LICENSE AGREEMENT

THIS LICENSE AGREEMENT (as the same may be hereafter amended, this “License”) is entered into as of this _____ day of September, 2021 (the “Effective Date”), by and among the TOWN OF TISBURY, a municipal corporation (“Licensor”), MECHANIC’S STREET RE HOLDING LLC, a Massachusetts limited liability company (“Owner”), and MAIN STREET MEDICINALS LLC, a Massachusetts limited liability company (“Operator,” collectively with Owner, “Licensees”).

WITNESSETH:

WHEREAS, Owner is the owner of certain property known as 65 Mechanic’s Street in Vineyard Haven (the “Property”);

WHEREAS, Owner has leased the Property to Operator for the operation of a cannabis dispensary;

WHEREAS, Licensor and Licensees have agreed that customers of the dispensary shall exit the Property over a one-way gravel driveway to be constructed by Licensees in the location shown on the plan attached hereto as Exhibit A (“the Licensed Premises”) over land owned by Licensor (the “Licensor Property”), having an address of _____________, in said Vineyard Haven;

WHEREAS, Licensees and Licensor desire to (a) memorialize Licensees’ respective rights to use the Licensed Premises, and (b) establish certain other rights and obligations between the parties, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals to this License are hereby incorporated in and made a part of this License to the same extent as if set forth in full herein.

2. License.

(a) Grant of License. Licensor hereby grants to Licensees an exclusive license to construct a gravel driveway on the Licensed Premises and to thereafter use and operate such driveway to permit customers and other invitees of Operator’s business only to exit from the Property to Eleanor Street a/k/a High Point Lane (the “Permitted Use”). Operator agrees to direct its customers and invitees to use such driveway as the sole exit from the Property.

(b) Revocable License. Licensor shall have the right, in Licensor’s sole discretion, to terminate this License and revoke the License by providing Owner and Operator with written notice evidencing its intent to terminate this License (the “Termination Notice”). If Licensor delivers such Termination Notice to Owner and Operator, this License shall terminate
on a date that is no earlier than one hundred eighty (180) days following Licensor’s delivery of the Termination Notice.

(c) **Applicable Laws.** Licensees will comply with all laws, rules, orders, ordinances and regulations, at any time issued or in force, applicable to the Licensed Premises or Licensees’ use thereof.

(d) **No Assignment.** Licensees shall not assign or otherwise transfer the License other than to a transferee of the Property, which such transferee, by written agreement reasonably acceptable to Licensor, assumes all of the obligations of Owner under this License and agrees to perform and observe all of the covenants and conditions to be performed and observed on the part of Owner as set forth herein.

(e) **Repairs and Maintenance.** After completion of the gravel driveway, Licensees shall, at their sole cost and expense keep the Licensed Premises in good and passable condition, and shall plow snow as necessary.

(f) **Indemnification.** Licensees shall jointly and severally indemnify and save harmless Licensor, its agents and employees from any and all liability, damage, expense, cause of action, suits, claims, judgments and cost of defense (including, without limitation, reasonable attorneys’ fees, disbursements and actual costs) arising from injury to person or damage to property on the Licensed Premises, to the extent the same arises out of or relates in any way to (A) the use of the Licensed Premises by the Licensees or their invitees, or (B) any material breach of this License by Licensees.

(g) **Insurance.** Owner and Operator shall each at their sole cost, carry and keep in full force and effect at all times during the term of the License, a broad form commercial general liability insurance policy in a commercially reasonable form and with commercially reasonable limits for properties similar to the Property and located in the general vicinity of the Property. Such public liability insurance policies and certificates evidencing such insurance shall name Licensor as an additional insured. Owner and Operator shall provide to Licensor certificates evidencing such insurance upon request of Licensor.

3. **General.**

(a) **Multiple Counterparts.** This License may be executed in multiple counterparts, each of which shall be deemed an original.

(b) **Modification.** This License may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto.

(c) **Notices.** Notices to be given under this Agreement shall be in writing, and shall be either (i) delivered by hand against receipt, or (ii) sent by Federal Express (or other nationally recognized commercial delivery service):

   **If to Owner or Operator:**
with a copy to:

If to Licensor:

with a copy to:

or at such other address as is from time to time designated by the party receiving the notice. All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

(e) Severability. The invalidity, illegality or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity, legality or enforceability of the remaining portions of this Agreement.

(f) Successors and Assigns. The rights and obligations hereunder of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns.

(g) Recordation. This Agreement shall not be recorded or filed with the Registry without the written agreement of all of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**LICENSOR:**

**TOWN OF TISBURY**

By:
Name:
Its:

**OWNER:**

**MECHANIC’S STREET RE HOLDING LLC,**

By:
Name: Noah Eisendrath
Its: Manager

**OPERATOR:**

**MAIN STREET MEDICINALS LLC**

By:
Name: Noah Eisendrath
Its: Manager
EXHIBIT A

Plan of Licensed Premises

[See Attached]
PROPOSED ACCESS EXTENSION 12' WIDE