



Town of West Tisbury
BOARD OF SELECTMEN
West Tisbury, Massachusetts 02575

March 4, 2021

Geoff Rose
Patient Centric of Martha's Vineyard, Ltd.
505 State Road, PO Box 1323
West Tisbury, MA 02575

Re: Conditional Consent to Assignment of Host Community Agreement

Dear Geoff:

I write in regards to the two Host Community Agreements ("HCAs") between the Town of West Tisbury (the "Town") and Patient Centric of Martha's Vineyard, Ltd, Inc. (the "Company") dated July 25, 2018 for a Registered Marijuana Dispensary ("RMD"), with a dispensing location at 510 State Road, West Tisbury, MA and a cultivation and manufacturing facility located at 90 Dr Fisher Road, West Tisbury, MA (the "Establishments") and dated October 23, 2019 for an adult use cultivation, production, manufacturing, and retail of marijuana. We understand that the Company is intending to sell its Cannabis Control Commission (the "Commission") approved licenses to FFD Enterprises, MA Inc, ("Assignee"). In that regard, the Company has recently filed a Change of Ownership and Control Application (the "Application") with the Commission, which requests that its licenses are sold to the following entities, under control of the following individuals (the "New Owners"):

1. FFD Enterprises MA, Inc
2. Henry Zachs;
3. Benjamin Zachs; and
4. Eric Zachs.

The Application also requests that the following individuals (the "Former Owners") be removed from the Company's licenses:

1. Patient Centric of Martha's Vineyard, Ltd.
2. Geoff Rose

Pursuant to Section 16 ("Binding Effect") of the Medical HCA and Section 18 of the Adult Use HCA:

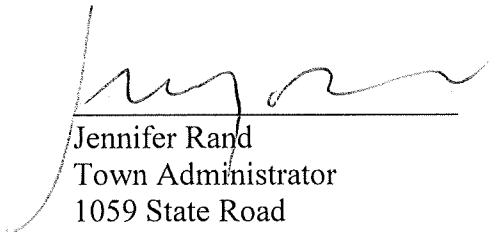
"This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. Neither the Town nor Patient Centric shall assign, sublet or otherwise transfer any interest in the Agreement without the written consent of the other party. Patient Centric shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement except by and with the written consent of the Town.

The above notwithstanding, the Town's consent shall not be required for the assignment of Patient Centric's rights and obligations under this Agreement to Patient Centric of Martha's Vineyard, LLC consists of the same ownership and control at the time of transfer and thereafter and the Town is given written notice at the time of such assignment together with evidence satisfactory to the Town of such ownership and control."

Accordingly, the Town hereby conditionally consents to the addition of the New Owners to and the removal of the Former Owners from the Company's ownership structure and with regards to the licenses and HCAs required to operate the Establishment. This conditional consent shall become final upon the Commission's approval of the Application.

Please do not hesitate to reach out to me with any questions.

Sincerely,



Jennifer Rand
Town Administrator
1059 State Road
PO Box 278
West Tisbury, MA 02575

cc: Henry Zachs
Benjamin Zachs
Eric Zachs