

Town and County of Nantucket
Select Board • County Commissioners

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C. Elizabeth Gibson
Town & County Manager

March 23, 2026

ACK Natural LLC
Douglas Leighton
19 Spearhead Drive
Nantucket, MA 02554

ACK Natural LLC
Douglas Leighton, Resident Agent
50 Commonwealth Ave., Suite 1
Boston, MA 02108

Re: Notice of Material Breach and Intent to Terminate Host Community Agreement

Dear Mr. Leighton:

Please be advised that this letter shall serve as formal notice that ACK Natural LLC (the "Company") is in material breach of its host community agreement (the "Agreement") with the Town of Nantucket (the "Town").

On July 9, 2025, the Town executed the Agreement in good faith based on the Company's express representation that it would comply with all local restrictions. Section 20 of the Agreement, "Limitations on Use," explicitly prohibits the Company from engaging in deliveries to consumers without prior written approval and a formal amendment:

[e]ven if authorized by the Commission, absent prior written approval from the Select Board and an amendment to the Agreement or separate host community agreement, the Company shall not: (ii) engage in deliveries to consumers

The Company flagrantly disregards this prohibition and actively advertises these prohibited services across social media, its official website, and various local forums.

The official website explicitly markets "Cannabis Delivery on Nantucket Island," boasting that the Company "comes to you" and is "the only cannabis dispensary on Nantucket that delivers":

***Cannabis Delivery on Nantucket Island by the Best Dispensary on Nantucket
Ack Natural offers cannabis delivery across Nantucket Island, bringing premium locally grown flower, edibles, vapes, and more directly to your door. Whether you***

are relaxing at your rental in Surfside, staying in Sconset, or winding down after a day on Cisco Beach, we come to you.

We are the only cannabis dispensary on Nantucket that delivers — making it easier than ever to enjoy island-grown cannabis without leaving your home or vacation rental.

<https://acknat.com/cannabis-delivery-nantucket/>. The Company's website also provides step-by-step instructions for consumers to "Order Weed Delivery," detailing a process that includes browsing its online menu, selecting delivery at checkout, and receiving an arrival window. These actions constitute a direct and undeniable engagement in delivery services in total disregard of the "Limitations on Use" clause set forth in the Agreement.

While the Town is aware of the Company's recent website update claiming that delivery services are temporarily "halted" and will soon be "back," this language is inherently misleading and confirms a persistent intent to resume services in direct defiance of the terms of the Agreement. This posture, coupled with the ongoing Company's ongoing marketing and advertisement of delivery services on third-party platforms and other sources, constitutes a bad-faith, continuous violation. The Town will not tolerate these deceptive practices.

Furthermore, the Town rejects the Company's assertion that it is shielded from liability because these deliveries are purportedly fulfilled through a third-party partner, "Social J." Section 20 of the Agreement expressly prohibits the Company from engaging in deliveries. By contracting with a third-party service to deliver its inventory, and by actively promoting, facilitating, and processing those orders through its own digital infrastructure, the Company is "engaging in deliveries" within the meaning of the Agreement. The use of a third-party intermediary does not launder the Company's breach of its contractual obligations to the Town. Whether fulfilled internally or via contract, the prohibited activity is being conducted at the Company's direction and for its direct financial benefit.

The Town is also well aware of the Company's transparent and meritless attempt to hide behind G.L. c. 94G, § 3(c). This statutory provision protects the transportation of marijuana products; it does not grant the Company a license to violate a bargained-for contractual prohibition on delivery to consumers. The Company's claim that this restriction is "unreasonably impracticable" is contradicted by its own history of operating for years without delivery, its express consent to the prohibition in Section 20 of the Agreement, and the fact that its competitor successfully operates under the same restrictions.

DEMAND IS HEREBY MADE that the Company immediately cease and desist engaging in any and all delivery operations including, but not limited to, contracting with third parties for delivery services and advertising delivery services. Pursuant to Section 24 of the Agreement, the Company has **thirty (30) days** from the date of receipt of this notice to cure this breach by

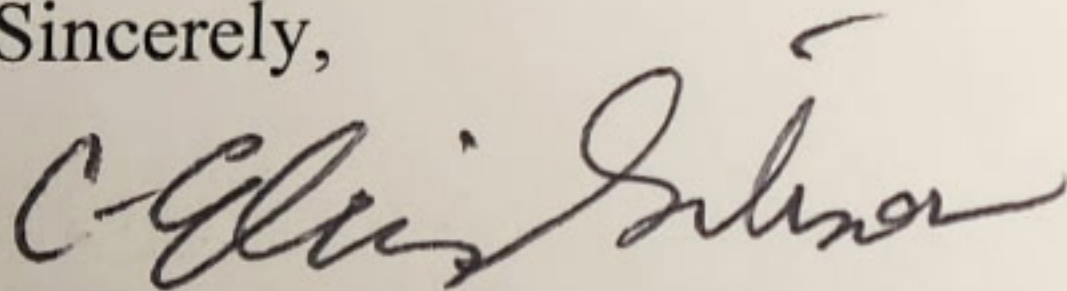
permanently terminating all consumer delivery services, including those managed by third parties.

FAILURE TO CURE SHALL RESULT IN THE AUTOMATIC TERMINATION OF THE AGREEMENT. Be advised that unless you receive written confirmation from the Town within thirty (30) days stating that the breach has been cured to the Town's satisfaction, this letter shall serve as a **FORMAL NOTICE OF TERMINATION** and the Agreement shall stand **TERMINATED** upon the expiration of the cure period. Following termination, the Town may pursue all available legal and equitable remedies, including injunctive relief and the recovery of legal fees.

As it is in everyone's interest to avoid the expense and inconvenience of litigation, the Town requests that you contact Nicole Constanzo of KP Law at ncostanzo@k-plaw.com as soon as possible to discuss how the Company intends to proceed. Notwithstanding the foregoing, nothing said in or omitted from this notice is a waiver of any rights, remedies, and defenses of the Town, all of which are reserved.

Thank you for your prompt attention to this matter.

Sincerely,



C. Elizabeth Gibson
Town Manager

cc: Smith, Costello & Crawford
1 State Street
Suite 1500
Boston, MA 02109