

FIRST AMENDMENT TO
AMENDED HOST COMMUNITY AGREEMENT

**Between City of Medford, Massachusetts and
Theory Wellness, Inc.**

This FIRST AMENDMENT (the "FIRST AMENDMENT") to the Amended Host Community Agreement (the "HCA") is entered into this 20 day of January, 2026 (the "EFFECTIVE DATE"), by and between the City of Medford, a Massachusetts municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal address of 85 George P. Hassett Drive, Medford, Massachusetts (the "CITY"), acting through its Mayor in reliance upon all of the representations made herein, and Theory Wellness, Inc., a Massachusetts corporation with a principal place of business at 38 Montvale Avenue, Ste. 210, Stoneham, MA (the "LICENSEE" and, together with the CITY, herein referred to as the "PARTIES," and each of them being individually referred to as a "PARTY").

RECITALS

WHEREAS, the PARTIES entered into an the HCA dated August 4, 2025, relative to LICENSEE's operation of an adult-use marijuana retail establishment at the property known as 162 Mystic Avenue, Medford, Massachusetts, as further set forth therein;

WHEREAS, the LICENSEE has commenced adult-use marijuana retailer operations at the PROPERTY pursuant to license no. MR284150, which final license was issued by the Cannabis Control Commission on or about December 14, 2023; and

WHEREAS, in addition to operating as a marijuana retailer at the PROPERTY, the LICENSEE seeks to operate a Medical Marijuana Treatment Center for dispensing only at the PROPERTY, and CITY is amenable to same as expressly set forth herein;

NOW, THEREFORE, in consideration of the mutual promises of the PARTIES contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.
2. The second paragraph of the HCA is hereby amended to expand the definition of the term "FACILITY" by adding the underlined language below as follows:

This HCA represents the understanding between the CITY and LICENSEE with respect to the development, operation and use of land located on 162 Mystic Avenue, Medford (the "PROPERTY") for use as an adult use marijuana retailer and/or medical marijuana treatment center for dispensing only (individually, each the "FACILITY").

3. The second WHEREAS clause in the HCA is hereby amended by adding and capitalizing the underlined language below as follows:



WHEREAS, subsequent to execution of the ORIGINAL HCA, the Massachusetts Legislature amended the provisions of G.L. c.94G, Section 3 (the "ACT"), governing the content of host community agreements, and the Cannabis Control Commission (the "CCC") amended its regulations, 935 CMR 500, et seq. and 935 CMR 501, et seq. (collectively, the "REGULATIONS") concerning the same;

4. Sections 2(c) of the HCA is hereby amended by replacing the phrase "operation of the license type indicated in Paragraph 3, as applicable" with the phrase "operation of the license type(s) indicated in Section 3 below, as applicable".
5. Sections 2(d)(i) of the HCA is hereby amended by replacing the phrase "operation of a license type indicated in Paragraph 3" with the phrase "operation of a license type(s) indicated in Section 3 below".
6. Sections 2(d)(ii) of the HCA is hereby amended by replacing the phrase "license type indicated in Paragraph 3" with the phrase "license type(s) indicated in Section 3 below".
7. Section 2(e) of the HCA is hereby amended by replacing the term "Agreement" with the term "HCA".
8. Section 3 of the HCA is hereby amended by adding and capitalizing the below underlined language to permit dispensing at Medical Marijuana Treatment Center as an authorized use at the Property as follows:

3. AUTHORIZED OPERATIONS. This HCA authorizes LICENSEE to operate as a Marijuana Retailer, as that term is defined in the ACT and REGULATIONS, and also to dispense medical marijuana (but not to cultivate or manufacture marijuana) as a Medical Marijuana Treatment Center at the PROPERTY.
9. Section 4 of the HCA is hereby amended by replacing the term "Agreement" with the term "HCA".
10. Section 7(v) and (vi) of the HCA is hereby amended by replacing the terms "Agreement" and "agreement" throughout with the term "HCA".
11. Section 9 of the HCA is hereby amended by replacing the term "Agreement" with the term "HCA".
12. Section 21(c) of the HCA is hereby amended by replacing the term "Agreement" with the term "HCA".
13. Section 25 of the HCA is hereby amended by replacing the term "Agreement" with the term "HCA".

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14. Section 26 of the HCA is hereby amended by replacing the term "Paragraph 7" with the term "Section 7".
15. All other provisions of the HCA are hereby deemed applicable to the operation of a Medical Marijuana Treatment Center as well as a Marijuana Retailer.
16. Except as expressly set forth in this FIRST AMENDMENT, all other provisions of the HCA shall remain in full force and effect. Any reference in the HCA to the "HCA" shall be deemed to also refer to this FIRST AMENDMENT.
17. In the event of any inconsistencies between this FIRST AMENDMENT and the HCA, the terms of this FIRST AMENDMENT shall prevail.
18. All initial-capitalized terms used in this FIRST AMENDMENT shall have the same meanings as set forth in the HCA unless otherwise expressly provided in this FIRST AMENDMENT.
19. This FIRST AMENDMENT may be signed in counterparts, each of which is an original, and all of which taken together shall constitute one and the same instrument, and any PARTY hereto may execute this FIRST AMENDMENT by signing one or more counterparts.
20. Facsimile and electronic signature affixed to this FIRST AMENDMENT shall have the same weight and authority as an original signature.
21. The delivery of this FIRST AMENDMENT shall not be deemed or interpreted as a waiver of any of either PARTY'S existing rights under the HCA, which are fully reserved.
22. Each PARTY hereto 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 FIRST AMENDMENT, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, ordinance, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which it is a party or by which it may be bound or affected.
23. Each person signing this FIRST AMENDMENT hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this HCA on behalf of the PARTY for which he or she signs.
24. This FIRST AMENDMENT shall take effect as of the EFFECTIVE DATE.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the PARTIES have executed this FIRST AMENDMENT under seal, this 20th day of Jan., 2026.

CITY OF MEDFORD

By its MAYOR



Breanna Lungo-Koehn

THEORY WELLNESS, INC.

By its PRESIDENT



Brandon Pollock

CERTIFICATE OF AUTHORITY FOR THEORY WELLNESS, INC.

At a meeting of the Board of Directors of Theory Wellness Inc. on January 16th, 2026, at which a majority of the Directors was present, it was voted that Brandon Pollock, President, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its corporate seal thereto; and the execution of any contract or obligation in this Company's name and on its behalf by such Officer shall be valid and binding upon this Company.

Attest:



Brandon Pollock
President
Theory Wellness Inc.