made to the Property shall match the look and feel of the Town and the surrounding parcels and be of construction standards at least at the quality of other nearby businesses. The Company shall comply with all laws, rules, regulations and orders applicable to the continued operation of the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the same.
- H. Lighting: The Company shall continue to use lighting practices at the Property and the Facility to reduce light pollution, that minimize the impact on maintaining a

‘dark sky,’ by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, using less light and only where needed, and shielding any indoor lighting after sunset and before sunrise.

- I. Waste and Wastewater Controls: The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, bylaws, and regulations. Liquid waste containing marijuana or by-products of marijuana shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

The Company shall ensure that no fewer than two (2) agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 501.000, et seq.. When marijuana products or waste is disposed or handled, the Company shall create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

- J. Odor Control Technology: The Company shall ensure that odor from the Facility is not released so as to constitute a nuisance, in the opinion of the Town, to surrounding properties. At a minimum, the Company shall contain all cannabis 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 ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

If requested by the Town, the Company shall take additional, mitigation measures at the Company’s sole expense, including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the nature of the complaints to the satisfaction of the Town.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing

applicable state laws and regulations, the Town's local bylaws and regulations, with respect to odor violations.

- K. Traffic Mitigation: The Company shall cooperate with Town officials on traffic management, including, but not limited to the Town's Police Department, to ensure that sufficient traffic control measures are in place to mitigate traffic impacts. In addition, the Company shall, at all times, maintain sufficient spaces on-site for customer and employee parking at the Property.
- L. Insurance: The Company shall obtain general liability insurance in such amounts and with such companies and against such risks as are reasonable and customary for a business of its type and shall provide proof of the same to the Town upon request.
- M. Energy Usage: The Company shall comply with the CCC's energy regulations provided in 935 CMR 501, where applicable.
- N. Confidentiality: The Parties agree that all records in possession of the Municipality are governed by M.G.L. c. 66 § 10, the Public Records Law.

13. Retained Authority of the Municipality

This Successor HCA does not affect, limit, or control the authority of the Town, or its officials, boards, commissions, departments, and agents 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 officials, boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Successor HCA, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations. The Town makes no representation or promise that it will act on any license or permit request, including, but not limited to any zoning application submitted, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

14. Term and Termination

This Successor HCA shall take effect on the Effective Date, and shall continue in effect for five (5) years, unless terminated in accordance with the following provisions; provided, however, that any payments due to the Town under Paragraph 5 of this Successor HCA shall be paid by the Company within thirty (30) days of the Town's request for the same and provided, further, that in no event shall the Town be responsible for the return of any funds provided to it by the Company.

The Town may terminate this Successor HCA for cause by providing written notice to the Company in the event that: (i) Company violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Town as required under this Successor HCA, and such failure remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation (such time to be stayed if Company and Town are engaged in dispute resolution procedures as set forth in Paragraph 5.A.v, above); (iii) there is any other breach of the Successor HCA by the Company, which breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iv) the Company's license is revoked or suspended by the CCC.

In the event of termination of this Successor HCA, the Company shall immediately cease all operations at the Facility.

15. Nullity

This Successor HCA shall be null and void in the event of the cessation of operations or relocation of the Facility out of Town; provided, however, that any payments due to the Town under Paragraph 5 of this Successor HCA shall be paid by the Company within thirty (30) days of the Town's request for the same and provided, further, that in no event shall the Town be responsible for the return of any funds provided to it by the Company.

16. Assignment/ Successors and Change in Corporate Structure and/or Control

This Successor HCA is binding upon the Parties hereto, their successors, assigns, and legal representatives. The Company shall not assign, sublet or otherwise transfer the Facility or delegate its rights or obligations under this Successor HCA, in whole or in part, without the prior written consent of the Town, and shall not assign or obligate any of the monies payable under this Successor HCA, except by and with the prior written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company that requires approval by the CCC; and (v) any assignment for the benefit of creditors.

17. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Successor HCA, 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, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To Town: Town of Natick
Attn: Town Administrator
13 E. Central Street
Natick, MA 01760

With a copy to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
50 Braintree Hill Office Park
Braintree, MA 02184

To Company: Bountiful Farms, Inc.
Attn: Registered Agent:
Geoffrey M. Apts, Esq.
Gcorp Management LLC
200 Kenneth Welch Drive
Lakeville, MA 02347

18. Severability

If any term of condition of this Successor HCA 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 Successor HCA shall not be deemed affected thereby unless the Town or Company would be substantially or materially prejudiced. In addition, in the event that any term or condition of this Successor HCA or any application thereof shall to any extent be made impractical or illegal pursuant to changes in state law and/or the CCC's regulations, or as the result of a judicial determination as to the validity or invalidity of same, the Parties shall reopen this Successor HCA, at the request of the Town, and negotiate an amendment to address such term(s) and/or condition(s).

Further, the Company hereby represents that at the time of execution of this Successor HCA, based upon the Company's diligent inquiry, it determined to its satisfaction that the provisions of this Successor HCA are valid, binding and enforceable.

19. Governing Law

This Successor HCA shall be governed and 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 Successor HCA.

20. Entire Agreement

This Successor HCA, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Parties with respect to the matters described. This Successor HCA 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. Amendments/Waiver

The failure of any Party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This Successor HCA can be modified only in a written instrument signed by the Town and the Company, prior to the effective date of the amendment. This Successor HCA shall be binding upon the Parties and their successors and assigns.

22. Headings

The article, section, and/or paragraph headings in this Successor HCA are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Successor HCA.

23. Counterparts

This Successor HCA may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Successor HCA by signing one or more counterparts.

24. Signatures

Facsimile and electronic signatures affixed to this Successor HCA shall have the same weight and authority as an original signature.

25. No Joint Venture

The Parties hereto agree that nothing contained in this Successor HCA or any other documents executed in connection herewith is intended or shall be construed to establish the Town and Company, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

26. Third Parties

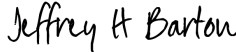
Nothing contained in this Successor HCA shall create a contractual relationship with or a cause of action in favor of a third Party against either Town or the Company.

[REMAINDER OF PAGE BLANK – SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Successor HCA under seal as of the day and year first written above.

**TOWN OF NATICK
BY AND THROUGH ITS
SELECT BOARD:**

BOUNTIFUL FARMS, INC.:

Signed by:

E4F20B84E8174A6...

Jeffrey Barton, CEO

Kathryn Coughlin, Chair

11/8/2024 | 7:46 AM PST

Date

Bruce T. Evans, Vice Chair

Richard Sidney, Clerk

Kristen L. Pope

Linda Wollschlager

Date

Certificate Of Completion

Envelope Id: 85E8406B08BA4F0285C9A9F02C7971F3	Status: Completed
Subject: Complete with DocuSign: 2024.11.08 Natick- HCA - Bountiful Farm - Final.docx	
Source Envelope:	
Document Pages: 15	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Geoff Aptt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	200 Kenneth Welch Drive
	Lakeville, MA 02347
	gaptt@gcorpmgmt.com
	IP Address: 74.97.52.209

Record Tracking

Status: Original	Holder: Geoff Aptt	Location: DocuSign
11/8/2024 7:34:25 AM	gaptt@gcorpmgmt.com	

Signer Events

Jeffrey H Barton
 jbarton@bountifulfarms.care
 CEO
 Bountiful Farms, Inc.
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 E1F29B81E8174A6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 24.218.76.24

Timestamp

Sent: 11/8/2024 7:37:55 AM
 Viewed: 11/8/2024 7:46:29 AM
 Signed: 11/8/2024 7:46:51 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/8/2024 7:46:29 AM
 ID: f0ff9c30-0822-4cb8-a56a-1374ef8516c9

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

James Errickson
 jerrickson@natickma.org
 Town Administrator
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/8/2024 7:46:52 AM
 Viewed: 11/8/2024 8:55:28 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/8/2024 7:37:55 AM
Certified Delivered	Security Checked	11/8/2024 7:46:29 AM
Signing Complete	Security Checked	11/8/2024 7:46:51 AM
Completed	Security Checked	11/8/2024 7:46:52 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, GCorp Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact GCorp Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gaptt@gcorpmgmt.com

To advise GCorp Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gaptt@gcorpmgmt.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from GCorp Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gaptt@gcorpmgmt.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with GCorp Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to gaptt@gcorpmanagement.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify GCorp Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by GCorp Management during the course of your relationship with GCorp Management.