

**HOST COMMUNITY AGREEMENT
BETWEEN THE TOWN OF UXBRIDGE
AND NAKED NATURE, LLC**

This Host Community Agreement (the "Agreement") is entered into this 20th day of March 2024 (the "Effective Date") by and between the Town of Uxbridge (the "Town"), a municipal corporation duly organized under the laws of the Commonwealth with a principal office address of 21 South Main Street, Uxbridge, Massachusetts, acting by and through its Town Manager, in reliance upon all of the representations made herein, and Naked Nature, LLC, a Massachusetts limited liability corporation with a principal office address of 237 Brigham Street, Marlborough, Massachusetts (the "Company") (the Town and Company, collectively, the "Parties" and each a "Party").

RECITALS

WHEREAS, this Agreement represents the understanding between the Town and Company with respect to the Company's proposed use of the property known as 660 Douglas Street, Suite 400, Uxbridge, Massachusetts, more accurately described by the deed recorded with the Worcester Registry of Deeds on Book 51878, Page 171, and Parcel ID 027.0-3231-0000.0 in the Assessor's database (the "Property"), solely as a licensed adult-use marijuana microbusiness, with approximately 1,000 square feet of cultivating space, 500 square feet of product manufacturing space, 500 square feet of administrative space, 1,000 square feet of storage space and 1,000 square feet of parking space (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, et seq., and such approvals as may be issued by the Town in accordance with its bylaws, rules, regulations, and policies;

WHEREAS, the Company has received a provisional license for a marijuana microbusiness from the CCC for operations in Clinton (License No. MB282221) and seeks to file a change of location application with the CCC to operate the Facility under said license;

WHEREAS, the Company anticipates that the Town may experience both direct and indirect impacts to public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town, as a result of the operation of the Facility;

WHEREAS, the Company desires to be a responsible corporate citizen and contributing member of the business community of the Town and reimburse the Town for impacts reasonably related to the actual costs imposed upon the Town by the operation of the Facility; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, §3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

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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 Agreement, 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 Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he or she signs.

Each person signing this Agreement further represents and warrants that this Agreement has been duly authorized, executed and delivered. This Agreement 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 Agreement.

3. Payments to the Town

A. Community Impact Fees

The Company acknowledges that, as a result of the Company's operation of the Facility at the Property, the Town may incur both direct and indirect expenses and impacts including, but not limited to, consulting services, administrative services and public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate any direct and indirect financial impacts on the Town and use of Town resources, both quantifiable and unquantifiable, the Company agrees to pay community impact fees to the Town under the terms provided herein (the "Community Impact Fees").

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- 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 its documentation 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 500.000, et seq. (the "Transmittal").
- iv. The Company shall not be responsible for Community Impact Fees 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

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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 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 Uxbridge, Attn: Town Manager, 21 South Main Street, Uxbridge, Massachusetts.
- viii. The Community Impact Fees shall continue for a period of eight (8) years from the date the Company commenced operations at the Facility.
- ix. 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.
- x. The Company acknowledges that time is of the essence with respect to performance of its obligations hereunder and that, following ten (10) days written notice and opportunity to cure, late payments shall be subject to interest at the rates prescribed by G.L. c. 59, §57.

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 non-marijuana businesses/developments in the Town.

4. No Off-Set Payments

In the event that the Town receives additional payments from the Company, or from the Massachusetts Department of Revenue ("DOR") or any other source, the funds for which have been collected by assessment against the Company, including, but not limited to

taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

5. Local Taxes

A. Property Taxes

At all times during the Term of this Agreement, 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, and the Company shall not object or otherwise challenge the taxability of such property and shall not seek a reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payments made by the Company under this Agreement. Nothing herein shall be deemed to deny the Company the right to seek an abatement of any tax as allowed to any other business with the Town under applicable law.

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.

6. 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. The Company further acknowledges and accepts, and waives all rights to challenge, contest or appeal any municipal permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable and of the same rates and fees chargeable to other businesses/developments in the Town.

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7. 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 Agreement, 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.

8. 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 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, advertising any job expansion or hiring of new employees first to Town residents a minimum of two (2) weeks before advertising through all typical regional employment advertising outlets, and such other reasonable measures as the Town may from time-to-time reasonably request.

Further, prior to hiring any new employees for the Facility, Company shall advertise and hold at least one (1) hiring event for Uxbridge residents, at which it will review its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the Facility. Said hiring event shall take place at the Property or such other location in Uxbridge as may be deemed appropriate by the Company.

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 Uxbridge 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.

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9. 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 prior to implementation and commencement of operations at the Facility.

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 to be in place prior to the commencement of operations at the Facility. 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, 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.

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10. 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 Agreement or a new host community agreement shall be required for such additional use.

11. 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 Agreement 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 Agreement 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 500.000, 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.

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- 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 7:30 A.M. through 10:00 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 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 500. 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.

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- 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.

In the event the Town receives complaints with respect to odor impacts in relation to the operation of the Facility, the Company shall meet with the Town. 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 develop, in coordination with and approval by municipal officials, a transportation management plan to ensure that impacts from the continued operation of the Facility are properly managed. 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. The Company shall pay for all customary traffic control measures required by the Town and shall also, at its own expense, employ a police detail, if deemed necessary by the Town's Chief of Police, to manage traffic at the Property.

In addition, the Company shall, at all times, maintain sufficient spaces on-site for customer and employee parking at the Property. In the event that there is traffic queuing at the Facility that cannot be accommodated through existing parking and police detail, the Company shall provide additional parking to the Facility to alleviate traffic issues; if off-site parking is provided, the Company shall provide shuttle service to the Facility at its own costs. If requested by the Town, the Company shall provide the Town with documentation regarding its parking plans.

- 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.

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12. Retained Authority of the Municipality

This Agreement does not affect, limit, or control the authority of the Town, or its 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 boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the 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.

13. Diligent Pursuit of Licenses and Approvals

The Company shall diligently pursue all licenses, permits and approvals required to open and operate the Facility. Within thirty (30) days of the Effective Date of this Agreement, the Company shall file an application with the CCC and all required supporting documents to request provisional licensure for the Facility. Within ninety (90) days of the Effective Date of this Agreement, the Company shall file with the Town's Planning Board and Zoning Board of Appeals all applicable application forms and required supporting documents to request special permits to allow the construction and operation of the Facility, if any. Thereafter, the Company shall provide the Town with written status updates at least every thirty (30) days regarding all efforts undertaken by the Company to secure all necessary licenses, permits and approvals for the construction and operation of the Facility. The Company shall commence interior fit-up of the Facility within sixty (60) days after (i) the issuance of a provisional licensure from the CCC and (ii) the issuance of a building permit for the Facility, and it shall diligently continue construction through completion of the Facility. No later than sixty (60) days after completion of construction, the Company shall request a certificate of occupancy from the Town's Building Inspector and final licensure from the CCC. Further, in the event that the Company has not commenced operations within one hundred eighty days after receiving a final license from the CCC, the Company shall provide a written status update to the Town regarding all efforts undertaken by the Company to commence operations and an estimated timeline for the same.

14. Term and Termination

This Agreement shall take effect on the Effective Date, and shall continue in effect for five (5) years, unless terminated in accordance with the following provisions and the provisions of Paragraph 15; provided, however, that any payments due to the Town under Paragraph 3 of this Agreement 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.

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The Town may terminate this Agreement 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 Agreement, and such failure remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (iii) there is any other breach of the Agreement 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.

Further, in the event the Company has not secured a final license from the CCC, all necessary local permits from the Town and commenced operations at the Facility within eighteen (18) months from the date of execution of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new host community agreement with the Town in order to operate the Facility within the Town; provided, however, that at the request of the Company, the Town, in its discretion, may agree to a written extension of the eighteen (18) month expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

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

15. Nullity

This Agreement 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 3 of this Agreement 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 Agreement 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 Agreement, 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 Agreement, 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

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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 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, 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 Uxbridge Attn: Town Manager 21 South Main Street Uxbridge, MA 01569
With a copy to:	Uxbridge Town Counsel KP Law, P.C. 101 Arch Street, 12th Floor Boston, MA 02110
To Company:	Naked Nature, LLC Attn: Resident Agent, Eleazer B Dummett II 237 Brigham Street Marlborough, MA 01752

18. Severability

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 the Town would be substantially or materially prejudiced. In addition, in the event that any term or condition of this Agreement or any application thereof shall to any extent be made impractical or illegal pursuant to the CCC's regulations, the Parties shall reopen this Agreement, 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 Agreement, based upon the Company's diligent inquiry, it determined to its satisfaction that the provisions of this Agreement are valid, binding and enforceable.



19. Governing Law

This Agreement 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 Agreement.

20. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

21. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, subpoenas, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, its agents, departments, officials, employees, insurers, successors or assign, by any third Party arising from or relating to this Agreement, the Property and/or Facility (collectively, the "Claims"). Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the Town's choosing incurred in defending such Claims. The Company shall, within thirty (30) days of written notice by the Town, reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such Claims.

22. 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 Agreement can be modified only in a written instrument signed by the Town and the Company, prior to the effective date of the amendment. This Agreement shall be binding upon the Parties and their successors and assigns.

23. Headings

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

24. Counterparts

This Agreement 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 Agreement by signing one or more counterparts.

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25. Signatures

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

26. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement 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.

27. Third Parties

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

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

TOWN OF UXBRIDGE:



Steven Sette, Town Manager

4-10-24

Date

NAKED NATURE, LLC:

 CEO/

Name, Title Founder

3-20-2024

Date