



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282695
Original Issued Date: 01/14/2020
Issued Date: 01/14/2020
Expiration Date: 01/16/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Community Growth Partners Great Barrington Operations LLC

Phone Number: 646-408-1196

Email Address: charlotte@communitygrowthpartners.com

Business Address 1: 783 South Main Street

Business Address 2:

Business City: Great Barrington

Business State: MA

Business Zip Code: 01230

Mailing Address 1: 783 South Main Street

Mailing Address 2:

Mailing City: Great Barrington

Mailing State: MA

Mailing Zip Code: 01230

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EE202207

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 97

Percentage Of Control:

97

Role: Owner / Partner

Other Role:

First Name: Charlotte	Last Name: Hanna	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian), White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		
Person with Direct or Indirect Authority 2		
Percentage Of Ownership: 3	Percentage Of Control: 3	
Role: Owner / Partner	Other Role:	
First Name: Marcus	Last Name: Williams	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), American Indian or Alaska Native		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:	Percentage of Ownership:	
Entity Legal Name: Community Growth Partners MA Real Estate LLC	Entity DBA:	DBA City:
Entity Description: This entity will own and make all capital improvements to the real estate at 783 South Main Street.		
Foreign Subsidiary Narrative:		
Entity Phone: 646-408-1196	Entity Email: charlotte@communitygrowthpartners.com	Entity Website: www.communitygrowthpartners.com
Entity Address 1: 470 Atlantic Avenue	Entity Address 2:	
Entity City: Boston	Entity State: MA	Entity Zip Code: 02210
Entity Mailing Address 1: 470 Atlantic Avenue	Entity Mailing Address 2:	
Entity Mailing City: Boston	Entity Mailing State: MA	Entity Mailing Zip Code: 02210
Relationship Description: Community Growth Partners MA Real Estate LLC (CGP Real Estate) will have indirect authority over Community Growth Partners Great Barrington Operations LLC by virtue of being the landlord of the location being licensed. Community Growth Partners Great Barrington Operations LLC will lease the property from CGP Real Estate, however CGP Real Estate will not have any direct authority over the management, policies security operations or retail operations of the Marijuana Establishment.		

Entity with Direct or Indirect Authority 2

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: Community Growth Partners Holdings LLC	Entity DBA:	DBA City:
Entity Description: Holding Company for All Marijuana License Holding Operations		
Foreign Subsidiary Narrative:		
Entity Phone: 646-408-1196	Entity Email: charlotte@communitygrowthpartners.com	Entity Website:
Entity Address 1: 470 Atlantic Avenue	Entity Address 2: 4th floor	
Entity City: Boston	Entity State: MA	Entity Zip Code: 02210
Entity Mailing Address 1: 470 Atlantic Avenue	Entity Mailing Address 2: 4th floor	

Entity Mailing City: Boston

Entity Mailing State: MA

Entity Mailing Zip Code:

02210

Relationship Description: This entity, as the holding company, has direct authority over the Marijuana Establishment. Its members are Charlotte Hanna and Marcus Williams. This entity was formed to hold all marijuana licenses and operate all plant touching businesses in Massachusetts. This entity will devise, direct and oversee all management, policies, security operations and retail operations of the Marijuana Establishment.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Charlotte

Last Name: Hanna

Suffix:

Types of Capital: Monetary/Equity,
Buildings

Other Type of
Capital:

Total Value of the Capital Provided:
\$400000

Percentage of Initial Capital:
35

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 783 South Main Street

Establishment Address 2:

Establishment City: Great Barrington

Establishment Zip Code: 01230

Approximate square footage of the establishment: 2965

How many abutters does this property have?: 25

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Cer - GB.pdf	pdf	5cdaed2841a4321320f247c9	05/14/2019
Plan to Remain Compliant with Local Zoning	Zoning Compliance Plan - GB.pdf	pdf	5cdaf641c70e2b132b311515	05/14/2019
Certification of Host Community Agreement	VIM Donation Letter.pdf	pdf	5d0a54d5fe6a8617e208fc4f	06/19/2019
Community Outreach Meeting Documentation	REVISED PROOF OF GB COMMUNITY OUTREACH.pdf	pdf	5d14f931622b7c1357f73cbe	06/27/2019
Plan to Remain Compliant with Local Zoning	site plan approval signed.pdf	pdf	5d1bbe31bbb965134133eed7	07/02/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is

zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	ROCA Letter.pdf	pdf	5d136eec41a4321320f2a71a	06/26/2019
Other	CGP & Bridge Letter Jun2019.pdf	pdf	5d312665cfc708389d7214d0	07/18/2019
Plan for Positive Impact	Positive Impact Plan - Great Barrington_Updated 7-18.pdf	pdf	5d312f6be230513892f80980	07/18/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Charlotte Last Name: Hanna Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Marcus Last Name: Williams Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role: Real Estate Contributor
Entity Legal Name: Community Growth Partners MA Real Estate LLC Entity DBA:
Entity Description: Owns, Leases and Improves Real Estate
Phone: 646-408-1196 Email: charlotte@communitygrowthpartners.com
Primary Business Address 1: 470 Atlantic Avenue Primary Business Address 2: 4th Floor
Primary Business City: Boston Primary Business State: MA Principal Business Zip Code:
02210

Additional Information: This entity was formed to purchase, lease and improve real estate for cannabis use. Currently this entity holds the Purchase and Sale agreement for the Retail Establishment which we seek to license at 783 South Main Street. This entity has been funded by Charlotte Hanna who is its single member.

Entity Background Check Information 2

Role: Parent Company Other Role:
Entity Legal Name: Community Growth Partners Holdings LLC Entity DBA: Community Growth Partners
Entity Description: Holding Company
Phone: 646-408-1196 Email: charlotte@communitygrowthpartners.com
Primary Business Address 1: 162 Argyle Road Primary Business Address 2:

Primary Business City: Brooklyn

Primary Business State: NY

Principal Business Zip Code:

11218

Additional Information: Community Growth Partners Holdings LLC has been created to hold all cannabis licenses and manage all license holding, plant touching operations. This entity is currently the single member owner of Community Growth Partners Great Barrington Operations LLC and Community Growth Partners Northampton Operations LLC. This entity has been funded by Charlotte Hanna and its current members are Charlotte Hanna and Marcus Williams.

Currently there are no assets or licenses that are operational and owned by this entity. This entity is currently only seeking cannabis licensure in Massachusetts. There are future plans to rollout the social enterprise business model - if the Massachusetts pilot program is successful - in other states. We are working with national leaders from the worlds of criminal justice reform, finance and political advocacy to help us shape our business model, evaluate its impact and market its efficacy.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GB Article of Organization.aspx.pdf	pdf	5cdad5f950e7af1803c1b7b1	05/14/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert Good Stand - State - GB.pdf	pdf	5cdad6c7acc50017edd5e895	05/14/2019
Department of Revenue - Certificate of Good standing	CGS.pdf	pdf	5ce2fa2dacc50017edd5f802	05/20/2019
Bylaws	CGP GB Bylaws-FINAL-PDF.pdf	pdf	5d238253bc101905252e625e	07/08/2019

No documents uploaded

Massachusetts Business Identification Number: 001372875

Doing-Business-As Name: rebelle

DBA Registration City: Great Barrington

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance - GB.pdf	pdf	5cdadca558ad7e1336c239da	05/14/2019
Proposed Timeline	GB Timeline.pdf	pdf	5ce42cb5acc50017edd5f9bc	05/21/2019
Business Plan	Business Plan_9.5.19.pdf	pdf	5d72ab9c38be9e227ac537cf	09/06/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	Inventory Procedures.docx.pdf	pdf	5cdf2841624ce5135e922ece	05/17/2019
Storage of marijuana	Storage of Cannabis.pdf	pdf	5cdf2efbc70e2b132b311ede	05/17/2019
Record Keeping procedures	Record keeping Procedures.pdf	pdf	5cdf2f1a13edb917cc1f9fe9	05/17/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5cdf2f43748dc71348c353d1	05/17/2019
Personnel policies including	Personnel Policies and Background	pdf	5cdf2f53722cea17c125d87e	05/17/2019

background checks	Checks.pdf				
Maintaining of financial records	Maintaining of Financial Records.docx.pdf	pdf	5cdf2f84bbb96513413387aa	05/17/2019	
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	5cdf307664ca8317f4fc8080	05/17/2019	
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Cannabis or Cannabis Products.pdf	pdf	5ce0a92b722cea17c125da7b	05/18/2019	
Quality control and testing	Quality Control and Testing_Updated.pdf	pdf	5d0a4e9bb965134133cd9c	06/19/2019	
Diversity plan	BRIDGE Letter.pdf	pdf	5d136f17c70e2b132b317656	06/26/2019	
Dispensing procedures	GB Dispensing Procedures_Updated.pdf	pdf	5d139910622b7c1357f7397e	06/26/2019	
Security plan	Limited Access Area Diagram.pdf	pdf	5d1b643f69291617ba863396	07/02/2019	
Transportation of marijuana	Transportation Plan - GB - Updated-PDF.pdf	pdf	5d1b8b0269291617ba86344e	07/02/2019	
Qualifications and training	Qualifications and Training_Updated 7-18.pdf	pdf	5d313083a442c833e60684de	07/18/2019	
Security plan	Retail Security Plan_updated 7.19.pdf	pdf	5d31d6b2d0f20f34037124ab	07/19/2019	
Security plan	Foley Letter Security.pdf	pdf	5d3787b754bcfa38af03422a	07/23/2019	
Diversity plan	Diversity Plan - Great Barrington_Updated 9.5.19.pdf	pdf	5d72ab6a8906c11df69ca1d4	09/06/2019	

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

I certify that all information contained within this renewal application is complete and true.:

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

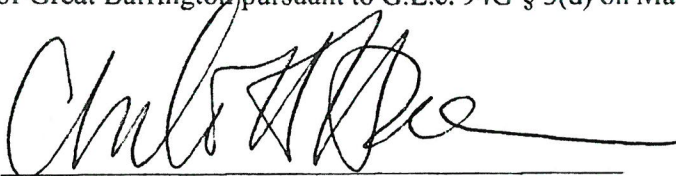
Monday From: 9:00 AM	Monday To: 7:00 PM
Tuesday From: 9:00 AM	Tuesday To: 7:00 PM
Wednesday From: 9:00 AM	Wednesday To: 7:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

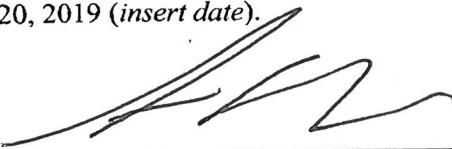
I, Charlotte Hanna, certify as an authorized representative of Community Growth Partners Great Barrington Operations LLC that the applicant has executed a host community agreement with The Town of Great Barrington pursuant to G.L.c. 94G § 3(d) on March 18, 2019.



Signature of Authorized Representative of Applicant

Host Community

I, Stephen Bannon, certify that I am the contracting authority or have been duly authorized by the contracting authority for The Town of Great Barrington to certify that the applicant and The Town of Great Barrington have executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 20, 2019 (*insert date*).

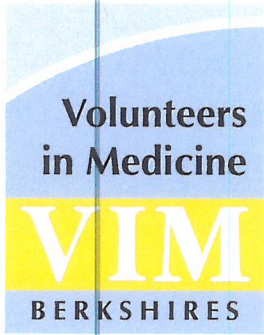


Signature of Contracting Authority or
Authorized Representative of Host Community

STEPHEN BANNON
CHAIR of GREAT BARRINGTON
SELECT BOARD

Community Growth Partners Great Barrington Operations LLC
Marijuana Retailer Application
Plan to Remain Compliant With Local Zoning

Community Growth Partners Great Barrington Operations LLC and all its affiliated parent and sponsor entities has already begun to work closely with local zoning and planning municipal officials in Great Barrington. We have established strong relationships with the Town Planner, Chris Rembold and members of the local Select Board and Planning Board with whom we have met several times already to review our building plans. We believe that these strong relationships will only help us as we build our retail location and ensure we are compliant with local zoning and building code. We have been and will continue to be compliant with all ordinances outlined in local zoning code 17.8 **MARIJUANA ESTABLISHMENTS AND MEDICAL MARIJUANA TREATMENT CENTERS**. Additionally, we have hired the best land use attorney in the town, Peter Puciloski, who has also represented other successfully permitted local marijuana operators. Pete has already represented us before the local Select Board and will continue to represent us – along with our team of local architects, surveyors, engineers and contractors who we have already hired.



Caring Freely
for the Uninsured

- Medicine
- Dentistry
- Mental Health
- Optometry
- Acupuncture
- Nutrition
- Therapeutic
Bodywork

To Whom it may concern,

Volunteers in Medicine Berkshires (VIM Berkshires) supports the application for Community Growth Partners. We are a free medical facility that provides free medical, dental, behavioral health, optometry, nutrition, integrative pain management, and intensive case management to 1000 local residents without medical and/or dental insurance.

Over the past two years VIM has had a 33% growth rate and our team is encouraged by the financial commitment of CGP. We are willing to receive this donation and potentially others through their employee donation match program.

Please reach out with any questions,
Best

A handwritten signature in black ink, appearing to read "Ilana Steinhauer", is written over a horizontal line.

Ilana Steinhauer
Executive Director

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Charlotte Hanna, attest as an authorized representative of Community Growth Partners Great Barrington Operations LLC, that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 31, 2019.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on January 24, 2019, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on January 22, 2019 with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 18, 2019, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment B

NOTICE OF COMMUNITY OUTREACH MEETING
Community Growth Partners

Notice is hereby given that Community Growth Partners will host a Community Outreach Meeting to discuss the proposed siting of Adult Use Marijuana Retail Establishment at 783 S Main St, Great Barrington, MA, 01230 in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.000

January 31st, 2019 - 6pm
Fairfield Inn
249 Stockbridge Rd (Route 7),
Great Barrington, MA 01230

Topics to be discussed at the meeting include but not limited to:

- Plans for maintaining a secure facility;
- Plans to prevent diversion to minors;
- Plans to be a positive impact of the community; and
- Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.



ATTACHMENT B



[Home](#) » [Selectboard](#)

Community Growth Partners Community Outreach Meeting

249 Stockbridge Rd., Fairfield Inn

Event Date: Thursday, January 31, 2019 - 6:00pm

Related Agenda ▲

Community Growth Partners

SUBMITTED ON JANUARY 22, 2019 - 2:22PM

Upload file:

[cgp.pdf](#)

Date: Thursday, January 31, 2019 - 6:00pm

Budget Policies

Driveway Permits

License and Permit Applications

Safe Communities - Trust Policy

Selectboard Policies and Procedures

Selectboard's 2018 Regular Meeting Schedule

Sewer Abatement Application and Policies

Strategic Planning Priorities

Town Charter

Town Code

Town Meeting/Election Calendar for 2019

Town Organizational Chart

Contact Info

Phone:

(413) 528-1619 ext 2

Fax:

(413) 528-2290

Address:

334 Main Street

Great Barrington, MA 01230

United States

See map: [Google Maps](#)

Town Hall • 334 Main Street • Great Barrington, MA 01230 • Phone: (413) 528-1619 • Fax:
(413) 528-2290

Office Hours: Monday - Friday, 8:30 AM - 4:00 PM

[Government Websites by CivicPlus®](#)

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- Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

ATTACHMENT C - PRINT OUT OF MAILING LABELS TO ABBUTERS

Name Field-3 Street City, State zipcode	Berkhill 777 LLC 30 East Northhamton St Wilkes-Barre, PA 18701-2403	Lean to LLC 52 Reed St Gt Barrington, MA 01230-2011
Silvio P. &Theresa Macchi 50 Reed St Gt Barrington, MA 01230-2011	Mary A. Curtiss c/o Mary Peltier 554 S Washtington St Washington, MA 01223-9647	Priscilla M. Cook 5 Reed St Gt Barrington, MA 01230-2011
Erik T. & Amy D. Raymond 3 Reed St Gt Barrington, MA 01230-2011	Thomas R. Dawson 1974 Swamp Rd Richmond, MA 01230-2011	Alexandra H. Glover, Trustee LGP Nominee Realty Trust 785 Main St Gt Barrington, MA 01230-2007
Felix E. Cando 18 Reed St Gt Barrington, MA 01230-2009	Deborah J. Rossi Decker 24 Reed St Gt Barrington, MA 01230-2009	Melissa T.Bona 30 Reed St Gt Barrington, MA 01230-2009
Jame L. Bernoi 36 Reed St Gt Barrington, MA 01230-2009	Fair Ground Community Redevelopment Project Inc. c/o Bart Elsbach 1554 Boardman St Sheffield, MA 01257-9522	Ellen N. Zucco & Joan M. Zucco 48 Reed St Gt Barrington, MA 01230-2009
Kenneth Gurney 44 Reed St Gt Barrington, MA 01230-2009	Tessa T. Hutchinson 38 Reed St Gt Barrington, MA 01230-2009	David P Kay 789 Main St Gt Barrington, MA 01230-2220
AJC Berkshire LLC 789 Main St Gt Barrington, MA 01230-2220	Richard & Barbara Zdziarski 789 Main St Gt Barrington, MA 01230-220	Guido's Realty Inc. 1020 South St. Pittsfield, MA 01201-8225
Barking Dog Reserves LLC 776 Main St Gt Barrington, MA 01230-2014	Jade Fox LLC, East Mountain Medical Attn:Daniel Patel MD suite 1 780 Main St Gt Barrington, MA 01230-2149	Big Y Foods Inc. PO Box 7840 Springfield, MA 01102-7840
Town Of Great Barrington room 208 334 Main St Gt Barrington, MA 01230-1832	Planning Board Christopher Rembold 334 Main St Gt Barrington, MA 01230-1832	Town Mangager of Great Barrington Jennifer Tabakin 334 Main St Gt Barrington, MA 01230-1832
Town Clerk of Great Barrington Marie Y. Ryan 334 Main St Gt Barrington, MA 01230-1832	Select Board of Great Barrington Stephen Bannon 334 Main St Gt Barrington, MA 01230-1832	



**Town of Great Barrington
Planning Board**

PB SPR 2
Rev. March 2014

Site Plan Review Decision

FOR PLANNING BOARD USE ONLY

INSTRUCTIONS TO PLANNING BOARD

Complete this form to record a Site Plan Review decision of the Planning Board. Sign the form, and make 3 copies of the completed form. File the original with the Town Clerk. File one copy, with attached plans, with the Building Inspector. Send one copy to the Applicant and retain one copy for the Town Planner / Planning Board file.

APPLICATION INFORMATION

Application Number 98-19 Initial Filing Date 5/16/19

Applicant Name Community Growth Partners MA Inc.

Site Address 783 Main Street

Application for: Site plan approval per 7.18 of the bylaw for a marijuana retail store, per application of 5/16/19 and revised
site plans dated June 2019 prepared by Kelly Granger, Parsons & Associates

PLANNING BOARD DECISION

By its vote of 4 in favor and 0 opposed, on 6/13/19 (date), the Planning Board

- ☐ approved
☒ approved with conditions
☐ denied

The conditions of approval, if any, are as follows:

1. The proposed fence along the Main Street frontage be not higher than 6 feet;
2. Parking surface shall conform to the code requirements for handicapped access; if pavement is needed to meet the code, it is acceptable to the Planning Board that the surface between the handicapped parking and the handicapped access to the building not be a permeable or gravel material;
3. Prior to commencing retail operations, the Operator shall submit to the Town Planning Department a copy of the final license(s) approved / issued by the Massachusetts Cannabis Control Commission.

Certificate of Occupancy. A Certificate of Occupancy shall be issued for this project only if the project has been completed per the approved Site Plan and its conditions, if any.

Lapse. The Applicant is hereby notified that, per 10.5.6 of the Zoning Bylaw, Site Plan approval shall lapse after one year from the grant thereof if a substantial use thereof has not sooner commenced except for good cause. Such approval may, for good cause, be extended in writing by the Board upon the written request of the applicant.

Signed Christopher Rumbold Date 6/25/19

Title: Town Planner

Community Growth Partners Great Barrington Operations LLC

Retail Application

Positive Impact Plan

Introduction

Community Growth Partners (CGP) is committed to being an active and engaged community partner and educator in Great Barrington and throughout the Berkshire's region. As a start-up whose social purpose is core to our mission, we believe that a new type of just and equitable capitalist enterprise like us can help contribute to our community in many positive way. We believe that it is our duty to provide consistent and reliable educational resources on the impact and uses of cannabis, to bring awareness to the social injustices widely present within the cannabis industry today, and to use portions of our income to pay reparations to families and individuals who have been disproportionately negatively impacted by the criminalization of cannabis.

CGP is committed to being a transparent resource for any cannabis related concern, and we believe that by developing collaborative relationships with the local municipal, business, law enforcement, healthcare, and non-profit professionals in Great Barrington, we will be able to minimize negative perception towards the cannabis industry. Our goal is to be a partner in supporting the needs of the community, while also eliminating stigma and heightened fear amongst our neighbors.

While we recognize that Great Barrington is not a state-designated area of disproportionate impact, we plan to extend our positive impact planning throughout the Berkshire's region, specifically to North Adams and Pittsfield. We have created a layered community engagement platform centered around criminal justice reform and the economic empowerment of communities and individuals who have been most harmed as a result of the criminalization of cannabis.

Positive Community Impact Goals

Community Growth Partners ("CGP") is a social impact cannabis brand dedicated to providing consistent access to a safe and reliable product that is ethically grown and sourced. We are delighted to work with a Cannabis Control Commission that is so clearly devoted to building social equity in this space as a response to the many injustices that have disproportionately targeted low socioeconomic areas. We believe this is an important responsibility of all cannabis entrepreneurs and enthusiasts and look forward to executing our Community Engagement Plan in Massachusetts.

- *Goal 1* Be an accelerator for generational wealth building opportunities among our employees from the community
- *Goal 2* Be a reliable source for cannabis education and awareness
- *Goal 3* Develop an effective platform for criminal justice reform and support of areas of disproportionate impact

These goals represent our long-term vision for relevant and effective community engagement across the state. We believe that in order to achieve these goals, we need a layered approach to address the injustices caused by cannabis criminalization, economically empower those populations most impacted by said criminalization, and to eliminate the negative stigma associated with cannabis and its use.

Positive Community Impact Programs

CGP will employ a Director of Community Affairs, whose primary duties will include the execution of our statewide Community Engagement Plan and we will partner with a local non-profit organization to help us execute these initiatives.

1. Criminal Justice Reform Program

CGP will commit 3% of our annual net profits to our criminal justice reform program, as outlined below. This program is committed to providing comprehensive assistance and real change in the lives of families and communities that have been disenfranchised as a result of cannabis criminalization.

Expungement: Year 1 will focus on the financial assistance of legal fees for individuals attempting to expunge cannabis criminal charges from their record. Criminal record expungement can cost anywhere from a few hundred to over several thousand in legal fees, depending on the number and severity of charges. Our goal is to cover the legal expungement fees, in their entirety, of at least 5 individuals from areas of disproportionate impact who have otherwise been unable to seek this service, and to help those individuals identify and pay for the appropriate legal help if/when they cannot do so themselves. ROCA has agreed to be our community partner for this effort (see attached letter).

2. Compensation for Employee Driven Community Engagement

Consistent with our corporate values, we look forward to nurturing a company culture that encourages employees to actively participate in community engagement efforts that they are passionate about.

Dollar-for-Dollar Donation Match Program – CGP will match the donations its employees make to charities in areas of disproportionate impact, up to \$500 per employee per year. Through this program, we hope to increase the available funding for local charities and demonstrate to our employees that we support the causes they care about. These charities will be approved based on their proximity to our facility and/or their service to areas of disproportionate impact. Potential organizations will be contacted in advance and required to provide a letter stating that they are willing to receive the donation. Currently, ROCA, Bridge and VIM have all agreed to accept donations through this program (see attached letters), and we hope to develop additional community partners willing to accept donations as we engage further in North Adams and Pittsfield.

3. Community Education and Outreach

CGP recognizes that the introduction of adult-use cannabis will raise many questions and concerns within the community. To address these concerns, CGP will create consistent educational outlets on and off site.

Cannabis 101: CGP will offer monthly education seminars to provide an opportunity for local community members to learn and ask questions about the many uses and health benefits of cannabis, the history of its criminalization, the impact criminalization has had on certain communities. Our goal is to not only educate our community but to also build bridges between different communities whose shared experiences and perceptions might be totally opposite. These free seminars will be open to the public and will be held outside of our retail location, in collaboration with Bridge, our community partner in the Berkshire's region (see attached letter), and will target disproportionately impacted groups as described by the Commission (particularly North Adams and Pittsfield) but also members of the community who are curious and want to better understand what social equity means in cannabis and capitalism as a whole. We plan to hold workshops in Great Barrington as well as locations most accessible to people from nearby areas of disproportionate impact such as Pittsfield.

4. Economic Empowerment Profit Sharing Program

Our employee profit-sharing program is a wealth building opportunity that gives our local community employees (many of whom have been disproportionately impacted by the past drug laws) the opportunity to participate in the wealth generating opportunities of the new cannabis industry. As part of our total compensation package, we have designed a profit sharing program where employees from our local communities with a minimum of 1 year of employment and good performance feedback will be compensated with a year-end bonus. Our goal is to reward employees for hard work and create shared values and goals as an organization by sharing 10% of our annual profit with our local employees. Employees can elect that their bonuses be paid on either a cash basis or through electing to receive shares in the company's stock in lieu of cash. Through this program, we will educate our employees about the importance of capital in creating wealth. Our goal is to introduce economic rewards systems - common in start-ups - to communities that may not have had access to these wealth generating structures.

Community Impact Measurements

The company will produce an annual community engagement report to outline the progress of our efforts. This will be made available on our website, and can be requested in printed format by any of our community partners. The Director of Community Affairs will be responsible for the tracking management and reporting of all relative qualitative and quantitative data. The information will be released within 45 days of our annual report and will be provided to the Commission upon request or as part of CGP's annual license renewal process. The community engagement report will describe CGP's progress toward the goals of the below-outlined programs.

Criminal Justice Reform Program

- We will measure how many individuals are served through our criminal record expungement efforts
- We will measure our financial contribution through our criminal record expungement efforts
- Future reports will measure all additional engagement efforts, including number of individuals served, manner in which they were served, services provided, and the financial contribution of all efforts

Employee Donation Program

- CGP will measure how many dollars are going to not-for-profit organizations through our matching program

Community Education & Outreach

- We will measure our outreach and education program by number of events organized and attendance by community members
- We will measure our capacity to create community partnerships
- We will measure our capacity to respond to community requests for specific education offerings
- We will measure the diversity of leaders/speakers and presenters as it relates to their race, disability status, sexual orientation, and/or veteran status

Employee Economic Empowerment Profit Sharing Program: 100% of all full-time employees with minimum 1 year of service will participate in the profit sharing program, to which 10% of store profits will be allocated annually. CGP will report a summary of the profit sharing program each year.

CGP acknowledges, is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Finally, none of the actions taken or programs instituted by CGP will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001372875

1. The exact name of the limited liability company is: COMMUNITY GROWTH PARTNERS GREAT BARRINGTON OPERATIONS LLC

2a. Location of its principal office:

No. and Street: 783 S MAIN STREET

City or Town: GREAT BARRINGTON

State: MA

Zip: 01230

Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 470 ATLANTIC AVE

4TH FLOOR

City or Town: BOSTON

State: MA

Zip: 02210

Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TO CONDUCT ACTIVITIES PURSUANT TO 935 CMR 500, AND OTHER LAWFUL PURPOSES. TH
IS ENTITY IS NEEDED IN ORDER TO APPLY TO BE LICENSED AS A MARIJUANA RETAIL ESTA
BLISHMENT BY THE MASSACHUSETTS CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHARLOTTE HANNA

No. and Street: 470 ATLANTIC AVE

4TH FLOOR

City or Town: BOSTON

State: MA

Zip: 02210

Country: USA

I, CHARLOTTE HANNA resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	CHARLOTTE HANNA	470 ATLANTIC AVE 4TH FLOOR BOSTON, MA 02210 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHARLOTTE HANNA	470 ATLANTIC AVE 4TH FLOOR BOSTON, MA 02210 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of March, 2019,
CHARLOTTE HANNA

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

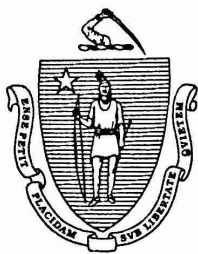
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 18, 2019 05:47 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

March 19, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

COMMUNITY GROWTH PARTNERS GREAT BARRINGTON OPERATIONS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 18, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHARLOTTE HANNA**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHARLOTTE HANNA**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CHARLOTTE HANNA
COMMUNITY GROWTH PARTNERS GREAT B
470 ATLANTIC AVE # 4TH FLOOR
BOSTON MA 02210-2208

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, COMMUNITY GROWTH PARTNERS GREAT BARRINGTON OPERATI is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

**Operating Agreement of
Community Growth Partners Great Barrington Operations LLC**

This Operating Agreement of Community Growth Partners Great Barrington Operations LLC, a Massachusetts limited liability company (the “Company”) is effective as the Effective Date (as defined below), by the Sole Member identified in Section 2.1 below.

WHEREAS, the Company was organized on March 18, 2019 (the “Effective Date”), with such formation being made pursuant to the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the “Massachusetts Act”), by filing a Certificate of Organization of the Company with the office of the Secretary of the Commonwealth of The Commonwealth of Massachusetts (as it may be amended at any time and from time to time, the “Certificate of Organization”); and

WHEREAS, it is intended that the Company be treated as a partnership for federal and state income tax purposes.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Member hereby agrees as follows:

**ARTICLE 1.
GENERAL PROVISIONS**

Section 1.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Organization with the Secretary of the Commonwealth of The Commonwealth of Massachusetts pursuant to the Massachusetts Act. The Certificate of Organization may be amended or restated by Member Approval. The Member hereby agrees to continue the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Member shall be as provided in the Massachusetts Act, except as otherwise expressly provided herein.

Section 1.2 Company Name.

(a) The name of the Company is “Community Growth Partners Great Barrington Operations LLC”. All business of the Company shall be conducted under the Company name unless Member executes, files and records such certificates as are required

by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of **Article 10** or otherwise, except as otherwise expressly provided herein or by applicable law, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 1.3 Place of Business; Agent for Service of Process.

(a) The principal place of business of the Company shall be such location as determined from time to time by Member Approval. The initial principal place of business of the Company is 783 South Main Street Great Barrington, MA 01230.

(b) The registered agent for the Company is set forth in the Company's certificate of formation. The registered office of the Company and the name and the address of the resident agent for service of process may change with Member approval. In the event of any such change, the Member shall cause to be filed an instrument recording any such changes with the office of the Secretary of The Commonwealth of Massachusetts.

Section 1.4 Purposes and Powers of the Company.

(a) The purpose of the Company is to engage in cannabis activities and create a material positive impact on society and, taken as a whole, from the business and operations of the Company; any and all activities necessary, advisable or incidental thereto, to the extent permitted and in accordance with Massachusetts law; and any other lawful business, purpose or activity for which limited liability companies may be formed under the Massachusetts Act.

(b) The Company shall have the power and authority to take any and all actions necessary or convenient to, or for the furtherance of, the purposes set forth in Section 1.4(a), including, but not limited to, the power and authority:

(i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Massachusetts Act in any state, territory, district or possession of the United States or in any

foreign country that may be necessary, convenient or incidental to accomplish the purposes of the Company;

(ii) to acquire (by purchase, lease, contribution of property or otherwise), own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary or convenient to accomplish the purposes of the Company;

(iii) to negotiate, enter into, perform, amend, extend, waive, terminate or take any other action with respect to contracts of any kind, including, without limitation, contracts with any Member, any Affiliate thereof, or any employee or agent of the Company in connection with, or necessary or convenient to, the accomplishment of the purposes of the Company and any lease, contract or security agreement in respect of any assets of the Company;

(iv) to purchase, subscribe for or otherwise acquire, own, hold, vote, sell, mortgage, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies, or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(v) to lend money for the Company's proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(vi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(vii) to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name, and to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company and to hold proceeds against the payment of contingent liabilities;

(viii) to indemnify any Person in accordance with the Massachusetts Act;

(ix) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company; and

(x) to cease its activities and cancel its Certificate of Organization in accordance with the terms of this Agreement and the Massachusetts Act.

Section 1.5 Fiscal Year.

The “Fiscal Year” of the Company shall be the tax year of the Company and shall initially be the calendar year, or such other Fiscal Year as may be designated by Member Approval and permitted by the Internal Revenue Code.

Section 1.6 Duration.

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

- (a) The receipt of Member Approval with respect to such dissolution and winding up.
- (b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.
- (c) The entry of a decree of judicial dissolution under Section 18-802 of the Massachusetts Act.

ARTICLE 2 MANAGEMENT OF THE COMPANY

Section 2.1 Member.

The Sole Member of the Company at the time of adoption of this Agreement is Community Growth Partners Holdings LLC, a Delaware Limited Liability Company formed under Chapter 18 of Title 6, et seq., of the Delaware Code (the “Delaware Limited Liability Company Act”).

Section 2.2 Powers of the Sole Member.

Except as otherwise expressly provided herein, the management and operation of the Company and its business and affairs shall be, and hereby is, vested solely in the Member. In discharging the duties as the Sole Member and in considering the best interests of the Company and its social purpose, a Member shall consider the effects of any action or inaction on:

- (a) the ability of the Company to create a material positive impact on the communities where it operates and on the environment, taken as a whole;
- (b) the employees and work force of the Company, its subsidiaries, and its suppliers;

(c) the interests of its customers as beneficiaries of the purpose of the Company to have a material positive social impact on the communities where it operates;

(d) community and societal factors, including those of each community in which offices or facilities of the Company, its subsidiaries, or its suppliers are located;

(e) the local environment; and

(f) the short-term and long-term interests of the Company, including benefits that may accrue to the Company from its long-term plans and the possibility that these interests may be best served by the continued independence of the Company.

Section 2.3 Other Agents.

From time to time, the Member may hire employees and appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Member Approval. Such employees and agents (including those designated as officers) may be removed with Member Approval.

Section 2.4 Reimbursement.

The Company shall reimburse authorized representatives of the Company for all out-of-pocket expenses reasonably incurred by the Member and such authorized representatives on behalf of the Company. Such expenses may include travel, seminars, conference attendance fees, and other expenses related to transacting business on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or fee to the Members or such authorized representatives.

Section 2.5 Advisory Board.

The Member shall establish an advisory board (the “Advisory Board”). The purpose of the Advisory Board shall be to provide business and local social impact guidance to the Member in the development and marketing of the Company’s products and services as well as the operations of the Company.

ARTICLE 3 CAPITAL CONTRIBUTIONS

Section 3.1 Initial Contribution.

The Member shall make a Capital Contribution to the Company in the amount of \$100. The Member, in his or her sole discretion, may from time to time make additional Capital

Contributions to the Company.

Section 3.2 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any distribution or other payment, as applicable, to any Member (including any former Member) the amount (the “Member Tax Amount”) of (i) any taxes required to be, or that should have been, withheld with respect to such distribution or other payment or any other distribution, payment, or allocation to such Member, (ii) any tax liability of the Company otherwise attributable to such Member, whether or not already paid by the Company, and (iii) any interest, additions to tax and penalties in respect of taxes described in the foregoing clauses (i) or (ii). For avoidance of doubt, Member Tax Amounts will include any “imputed underpayment” within the meaning of Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law) that the Member determines to be appropriate to treat as a tax liability attributable to Members (including former Members). All Member Tax Amounts withheld from any distribution or other payment to a Member shall be treated as amounts distributed or paid by the Company to such Member. If no distribution or other payment is then being made to such Member in an amount sufficient to cover the Member Tax Amounts attributable to such Member, then the shortfall that the Company is obligated to pay to a taxing authority shall be deemed to be an interest-free advance from the Company to such Member, payable by such Member by withholding from subsequent distributions or other payments by the Company to such Member or within fourteen (14) days after receiving a written request for payment from the Company; provided, that, in any event such amount shall be repaid to the Company no later than the date of the final distribution in liquidation of the Company. The amount of any taxes (including interest, additions to tax and penalties in respect of such taxes) that are paid by, or withheld from distributions by, entities that are partnerships or other flow-through entities for tax purposes through or in which the Company, directly or indirectly, holds an investment shall be treated as Member Tax Amounts that are subject to this Section on the date such taxes are paid or withheld. Each Member and former Member agrees to timely complete and deliver to the Company, and to timely provide such other information, reasonably requested by the Company for tax purposes, including Massachusetts Form PTE-EX (as applicable).

Section 3.3 Member Investment.

Each Member understands that the Membership Interests have not been registered under the Securities Act, or registered or qualified under the securities or “Blue Sky” laws of any other jurisdiction. Each Member is acquiring such Member’s Membership Interest for the Member’s own account for investment, and not for, with a view to, or in connection with the

resale or distribution thereof. The nature and amount of each Member's investment in the Membership Interests is consistent with such Member's investment objectives, abilities, and resources. Each Member understands that the Membership Interests are an illiquid investment, which will not become freely transferable by reason of any "change of circumstances." Each Member has adequate means of providing for the Member's current needs and possible contingencies and has no need for liquidity in the Member's investment.

ARTICLE 4

ASSIGNMENT AND SUBSTITUTIONS

Section 4.1 Assignability of Interests; Substitute Members.

The Member may sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's Membership Interest, whether voluntarily or by operation of law. Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to the extent assigned, the share of Adjusted Taxable Profit and Adjusted Taxable Loss and the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment. An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 8.2. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon the Assignee's written assumption of all of the obligations, restrictions and liabilities of the assigning Member with respect to the assigned Membership Interest under this Agreement and the Assignee's execution of an instrument whereby such Assignee becomes a party to this Agreement as a Substitute Member.

Section 4.2 Additional Requirements.

As additional conditions to the validity of any assignment of a Membership Interest and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

(a) shall not violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction;

(b) shall not cause the Company to be terminated for United States federal income tax purposes or to be treated as a publicly traded partnership under the Internal Revenue Code, unless agreed to in writing by Member approval;

(c) shall not be made to a Person that has been, or could reasonably be expected to be,

subject to an Adverse Suitability Determination;

(d) if the assigning Member is a “controlling person” (as defined by 935 CMR 500.050) of the Company, shall not be made to any Person that is a “controlling person” in any other Person that holds any cannabis license in the Commonwealth of Massachusetts; and

(e) shall not result in, or reasonably be expected to result in, an Adverse Suitability Determination with respect to the Company.

Section 4.3 Distributions as Between Assignor and Assignee.

If a Membership Interest shall be validly assigned, then the assignor and Assignee shall each be entitled to distributions as follows: unless the assignor and Assignee shall agree otherwise and so provide in the instrument of assignment, distributions shall be made to the Person owning the Membership Interest at the date of distribution. For the purpose of making computations based on distributions, any distribution to an Assignee who, at the time of the computation, (i) has not been admitted as a Substitute Member shall be deemed to have been made to the assigning Member, and (ii) has been admitted as a Substitute Member shall be deemed to have been made to the Assignee.

Section 4.4 Deemed Agreement.

Any Person who acquires in any manner whatsoever any Membership Interest or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Membership Interest or other interest in the Company of such Person was subject to or by which such predecessor was bound.

Section 4.5 Transfer of Capital Accounts.

The Capital Account established for each Substitute Member shall initially be in the same amount as the Capital Account of the Member (or portion thereof) to which such Substitute Member succeeds, at the time such Substitute Member is admitted as a Member of the Company. The Capital Account of any Member whose Membership Interest shall be increased by means of a transfer to it of all or part of the Membership Interest of another Member shall also be appropriately adjusted to reflect such transfer. Any reference in this Agreement to a Capital Contribution of, or distribution to, a Member that has succeeded any

other Member shall include any Capital Contributions or distributions previously made by or to the former Member on account of the Membership Interest of such former Member transferred to such Member.

Section 4.6 Company Right of Repurchase

(a) The Company shall have the right, but not the obligation, to purchase from a Member (such Member, the “Repurchase Member”) all of such Member’s Membership Interest (the “Repurchased Interest”), for an amount equal to the distribution such Repurchase Member would have received pursuant to Section 5.2 assuming a complete liquidation of the Company (the “Repurchase Price”), upon the occurrence of any of the following events:

- (i) an Adverse Suitability Determination is made with respect to the Member;
- (ii) a Cannabis Regulatory Body advises the Company that a decision on the Company’s marijuana business license is being delayed beyond six (6) months following the filing of the Company’s application for a marijuana business license, and the Company is advised that the primary reason for such delay is the participation of or concerns about the Member; or
- (iii) if the Member is a “controlling person” (as defined by 935 CMR 500.050) of the Company, and the Member becomes a “controlling person” of any other Person that holds any cannabis license in the Commonwealth of Massachusetts.

(b) The Company, at its choice, may satisfy its payment obligation to the Repurchase Member with respect to its purchase of the Repurchased Interests by any of the following methods, or any combination of such methods: (i) by check, (ii) by wire transfer of immediately available funds, (iii) in the event the Repurchase Member is indebted to the Company, by canceling all or any portion of such indebtedness or (iv) by delivering to the Repurchase Member a promissory note with a principal balance equal to the aggregate Repurchase Price, which note shall be payable over a ten (10) year period and shall bear interest at a rate equal to the last published long-term Applicable Federal Rate. The entry of a decree of judicial dissolution under Section 18-802 of the Massachusetts Act.

Section 4.7 No Right to Division of Assets.

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

ARTICLE 5

LIQUIDATION OF THE COMPANY

Section 5.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article and the Massachusetts Act. The liquidation shall be conducted and supervised by the Member or, if there are no remaining Members, by the personal representative (or its nominee or designee) of the last remaining Member. The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company assets to the Members subject to liens.

(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

Section 5.2 Final Allocations and Distributions.

Upon dissolution of the Company, the Company's liabilities to its creditors shall be paid, or provision for such payment as determined by the Liquidating Agent shall be made, prior to any other distributions to the Members. After paying such liabilities and providing for such reserves and after giving effect to all contributions, distributions and allocations for all periods, the Liquidating Agent shall cause the remaining net assets of the Company (and the remainder, if any, of the reserves established in accordance with the foregoing) to be distributed to and among the Members.

ARTICLE 6

DUTIES, EXCULPATION AND INDEMNIFICATION

Section 6.1 Duties of Member, Manager, Adviser, Tax Matters Person and Liquidating Agent.

Each Member, Manager Adviser, Tax Matters Person and Liquidating Agent shall exercise in good faith such Person's judgment in carrying out such Person's functions and, otherwise, shall owe no duties to the Company or any Member in such capacity. The Members hereby agree that this Section and the other provisions of this Agreement, to the extent that they restrict or eliminate duties of any Member, Manager, Adviser, Tax Matters Person or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent.

Section 6.2 Liability of Members.

(a) A Member who receives a distribution made in violation of the Massachusetts Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, provided by the Massachusetts Act.

(b) Except as provided under the Massachusetts Act and this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager or Covered Person described in **Section 6.2** shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being Member. Without limiting the foregoing, (i) no Member in the Member's capacity as such shall have any liability to restore any negative balance in such Member's Capital Account and (ii) the failure of the Company to observe any formalities or requirements relating to exercise of the Company's powers or management of its business or affairs under this Agreement or the Massachusetts Act shall not be grounds for imposing personal liability on any Member, Manager or Covered Person described in Section 6.2 for liabilities of the Company.

Section 6.3 Exculpation; Liability of Covered Persons.

(a) To the fullest extent permitted by law, none of the Members, Managers, Advisers, Tax Matters Persons, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Member, Manager, Adviser, Tax Matters

Person or Liquidating Agent (each, a “Covered Person”) shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud, or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any United States federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 6.4 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person’s conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which

such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 6.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section.

(d) The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against

such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of any part of this Agreement or under applicable law.

Section 6.5 Interested Transactions.

The Company may transact business and enter into and amend contracts, agreements and arrangements with one or more Covered Persons, or with any corporation, partnership, organization or other concern of or in which any one or more Covered Persons are directors, officers, stockholders, partners, members, trustees or otherwise interested. In the absence of fraud, (i) no such transaction, contract or arrangement shall be invalidated or in any way affected by the fact that such Covered Persons have or may have interests that are or might be adverse to the interest of the Company, even though the vote, consent or other action of such Covered Persons may have been necessary to obligate the Company under such transaction, contract or arrangement, and (ii) in the additional absence of any express agreement to the contrary, no such Covered Person shall be liable to the Company, any Member, any creditor of the Company or any other Person for any loss incurred by reason of any such transaction, contract or arrangement, nor shall such Covered Person be accountable for any gains or profits realized thereon.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.1 Books and Accounts

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Organization and such books of account, but only to the extent such books of account reasonably relate to such Member's Membership Interest and not the Membership Interest of any other Member. The Members hereby acknowledge that, pursuant to Section 18-305(g) of the Massachusetts Act, the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section and that any other rights provided under Section 18-305(a) of the Massachusetts Act shall not be available to the Members or applicable to the Company.

(b) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company.

(c) Notwithstanding the foregoing, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of United States federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of United States federal law or regulation. No Person subject to the restrictions set forth in this Article shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. Section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

Section 7.2 Survival of Rights and Remedies.

No failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

Section 7.3 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or Member in their capacity as such, to the Company's principal place of business, and if intended for any Member to the address the Member designates. Notices shall be deemed to have been given when personally delivered if mailed, on the earlier of (A) three (3) days after the date on which deposited in the mails, and (B) the date on which received, or if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section shall not prohibit the giving of written notice in any other manner, including email; any written

notice given in any other manner shall be deemed given only when actually received.

Section 7.4 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, upon receipt of Member Approval; provided, that (A) this Agreement may be amended by Member Approval, to the extent required to conform to actions properly taken by the Company or any of the Members in accordance with this Agreement, including, without limitation, that are in accordance with Section 7.1(h) to reflect changes made pursuant to the terms of this Agreement, (B) except as otherwise set forth herein, no waiver or amendment pursuant to this Section shall, without a Member's consent, (I) create personal liability for such Member or (II) require capital from such Member, and (C) any provision of this Agreement may be waived by the waiving party on such party's own behalf, without the consent of any other party.

Section 7.5 Applicable Law; Jurisdiction; Damages.

(a) This Agreement shall be governed by, and construed in accordance with, the law of The Commonwealth of Massachusetts without regard to principles of conflicts of law.

(b) The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Massachusetts and to the jurisdiction of the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Massachusetts located in Middlesex or Suffolk County or the United States District Court for the District of Massachusetts located in Boston, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(c) A Member or former Member who initiates an action or suit in violation of this Agreement shall be liable to the Company and any Members who are defendant

parties for all damages and expenses which such defendant parties incur as a result, including, without limitation, reasonable fees and expenses of legal counsel and expert witnesses and court costs.

Section 7.6 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

Section 7.7 Severability.

If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

Section 7.8 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of March 18, 2019.

Signature: _____

Charlotte Hanna

Manager

Community Growth Partners Holdings LLC

**Community Growth Partners Great Barrington Operations LLC
Marijuana Retailer Application
Plan to Obtain Liability Insurance**

Community Growth Partners Great Barrington Operations LLC shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Community Growth Partners Great Barrington Operations LLC

Business Plan

Introduction

Community Growth Partners is a social impact cannabis company with proposed retail, cultivation and product manufacturing operations across Massachusetts. At every level of growth, production, transporting and sales, we prioritize hiring and offering financial equity opportunities to formerly incarcerated people and all those who have been directly or indirectly impacted by the cannabis plant's criminalization. Through our justice-forward approach, we are committed to lay a highly profitable and fundamentally just foundation for the cannabis industry in Massachusetts. These beliefs form the basis of everything we do - even in our by-laws which require us to take our social impact into consideration when making important business decisions.

It is only fitting that the home of our first retail location (called rebelle) is in Great Barrington, the birthplace of civil rights leader W.E.B. Dubois. Our store will offer a unique retail experience that is unlike any other in the world, creatively celebrating the expansive arts, history and culture of Great Barrington, offering locally grown, ethically sourced cannabis (once our products come to market) and related products.

Being a just and equitable capitalist enterprise is not the right thing to do, it also makes good business sense. We believe that differentiating ourselves in the market this way will lead to loyal customers. There is substantial research demonstrating that smart consumers expect the companies they buy from to do more for society. Consumers are increasingly looking to companies to authentically address social problems, and we will present the best alternative in Massachusetts to these belief-driven buyers. There is currently one existing cannabis retail location in Great Barrington (Theory Wellness), and two more proposed for the Main Street area. We will differentiate ourselves in our business model, our diverse and empowered team and proven equitable opportunities for our employees. The progressive minded local and visiting community drawn to the area for its lifestyle and progressive ideals will find our brand ethos an attractive value proposition in the marketplace.

Target Customers & Demographics

Great Barrington is home to just over 7000 people, but sees thousands of out-of-town visitors each week. At our location on South Main street, traffic data shows that between 14 and 18 thousand cars drive by per day.

Our goal is to see up to 350 people on our busiest days, with a daily average of 100 guests. Our target customers are the residents of Great Barrington, as well as the seasonal vacation population, weekend and holiday visitors. Our target demographics are individuals ages 21+, specifically those 25-55 years old.

For Great Barrington residents and regular guests, we expect to be another stop on their journey after grocery shopping, grabbing a coffee, and running other quick errands that are convenient to our location. The routinization of such buying behavior will be useful to our long-term success in the region.

Preliminary Market Analysis

National. According to the New Frontier Data Cannabis Consumer Report 2018-2019, the legal cannabis industry is “poised to grow from \$10 billion in 2018 to nearly \$26 billion by 2025.” 67% of users consider their purpose “recreational,” though the top three reported uses from consumers were relaxation, stress relief, and to reduce anxiety. Although flower is still the preferred method by 53% of users, there is an increasing demand for creative methods of consumption, high quality offerings, and a socially minded business to consumer connection.

Massachusetts. It is estimated that the cannabis market in Massachusetts will reach a \$1.2 billion dollar valuation by 2021.

Merchandise & Procurement

The proposed retail location will carry cannabis flower and other cannabis-based products, including concentrates, edibles, and other manufactured products that may become available. All products must be in compliance of THC and/or CBD weights and dosages consistent with CCC limits, quality and testing standards, tracking and traceability, other regulatory standards, and consumer demands for safe, regulated products.

The retail establishment will also carry ancillary cannabis related products, including smoking utensils, homegoods, clothing, and other products that are aligned with our brand and support our company goals of educating and empowering cannabis consumers.

Our retail establishment will procure merchandise, as much as possible, from craft growers, microbusinesses, and economically empowered establishments throughout Massachusetts. Merchandise will be procured, as often as possible, from licenced businesses owned by minorities, women, veterans, people with disabilities and people of all sexual orientations and gender identities.

Start up Costs

- \$400,000 Real estate costs
- \$400,000 Buildout cost
- \$1.3M Operational costs through December 2019 (labor, operating expenses, pre-opening, inventory, escrow)
- \$138,000 Contingency (10%)

Capitalization

Despite the challenges around creative funding sources in the cannabis industry, CPG CEO Charlotte Hanna has created an early stage financing model that relies heavily on debt financing. We are in the process of a capital raise that has two components: a small seed round of equity capital (~\$1.5M), and a much larger debt placement from (multiple) credit facilities (~\$4M), with a projected 50:50 debt-to-equity financing structure. In order to secure the best available financing package, it is important for us to expedite our application process, and demonstrate to potential financiers that our application is submitted and/or has been approved.

Regardless of fundraising and external cash sources, Charlotte Hanna has the personal finances to continue to contribute to business operations until financing deals are fully executed. If necessary, her funds will cover the entire cost to start up (~\$2.3M as stated in the previous section).

Competitive Advantages

Our location at 783 South Main Street is situated between several businesses, including two grocery stores, a bagel shop, and a main shopping center. Our location was strategically chosen to provide a more discreet location for our customers, and to offer our guests a comfortable and inviting experience in our indoor and outdoor space.

In addition to our strategic retail location and our authenticity and connection as a socially minded brand, rebelle customers will never wait in a line when they visit our store. The comfort, entertainment, and experience of the customer is our top priority, which is why the store and our staff will operate around the goals of each individual.

Customers seeking a quick and easy store experience will have the chance of purchasing ahead of time online, or when they enter the store they will be able to immediately place an order with a sales associate. If there is a wait inside, there will be plenty of comfortable seating indoors, along with educational programming being offered. Non-cannabis merchandise will be available throughout the store, and customers are welcome to also enjoy a more traditional shopping experience while they wait on their cannabis order, if they wish. For customers who are waiting outdoors, there will be light entertainment and games available to enjoy.

Benefits to Community

CPG has created a comprehensive community benefits package that seeks to support the broader Berkshire's region, and has also executed a successful host community agreement in Great Barrington. Further outlined in the positive impact plan, host community agreement, and diversity plan, community benefits include:

- 3% of revenue to be paid in taxes to Great Barrington
- \$10,000 annual contribution to local organization Volunteers in Medicine
- Targeted hiring in areas of disproportionate impact Pittsfield and North Adams
- 3% of annual net profits to be used towards a criminal justice reform program, starting with the expungement of cannabis related criminal records for individuals with charges in areas of disproportionate impact
- Paid employee community service and an employee donation match program
- Community education and outreach program to help educate residents about cannabis, safety, and best practices
- Dedicated shelf space for local minority, women, and veteran owned businesses
- Employee profit sharing program

Marketing

CPG is aware and adherent of all regulations set forth by the CCC, and those generally suggested about the appropriate methods of cannabis-related marketing. Therefore, CPG intends to develop a marketing strategy that targets only individuals over 21 years old, and seeks to educate consumers about the intricacies of the cannabis plant and its many uses.

Our retail location, rebelle, will execute a multilayered marketing strategy that includes news media, social media, direct marketing, partnership programs, and other digital marketing tools to enhance our brand presence. We are eager to tell the stories of the individuals creating the brand, and their background in the cannabis industry.

Furthermore, our marketing strategy will educate consumers through aesthetically pleasing visuals, which will consistently embody our brand values of integrity, social awareness, beauty and grace.

Background on Leadership Team

Charlotte Hanna: Charlotte, our CEO, brings nearly 30 years experience in multinational corporations, real estate and philanthropy. Since 2012, Charlotte has invested in real estate projects in New York. Charlotte's comes from a real estate development family that currently has 500,000 square feet of real estate under management. Her family has led economic development efforts around the SouthEast US.

Previously, over 11 years at Goldman Sachs, Charlotte held various positions within the firm's training and organizational development group helping to build the workforce and structures the company needed as it evolved and grew. While at Goldman, she developed the Goldman SachsUniversity brand, built a global team which designed and executed various corporate-wide development efforts, and managed headcount and budgets exceeding \$20M.

Charlotte began her career building a sustainable urban farming initiative in San Francisco. Together with other hunger relief advocates, she developed farms on vacant urban lots and trained homeless people to run them and sell the produce to high-end restaurants. She worked on similarly innovative economic development programs around the country as a grantee of organizations like The Robert Wood Johnson Foundation. She earned degrees from American University and New York University where she was an Annie Casey Foundation Research Fellow.

Marcus Williams: Marcus Williams, our Vice President and first participant in our EE Future Leaders Initiative, brings 10 years experience working in a variety of technology operations roles within the financial services, pharmaceutical and hardware engineering sectors. Most recently Marcus has worked for the past 6 years at Silicon Labs, a semi-conductor manufacturer in Boston where he is the lead systems administrator for the region. Prior to joining Silicon Labs, Marcus worked in a variety of technology roles at Eaton Vance, Putnam Investments and Millenium Pharmaceuticals.

Marcus' interest in technology and his background in the pharmaceutical industry led him to begin researching the various types of genetics and breeding techniques for marijuana. In his spare time, Marcus has become an expert in the history and origins of cannabis landrace strains. Since legalization in Massachusetts, he has become part of a growing community in Boston supporting marijuana legalization and quietly advocating for quality genetics and new generation growing techniques.

Record Keeping Procedures

Community Growth Partners, LLC will implement record keeping procedures for the retail establishment to monitor and track all sales, inventory and daily activities. The Retail Store Manager and Inventory Control Manager will ensure all records and logs from daily operations are accurately maintained in accordance with general accounting principles. Managing data, material resources and workflow processes are essential to providing traceability of all operations through supply chain documentation. Record keeping is a meticulous component of the company's transparency strategy for operating a fully compliant business and is essential to operational excellence.

METRC is a seed-to-sale inventory tracking system capable of tracking cannabis products through the entire seed-to-sale process, allowing for accurate real-time inventory records. METRC follows HIPAA security guidelines and maintains data center operations consistent with HIPAA guidelines. This HIPAA orientation includes storage and communication protocols, redundancy, and disaster recovery planning. All records retained by CGP will be retained for a minimum of two years and made available to the Commission and authorities for inspection upon request.

Written Operating Procedures Records

CGP will follow and maintain Written Operating Procedures as required by 935 CMR 500.105(1) of the general operational requirements set forth by the Commission. The Written Operating Procedures will be maintained as part of the record keeping policy to ensure accuracy and compliance of all processes and business activity conducted by the company.

Inventory Records

CGP's inventory management process uses standardized forms and documents to record various inventory events in both digital and hard-copy versions. Daily, weekly, monthly, and annual inventory audits will be conducted to reconcile and identify any discrepancies with the inventory. All inventories will be conducted by the Retail Store Manager and Inventory Control Manager for each inventory audit which will include the date of the inventory audit, a summary of the inventory findings, the names, signatures, and titles or positions of the individuals who conducted the inventory.

Inventory Audit Reports

The Inventory Control Manager will conduct inventory reviews and audits of our POS/ETS software which will be reconciled with the retail establishments product inventory. Inventory reviews will be conducted daily as part of the company's closing procedures. The Chief Operating Officer and Inventory Control Manager shall provide a daily, weekly, monthly, and annual reports from the inventory database that document the following:

- A full inventory of all stored package and unopened package, as well as usable and products that have expired, deteriorated, damaged, opened or unusable. The inventory report should include item, quantity, batch/lot and date.
- The Inventory Control Manager and Chief Operations Officer will review, in conjunction, all reconcile reports run weekly under the "Reconcile" function of the ETS.
- A full sales report will be printed weekly and compared to the reconcile reports of all stored products to determine if there are any inconsistencies between the amount of cannabis products on-site and amount of cannabis products sold.

Seed-to-Sale Tracking Records

CGP will use METRC as the seed-to-sale platform to track and record in real-time all actions related to cultivation, product manufacturing, laboratory testing, packaging & labeling, storing, transporting, sales, recalling and receiving recalls and returns of cannabis products, and disposing in accordance with 935 CMR 500.105(8)(e) of the regulations. Retail establishment sales shall be recorded in the Flowhub POS system and uploaded daily into METRC utilizing an API, CSV file or manual upload.

Product Receiving Records

CGP will implement standard operating procedures (SOPs) which will assure the integrity of the record keeping system in relation to product receiving. The Inventory Control Manager must record all confirmed deliveries of cannabis and cannabis products and record all actions taken related to the receiving procedure in the ETS including but not limited to:

- The name and unique identification number of the Inventory Control Manager conducting the receiving of inventory.
- Visitor log identifying all transport team members names and registration numbers who were responsible for the delivery (which will be maintained and stored with a photocopy of all identification documents provided to security).
- A copy of the transport manifest.
- Confirmation that the physical audit of shipped products matches the transport manifest.
- Any discrepancies between the physical audit and the transport manifest, including all remediation actions and investigations taken.
- The results of each packaging/labeling quality assurance inspection.
- Each accepted cannabis product, including all identifying information.
- The date and time of commencement of the receiving procedures.
- The date and time the retail establishment took custody of the products.
- A copy of the sales transaction invoice.

Laboratory Testing Records

CGP will require that a certificate of analysis be provided for all cannabis products delivered to the retail establishment. The ETS is designed to receive laboratory results and a certificate of analysis from a testing laboratory once sample testing has been completed. CGP will retain the certificates of analysis on all cannabis product for a minimum of two years, which will include:

- Batch/Lot ID or processed lot ID number of the sample being tested;
- The weight of sample being tested;
- The type of tests being performed;
- Storage of the test results associated with the batch ID;
- Name and appropriate information of the individual performing the test, including identification of monograph equipment used within the laboratory.

Hard copies of laboratory results will be printed and retained at the retail establishment, and transitioned to our off-site AWS cloud based record storage. The electronic and hard copy certificate of analysis retention allows for redundancy and completeness of test records.

Sales Transaction Records

Prior to any transactions, the sales associate will re-confirm that the products ordered and verify the quantity ordered does not exceed state-mandated limits by reviewing the customer's purchasing history records in the database and our own internal inventory tracking program. If the order is lawful, the agent will inspect each product's packaging and labeling to ensure integrity and compliance then complete the dispensation process and accept payment. Upon the successful completion of the transaction, the agent will issue a transaction receipt then access and update the customer certification in the ETS with information recorded on the receipt, including:

- The name, address, and permit number assigned to CGP;
- The name and address of the customer;
- The date and time of sale;
- The quantity, type, and form of cannabis dispensed, and;
- Any other required data, including all information found on the applicable transaction receipt.

Recalls & Returns Records

In the event a distributed product is identified as defective (adulterated or misbranded), the product will be recalled. When notification of a product recall is received, action is taken to remove the affected batch/lot from stock in the retail establishment and notify the Commission within 24 hours. If the reason for the recall poses a clinically significant risk to customers, action is taken to notify all customers of the recall and retrieve the affected cannabis product purchased. All recalled products returned to the retail establishment shall include the following information:

- Registered organization name;
- Registered organization registration number;
- Recall notice date;
- Recall internal reference number;
- Recall type (voluntary or involuntary);
- Description of reason for recall;
- Retail establishment name, phone number, address;
- Date and time recalled product removed from stock;
- Quantity of product removed from stock;
- Description of product removed from stock;
- Employee removing product from stock;
- Employee completing Voluntary and Involuntary Recall Form;
- If customer notification is required;
- Specific information for each affected customer.

To effectively evaluate the product recall program, periodic mock recalls should be carried out at least twice a year. All information obtained during the Mock recall shall be documented in the Product Recall Log. The Product Recall Log should include the name, address and telephone number of customers for the batch/lot tested, production records, inventory, and distribution of each batch/lot distributed. Any corrections to recall plan shall be documented and changed in the standard operating procedures.

Waste Disposal Records

CGP will monitor and record all disposal of cannabis product waste within the retail establishment accordingly under 935 CMR 500.105(12) of the regulations. When cannabis product waste has been disposed of, the ETS and record log will retain the following information:

- Date & time of destruction;
- Lot/batch ID;
- Barcode numbers;
- Reason for the destruction of waste or products;
- Quantity and weight of cannabis waste stored in the Waste Storage Room waiting for destruction;
- The manner of disposal;
- Final weight and quantity of cannabis waste once it has been mixed with non-cannabis waste and rendered, and;
- Signatures and employee ID numbers of the BOTH employees performing and monitoring the destruction.

Inspections, Servicing, Alteration, and Maintenance Records

CGP will conduct maintenance inspections at least once a month at the retail establishment to ensure all tools and equipment are in good working condition and that any repairs, alterations or upgrades to the alarm, security, and surveillance systems are made for the proper operation of the systems. Employees will maintain written logs of all maintenance activities performed which record the dates, times, affected equipment, actions taken, and the name and employee identification number of the agent performing the maintenance. Equipment cleaning and maintenance records will include, at a minimum, the following information:

- Manufacturer Information
- Date equipment was put into service
- Date and time of cleaning, calibration, or maintenance
- Detailed description of cleaning, calibration, or maintenance
- Name of employee who cleaned or serviced it
- Name of third-party vendor, if applicable
- Date when next service is required

Security Records

CGP has developed a record keeping program to document security system inspections, building inspections, cyber security and incident documentation. To prevent diversion, abuse, and other illegal or unauthorized conduct, security record keeping will consist of the following:

- Video surveillance records
- Security systems and equipment maintenance logs
- Security training record logs
- Emergency response and drill exercises
- Security threats and breaches of security
- Key, parking pass and proximity reader issuance logs
- Illness report record logs
- Security post and patrol activity logs
- Visitor logs
- Access logs
- Facility security assessments
- Emergency evacuation plans/ site maps

Human Resources Records

CGP's COO will maintain records of all job applicants and employees including but not limited to:

- Employee applications and/or contracts that includes the duties, authority, responsibilities, qualifications, and supervision;
- Employment handbooks, manuals, and other documents;
- Standard Operating Procedures (SOPs) for receiving, packaging, labeling, handling, tracking, transporting, storing, disposing, returning, and recalling products containing cannabis in accordance with all applicable laws, rules, and regulations;
- Diversity records and reports;
- Non-Disclosure agreements;
- Background reports in accordance with 935 CMR 500.030;
- Employee performance evaluations;
- Disciplinary action records;
- Training documentation that includes date, time, place, topics discussed, name and title of presenters, employee ID number and signature;
- Personnel policies and procedures;
- Staffing Plan with accessible business hours of operations;
- List of all company vendors, contractors, consultants, and permitted grower/processor manufacturers that CGP conducts business with, and;
- All materials submitted to the Commission pursuant to 935 CMR 500.030(2).

Business Records

Transactional data related to the sales and distribution of cannabis and cannabis products including the quantity, form, and costs will be maintained in the ETS. A secondary POS system will be added in the dispensary operations for all additional hardware or merchandise sold. CGP will maintain all electronic business records and receipts for retail operations consistent with industry standards including, but not limited to:

1. An invoice for each transaction in which revenue is received including a Transport Manifest signed and executed by both parties upon delivery for cannabis products sold.
2. Accounts Payable and Accounts Receivable Logs.
3. Annual Financial Statements and Audit Reports.
4. Bank Statements, reconciliations, deposit & withdraw slips including CTR (Cash Transaction Report) attached for all transactions necessary.
5. Cancelled checks including any debt or loan repayments.
6. General ledger and Interim Financial Statements.
7. Copy of all paper logs acquired during the sale or transaction of products including digital POS print outs for reference of transaction identification.
8. Receipts for all items purchased including raw materials.
9. Receipts for all expenses acquired for advertising.
10. Copies of all tax filings for sales to government entities.

Payroll records for all wages paid to each employee including contracts for services performed and issued an IRS 1099 form.

Personnel Policies and Background Checks

Community Growth Partners, LLC policies and procedures will follow standard best practices that contribute to a safe and friendly work environment. CGP will follow a detailed staffing plan to pre-screen all employees in compliance with regulations set forth by the Cannabis Control Commission. All employees will be registered with Commission have their Cannabis Establishment Agent (CEA) card prior to employee onboarding. Following hire, all employees will undergo training and will be provided with an Employee Handbook that contains detailed information about the policies and procedures of the company, CCC rules and regulations, as well as benefits and opportunities available to employees.

CGP intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance to all full-time employees. Exact compensation and benefits plans and packages are in the process of being developed, though we can confirm that the starting wage for hourly employees will be \$15 per hour. It is CGP's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations. Such increases in pay are considered merit adjustments which are not guaranteed and may vary in timing and degree from employee to employee.

Employee Handbook

CGP leaders and staff will cultivate a culture of compliance across all Massachusetts operations. In addition to our comprehensive employee training program, the Employee Handbook also offers a clear description of all company personnel policies, including but not limited to: Rules of conduct, equal-opportunity employment, ethics, confidentiality, conflicts of interest, open door policy, social media policy, tobacco use on premises, discrimination and harassment, alcohol and drug abuse, professional discipline, zero tolerance, uniform and dress code, personal appearance/hygiene, whistleblower protection, prohibiting of retaliation, reasonable accommodations, emergency procedures, definition of responsibilities, badge requirements, chains of authority, work hours, work environment, attendance and time off policies, performance evaluations, promotions and transfers, compensation, health benefits, 401K Plan, direct deposit program, workers compensation and termination.

CGP will maintain confidential personnel records for all employees. These files include, but are not limited to job description, verification of documents, training records, performance evaluations and any disciplinary actions.

Background Check Policy

All applicants in volunteers are required to submit a level 2 background check prior to consideration for employment. A level 2 background check requires the submission for fingerprints into an electronic database for criminal history in county, state and federal records. Criminal records from any of those sources will contain the following if applicable:

- Arrests
- Convictions of felonies and misdemeanors
- Court records (dockets, judgments, etc.)
- Warrants
- Sex offenses
- Incarceration records

It is policy of CGP that applicants have certain credentials and criminal and other background information verified as a condition of employment, contract, engagement, association or other relationship with the Company. It is the policy of CGP that employees may have their criminal and other background information verified at any time during the term of their association with CGP as a condition of continued engagement.

It is important that CGP is supported by qualified individuals, with a safe and secure environment for all stakeholders and employees. CGP will continue to take meaningful actions to protect its funds, property and other assets. This policy is intended to support the verification of credentials, criminal history, credit status and other information related to employment decisions that assist the Company in meeting its commitments.

Written Consent Form

Each person in, or applying for, a position at CGP will sign a written consent form to undergo a criminal background check. CGP will pay all applicable fees for conducting the background check. Further, once any individual has accepted a position with CGP they will sign a written consent form agreeing to continuous background screening at random for the duration of employment.

Chief Operations Officer HRM Responsibilities

The Chief Operations Officer will oversee the function of human resource management (HRM) and will review the applicant's employment application form including the criminal history disclosure statement prior to making an offer of employment. All offers of employment, engagement or association, oral and written, shall include the following statement "This offer is contingent on the Company's verification of credentials and other information required by state law and company policies, including the completion of a criminal history check." It is required that this verification be completed before making an offer of employment to any individual.

Results of a Criminal History Check

If the criminal history check indicates that there are no convictions, the hiring department may inform the applicant that the employment offer is confirmed. If the criminal history check indicates that there are convictions, the Chief Operations Officer will provide a copy of the report to the individual. (All related information will be treated as confidential, and protected as such.)

If the criminal history check reveals convictions which the individual disclosed in the application, the Retail Store Manager will review the report with the Chief Operations Officer. Jointly, they will evaluate each conviction, including any additional information that the individual provides, before the offer of employment, engagement or associations confirmed or withdrawn.

The existence of a conviction does not automatically disqualify an individual from employment. Relevant considerations may include, but are not limited to, the nature and number of the convictions, their dates, and the relationship that a conviction has to the duties and responsibilities of the position. Except that no offer of employment, engagement, or association may be provided to anyone who has:

1. A felony conviction;
2. A conviction for a crime involving violence;
3. A conviction for a crime involving a firearm;
4. A conviction for a crime involving theft, or business or commercial fraud; or

5. Any other background history that the Commission may find would pose a risk to the health, safety, or welfare of the public considering the nature of the offense, the time elapsed since the offense occurred, and evidence of rehabilitation as determined by the Director of Compliance.

Any decision to accept or reject an individual with a conviction is solely at the discretion of CGP. If unreported convictions are revealed in any subsequent criminal history check, the offer of employment, engagement or association will be withdrawn and, if employed, the individual will be separated from employment or engagement, unless the individual shows that the report is in error. In the event that the results of the background check influences a decision to with an offer or separate employment, engagement, or association, the Chief Operations Officer will inform the applicant.

Maintaining Financial Records

Community Growth Partners, LLC is committed to the transparency of accounting data and adhering to Generally Accepted Accounting Principles (GAAP) in financial reporting. To achieve this goal, the company will employ a qualified Chief Financial Officer and bookkeeper to manage company financial information and reporting. All financial records will be maintained on secure, internal computer networks and be duplicated using the electronic records backup system, ensuring CGP will never experience a catastrophic loss of financial data.

Although interstate banks and large corporate banks are much more scrupulous in allowing bank accounts to cannabis businesses, we understand that several credit unions and banks that deal with only Massachusetts commerce have expressed interest in expanding financial services to fledgling cannabis organizations. We will open business accounts with one of the three currently known Massachusetts banks that is currently accepting deposits from licensed cannabis operators: Century, GFA Credit Union or Bay Coast Bank.

The business history expressed by the executive team of CGP will provide these local financial institutions with the confidence necessary to provide substantial financial backing for the company. The credibility of CGP will be maintained through diligent business practices and the company will ensure all business transactions and financial dealings are transparent and made available to lenders and creditors of financial institutions, as well as requesting law enforcement officers and the Commission.

Operational Plan

CGP will employ a Chief Financial Officer and bookkeeper to maintain all financial records, plans, processes, budget reviews, sales forecasting, cost monitoring, and day-to-day accounting and bookkeeping functions. The bookkeeper will have the daily accounting responsibilities of reconciling all sales transactions and recording inventory procurements with vendors; weekly responsibilities of cash and inventory counts, payroll, assessing weekly performance of sales and costs; and monthly responsibilities of closing the books, financial reporting (sales, inventory, and other metrics), revising forecasts, and cash flow forecasting. All records and receipts must account for all transactions conducted by the business including but not limited to:

- Quarterly POS sales transaction reports and receipts for tax payments.
- Accounts Payable and Accounts Receivable Logs.
- Annual Financial Statements and Audit Reports.
- Bank Statements, Reconciliations & Deposit slips including CTR (Cash Transaction Report) attached for each transaction.
- Cancelled Checks including any debt or loan repayments.
- General Ledger and Interim Financial Statements.
- Hardcopy logs of the daily sales or transactions summary of all cannabis and cannabis products including digital POS print outs for reference of transaction identification.
- Receipts for all items purchased including raw materials.
- Monetary donation contributions.
- Copies of all tax filings for sales to government entities.
- Payroll records for all wages paid to each employee including contracts for services performed and issued an IRS 1099 form.

CGP will be utilizing Flowhub for point-of sale transactions. Flowhub is a state of the art platform that has been built specifically for the cannabis industry. This software reduces transaction times and increases the speed at which you can get customers through the doors. Flowhub will be integrated with QuickBooks and METRC to monitor every aspect of the business and maintain all necessary audit and compliance procedures with accounting and financial records. The POS system will track all sales, inventory, and taxes as well as bulk inventory and lifetime inventory activities.

Payments to vendors for inventory purchases will be evidenced by documenting the sales transaction with a receipt. Additionally, payments in cash will be evidenced by multiple signatures on the supporting documentation by a company representative and the Retail Store Manager. As with any record that is documented at the retail establishment, the original cash receipt/invoice will be filed appropriately in CGP's secure cloud-based POS system.

Interfacing the accounting and seed-to-sale tracking systems will allow CGP to conduct timely record keeping to track all sales recording cash transactions and document costs of goods sold (COGS). The CFO will identify all direct and indirect product costs that will be calculated and recorded for auditing. All POS records will be maintained on site by the bookkeeper and be made accessible via secure internet connection. CGP will record in its POS all customer payments that are received and all payments made to vendors and contractors. Details to be recorded include name, phone number, address, time, date, payment amount, payment type, delivery type and balance due. CGP plans to accept payments in the form of cash and credit card which will be held with a selected bank. All bank statements will be retained in hardcopy and filed by the bookkeeper to verify all incoming and outgoing transactions. The signed invoice and manifest will be maintained in the POS system to identify each sales transaction. The physical signed copy of the transport manifest serves as a receipt and official record and is reconciled by checking the POS daily.

CGP's bookkeeper in coordination with the CFO will ensure the proper collection of sales and excise tax on all cannabis and cannabis products. The CFO will oversee that Flowhub's POS system and METRC accurately captures and reports all excise taxes collected and due. CGP will submit quarterly financial audit statements in a format approved by the Commission. Annually, the retail establishment shall submit an audit including the same information, compiled and certified by an auditor or certified public accountant. Both such quarterly and annual submissions shall be in a format approved by the Commission.

Restricting Access to age 21 and older

Community Growth Partners Great Barrington Operations LLC (CGP) strictly prohibits anyone under 21 years of age to be on premises or access to the retail establishment. The Chief Operations Officer and Director of Security will enforce strict company policies for identification verification, and will implement protocols in our recruitment process and security plan to ensure each employee, consultant, vendor, or visitor to the retail establishment has an acceptable form of identification before access may be granted.

As part of our staffing plan and recruitment process, CGP will conduct background checks on selected qualified applicants before an offer of employment is extended. The Chief Operations Officer will conduct an age verification to ensure the applicant is 21 years of age or older and meets the criteria for a Marijuana Establishment Agent as listed in 935 CMR 500.030 of the regulations by the Commission. Any applicant applying for a position with CGP that does not meet the age requirement will be contacted by the Retail Store Manager and informed of the disqualification.

Access to the premises and retail establishment will be monitored and controlled 24 hours a day, 7 days a week. Ingress and egress points shall be limited requiring all customers and employees to enter through the main entrance. There will be two check points for identification. One Security Associate will check IDs before entering the building and the second Security Associate will greet the customers immediately verify the customer's ID using Veridocs Identification Verification Software to validate the authenticity.

All adult-use customers must be at least 21 years of age or older to enter the retail establishment and purchase cannabis products. Any individual under the age 21 will be escorted off property immediately by the security personnel. Any person caught using a fake or tampered identification to gain access or purchase cannabis will be detained until the arrival of law enforcement. If the attempt to enter the facility is determined to be criminal by falsely identifying or tampering with a form of identification will immediately notify proper law enforcement authorities and notification of the incident to the Commission.

Quality Control and Testing Procedures

At Community Growth Partners, LLC (“CGP”) it is our priority to provide adult-use consumers with consistent high quality cannabis products. Only cannabis and cannabis products that meet the quality and safety standards will be sold in the retail establishment. All batches and lots of product must have been analyzed by a third-party testing laboratory and accompanied by a certificate of analysis in order to be accepted into the inventory and offered for sale to qualifying customers. The Quality Control Plan developed by CGP is also used to cross train employees to identify and react to product safety issues in all areas of the facility rather than just the areas in which they have responsibility.

CGP will select an approved third-party testing laboratory that has a certificate of accreditation and is certified by the Cannabis Control Commission (“Commission”) to test cannabis products for content, contamination, and consistency. As part of the company’s Quality Control Plan, CGP will conduct stability testing with the certified laboratory to monitor the characteristics of the cannabis and use the results to determine the storage conditions and expiration dates for each product.

Quality Control

The basement level of our retail facility at 783 Main Street in Great Barrington is where onsite packaging and labeling will occur. In the proposed renovation of the existing building, we have allotted roughly 250 square feet for this process, and another 125 square feet for the verification process, to ensure sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. The Quality Control Plan will outline the cleaning and maintenance schedule of these work areas, in order to be fully compliant with the regulations at 935 CMR 500.105(3)(b)6. Building renovation and premises layout will also enable optimal cleaning and repair of the premises.

It is our policy to implement hygiene and sanitation requirements that enhance the ability to consistently distribute cannabis products that conform to internal quality standards. All cannabis and cannabis products packaged for distribution will have successfully passed laboratory testing and will only enter the supply chain after all quality control and quality assurance activities have been fulfilled. CGP will ensure, to the extent feasible, that its edible wholesalers produce all products in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments. Products will be stored at CGP’s retailer site in compliance with these sanitary requirements. All surface areas upon which cannabis or cannabis products will contact must be maintained in a clean and sanitary condition at all times. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (“EPA”), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

CGP will develop, implement and maintain a Quality Control Plan with quality assurance and quality control measures to ensure cannabis and cannabis products will be handled, packaged, labeled, stored, and sold in a safe and sanitary manner. The Retail Director will monitor all procedures used during daily operations and work closely with the Inventory Control Manager to identify discrepancies and non-conforming products. Products will be stored with the purpose of their protection against physical, chemical, and microbial contamination as well as against deterioration of the finished products or their containers.

The retail space is equipped with a water supply that is sufficient for all proposed operations. Onsite plumbing will be updated during the renovation of the existing building, and will be done in a manner that is of adequate size, design, and installation for the retail operation to be conducted at the site. The updated plumbing will properly convey sewage and liquid disposable waste from the establishment, and there will be no cross-connections between the potable and wastewater lines.

Employees and customers will always have access to safe and sanitary bathroom facilities onsite.

Contamination Prevention and Pest Protection

In compliance with our SOPs, CGP will maintain the retail establishment in a sanitary condition in order to limit the potential for contamination or adulteration of the cannabis and cannabis products. CGP will ensure:

- Trash will be properly removed at least once daily, and more often as necessary;
- Floors, walls, and ceilings will be kept clean and in good repair;
- Employees will inspect the interior of the facility as part of opening procedures and will immediately report to management any issues observed or suspected;
- Upon notification of an issue, management will immediately repair the affected floor, wall, or ceiling;
- Adequate protection against pests will be provided through the use of integrated pest management (“IPM”) practices and techniques that identify and manage pest problems, and the regular disposal of trash to prevent infestation;
- Employees will regularly inspect the premises for signs of pest infestation and will immediately report to management any issues observed or suspected;
- When and where necessary, we will install door sweeps, utilize sticky traps, and apply safe pest prevention and management products;
- Toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals will be labeled and stored in a manner that prevents contamination of cannabis and cannabis products and in a manner that otherwise complies with other applicable laws and regulations set forth by the Commission; and
- Any toxic items shall be identified, held, and stored in a manner that protects against contamination of cannabis products.

Good Handling Practices

Good Handling Practices (“GHP”) will be the foundation of and inform all cannabis product handling policies and procedures. The CGP’s GHP include the proper washing of hands at designated hand-washing facilities before employees handle cannabis or cannabis products or interact with customers. Sales associates that handle cannabis or cannabis products and interact with customers during the course of their duties will be required to strictly follow all policies and procedures, which will include several basic restrictions and guidelines for employee attire, grooming, and conduct. All employees must report to work each day in a clean uniform. Employees may not wear any torn, stained, or soiled clothing to work. Employees are required to shower before reporting for their shift, and must maintain good personal hygiene.

Gloves

Quality, food-grade gloves will be worn whenever employees are handling cannabis products, cleaning the retail establishment, or engaged in other sensitive activities. Nitrile gloves will be utilized over latex gloves because of their chemical resistance, their tendency to visibly rip when punctured (alerting the wearer to the damage), and to prevent possible latex allergies to employees or patients consuming final products.

- Gloves are single-use only.
- Gloves must be changed anytime they become soiled or damaged; they cannot just be rinsed off or washed.
- Gloves must be changed at least once every four hours.
- Touching cell phones while wearing gloves will be prohibited. Hands must be washed after using a cell phone.
- Wounds must be covered with a bandage and a glove.
- Gloves must be worn each time an employee handles a cannabis product.
- The company will have small, medium, and large gloves available for employees to ensure that the gloves comfortably fit the hands of all employees.

Receiving Material Controls

The Inventory Control Manager will perform a visual assessment of all incoming shipments to identify damage or discrepancies. Once a visual inspection has been completed, the Inventory Control Manager will use a 3M Clean-Trace Luminometer to perform an ATP surface test for microbial contaminations. Any indications of biological residues will require further microbiological tests before entering the retail establishment. All incoming materials will be quarantined in the Verification Area for further inspection. The Retail Store Manager will only release products with packaging and labeling components that conform to written specifications and applicable testing requirements. Each unit of the operation will implement controls overseen by the Director of Quality Control, which will include:

- Releasing only those production materials, packaging components, labeling, and manufacturing supplies that comply with all testing requirements listed in the material's written specifications.
- Maintaining current written specifications based upon the manufacturers documentation and applicable regulations for all packaging components, labeling, and manufacturing supplies.
- Overseeing and ensuring compliance with receiving SOPs, there will be individual, written specifications for each packaging and labeling component used in the packaging process.

Randomized Daily Audits

To achieve a high level of quality control throughout the retail establishment, designated employees (Management, auditors, etc.) will be required to perform randomized daily audits at the following points:

- Active Inventory - Verify that a randomly selected product or batch of products is correctly labeled and properly stored.
- Backstock Inventory - Verify that a randomly selected product or batch of products is correctly labeled and properly stored in the backstock inventory storage area.

- Customer Receipt Audit - Verify randomly selected customer receipts to ensure that all required information is printing/displaying correctly and is easily readable and accurate.

Weekly Quality Control Inventory Audits

CGP will perform physical inventory audits of active inventory on a daily basis and on all inventory at least once per week that include comparisons to inventory records on business management platforms and the METRC electronic tracking system (“ETS”). A detailed inventory audit will be conducted once monthly, to review comprehensive business and inventory records. Inventory records will be regularly analyzed by CGP management, as part of the Quality Control Plan. The analysis will provide management with information on the work quality of retail employees, identify potential risks of diversion or unauthorized access, and ensure compliance with the Commission’s regulations. Inventory audits serve as an evaluation tool to indicate needed corrective responses and identify procedures that require refinement or adjustment.

Reporting Labeling Compliance Issues

Employees will be trained to quickly identify compliance issues, including any product labels displaying “VOID” that show tampering, contaminated or mislabeled products. They will be required to report their findings to the Retail Store Manager immediately, using the approved method outlined in the Standard Operating Procedures (SOPs). Compliance signage throughout the retail establishment will provide constant reminders to employees to adhere and report specific occurrences, as required by the Commission.

Frequency of Inspections

Inspections will be conducted daily, weekly, monthly and quarterly, as necessary for all equipment. The company will follow all equipment manufacturer recommendations for the required frequency of cleaning, maintenance, calibration, and inspections. Announced building and fire inspections will be conducted quarterly, with unannounced inspections conducted randomly.

Calibrating Instruments

To the extent applicable to retail establishments, instruments such as balances and scales will be calibrated in accordance with the manufacturers’ recommendations, with records maintained.

Testing

CGP is committed to following all testing protocols as required by the Commission to ensure that all cannabis and cannabis products received and sold at the retail establishment are clear of all possible contaminants harmful to adult-use consumers. The Director of Quality Control will oversee all laboratory testing of cannabis and cannabis products and confirm that each cannabis product has received a certificate of analysis as required by the Commission for quality testing. CGP will contract with an approved third party testing laboratory to provide compliant quality testing for cannabis and cannabis and cannabis products received at the retail establishment as described in the Commission’s regulations at 935 CMR 500.160.

A representative from the selected third-party testing laboratory will collect random samples from each order received to the retail establishment. Bulk packaging samples will be collected from the top, middle, and bottom

of containers to accurately determine any variations. Each sample will be recorded in the ETS which will generate a package label to the corresponding sample and a transport manifest documenting all samples being transferred to the selected third-party testing laboratory. The laboratory will conduct quality testing of the representative samples for the following substances:

- Cannabinoid profiles and potencies: (THC, THCA, THCV, CBD, CBDA, CBV, CBN, CBG, CBC).
- Moisture content.
- All microbial Substances.
- Residual solvents (Butanes, Heptanes, Benzene, Toluene, Hexane, Xylenes).
- All heavy metal substances (Arsenic, Cadmium, Lead, Mercury).
- Other contaminants such as pesticides, chemicals, molds, mildew and filth.
- Mycotoxin test (Alfatoxin B1, Alfatoxin B2, Alfatoxin O1, Alfatoxin O2, Ochr).

The selected third-party testing laboratory will issue a certificate of analysis for each representative sample that has passed the required testing by the Commission. Once the certificate of analysis is received electronically in the METRC ETS, the Director of Quality Control will transfer the cannabis or cannabis products to the back stock inventory located within the vault.

Any cannabis product that has failed laboratory testing by exceeding the contamination limits established in the DPH protocols identified in 935 CMR 500.160(1) shall be removed by the Director of Quality Control or Retail Store Manager and placed within the Waste Storage Room. The Commission will be notified within 72 hours of any failed testing result received, with information including the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. The Director of Quality Control will follow up with the independent testing lab to ensure they have also reported the testing result.

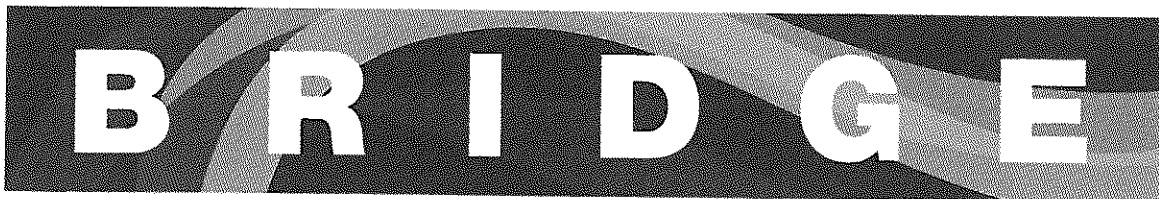
Failure to Meet Specification / Non-Conformance

Any batch found to be non-conforming must be rejected and disposed or destroyed in accordance with the cannabis waste disposal SOP. Out of specification test results will be formally documented and investigated to determine the root cause of the result. The investigation should follow the guidelines for laboratory out-of-specification results. The investigation should determine if the root cause is related to an instrument, analyst error, issue with the method, an issue with the instrument or some other issue caused by the vendor from which the cannabis products were purchased. Root cause that is preventable will result in corrective and/or preventive actions to prevent reoccurrence of the cause. CGP may terminate agreements with vendors responsible for nonconforming products.

Issue Investigation and Corrective Actions and Preventive Actions

All product quality problems will be investigated by the Director of Quality Control, who will conduct ongoing testing to confirm product quality is meeting the company's expectations. Additionally, a selected third-party laboratory will conduct tests of all products from each harvest batch/lot. If results are out of specifications, an investigation will initially occur to insure that the test result obtained is a valid test result and not the result of analyst, equipment or method errors. Once determined to be valid and confirmed, an investigation will be initiated to determine the root cause of the issue. The investigation will follow company procedures on performing and documenting a deviation investigation which includes tools for determining the root cause of

the deviation. Once determined, the investigation process results in the development of corrective and preventive actions to correct the root cause, if possible, and help prevent the issue from occurring again.



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June 24, 2019

To Whom It May Concern:

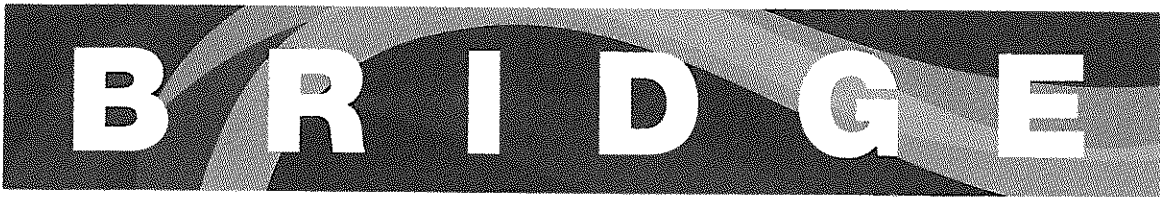
As Co-founding Director and CEO of BRIDGE, a state certified minority and women run non-profit organization (SDP- Supplier Diversity Program), that provides services for all sectors in Massachusetts and the surrounding states, we are writing to express interest and verify our strategic partnership in the equity and cultivation of the Massachusetts-based enterprise of Community Growth Partners, specifically starting with Great Barrington, MA. Our certified services are language access, training, education, and advocacy.

BRIDGE works with all ages in direct educational programs promoting diversity leadership skills for minoritized populations and also provides education and training and access to strategic planning for equity and inclusion for employees, employers and local activists. BRIDGE operates within a poverty, race and gender analysis as it promotes positive social impact. At its home base in a rural tourist economy in Great Barrington, we work with 'high needs' children and their families, immigrant women and children in specialized programs as well as organizing for racial justice with activists, allies and those directly impacted by racist policies. We train across sectors with intentional business leaders like the local credit union which has a designation as a CDFI, "community development financial institution", as well as the arts sector (second largest art sector per capita outside of DC with the Smithsonian Institute) to promote social justice issues.

Together with Community Growth Partners, we have discussed a partnership that would support the diverse hiring, training, measuring and education outlined clearly in their Diversity Plan. We believe that together we can work together to create a diverse hiring pipeline and inclusive work environment as well as a suitable training program that matches the needs of CGP and the individuals they are seeking to hire and serve as customers. We believe through this business model we will amplify messages around public health, access and inclusion by reducing stigma and stereotypes and providing education for consumers and employers. This model will provide access to generational wealth for minoritized groups and, in adherence with the state policies, will prioritize those populations previously criminalized. Some of the other proposed educational programs will promote more personal agency in one's medical and mental health while promoting accountability and responsibility

Berkshire Resources for Integration of Diverse Groups through Education

BOARD OF DIRECTORS: Gwendolyn VanSant, *CEO/Founding Director*, Lara Setti, MD, *Board Chair*, Christine Daignault, MSW, *Vice Chair*, Alfred Enchill, Jr., *Secretary*, Steve Glick, *Treasurer*, Ari Cameron, Patrick Gordon
Founders (2007): Gwendolyn Hampton VanSant, Marthe Bourdon and Bob Norris



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among consumers and medical professionals by providing education through experienced and knowledgeable professionals surrounding the use of cannabis.

We also understand that in addition to providing our services for implementing strategic equity and inclusion goals, we may be eligible for donations through their donation match program, and we are willing to accept any donations from CGP and/or their employees.

Thank you,

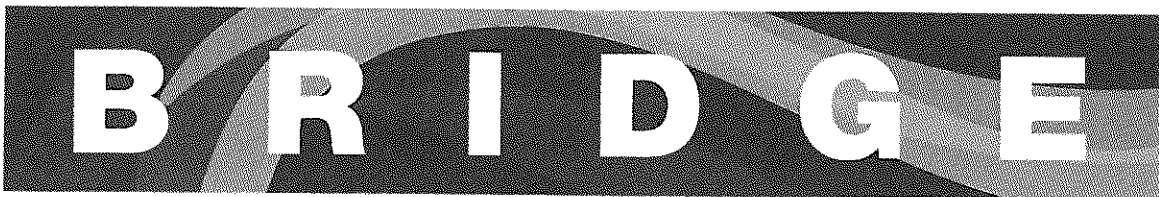
A handwritten signature in black ink, appearing to read 'Gwendolyn Hampton VanSant', with a stylized flourish at the end.

Gwendolyn Hampton VanSant
Chief Executive Officer & Founding Director

vl/gvs

Berkshire Resources for Integration of Diverse Groups through Education

BOARD OF DIRECTORS: Gwendolyn VanSant, *CEO/Founding Director*, Lara Setti, MD, *Board Chair*, Christine Daignault, MSW, *Vice Chair*, Alfred Enchill, Jr., *Secretary*, Steve Glick, *Treasurer*, Ari Cameron, Patrick Gordon
Founders (2007): Gwendolyn Hampton VanSant, Marthe Bourdon and Bob Norris



17 Main Street, Suite B3 | Lee, MA 01238 | 413-394-4029 | 413-394-4305
adminsupport@multiculturalbridge.org | www.multiculturalbridge.org

MEMORANDUM OF UNDERSTANDING BETWEEN

Community Growth Partners/Rebelle
&
Berkshire Resources Integration of Diverse Groups through Education (**BRIDGE**)

"Strategic Partnership"

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement between BRIDGE and the Community Growth Partners/Rebelle for the purpose of achieving the aims and objectives related to BRIDGE serving as a strategic partner for positive social impact within their diversity goals and planning and state requirements for the industry.

The mission of the Community Growth Partners/Rebelle is to fulfill the diversity and positive social equity goal in their cannibus business. The purpose of the sponsorship with BRIDGE is to be able to reduce stereotypes and stigma with cannibus use while providing education and generational asset building opportunities to minoritized (and criminalized groups) and minority, women and veteran run businesses within the communities that Community Growth Partners/Rebelle's is employing, cultivating and doing business.

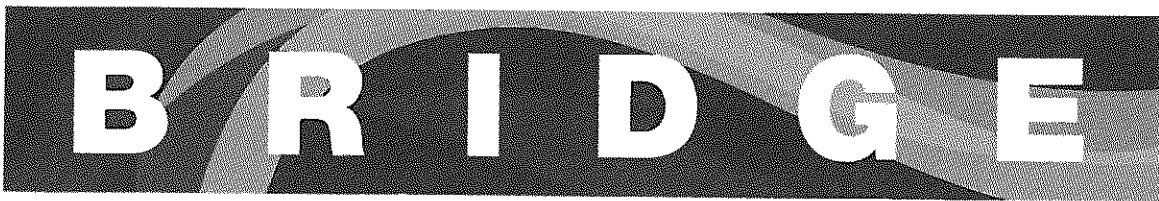
Roles/Responsibilities

BRIDGE will provide the following paid services outlined in the letter of support in specific support of this partnership:

- Accept funds or donations from Community Growth Partners or Rebelle owners, employees at **BRIDGE, 17 Main St. Suite B3 Lee, MA 01238**
- Track Community Growth Partners/Rebelle minority investments
- Support training and education curriculum development
- Support hiring and development of staff and organizational culture
- Support outreach engagement and recruitment in the community
- Notify Community Growth Partners/Rebelle of any relevant changes to BRIDGE's M/W/NPO status

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In alignment with the strategic partnership, the Community Growth Partners/Rebelle will provide the following benefits and information in specific support of this project:

- Share educational resources with BRIDGE staff and networks
- Provide monthly updates regarding persons/entities who are working with Community Growth and their associated demographics
- Reimburse BRIDGE for any additional administrative/processing fees incurred
- Share financial information BRIDGE may request regarding profit as a partner in the equity building of the organization towards building an endowment for BRIDGE

General Partnership

Community Growth Partners and **BRIDGE** outline the preliminary terms of partnership to date:

This provision allows for further MOU's and/or legal contracts to be proposed as the working relationship between BRIDGE and Community Growth Partners develops.

STANDARD BRIDGE TERMS

1. All press release and public communication using BRIDGE will need to be approved by CEO;
2. BRIDGE materials or trainings will not be used for any purpose outside of the partnership;
3. Gwendolyn VanSant, the Director, or designated staff will be privy to proposal narratives and all aspects of the budget related to BRIDGE and provided the opportunity to give meaningful feedback.
4. BRIDGE will continue pre-existing relationships (contracts, staff) originated by BRIDGE and those new relationships for which BRIDGE is responsible for establishing in the course of the partnership with Community Growth. Community Growth will not seek to provide those services or utilize BRIDGE staff at any BRIDGE program sites without the agreement of BRIDGE*.

Timeline

- This MOU is eligible for renewal from year to year unless otherwise stated by either party
- The anticipated working period until review for renewal is 6/30/19 - 6/30/20

Berkshire Resources for Integration of Diverse Groups through Education

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BRIDGE

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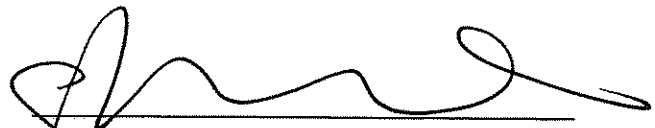
- Both parties shall have the right, at any time, provided *thirty (30) days* written notice is given, to terminate this Memorandum of Understanding, upon the occurrence of any of the following:
 - Any violation of the terms of this Memorandum by either party
 - Death or disability of either party during the term of this Memorandum
 - Either parties' inability to perform in accordance with this Memorandum.

By the signing of this Memorandum, both parties acknowledge and agree, with full understanding as to the accuracy of the contents herein, and with the terms agreed upon during negotiations.

Community Growth Partners

Charlotte Hanna
Impact Investors

*Berkshire Resources for Integration of Diverse
Groups and Education (BRIDGE)*



Gwendolyn VanSant
CEO & Founding Director

BRIDGE & Community Growth Partners/Rebelle MOU Jun 30 2019 | Gwendolyn VanSant & Charlotte Hanna | www.multiculturalbridge.org | <https://www.linkedin.com/in/charlotte-hanna-a6a014164>

vl/gvs

Berkshire Resources for Integration of Diverse Groups through Education

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Qualifications and Training

Community Growth Partners, LLC (“CGP”) seeks to create a diverse team of experienced individuals who are passionate about cannabis. We have outlined a hiring plan in our Diversity Plan to demonstrate where we intend to draw of our employees from, as well as how and who we will recruit. CGP has developed a supportive employee care package that will provide living-wage jobs with proper training, education opportunities, health care, and an annual profit sharing program. Our goal is to create a culture of compassion and compliance among our staff and employees.

Qualifications

When hiring, CGP is committed to interviewing the most qualified applicants with tangible and intangible skill sets to effectively perform the responsibilities and roles for each position. While we believe in the significance of quality experience, none of the entry, mid or high level positions at CGP require a college degree, except positions of CFO and above. We do not intend to disqualify individuals simply because they did not take a traditional education path, and we want to demonstrate that experience is the most valuable qualification we are looking for in all candidates.

CGP promotes Equal Employment Opportunity (“EEO”) and will develop a diverse team that includes CORI applicants, to the extent permitted by Commission regulations, to creatively build the company’s success. Any individual with a CORI will be able to utilize company funding for record expungement. CGP’s recruiting efforts will only target individuals who are 21 years or older. Individuals will not be hired unless they have successfully passed our background check.

Training

Comprehensive employee training is critical for success and assuring quality customer service, staff longevity, performance, workplace culture, and job satisfaction.. The foundation of CGP’s employee training materials will be built around: 1) current, data-driven research; 2) Commission regulations and guidance; and 3) ongoing research so that CGP employees stay up-to-date on employee training specifications and necessary changes/additions.

CGP is committed to training all employees as necessary and required in order to perform all job duties and functions safely and in compliance with applicable laws and regulations. The Chief Operating Officer (“COO”) and Special Advisor, in coordination with department directors and managers, will be responsible for the development and execution of the Training Program. CGP will require all employees to complete new hire orientation that discusses the company’s personnel policies and procedures following our Training Program that covers the Standard Operating Procedures (“SOPs”) of the facility and all operations conducted therein.

The sections that will be covered in the Training Program developed by CGP will include the following: Current Massachusetts laws and regulations; Cannabis Control Commission compliance; SOPs; METRC Electronic Tracking System (“ETS”); Cannabis strain varieties and effects; Cannabinoid and terpene profiles; Identification verification; Daily sales limits; Customer confidentiality; Record keeping and documentation; Cash handling; Diversion prevention training; Perpetual inventory control systems; OSHA compliance; Environmental control systems; Employee dress code and personal hygiene; Good handling practices; Limited access areas; Visitor policy; Daily facility evaluation; Receipt of material; Integrated Pest Management (“IPM”); Weights and measurements and scale calibration; Packaging and labeling procedures; Inventory

reconciliation procedures; Quality control and quality assurance; Laboratory testing protocols; Transferring and transporting shipments; Product recall procedures; Cannabis product waste disposal; Equipment operating procedures; Equipment maintenance, Sanitation and safety; and Emergency protocols.

In addition to these topics, CGP's two-week Training Program will include a health and wellness component. We believe that it is important to not only educate our staff, but to do so in such a manner that emphasizes the company's compliant yet compassionate culture. Given that health and wellness are large parts of our brand, we will instill an appreciation of health and wellness in our employees by providing them with health and wellness related benefits. Similar to the way we plan to educate employees on generational wealth building through our employee profit sharing program, we hope to encourage healthier lifestyle practices among our staff for the betterment of their whole lives, and not just the time they are employed at CGP.

CGP is committed to complete the hiring of our entire staff at least three weeks before any of our facilities open, to ensure ample training time is available for our two-week Training Program. Staff will be paid during these hours, and there is a minimum training requirement of 24 hours in order to start employment at our retail location.

Responsible Vendor Training

CGP will ensure that all marijuana establishment agents complete training prior to performing job functions, which training shall include, at a minimum, completion of a responsible vendor training program operated by an organization licensed by the Commission pursuant to 935 CMR 500.105(2)(b)6. All employees that are involved in the handling and sale of cannabis will complete the annual minimum eight hours of responsible vendor training required for cannabis establishment agents in Massachusetts, as required in 935 CMR 500.105(2)(b). CGP will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Ongoing Training

CGP believes that training in best practices never stops and empowering employees with the proper resources will provide sustainability in achieving our mission of producing high-quality products with consistency. Training materials and education methods will be subject to continuous evaluation to detect areas requiring further development. Materials used in training will be routinely updated to incorporate the scientific community's latest discoveries related to marijuana production and consumption. CGP will provide updated plans and documents to the Commission as necessary or when requested by the Commission. Copies of all policies and procedures regarding the training of employees and signed attendance logs including (the date, time, location, and signature of trainer) will be maintained at the retail establishment and provided to the Commission upon request. At a minimum, CGP staff shall receive 8 hours of on-going training annually.

Diversity & Inclusion Plan

Introduction

Community Growth Partners (“CGP”) is a cannabis social enterprise and as such diversity in ownership, management, employment and contracting is a central tenant to our operation. CGP is an equal opportunity employer and an inclusive company comprised of talented and diverse individuals from many ethnicities and cultures. CGP has an authentic desire to serve and learn from every sector of society and will work to incorporate as many life experiences into its retailer operations as possible.

CGP recognizes that diversity and inclusion should be incorporated into the management and top-down company attitude, in order to promote a work environment that connects employees to the company, fosters communication, fairness, and flexibility, and enables all individuals to realize their full potential. By pairing diversity goals and policies with inclusion values and strategies, we believe we will position our company and workforce for success through employee job satisfaction, high employee retention, and an overall greater quality of life for the members of our team.

One of our goals is to ensure that diverse participants and groups are accorded equality of opportunity. In addition, it is our goal to reduce barriers and recruit employees entering the adult use cannabis industry by identifying non-profit partners, communities, and organizations that work with veterans, women, minorities, people with disabilities and LGBTQIA+ individuals (collectively, “Disenfranchised Populations”).

Diversity Goals

CGP is committed to hiring a diverse and representative workforce and to be a generational wealth accelerator for those individuals who are employed by our company.

- *Goal 1:* Establish a diverse ownership and leadership team that exceeds 75% Disenfranchised Population make-up and 51% equity ownership across Massachusetts-based CGP operations
- *Goal 2:* Facilitate recruiting and hiring practices that ensure individuals from Disenfranchised Populations represent over 75% of all employees
- *Goal 3:* Cultivate diversity among suppliers, vendors, and service providers

Diversity Program

Our goal of diversity and inclusion will be achieved through cultivating a company culture that values and enables collaboration, flexibility, and fairness to ensure individuals realize their full professional potential, and maintain long-term employee retention and satisfaction. The accountability and sustainability of CGP’s Diversity & Inclusion plan will be established by developing structures and strategies that equip leaders with the ability to manage diversity, be accountable, measure results, refine approaches on the basis of data, and cultivate a company culture of inclusion.

Diverse Ownership & Leadership CGP is committed to creating a brand that is true to its Massachusetts roots, which is why founder Charlotte Hanna is committed to recruiting the majority of her executive talent from local communities and Disenfranchised Populations. Her background in diversity initiatives at Goldman Sachs as well as her experience in grassroots organizing and advocacy give her a unique ability to partner unconventionally for the industry and build a deep and strong pipeline for diverse talent. She will recruit a pool of individuals who are established in the local industry, and most hold economic empowerment designations from the Commission. CGP has developed an empowerment program that will help executive leaders with EE designation and help them build their leadership skills by working together at CGP. Marcus Williams (Economic Empowerment Applicant and founder of BurySeed Co.) will be CGP’s first member of the EE Future Leaders Initiative serving as a Vice President and rotating through a variety of leadership roles within CGP so that ultimately he will have the skills and experience to become Charlotte’s successor or build his own business within CGP’s umbrella of brands it helps bring to market.

(Please note that CGP cannot hire these individuals full time until we receive our provisional license. There are also a number of other individuals we have been working to recruit to our team. Once we receive our provisional license, this diverse group will be thoroughly vetted and screened as part of our normal hiring

practices to ensure that CGP, its employees and contractors always stay within the limits of licenses required by statute. We have a strong and diverse bench of potential local leaders who together will be one of the most diverse leadership teams in the cannabis industry in MA) CGP commits that at least 51% of the company's equity will be owned by members of Disenfranchised Populations.

Targeted Recruiting & Hiring

Our Human Resources recruiting and outreach personnel will conduct targeted outreach to Disenfranchised Populations. CGP will participate at job fairs throughout the Berkshires region with a focus on fairs that have a goal of attracting people from Disenfranchised Populations. We will also seek to partner with local community organizations to help us reach our diversity goals, such as the Multicultural BRIDGE program to help with hiring. For example, we will collaborate with BRIDGE to help us create our training programs (which it currently does for other local organizations), and work with BRIDGE to create a hiring pipeline, since it is connected to other local minority groups (see attached letter).

CGP's company-wide minimum wage is \$15 per hour, which is above the single living wage in Berkshire County. At our Great Barrington location, we will add up to 12 per diem positions, and four salaried positions including full benefits. We are committed to at least 75% of the salaried positions going to members of Disenfranchised Populations.

Diversity among Suppliers

CGP will seek out and encourage contracts with minority-owned, women-owned, and veteran-owned companies as an integral part of CGP business operations. Using our Community Resource List, we will establish productive partner relationships with local businesses to supply the goods and services we need. These relationships will also provide us with valuable insights to help us develop our local operations and our plan to address unmet needs in the community.

Economic Empowerment Brand Development & Support

CGP is committed to supporting our EE partners with the continued development of their existing brands by providing marketing and communications support, retail space, product and manufacturing services, and other technical support needed to help successfully launch these brands into the legal recreational market.

Dedicated Shelf Space for Local Minority & Women Owned Businesses

We are committed to dedicating 20% of our shelf space to locally operated minority & women owned businesses that are creating products aligned with our brand mission and values. Our store format incorporates a variety of non-cannabis products in addition to plant-based merchandise, and we are eager to promote a diverse offering of locally-crafted goods.

Consumer Education Workshops

Both the consumers and products of the cannabis industry are constantly changing. CGP believes that it is important to educate consumers on the myriad of products and their uses, and to address any safety issues or concerns. We will host monthly workshops on different products and best practices for cannabis consumption. We hope to also invite local leaders that have been underrepresented in the cannabis space, providing a platform for minority, disabled, veteran, and women leaders to present and promote their cannabis-related work. We believe these conversations are important to eliminate the negative stigma of cannabis and to increase awareness.

Diversity Measurement

The Chief Operating Officer ("COO") will be responsible for the execution, management and tracking of the CGP's Diversity Plan. The COO will compile information describing CGP's progress toward its diversity goals ("Diversity Summary") and CGP will release that information within 45 days of its annual report.

Recruiting and Hiring: We will implement strategic recruitment and outreach through our Human Resources department and all directors and managers.

- HR will ensure that over 75% of hires will identify as a member of one or more Disenfranchised Populations (minorities, women, veterans, people with disabilities, and people of all sexual identities and orientations), including over 51% of executive management positions, and 75% of salaried retail positions
- Executive management training will emphasize diversity, equity and inclusion best practices in recruitment outreach strategies as well as workplace operations
- HR will track data and measure the percentage of employees excluding retirees, who leave the company, based on a one-year rolling average. In addition, CGP will strive to make progress on this measure for each demographic group, consistent with the overall average for each group

CGP will report annually to the Commission on the outcomes of these measures, specifically including:

- Community partnerships that were created for the assistance of our targeted hiring plan
- The number of individuals from Disenfranchised Populations that were hired, retained and promoted
- New positions created

Consumer Education Workshops: We will measure the diversity of leaders/speakers and presenters as it relates to their race, disability status, sexual orientation, and/or veteran status

Economic Empowerment Brand Development: CGP will annually report on the progress of our supported EE brands, including the equivalent financial contribution for business development activities, the value of shared marketing and manufacturing resources, and a sales report on the guaranteed 5% shelf space per brand across all retail locations.

Outreach to Diverse Suppliers & Shelf Space: We have placed a priority on developing a diverse supplier network through the following activities:

- Currently, we are working with a woman-owned design firm in Great Barrington, and we have asked them to seek out MBE & WBE certified businesses for the related contract work
- We will continue to utilize the state directory of certified businesses in Region 1
- Identify and attend area business supplier trade shows
- Train directors and managers on sourcing diverse suppliers
- Establish monthly diversity outreach activity goals for directors and managers
- Attain yearly benchmark of 25% in diverse suppliers/B2B contracts (with subsequent improvement goals TBD)
- Measure the number of women suppliers, vendors, and service providers
- Measure the number of minority suppliers , vendors and service providers
- Measure the percentage of shelf space held by minority & women owned merchandise

CGP will report on the diversity of our suppliers annually, and will include updated improvement goals as they are designed. This information will be included in the COO's annual Diversity Summary.

CGP acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.