

E-FILED

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

WORCESTER SUPERIOR COURT
DOCKET NO. 2285CV00406A

CAROLINE'S CANNABIS, LLC,

Plaintiff

v.

STEVE SETTE, TOWN MANAGER, and
THE TOWN OF UXBRIDGE,

Defendants

AGREEMENT FOR JUDGMENT

WHEREAS, the Plaintiff, Caroline's Cannabis, LLC ("Plaintiff" and/or "Caroline's"), instituted the above-captioned action against the Defendants, Steve Sette, in his capacity as Town Manager of the Town of Uxbridge and the Town of Uxbridge (the "Defendants" and/or the "Town"), in Worcester County Superior Court in the matter captioned Caroline's Cannabis, LLC v. Town of Uxbridge, et al., Civil Action No. 2285CV00406 (the "Litigation") alleging, among other things, that community impact fees collected by the Town from Plaintiff pursuant to a certain Host Community Agreement were unlawfully assessed.

WHEREAS, Caroline's and the Town (collectively, the "Parties") wish to resolve all issues and claims concerning the Litigation by entering into this Agreement for Judgment ("Agreement") without resort to further court proceedings; and

WHEREAS, the Parties have read the Agreement and attest that they fully understand and knowingly accept its provisions in their entirety without reservation.

13

Notices Mailed

1/2/24

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows and jointly submit this Agreement for Judgment in this action on the following terms:

1. Judgment shall enter in favor of Caroline's Cannabis, LLC and against the Town in the amount of \$1,171,633.60. No further fees, costs, attorney's fees, or interest shall be due the Plaintiff; insofar as such amounts are automatically assessed pursuant to applicable court rule or rule of civil procedure, Plaintiff waives such amounts and acknowledges that payment by the Town of the sum of \$1,171,633.60 shall be in full satisfaction of this matter.

2. The procedures for payment of the Judgment are contained in a settlement agreement executed between the Parties.

3. This Agreement shall become effective upon execution by all Parties and the Court. All rights of appeal in this action are hereby waived. All Parties shall bear their own costs and attorney's fees.

Dated: December 29, 2023

Respectfully submitted,

The Town of Uxbridge,

By its attorney,

/s/ Alexander Weisheit

A. Alexander Weisheit, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110-1109
aweisheit@k-plaw.com
617.556.0007

Caroline's Cannabis, LLC,

By its attorneys,

/s/ Thomas K. MacMillan

Thomas K. MacMillan, BBO# 312150
MacMillan Law Offices
145 South Main Street
P.O. Box 5279
Bradford, MA 01835
tkmmlaw@aol.com
978.521.5272

/s/ Kristin M. Yaska

Kristin M. Yaska, Esq., BBO# 659944
Yaska Law PLLC
One New Hampshire Avenue, Suite 125
Portsmouth, NH 03801
kristin@yaskalaw.com
603.952.3452

/s/ Nicholas Obolensky

Nicholas Obolensky, Esq., BBO# 684994
Obolensky & Balkcom, LLC
128 Dorrance St., 6th Floor
Providence, RI 02903
nho@oblaws.com
401.232.8888

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the within Amended Agreement For Judgment on all counsel of record by electronically sending this document through the court's electronic filing system to all attorneys and other parties who have entered electronic contacts (email addresses) in this case and serving all other parties by mailing a copy of same via U.S.P.S.

Date: December 29, 2023

/s/ Thomas K. MacMillan
Thomas K. MacMillan, Esq.,