



# Massachusetts Cannabis Control Commission

## Marijuana Product Manufacturer

### General Information:

License Number: MP281677  
Original Issued Date: 12/21/2021  
Issued Date: 12/21/2021  
Expiration Date: 12/21/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Community Growth Partners Northampton Operations LLC

Phone Number: 646-408-1196

Email Address: charlotte@communitygrowthpartners.com

Business Address 1: 20 Ladd Avenue

Business Address 2:

Business City: Northampton

Business State: MD

Business Zip Code: 01060

Mailing Address 1: 20 Ladd Avenue

Mailing Address 2:

Mailing City: Northampton

Mailing State: MA

Mailing Zip Code: 01060

## 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: 65

Percentage Of Control:

65

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?: White (German, Irish, English, Italian, Polish, French), Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 2 Percentage Of Control:  
2  
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: Black

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 1 Percentage Of Control: 1  
Role: Other Role:  
First Name: Steven Last Name: Hubbard Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 1 Percentage Of Control: 1  
Role: Board Member Other Role:  
First Name: Garrett Last Name: Bender Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control:  
Role: Board Member Other Role:  
First Name: Lindy Last Name: Snider Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: Percentage Of Control:  
Role: Board Member Other Role:  
First Name: Dennis Last Name: Suskin Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 7

Percentage Of Ownership: Percentage Of Control:

Role: Board Member

Other Role:

First Name: Ernest

Last Name: Hanna

Suffix:

Gender:

User Defined Gender:

What is this person's race or ethnicity?:

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: Owns, Improves and Leases Real Estate

Foreign Subsidiary Narrative:

Entity Phone: 646-408-1196

Entity Email: charlotte@communitygrowthpartners.com

Entity Website:

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: 4th Floor

Entity Mailing City: Boston

Entity Mailing State: MA

Entity Mailing Zip Code:

02210

**Relationship Description:** This entity was formed to purchase, improve and lease all cannabis related real estate. By virtue of being the primary lease holder for 20 Ladd Avenue that will make leasehold improvements, this entity has indirect authority with regard to the license holder, Community Growth Partners Northampton Operations LLC. Community Growth Partners MA Real Estate does not have any direct authority over the management, policies, security operations or product manufacturing 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

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 product manufacturing 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, Other (Specify)	Other Type of Capital:	Total Value of the Capital Provided: \$150000	Percentage of Initial Capital: 100
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: 20 Ladd Avenue	
Establishment Address 2:	
Establishment City: Northampton	Establishment Zip Code: 01060
Approximate square footage of the Establishment: 28000	How many abutters does this property have?: 32
Have all property abutters have 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
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant Northampton.pdf	pdf	5ce8261c69291617ba85ddeb	05/24/2019
Certification of Host Community Agreement	HCA Certification Form.pdf	pdf	5ced87bdf6a8617e208ca43	05/28/2019
Certification of Host Community Agreement	NEF Letter.pdf	pdf	5d0a7f4a33099617d7946432	06/19/2019
Community Outreach Meeting Documentation	REVISED NH PROOF OF COMMUNITY OUTREACH.pdf	pdf	5d240ca7f29d1909b30c0995	07/08/2019

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	5d1399b969291617ba8625f1	06/26/2019
Plan for Positive Impact	7_17 Positive Impact Plan - Northampton.pdf	pdf	5d2f6cd254bcfa38af033400	07/17/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Date generated: 07/01/2022

Page: 4 of 8



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

##### Individual Background Information 3

Role:      Other Role:

First Name: Steven      Last Name: Hubbard      Suffix:

RMD Association:

Background Question:

##### Individual Background Information 4

Role:      Other Role:

First Name: Garret      Last Name: Bender      Suffix:

RMD Association:

Background Question:

##### Individual Background Information 5

Role:      Other Role:

First Name: Lindy      Last Name: Snider      Suffix:

RMD Association:

Background Question:

##### Individual Background Information 6

Role:      Other Role:

First Name: Dennis      Last Name: Suskind      Suffix:

RMD Association:

Background Question:

##### Individual Background Information 7

Role:      Other Role:

First Name: Ernest      Last Name: Hanna      Suffix:

RMD Association:

Background Question:

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

Role: Investor/Contributor      Other Role:

**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 Ave

**Primary Business Address 2:** 4th Floor

**Primary Business City:** Boston

**Primary Business State:** MA

**Principal Business Zip Code:**  
02210

**Additional Information:** This entity has been formed to purchase, improve and lease real estate for cannabis use. Currently this entity is the primary leaseholder for the Marijuana Product Manufacturing Establishment we seek to license at 20 Ladd Avenue in Northampton. 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:** 470 Atlantic Avenue

**Primary Business Address 2:** 4th Floor

**Primary Business City:** Boston

**Primary Business State:** MA

**Principal Business Zip Code:**  
02210

**Additional Information:** Community Growth Partners Holdings LLC has been created to hold all cannabis licenses and manage and operate all license holding plant touching businesses. This entity is the single member owner of Community Growth Partners Great Barrington Operations LLC (which seeks a Marijuana Retailer license) and Community Growth Partners Northampton Operations LLC (which is also seeking a Marijuana Cultivation license in addition to this application). This entity has been funded by Charlotte Hanna and its members are Charlotte Hanna and Marcus Williams. There are future plans to roll out this social enterprise business model - if the Massachusetts pilot program is successful - in other states. We are working with national leaders from the fields 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
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing NH SEC.pdf	pdf	5ce8295d69291617ba85ddfe	05/24/2019
Department of Revenue - Certificate of Good standing	Cert Good Standing Rev NH.pdf	pdf	5ce8297b41a4321320f260e3	05/24/2019
Articles of Organization	Northampton Cert of Org.pdf	pdf	5ce8299133099617d7942ce7	05/24/2019
Bylaws	CGP NH Operating Agreement - PT 1.pdf	pdf	5d25459dece777050c0932d1	07/09/2019
Bylaws	CGP NH Operating Agreement Signed - PART 2.pdf	pdf	5d2545b0ab65a805005c05ef	07/09/2019

No documents uploaded

**Massachusetts Business Identification Number:** 001372822

**Doing-Business-As Name:** rebelle

**DBA Registration City:** Northampton

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Liability Insurance Plan Northampton.pdf	pdf	5ceed5fd50e7af1803c1da14	05/29/2019
Proposed Timeline	PM Timeline_updated.pdf	pdf	5d139baa41a4321320f2a7cb	06/26/2019
Business Plan	Business Plan - Prod Mfg_Updated 9.5.19.pdf	pdf	5d72a56438be9e227ac537be	09/06/2019

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older-Prod Mfg.pdf	pdf	5ced93bc50e7af1803c1d762	05/28/2019
Prevention of diversion	Prevention of Diversion-Prod Mfg.pdf	pdf	5ced93d5acc50017edd6085e	05/28/2019
Maintaining of financial records	Maintaining of Financial Records- Prod Mfg.pdf	pdf	5ced940750e7af1803c1d766	05/28/2019
Storage of marijuana	Storage of Cannabis-Prod Mfg.pdf	pdf	5ced96c4748dc71348c36995	05/28/2019
Personnel policies including background checks	Personnel Policies and Background Checks-PM.pdf	pdf	5ceda8aa58ad7e1336c25a6c	05/28/2019
Sample of unique identifying marks used for branding	LOGO PRODMFG.pdf	pdf	5ceeb88450e7af1803c1d978	05/29/2019
Record Keeping procedures	Record Keeping Procedures-PM.pdf	pdf	5ceed6bd41a4321320f269a8	05/29/2019
Method used to produce products	Methods Used to Produce Products.pdf	pdf	5ceed6d9722cea17c125f15a	05/29/2019
Inventory procedures	Inventory Procedures-PM.pdf	pdf	5ceeda14624ce5135e924773	05/29/2019
Dispensing procedures	PM Dispensing Procedures_updated.pdf	pdf	5d139a1869291617ba8625f7	06/26/2019
Quality control and testing	PM Quality Control and Testing_updated.pdf	pdf	5d139a3858ad7e1336c29d2d	06/26/2019
Transportation of marijuana	PM Transportation of Cannabis & Products_updated.pdf	pdf	5d139a46bbb965134133df5e	06/26/2019
Diversity plan	ROCA Letter.pdf	pdf	5d139a8664ca8317f4fcd829	06/26/2019
Security plan	Limited Access Diagram - PManufacturing.pdf	pdf	5d25d99e4dc82309e61be67e	07/10/2019
Qualifications and training	PM Qualifications and Training_updated 7.17.pdf	pdf	5d2f6d3117ec6d33f1150aa7	07/17/2019
Security plan	PM Security Plan_updated 7.19.pdf	pdf	5d31d700e230513892f80a68	07/19/2019
Security plan	Foley Letter Security.pdf	pdf	5d379220f0e76e38a87cd8cd	07/23/2019
Sample of unique identifying marks used for branding	LOGO PRODMFG - Updated 7-24.pdf	pdf	5d3853debc4ba7387cf4e0d5	07/24/2019
Diversity plan	PM Diversity Plan_updated 9.5.19.pdf	pdf	5d72a7053567ed1db89e1eac	09/06/2019
Types of products Manufactured.	Product List - v2.pdf	pdf	5db343f1b35b62300f5d93fa	10/25/2019

### 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

#### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

#### HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: 9:00 AM	Saturday To: 5:00 PM
Sunday From: 9:00 AM	Sunday To: 5:00 PM

**Community Growth Partners  
Northampton Operations LLC  
Cultivation Application**

**Plan to Remain Compliant With Local Zoning**

Community Growth Partners Northampton Operations LLC and all its affiliated parent and sponsor entities has already begun to work closely with local zoning and planning municipal officials in Northampton. We have established strong relationships with the Town Planner, Carolyn Misch and reviewed our site 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 Chapter 350 of the City of Northampton Code of Ordinances, which covers zoning. We are mindful of Northampton's thoughtful Water Supply and Special Conservancy regulations, and we will continue to be in compliance as we move forward with our operations.

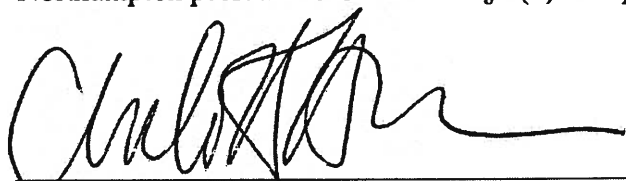
Our architect, Siegfried Porth, has been in business in the area for over twenty years, and is very familiar with the local building code. Additionally, he has designed multiple large scale cultivation facilities, including (currently operating) INSA in Easthampton.

## 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 Northampton Operations LLC that the applicant has executed a host community agreement with The City of Northampton pursuant to G.L.c. 94G § 3(d) on April 26, 2019.



Signature of Authorized Representative of Applicant

### **Host Community**

I, David Narkewicz, certify that I am the contracting authority or have been duly authorized by the contracting authority for The City of Northampton to certify that the applicant and The City of Northampton have executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 26, 2019.



Signature of Contracting Authority or  
Authorized Representative of Host Community

June 18, 2019

To Whom It May Concern:

The Northampton Education Foundation (NEF) is a non-profit organization created to fund projects and programs that expand educational opportunities, foster creativity, and enhance academic experiences in Northampton's public schools.

Community Growth Partners (CGP) has offered an annual donation of \$10,000 to NEF through the Community Host Agreement between CGP and Northampton. The NEF Board of Directors has discussed this offer and is willing to accept this donation. We also understand that we may be eligible to receive additional donations through CGP's employee donation match program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Bedell', with a long horizontal line extending to the right.

Josh Bedell  
Board Member, Northampton Education Foundation

## 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 Northampton 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 29, 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 22, 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.

# Classified CONNECTIONS...

TO PLACE AN AD IN ANY OF THESE PUBLICATIONS

Call 586.1700  
Stop by 115 Conz St., Northampton, MA • 8am-5pm  
Visit [www.gazettenet.com](http://www.gazettenet.com) • [classifieds@gazettenet.com](mailto:classifieds@gazettenet.com)



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**ADJUSTMENTS**  
Please check your ad the first day it appears. If you find an error, call us immediately at 586-1700. We cannot be responsible for more than 2 days of incorrect insertions.



10 words  
3 days for \$30.00  
Call by Wednesday at 1pm

**LOST AND FOUND ADS FREE**  
for one week • 5 lines

## Business & Service Directory

### Antiques

ATTICS TO CELLARS Buying Antiques, coins, jewelry 1 piece or entire estate 586-1380 or 586-1801

### Carpentry

RETIRED GENTLEMAN, 50 yrs exp. Carpentry, drywall & decks. 478-1262 & 427-5795

### Cleaning/Maintenance

Family owned, HOUSE CLEANING and OFFICES. We offer quality cleaning and fair prices. References available. Free free to call us. FLAVIO MARQUES 860-328-3820 or CRISTINA 478-693-7277

### Dry Wall

B.R. INTERIORS, fine plastering, plaster veneer, drywall Bruce Roth, 585-9023

### Flooring

A. DION & SON, Floor Contractors. Installing, sanding, refinishing hardwood floors. (413) 584-6170

### Home Improvement

HAARD'S HOME IMPROVEMENT. Kitchens, baths, remodeling, decks, all home repairs. Lic. Ins. 687-5864. STRUCTURAL post & beam sill timbers sagging floors, termite damage, foundations, home garage, home repairs. (413) 587-3149

## ANNOUNCEMENTS

### Announcements

CRAFTERS WANTED for Bazaar on 2/2/19, contact Barbara Miller at 413-563-7477, Order of the Eastern Star.

**RETIRED**  
I am a retired professional with 30 years of experience in the field of business development. I am seeking a full-time position where I can utilize my skills and experience to contribute to the success of a growing organization. I have a strong background in sales, marketing, and customer service. I am a team player and a self-starter. I am confident that I can bring a lot of value to your organization. Please contact me at 413-586-1700 for more information.

### Found

Found Dog North Branch Road in Hadley Mass. 1 intact male Springer/Weimaraner mix (Brown and white in color). Dog currently in the care of Hadley Animal Control. Please call 413-584-0883 to claim or if you might know where they live.

## EMPLOYMENT

### Help Wanted

EARN \$500 A DAY (SALES) Final Expense Insurance • Exclusive Leads • Local • Training/Support • Everyday is Payday • Agent Health/Dental Benefits • Incentive Trips Call: 860-357-6904 [www.thyinsurance.com](http://www.thyinsurance.com)

Lung Cancer? And Age 60+? You And Your Family May Be Entitled To Significant Cash Award. No Risk. No Money Out Of Pocket. For Information Call 855-382-4158

**START HERE**  
JOB SEARCH  
THEN VISIT marketplace.gazettenet.com

### House Cleaning

Experienced & reliable house cleaner, with references. Karen 413-377-1655

### Painting

A BRUSH ABOVE Al Tardy Interior/Exterior Free estimates. 413-586-4150

### ASAP Painting NEW YEAR - NEW SAVINGS

how booking for winter interior painting, residential and commercial. Free estimates and winter discounts. Competitive pricing and over 50 years of combined professional experience. Accepting all major credit cards. (413) 586-5010

### Rubbish Removal

"1 Call Does It All" Lrg or sm estate, basement & garage clean-outs, fully ins. Matt Botley, Owner. Winstony (413) 584-5381

### Seat Weaving

CUSTOM SEAT WEAVING. Canvas, Rush, Reed & Danish Cord. 40 yrs. Exp. 768-7768

### Snow Removal

AAA SNOWPLOWING. Amherst/Hadley area. 413-584-5589

### Wood Splitting

FIREWOOD. Cut, split, delivered. Log length available. Stacking available. (413) 585-5705

## EMPLOYMENT

### Jobs Wanted

Are you a PCA or independent home health aide? Our readers are looking for you! Get the word out with our Business Card Flyer.

**CALL TODAY**  
413-586-1700

## MERCHANDISE

### Antiques

LOU FARRICK wants antiques, estates, furniture, toys. Cash. 535-9783, 584-9486

### Help Wanted

## Newspaper Home Delivery

Stapog Distribution, Inc. is seeking Delivery Service Providers (DSPs) for newspaper home delivery routes. DSPs are independently contracted.

Routes are Mon-Sat, 2-3 hours daily, starting around 2-4AM.  
**\$350-\$500/bi-weekly.**

Routes available in: South Deerfield / Belchertown

No \$\$ collections. Must be 18+ with a reliable means to provide delivery.

Call STAPOG DISTRIBUTION, INC. 413-687-4567

Please Recycle This Newspaper

## MERCHANDISE

### Fast Action Ads

4 STUDD TIRE 275-65E-15 used only 400 miles \$75 (413) 320-9893

Zepplin stamp \$100 got stamps? Ron 413-898-3324 Stamps wanted

DRESSY PANT SUITS Size 14 petite. Excellent condition. \$30 (413) 658-8402

HERCULYPHIC MEMORABILIA set of ten items \$45 (413) 638-3906

RED FRAME Stair expands to King size. 5 bed risers \$0 (413) 258-6473

VTO DOME TOP TRUNK Very good/roadworthy shell/ features \$60 (413) 541-8814

Baby carriage, 3 cup holders, storage. \$25 203-1680

BOYS ICE SKATES, sz. 8, \$15, 413-586-3389

CAR COAT Ladies, Lord's End, DK Gray, Never Worn Size 18 \$45 (413) 584-8375

SPACE HEATER Electric, portable, oscillating \$75 504-2784

35 GALLON AQUARIUM everything included \$350 (413) 475-4802

chandelier, bronze, French (looks antique) \$25. 413-258-8941

CONTEMPORARY SETTEE new in carton w/ charcoal upholstery \$300 text 927-8507

DRESSY PANT SUITS Size 14 petite. Excellent condition. \$30 (413) 658-8402

HERCULYPHIC MEMORABILIA set of ten items \$45 (413) 638-3906

DROP LEAF TABLE LAMP TABLE 18" HIGH VINTAGE \$30 (413) 927-1327

COFFEE TABLE Oak/leak finish \$25 (413) 927-5585

Ice Fishing 8 inch gas gauger excellent \$100 (413) 789-2228

SNOWMAN Outdoor decoration, lights on wire frame, 5x25 \$50 413-586-8245

### Miscellaneous

FREON R12 WANTED. CERTIFIED BUYER will PAY CASH for R12 cylinders or coils of cans. (312) 201-9189 [www.refrigerantfinders.com](http://www.refrigerantfinders.com)

## REAL ESTATE FOR SALE

Realtors/Brokers

GOGGINS REAL ESTATE  
[www.gogginsrealestate.com](http://www.gogginsrealestate.com)  
Northampton's #1 Realtor

## REAL ESTATE FOR RENT

Rental Agencies

Free Landlord Service  
[www.RentNoho.com](http://www.RentNoho.com) 582-0300

## Legals

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**  
Premises: 5 Old Amherst Road, Unit 5B, Old Amherst Road Condominium Trust a/k/a Old Amherst Road Association Condominiums, Belchertown, MA 01107

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Khanh N. Thai and Trang Nguyen to Citizens Bank of Massachusetts, and now held by Citizens Bank, N.A. 100 RBS Citizens, N.A. s/b/m Citizens Bank of Massachusetts, said mortgage dated July 22, 2004 and recorded in the Hampshire County Registry of Deeds in Book 7951, Page 324 for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on February 26, 2019 at 1:00PM Local Time upon the premises, directly in front of the building in which the unit is located, all and singular the premises described in said mortgage, to wit:

Property Address: 5 OLD AMHERST ROAD, UNIT 5B, BELCHERTOWN, MA

Title Held by: KHANH N. THAI AND TRANG NGUYEN

The land with the buildings thereon situated in the town of BELCHERTOWN, County of HAMPSHIRE, State of Massachusetts known as and being numbered 5 OLD AMHERST ROAD, UNIT 5B.

The premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, and layouts and takings of record, insofar as they are in force and applicable.

Meaning and intending to mortgage the same premises by deed of GEORGE P. ROBERTS AND MARTHA J. ROBERTS to KHANH N. THAI AND TRANG NGUYEN, Dated 03/29/2002 and Recorded 03/29/2002 with the HAMPSHIRE Registry of Deeds in Book 6591, Page 268 wherein a more detailed description of the premises is set forth.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagee's Title see deed dated March 29, 2002 and recorded in the Hampshire County Registry of Deeds in Book 6591, Page 268.

Said Unit will be conveyed together with an undivided percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with all rights, easements, covenants and agreements as contained and referred to in the Declaration of Condominium, as amended.

**TERMS OF SALE:** Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

**FIVE THOUSAND (\$5,000.00)** Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

Brook & Scott, PLLC  
1080 Main Street, Suite 200  
Pawtucket, RI 02860  
Attorney for Citizens Bank, N.A. 100 RBS Citizens, N.A. s/b/m Citizens Bank of Massachusetts  
Present Holder of the Mortgage  
401-217-8701

## Dogs/Cats & Pets

**PET OF THE WEEK: KALI**  
  
Kali is a lovely young girl, with a big heart. Literally, a big heart: she has significant cardiac issues. She is in search of a family with hearts big enough to offer her love, and the specialized care that she needs. Kali has been in foster care while waiting to see the veterinary cardiologist, and her foster caretaker said:

"Kali is an excellent, well behaved dog, especially for a pup. Every dog is her friend and she loves to play with every dog. Please no cats though! People - all people - are her friend too. She will bark if someone comes to the door but, as soon as they are in the house, they are her best friend. If someone runs and throws a ball, she is right there with them. Rather well? That's good with her too. No matter what, offer driver it's lap time with you. Kali needs well in a car. She goes to her crate on command and does well in the crate. She's completely house trained. But remember, she's still young. Occasionally she thinks soft things are toys (even when they're not). She is a fabulous dog."

Kali has now seen a veterinary cardiologist and has a treatment plan, which will help her be comfortable and active for as long as possible. She does need a special diet, ongoing medication, and follow up with a veterinary cardiologist. Her condition will worsen at some point, we don't know if that will be many years from now or sooner. We do know that right now, she is happy, fun, playful and full of love for everyone she meets.

If you know a family with hearts big enough to welcome this happy girl and provide her the care she needs, please share her story with them. To request a meeting with Kali, please call Dakin at 413.781.4000

**FAST ACTION ADS**  
now at [Gazettenet.com](http://Gazettenet.com)  
No need to call!!

## Legals

**CITATION ON PETITION FOR ALLOWANCE OF ACCOUNT**  
Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Hampshire Probate and Family Court

33 King Street, Suite 3  
Northampton, MA 01060  
(413) 586-8500

Docket No. HS19P0107EP  
Estate of Rom Joseph DeLorido  
Date of Death: 02/07/1998

To all interested persons: A Petition has been filed by Robert T. Doyle Jr., of Amherst, MA requesting allowance of the FIRST through NINETEENTH & FINAL account(s) as Personal Representative and any other relief as requested in the Petition.

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to the proceedings. To do so, you or your attorney must file a written appearance and objection at the Court before 10:00 a.m. on 02/13/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

WITNESSES: Hon. Linda S. Fiddick, First Justice of the Court.  
Date: January 7, 2019  
Michael J. Carey, Register of Probate

23440 January 22

## COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday January 29th, 2019 at 6pm at Northwick Community School 221, Riverside Dr., Florence, MA. The proposed cultivation and manufacturing site is anticipated to be located at 20 Ladd Ave., Northampton, MA. There will be an opportunity for the public to ask questions.

23443 January 22

## Legals

### PUBLIC MEETING NOTICE

The Plainfield Conservation Commission will hold a public meeting Wed. Jan. 30, 2019 at 7:00 PM to review a request for determination of applicability (RDA) submitted by Sally Silberberg. The request is whether an addition to a shed within 200 ft of the river is subject to the Wetlands Protection Act. This meeting is in accordance with MGL Chapter 131, section 40 of the Wetland Protection Act.

23476 January 22

**REAL ESTATE Open Houses**  
GAZETTE

**Hiring Rule #7:**  
Spend less time screening & more time interviewing your future hire.  
Hire Smarter, Faster, for Less.  
Post Your Job On  
**GAZETTE**  
Northampton  
[gazettenet.com](http://gazettenet.com) | 586-1700

# Attachment B

**From:** Laura Ireland mishomer19@gmail.com @  
**Subject:** Northampton Community Outreach notice  
**Date:** January 22, 2019 at 12:21 PM  
**To:** mayor@northamptonma.gov, cclerk@northamptonma.gov, cmisch@northamptonma.gov  
**Cc:** alesko@northamptonma.gov, charlottehanna@yahoo.com, Laura Ireland laura@makefuneasy.com

Hello Northampton,

I just wanted to send a quick email to informally let you know that Community Growth Partners is having their Community Outreach Meeting next week, Tuesday January 24th. You should receive the notice via certified mail today as well. Let me know if you need anything further before next Tuesday.

All the best,  
Laura Ireland  
347-678-6915

## **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 Cultivation and Manufacturing establishment at **20 Ladd Ave, Florence, MA** in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.000

**January 29th, 2019 - 6pm Nonotuck Community School**  
**221 Riverside Dr., Florence, MA 01062**

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.



Northampton  
Comm....pages

NOTICE OF COMMUNITY OUTREACH MEETING  
**Community Growth Partners**

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- Plans for maintaining a secure facility;
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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 - COPY OF MAILING LABELS USED MAILINGS TO ALL ABUTTERS

OWNER\_NAME\_1  
OWNER\_NAME\_2  
MAILING\_ADDRESS\_1  
CITY, STATE\_OR\_COUNTRY ZIP\_CODE

ROBERT CUMMINGS  
PO BOX 1209  
NORTHAMPTON, MA 01061

CUTLERY BUILDING ASSOC  
90 CONZ ST  
NORTHAMPTON, MA 01060

ROBERT L CUMMINGS  
PO BOX 1209  
NORTHAMPTON, MA 01061

BURTON SAM & SUSAN E REES  
320 RIVERSIDE DR  
FLORENCE, MA 01062

ROSS & ROSE LLC  
49 OAK ST  
FLORENCE, MA 01062

SPENSE GEORGE A  
P O BOX 16  
HATFIELD, MA 01038

SPENCE GEORGE A  
P O BOX 16  
HATFIELD, MA 01038

SPENCE GEORGE A  
P O BOX 16  
HATFIELD, MA 01038

SPENCE GEORGE A  
P O BOX 16  
HATFIELD, MA 01038

SCULLY MEGHAN K  
21 CLEMENT ST  
FLORENCE, MA 01062

KRASNEY PETER S &  
JENNIFER BETH LANTERMAN  
283 RIVERSIDE DR  
FLORENCE, MA 01062

HANZEL MILTON &  
CHRISTINE E LINDERMAN  
277 RIVERSIDE DR  
FLORENCE, MA 01062

GREENBLATT ALEXIS D  
300 RIVERSIDE DR  
FLORENCE, MA 01062

MCLEAN PETER W F & FREGENBAUM  
KAREN J M  
298 RIVERSIDE DR  
FLORENCE, MA 01062

REPOSA JULIE C & ABBY E DEANGELIS  
294 RIVERSIDE DR  
FLORENCE, MA 01062

GOBILLOT CHRISTOPHER E &  
CINDY L GOBILLOT  
16 MILLER AVE  
SOUTHAMPTON, MA 01073

NEIMAN ANNA LEIGH  
284 RIVERSIDE DR  
FLORENCE, MA 01062

SMITH STEPHANIE A & PATRICK A FALLA  
PO BOX 314  
CONWAY, MA 01341

MILLER JOYCE ANN  
272 RIVERSIDE DR  
FLORENCE, MA 01062

SCHWEITZER GREGORY  
15 LADD AVE  
NORTHAMPTON, MA 01060

AKERS WILLIAM F & LINDSEY A  
27 LADD AVE  
FLORENCE, MA 01062

STEINIGER THOMAS L &  
ELIZABETH BRISTOW-STEINGER  
31 LADD AVE  
FLORENCE, MA 01062

GLASS LAKE PARTNERS LLC  
43 LADD AVE  
FLORENCE, MA 01062

ATELIER LLC  
C/O JAMES J & BONITA S GRAHAM TRUSTEES  
35 FORBES AVE  
NORTHAMPTON, MA 01060

NORTHAMPTON WIREWORKS OFFICE  
BUSINESS & TECHNOLOGY CTR LLC  
667 MAIN ST  
HOLYOKE, MA 01040

BEDELL JOSHUA D &  
SARAH L MARCUS  
264 RIVERSIDE DR  
FLORENCE, MA 01062

GRHAM JAMES J TRUSTEE  
152 LAUREL HILL RD  
WESTHAMPTON, MA 01027

GLASS LAKE PARTNERS LLC  
43 LADD AVE  
FLORENCE, MA 01062

NORTHAMPTON CITY OF  
ATTN: CONSERVATION COMMISSION  
210 MAIN ST  
NORTHAMPTON, MA 01060

ATTACHMENT C - MAILING LIST CONTINUED

PARRISH COLLEEN A  
299R BURTS PIT RD  
FLORENCE, MA 01062

DEPT OF FOOD & AGRICULTURE  
C/O UNIVERSITY OF MASS LOT JI  
101 UNIVERSITY DR  
AMHERST, MA 01002

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# ATTACHMENT C - ADDITIONAL COMMUNITY OUTREACH BEYOND REQUIRED 300 FOOT ABUTTERS



Begin forwarded message:

**From:** Jonathan Little <[jonathangliddle@gmail.com](mailto:jonathangliddle@gmail.com)>  
**Subject:** Fwd: [baystatevillage] Cannabis Cultivation Establishment on Ladd Ave - Community Meeting 1/29  
**Date:** January 28, 2019 at 4:43:37 PM EST  
**To:** [charlotteehanna@yahoo.com](mailto:charlotteehanna@yahoo.com)

----- Forwarded message -----

**From:** Josh Bedell <[jbedell2@gmail.com](mailto:jbedell2@gmail.com)>  
**Date:** Fri, Jan 25, 2019 at 4:57 PM  
**Subject:** [baystatevillage] Cannabis Cultivation Establishment on Ladd Ave - Community Meeting 1/29  
**To:** <[baystatevillage@googlegroups.com](mailto:baystatevillage@googlegroups.com)>

Hello Neighbors,

A company is planning a cannabis cultivation and manufacturing establishment in the former Yankee Hill Machine building on Ladd Ave.

As many of you know, there have been a few other proposals in recent months, and a number of residents have expressed frustration about the lack of communication from these groups, as well as the community outreach meetings that seemed to be scheduled at intentionally inconvenient times.

In stark contrast, this group has proactively reached out to the BSVA and has expressed a desire to have an open dialogue with the neighborhood about their plans and address any potential concerns. I have spoken with the owner of the company, and I get the sense that they are well organized and that their project will quite likely move forward.

They have worked with the BSVA to schedule the community outreach meeting in a convenient time and place, which is this coming Tuesday, 1/29, 6pm, at the Nonotuck Community School, 221 Riverside Drive (entrance in back).

The formal notice is below. I plan to be there and I encourage any interested residents to attend.

Thanks,  
-Josh

## 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 Cultivation and Manufacturing establishment at **20 Ladd Ave, Florence, MA** in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.000

**January 29th, 2019 - 6pm Nonotuck Community School  
221 Riverside Dr., Florence, MA 01062**

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.

--

You received this message because you are subscribed to the Google Groups "Bay State Village" group.

To unsubscribe from this group and stop receiving emails from it, send an email to

[baystatevillage+unsubscribe@googlegroups.com](mailto:baystatevillage+unsubscribe@googlegroups.com).

To post to this group, send email to [baystatevillage@googlegroups.com](mailto:baystatevillage@googlegroups.com).

Visit this group at <https://groups.google.com/group/baystatevillage>.

# **Community Growth Partners Northampton Operations LLC**

## **Product & Manufacturing Application**

### **Positive Impact Plan**

#### **Introduction**

Community Growth Partners LLC (CGP) is committed to being an active and engaged community partner and educator in Northampton, Holyoke and Springfield. 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 Northampton, 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 Northampton is not a state-designated area of disproportionate impact, we plan to extend our positive impact planning to neighboring towns that have been affected, specifically Holyoke, Springfield and Worcester. In addition to hiring plans that will aggressively target residents of those towns (as outlined in our Diversity Plan) we have created a layered community engagement platform centered around criminal justice reform, minimization of our environmental impact, education and empowerment.

#### **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 minorities in 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 Massachusetts.

- *Goal 1:* Be an accelerator for generational wealth building opportunities in disenfranchised populations
- *Goal 2:* Be a reliable source for cannabis education and awareness raising
- *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 reform the criminal 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.



## **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 has agreed to accept donations through this program (see attached letter), and we hope to develop additional community partners willing to accept donations as we engage further in North Adams and Pittsfield.

## **3. Minimizing Negative Environmental Impact**

In addition to the restrictions set forth in our positive impact plan submitted with our cultivation application, CGP is committed to only utilizing packaging that is 100% biodegradable or recyclable.

## **4. Community Grow Workshops**

We believe in the significance of self-empowerment, and are committed to destigmatizing cannabis through education efforts throughout the state. In Holyoke and Springfield, we plan to offer the local community free opportunities to learn about growing cannabis annually. In addition to our annually hosted free grow workshop for residents ages 21 and older, we plan to partner with ROCA to create a more comprehensive growers course for their constituents. This program will also be offered annually, and we expect it will be a great way to create a hiring pipeline for our cultivation facility.

## **5. Employee Economic Empowerment Profit Sharing Program**

Our employee profit-sharing program is a wealth building opportunity that gives our 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 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 giving back 10% of our annual profits. 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 opportunities of wealth creation versus employment.

## **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

### **Environmental Impact**

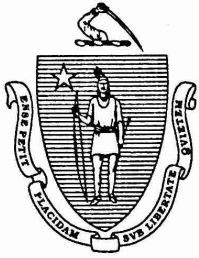
- CGP will report the installation of a Priva Solutions closed-loop water management system and Aire's state-of-the-art gPod system
- CGP will report the installation of solar panels and report on annual energy conservation
- CGP will report the installation of our waste recycling management system that renders into biodegradable systems

### **Community Grow Workshops**

- We will report on the number of residents who attend our annual grow workshop
- We will report on the number of ROCA members who complete our comprehensive growing program

**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.



William Francis Galvin  
Secretary of the  
Commonwealth

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

March 15, 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 NORTHAMPTON OPERATIONS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 11, 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



Processed By:KMT



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



COMMUNITY GROWTH PARTNERS NORTHAM  
20 LADD AVE  
NORTHAMPTON MA 01062-2628

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, COMMUNITY GROWTH PARTNERS NORTHAMPTON OPERATIONS L 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) 887-6367 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](http://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



**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: 001372822

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

**2a. Location of its principal office:**

No. and Street: 20 LADD AVE  
 City or Town: NORTHAMPTON State: MA Zip: 01062 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:  
MANUFACTURING

**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
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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 11 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 11, 2019 04:01 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*

**Operating Agreement of  
Community Growth Partners Northampton Operations LLC**

This Operating Agreement of Community Growth Partners Northampton 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 11, 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 Northampton 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 20 Ladd Avenue Northampton, MA 01060.

(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

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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;

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(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

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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

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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 11, 2019.

Signature: \_\_\_\_\_

Charlotte Hanna

Manager

Community Growth Partners Holdings LLC

**Community Growth Partners  
Northampton Operations LLC  
Cannabis Cultivation Application**

**Plan to Obtain Liability Insurance**

Community Growth Partners Northampton 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 Northampton Operations LLC**  
**Product Manufacturing Application**  
**Business Plan**

**Introduction**

Community Growth Partners is a socially aware cannabis brand with proposed retail, cultivation and product & manufacturing operations across Massachusetts. Community Growth Partners' Northampton Northampton Operations LLC's (CGP's) facility at 20 Ladd Avenue will provide a wholesale flower and manufactured product distribution operation to serve CGP's licensed dispensaries, as well as the Massachusetts wholesale market overall. The operation will work with rare genetics to produce premium cannabis flower, concentrates, edibles, and other cannabis products.

We look forward to working in Northampton, and are excited to participate in such a welcoming cannabis market. There is currently one other proposed cultivation facility in Northampton.

**Competitive Site Advantages**

After months of researching and visiting potential cultivation and manufacturing locations in Massachusetts, we selected our site at 20 Ladd in Northampton because the site fit many of our geographic and community specific requirements, as well as our building specific requirements.

Northampton is a prime location for cannabis businesses because of the local community and municipal support for the industry. There is access to a workforce in nearby communities that aligns with our business objective of social equity, such as Holyoke and Springfield. Lastly, the suitability of the building itself for the purpose of our use is in perfect alignment.

Northampton's cannabis-business-friendly government and its "As-of-Right" zoning designation for our location make our local government approval process more streamlined than other communities in the state. The town's central location in the state and proximity to major North, South, East and West Highways was an important consideration for ease of distribution across the state.

Our long-term 30-year lease secures our position in our location at a low cost basis (relative to purchasing) and allows us to amortize our capital expenses over a longer rental term. Also, by securing the building at a below market rate (\$5/square foot), our monthly carrying cost is below the rate we would be charged in interest to purchase a cannabis facility (from private debt sources available to the cannabis industry).

This site has adequate 3 phase power distributed across the building in a design consistent with our plans for growing rooms. Lastly, after considerable due diligence, we found the building to be structurally sound and without environmental issues commonly found in old mills.

**Product Manufacturing Differentiation**

Our product manufacturing facility will process cannabis flower, trim and plant material into concentrates, using state of the art extraction equipment, to be sold recreationally and wholesale.



We will source the majority of our cannabis from our in-house cultivation operation, as well as from other licensed Marijuana Establishments, specifically smaller, craft cultivators, as well as local breeders. Our concentrates will include THC in weights and dosages consistent with CCC limits, quality and testing standards, tracking and traceability, other regulatory standards, and consumer demands for safe, regulated concentrates. Our focus on high terpene varieties with unique flavor profiles and THC:CBD ratios consumers want will enable us to help create quality products that maximize our production on a per square foot basis. Our proprietary perpetual harvest system and nutrient, growing and lighting systems will enable us to produce roughly 4,000 pounds of flower per year once we are at full capacity.

Our assessment of the current product offerings in Massachusetts indicates that there are opportunities for cultivators producing a craft, small-batch, high quality product line. Most of the larger players go to similar genetic sources for their products which has resulted in an abundance of similar genetic varieties. We believe that this will lead to pricing de-escalation as a result of an over-supply of commoditized varieties. Market data research in states like CO, WA and OR indicate that while the overall flower price index falls as more suppliers come on the market the price for exotic varieties sustains itself.

Our analysis of public information about the current cultivators (from images in news articles, their own online product catalogs, and other public sources) show an immature market where even the best flower shows signs of lighting and nutrient mistakes. We seek to expand market offerings to retailers interested in selling premium cannabis product, which we have not seen otherwise in Massachusetts.

Currently, we believe that Theory Wellness presents our biggest competition in terms of their access to high quality genetics and quality growing methods. We will differentiate ourselves from Theory Wellness by sourcing strains they do not currently have and growing our own genetics in our research areas of the facility.

#### **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.

#### **Start up Costs**

- \$705,000 Buildout Cost (~3000 sq. ft of extraction and post extraction manufacturing processing)



- \$300,000 Operational costs through buildout (labor, operating expenses, escrow)
- \$70,000 Contingency (10%)

### **Capitalization**

We estimate that 50% of our projected capital expense will be for production equipment, which will be acquired entirely through leasing.

We are in the process of a capital raise that includes 100% of our lease deal and other debt vehicles. Our projection is a 65:35 debt-to-equity financing structure, with the debt coming from multiple credit facilities.

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.

### **Community Benefits**

CPG has created a comprehensive community benefits package that seeks to support Northampton and close-by towns of disproportionate impact; and has also executed a successful host community agreement in Northampton. Further outlined in the positive impact plan, host community agreement, and diversity plan, community benefits include:

- 3% of gross revenue to be paid in taxes to Northampton
- \$10,000 annual contribution to Northampton Educational Foundation
- Targeted hiring in areas of disproportionate impact Springfield and Holyoke
- 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 grow workshops to help educate residents about growing cannabis safely
- Hiring of local vendors for merchandise and services
- Employee profit sharing program

### **Target Customers**

The goal of our cultivation facility is to supply our retail location in Great Barrington, and eventually, in Boston. With extra flower, we will target other licensed recreational-use dispensaries throughout Massachusetts, who are specifically interested in procuring high quality, premium cannabis flower.

### **Marketing/Pricing**

CGP is planning a responsible, targeted and integrated marketing program to raise awareness, interest and understanding of its products and offerings amongst potential buyers. We will utilize our Great Barrington retail location and our national website to educate individuals and companies on our grow methodology and our production quality.

Pricing will ultimately depend on a variety of factors including the availability of product in an emerging market.

## **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 Sachs University 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.

**Community Growth Partners Northampton Operations LLC**  
**Product and Manufacturing Application**  
**Restricting Access to Age 21 and Older**

Community Growth Partners Northampton Operations LLC (CGP) strictly prohibits anyone under 21 years of age to be on premises or access to the facility. The Chief Operating Officer and Director of Security will enforce strict company policies for identification verification and implement protocols in our recruitment process and security plan to ensure each employee, consultant, vendor, or visitor to the facility has an acceptable form of identification before access may be granted. CGP's advertising, marketing, and labeling practices will comply with 935 CMR 500.105, including the requirements designed to ensure that individuals under 21 years of age do not use cannabis or cannabis products. Additionally, CGP's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

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 COO will conduct an age verification to ensure the applicant is 21 years of age or older and meets the criteria for a Cannabis 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 COO and informed of the disqualification. In the event that CGP discovers that any of its agents intentionally or negligently allowed a person under the age of 21 to enter its facility, the agent will be terminated and the Commission will be notified.

Access to the premises and facility will be monitored and controlled 24 hours a day, 7 days a week. Ingress and egress points shall be limited requiring all employees, consultants, visitors, and standard deliveries (UPS, FedEx, etc.) to enter through the main lobby. All doors other than the main entrance will be designated emergency egress only. The entrance to the main lobby will be a secured two-door vestibule mantrap that is constructed of Level III (NIJ Standard) ballistic glass. Employees will be required to use their company issued badge at the card reader to gain access the main lobby. All other visitors will gain access to the main lobby through an notification system that alerts security office.

Visitors will enter the main lobby where security personnel will verify and document the visitor's identification using Veridocs Identification Verification Software to validate the authenticity of the identification. All visitors must be at least 21 years of age or older to enter the facility. Security personnel will require all visitors to complete the Visitors Log before issued a temporary visitor badge. Visitors will not be permitted in the facility unless escorted by an authorized employee for the duration of the visit. Any visitor determined to be under the required age will be escorted of the premises by security immediately. 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.

# **Community Growth Partners Northampton Operations LLC**

## **Product and Manufacturing Application**

### **Maintaining of Financial Records**

Community Growth Partners Northampton Operations LLC (CGP) 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. Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

It is commonly assumed that cannabis organizations cannot access banking services in any way. However, it is not an insurmountable challenge and research surveys have concluded that upwards to 40% of cannabis businesses nationwide have access to some level of financial backing through a banking institution. One of the differentiating conditions relevant to access to banking is the size and scale of the financial institution. Interstate banks and large corporate banks are much more scrupulous in allowing bank accounts to cannabis businesses, whereas many 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 and Bay Coast Bank.

The business history of 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 book keeper will have the daily accounting responsibilities of invoicing customers for wholesale purchases, reconciling sales, recording purchases from vendors and counting cash and inventory; 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:

- An invoice for each transaction in which revenue is received including a transportation manifest signed and executed by both parties upon pick-up or delivery of product sold.
- Quarterly 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.
- Copy of all paper logs acquired during the sale or transaction of medication 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.

The point of sale (POS) selected by CGP will be integrated with QuickBooks 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. Tracking is managed the use of inventory barcodes that track wholesale product and inventory consignments in real-time.

Once a licensed cannabis establishment places an order, an invoice must be generated and sent back to the permittee. The order form, invoice, and transport manifest will all be scanned and tracked in the product sales system. Each document will be verified for accuracy and given to the transport team which will accompany the products during the delivery. Once the order is unloaded and verified, the receiving agent responsible for the order will sign the transport manifest and invoice and return to the transport team. 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.

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 book keeper 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, check, and wire transfers which will be held with a selected bank. All bank statements will be retained in hardcopy and filed by the book keeper to verify all incoming and outgoing transactions.

**Community Growth Partners Northampton Operations LLC**  
**Product Manufacturing Application**  
**Personnel Policies Including Background Checks**

Community Growth Partners Northampton Operations LLC (CGP) Chief Operations Officer will develop personnel policies that will follow standard best practices and contribute to a safe work environment. CGP will follow a detailed security 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 Marijuana Establishment Agent (MEA) 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, Cannabis Control Commission rules and regulations, as well as benefits and opportunities available to employees.

**Employee Handbook**

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, but are not limited to job description, verification of documents, training records, performance evaluations and any disciplinary actions.

**Background Check Policy**

All applicants including 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 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.

### **Human Resource Manager Responsibilities**

As the Human Resources Manager, the COO 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 Director of Compliance 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 hiring manager will review the report with the Director of Compliance. 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 related to use, possession, or distribution of drugs or intoxicating compounds;
3. A conviction for a crime involving violence;
4. A conviction for a crime involving a firearm;
5. A conviction for a crime involving theft, or business or commercial fraud; or
6. 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 COO will inform the hiring department and the individual.



# **Community Growth Partners Northampton Operations LLC**

## **Product Manufacturing Application**

### **Record Keeping Procedures**

Community Growth Partners Northampton Operations LLC (CGP) will implement record keeping procedures in each department of the facility to monitor and track all inventory and daily activities. The COO and Director of Quality Control 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.

CGP will use METRC Electronic Tracking System (ETS) to track and record all inventory data during each phase of cultivation, laboratory testing, packaging & labeling, storage, transportation, and distribution processes. METRC is a real-time inventory tracking system that is cloud-based, ensuring secure and scalable storage for redundancy.

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. To the extent GAAP would apply, all records will be kept in accordance with GAAP principles in accordance with 935 CMR 500.105(9).

#### **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 Director of Compliance and Inventory Control Manager to accurately identify:

1. The weight, quantity, and strain of concentrate.
2. The weight and quantity of each production batch of concentrate.
3. The weight and quantity of all concentrate products stored within the Vault.
4. Date and time of inventory.
5. Summary of inventory findings.
6. Names, employee ID numbers, signatures, and titles of both individuals conducting the inventory.

#### **Tracking Records**

CGP will use METRC as the seed-to-sale platform with Radio Frequency Identification Device (RFID) tags to track the location and record all actions related to cultivation, laboratory testing, packaging & labeling, storing,

disposing, transporting, sales, recalling and receiving recalls and returns of marijuana products in accordance with 935 CMR 500.105(8)(e) of the regulations.

### **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 dispensary and notify the Commission within 24 hours. If the reason for the recall poses a clinically significant risk to patients, action is taken to notify all patients and/or designated caregivers of the recall and retrieve the affected product or lot dispensed to them. All recalled products returned to the dispensary 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;
- Dispensary 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 consumer .

### **Product Manufacturing Operations Records**

The manager will monitor the extraction operations and assign daily tasks to each technician throughout the facility. Hardcopy logs are used throughout the operation to identify the assigned tasks of each technician. Hardcopy records used in extraction operations include but not limited to:

- Environmental Control Logs (temperature, humidity, CO2, lighting, and ventilation)
- Water Quality Testing Records
- Medium Quality Testing Record
- Daily Activity Logs
- Extraction Batch/ Lot Records
- Transfer Logs
- Inventory Record Logs

- Laboratory Testing Records
- Equipment Maintenance Logs
- Cleaning and Sanitation Logs
- Recalibration Logs

### **Internal Laboratory Testing Records**

The internal laboratory testing shall be conducted by the Director of Quality Control and required to maintain records for the following QA/QC laboratory activities:

1. Tracking, storage, and disposal;
2. Analysis, and documentation;
3. Standards preparation, handling, and storage;
4. Standards and chemical receiving, tracking, storage, and disposal;
5. Instrument and equipment calibration and maintenance;
6. Data collection, handling, reporting, and storage;
7. Records pertinent to the quality of analytical data reported;
8. Analyst training records;
9. Monthly and yearly safety inspections and emergency responses.

### **Waste Disposal Records**

CGP will monitor and record all disposal of extraction waste generated within the facility accordingly under 935 CMR 500.105(12) of the regulations. When marijuana 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 marijuana waste stored in the Waste Storage Room waiting for destruction
- The manner of disposal
- Final weight and quantity of marijuana waste once it has been mixed with non-marijuana waste and rendered
- Signatures and employee ID numbers of BOTH employees performing and monitoring the destruction

### **Security Records**

CGP has developed a record keeping program to document security system inspections, facility 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

### **Incident Report Records**

Within five business days, a written notice will be provided to the Commission of any incident described below, by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective actions taken, and confirmation that appropriate regulatory bodies were notified. The report should also include a detailed description of the accident including answers to the following:

- Summary of incident
- Name of individuals and/or companies involved
- Time and date incident occurred
- Injuries/property damage resulted
- Whether the Commission was notified and how long after the incident notification occurred
- List of who was notified—outside agencies and when they were notified
- List of who investigated the accident
- Photographs taken and notation filed within video archive or surveillance video
- Diagrams made
- Witnesses information and statements
- Conclusions of incident

### **Transportation Records**

The Director of Security will maintain all transportation records and documentation for at least two years after date on the document. All digital records created through the ETS will be backed up to the AWS secure cloud storage upon successful completion of each delivery. The Director of Security is responsible for filing all hard copy records with the upon completion of deliveries. The following documents and records will be available to the Commission for review upon request:

- State inspection and vehicle registration records
- Auto Insurance records
- Vehicle Inspection Logs

- GPS RouteWatch Records
- 7P Solutions Environmental Controller Logs
- Trip Plans
- Transportation Manifests
- Training Records

## **Human Resources Records**

CGP's Human Resources Department 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
- 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 and safe cultivation conditions
- All materials submitted to the Commission pursuant to 935 CMR 500.030(2).

## **Training Records**

Training material 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. CGP will provide updated plans and documents to the Commission as necessary. All material regarding the training of employees and signed attendance logs including (the date, time, location, and signature of trainer) will be maintained by Human Resources and provided to the Commission upon request.

## **Corporate Records**

Transactional data related to the sales and distribution of marijuana and marijuana products including the quantity, form, and costs will be maintained in the ETS as the main system housing all other data related to the marijuana plants to product lifecycle. All records and receipts will account for all transactions conducted by the business including but not limited to:

1. An invoice for each transaction in which revenue is received including a Transportation Manifest signed and executed by both parties upon delivery for marijuana products sold.

2. Accounts Payable and Accounts Receivable Logs.
3. Annual Financial Statements and Audit Reports.
4. Bank Statements, Reconciliations & Deposit slips including CTR (Cash Transaction Report) attached for each transaction.
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.
11. Payroll records for all wages paid to each employee including contracts for services performed and issued an IRS 1099 form.

**Community Growth Partners Northampton Operations LLC**  
**Product & Manufacturing Application**  
**Quality Control and Testing**

At Community Growth Partners, LLC (“CGP”) it is our priority to provide adult-use consumers with consistent high quality cannabis and cannabis products. Only cannabis and cannabis products that meet the quality and safety standards will be exported from our product and manufacturing facility. All batches and lots of product must be 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 Director of Quality Control will monitor all procedures used during daily operations and work closely with all department managers to identify discrepancies and nonconforming products. The Quality Control Plan will outline the cleaning and maintenance schedule of all 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 cultivated, processed, 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 product and manufacturing facility 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 facility, 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.

Utilizing inspections and testing mechanisms for cannabis plants and products as a reactive measure will validate the company's protocols and standards for quality control. The following features will be implemented throughout the facility to eliminate exposure possible contaminations:

1. A fully sealed, pathogen free environment to guard against any potential outside contaminants, and featuring a 36 high volume 1000 cfm carbon filtration air purification systems from each product and manufacturing area.
2. Locker rooms to be used by all employees for showering and changing from their outside clothes prior to entering the interior of the production facility. Employee dress code requiring company provided scrubs, shoes, nitrile gloves, and bouffant cap that will always remain in the facility for company washing and/or replacement.
3. Air showers at each entrance and exit point for air borne insect and mold spore prevention.
4. Closed loop HVAC systems with built in UV antibacterial lighting, A/C integration, industrial dehumidification, and negative ion generator for air-borne mold and spore contaminations. Each product and manufacturing, processing, and storage room will be kept under positive pressure to reduce risks of cross contamination.
5. Sanitizing foot pads to be utilized by all visitors and employees prior to entering the interior of the product and manufacturing facility and its processing area.

#### Receiving Material Controls

The Director of Quality Control will perform a visual assessment of all incoming shipments to identify damage or discrepancies. Once a visual inspection has been completed, the Director of Quality Control will use a 3M Clean-Trace Luminometer to perform ATP surface test for microbial contamination. Any indications of biological residues will require further microbiological tests before entering the facility. All incoming materials will be quarantined in a decontamination room for further inspection. The Director of Quality Control will only release production materials including 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 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 manufacture documentation and applicable regulations for all production materials, 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 production.

#### product and manufacturing Controls

The Director of Quality Control will conduct visual examinations of the cannabis plants in each production cycle and analyze random leaf samples daily using a 500x microscope. Examining the underside of plants leaves is crucial due to the shelter for breeding and food source of most common pests. The quality control measures in product and manufacturing operation will be based on the following regimen:

- Daily visual inspection of all production areas including plants for pest infestations and biological & microbial colonies (mold and mildew);



- Examination of all plant anatomy for signs of disease, including environmental conditions and nutrient imbalance caused by pH, EC, and Total Dissolved Solids (TDS);
- Inspection of the rockwool medium for indications of contamination, deterioration or infestations;
- Weekly inspection of cuttings from the flowering plants, using a high-resolution microscope;
- Weekly metered testing of nutrients and water; and
- Monthly substrate testing.

### *Sanitation, Sterilization and Calibration*

CGP will properly maintain the sanitation and sterilization of all facility spaces, surfaces, and equipment. Sanitation will be monitored by daily routines, monthly inspections, and annual audits. The Director of Quality Control will monitor facility sanitation using checklists and documentation that details actions taken to clean, repair, replace, and otherwise maintain garden equipment. Additional provisions regarding sanitation, quality control, testing practices, and worker safety standards will be detailed in company policies along with detailed environmental monitoring standard operating procedures.

The product and manufacturing equipment such as product and manufacturing containers, trays, and lights will be cleaned between each cycle plants. Nutrient delivery systems will be flushed with hydrogen peroxide and scrubbed. Employees will wear appropriate personal protective equipment (PPE) including coveralls, rubber gloves, shoe coverings, and safety glasses. Floors will be finished with a commercial epoxy that prevents seepage. All floors, walls, product and manufacturing rooms, door knobs, door jams, and work area surfaces will be subject to weekly sanitation procedures that include sweeping, vacuuming, moping, and disinfecting with environmentally safe solutions. product and manufacturing rooms will undergo regular cleaning procedures, especially after harvesting and before plant reloading, to ensure the maximum amount of surfaces be cleaned and prevent plant exposure to sanitizing solutions.

CGP will establish and follow the SOPs for cleaning and maintenance of equipment, including utensils, used in cultivating, processing, packing, or storing of a cannabis products. Equipment and utensils must be cleaned, recalibrated, maintained, and, as appropriate for cannabis products, sanitized and sterilized at appropriate intervals to prevent malfunctions or contamination that would alter the safety, identity, strength, quality, or purity of the product.

### *Packaging and Labeling Controls*

Packaged and labeled products will be examined by the Director of Quality Control during completion of operations to assure that all containers and packages in the batch have the correct label. A representative sample of units will be collected at the completion of finishing operations and will be inspect the packaging materials, labeling details, and weight/quantity of each package. Results of these examinations will be recorded on the Batch Record Log. Each packaged cannabis product will be affixed with a product label that has been approved by the Commission. Product labels will be applied at the facility to be easily readable, firmly affixed and inspected to ensure all required information is accurately listed.

### **Testing Procedures**

CGP is committed to following all testing protocols as required by the Commission to ensure that all cannabis products are clear of all possible contaminants that may be encountered during the production process. The Quality Control Manager will oversee all laboratory testing of cannabis and cannabis products and confirm that

each harvest batch lot sample meets the volume requirements needed by Commission and selected laboratory for proper testing. CGP will contract with an approved laboratory to provide compliant quality testing as described in the regulations 935 CMR 500.160 by the Commission.

Harvested plant material will be stored in the Drying Rooms for 7-10 days until it has successfully reached 8-10% moisture content and will be transferred to the Trimming Room for manicuring. Trimmers will reduce flowers into manageable sizes while removing any excess sugar leaves and stems. Trimmers will seal the trimmed cannabis in labeled food grade storage containers and notify the Trim Room Manager when each container accumulates but not exceeds 10 lbs. of plant material. The Trim Room Manager will scan the RFID tags to create a harvest lot barcode label for each storage container. Finished containers will be transferred to the Vault, scanned to verify the weight in the ETS, and placed in the “Harvested Plant Material Testing Quarantine” security cage to finalize the curing process while laboratory testing is conducted.

A representative from the selected laboratory will collect random representative samples from each 10lb. harvest lot for testing. 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 provide Storage containers will remain in isolation until a certificate of analysis is received in the ETS for each harvest lot. 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 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 ETS, the Director of Quality Control will examine the results to validate consistency within the harvest lot and transfer containers for final product packaging and labeling listing all laboratory results. Packaged products will be transferred back to the Vault and placed in the “Final Product Testing Quarantine” security cage by the Director of Quality Control.

The laboratory representative will randomly chose samples of each product quality testing to verify that products were not altered or contaminated during final product packaging. Once a certificate of analysis is received the final packaged products will be transferred from “Final Product Testing Quarantine” to “Distribution Product Inventory” security cage.

Any cannabis product that has failed laboratory testing by exceeding the required limits shall be removed by the Director of Compliance and placed within the “Investigation” security cage. The Commission will be immediately notified of any failed testing result and will follow company protocol and procedure for disposal once authorization is granted.

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.

### **Issue Investigation, Corrective Actions & 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 determining, where possible, corrective and preventive actions to correct the root cause and help prevent the issue from occurring again.

#### **Out of Specification Results**

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 cause. Root cause that is preventable will result in corrective and/or preventive actions to prevent reoccurrence of the cause.

#### **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.

### **Product Storage in Transportation**

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers. Specific details on product storage in transportation, in compliance with 935 CMR 500.105(3)(b)15 are further outlined in the transportation plan.

June 21, 2019

To Whom It May Concern:

Roca has been working in Western Massachusetts highest-risk young people since 2010. The young people Roca serves are deeply involved in the criminal justice system, and all of them are at high-risk of future reoffending and have a criminal record (typically multiple felonies). Roca has developed a unique four year intervention model that helps this group of high risk young adults stay out of harm's way and go to work. 343 high-risk young men from Springfield and Holyoke were served in FY2018, with 82% of program graduates placed in a job, 77% holding jobs for 3 months or longer, and 88% avoiding any new arrests.

Together with Community Growth Partners, we have discussed a partnership that would support the diverse hiring goals outlined in their Diversity Plan. We have identified ways to support their Expungement Relief Program and the Community Grow Program outlined in the Positive Impact Plan included in their licensing application for facilities in Northampton and Great Barrington, MA.

Many of the young people at Roca have been previously connected with offenses related to drug possession. Cannabis legalization opens a new opportunity for them, as some of their records may be expunged, as well as some employment opportunities in this emerging field. As people who were negatively affected by the criminalization of cannabis, they have lived experience that puts them at a unique position to share the impact of legalization on their lives. With the training they receive at Roca, they are also potential employees at this new industry,

We also understand that 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.



Christine Judd  
Director, Roca Springfield & Holyoke

# **Community Growth Partners Northampton Operations LLC**

## **Product Manufacturing Application**

### **Qualifications and Training**

Community Growth Partners Northampton Operations LLC (CGP) has extensive operational experience to provide the requisite training for all directors, managers, and employees. Hiring and training well-qualified and diverse employees is CGP's hiring goals with plans to hire from the local community and provide living-wage jobs with proper training, educational opportunity and benefits, including retirement plans. CGP's comprehensive Training Program not only fully prepares employees for operations but enhances their industry knowledge for further career advancement and growth with the company.

#### **Qualifications**

The Human Resources Manager will select to interview the most qualified applicants with tangible and intangible skill sets to effectively perform the duties, responsibilities and roles for the position available. CGP promotes Equal Employment Opportunity (EEO) and will develop a diverse team that includes CORI applicants to creatively build the company's success. CGP's recruiting efforts will be primarily directed at candidates with the following qualifications:

- 21 years of age or older
- Criminal background check approval
- Possess a Marijuana Establishment Agent (MEA) card from the Cannabis Control Commission
- Work history and past experience

#### **COO**

Experience in proposal development for federal government and the private sector. Experience in contracts management; Experience in dealing with government contracting officers, contract specialists and contracting officer's representatives. Experience in business development; Experience in managing professionals and administrative staff. Ability to lead, influence and inspire others; Exceptional written and oral presentation skills, and the ability to effectively convey information. Exceptional interpersonal skills.

#### **CFO**

Bachelor's degree in Accounting, Finance or comparable field (MBA is highly desirable); 8 years accounting/finance experience with increasing responsibility; 5 years supervision and management experience. Experience managing finance (accounting, budgeting, control, revenue cycle management and reporting). Experience working with information technology staff to manage finance and accounting software; Excellent communication and collaborative working skills; Demonstrated knowledge of GAAP, FASB and accounting principles. Demonstrated knowledge of accounting and spreadsheet software. Experience with complex budget development and management.

### **Director of Security**

A minimum of 5 years of related work experience with at least two years of experience supervising a security department. Exhibits leadership qualities, leads by example, and skilled to motivate staff. Performs a variety of changing duties with composure; must have valid Guard Certification Card; First aid and CPR training required.

### **Director of Quality Control**

3+ years related work experience. Specialized training in GLP; GMP. Expertise in analytical chemistry. Proficient in MS Office (Word, Excel, Outlook). Must have strong communication and organizational skills accompanied with attention to detail. Knowledge of lab supply chain as well as inventory management principles. Must have ARPIC status within one year of hire date. Fluent in spoken and written English. First aid training and other industry related training an asset.

### **Extraction Manager**

5 years of Management / extraction experience. Must have strong managerial experience and be able to work and lead a multitude of different personalities. Basic concepts about greenhouse operations, quality and productivity. Must possess the ability to multitask in a fast paced environment. Must have experience in the indoor greenhouse industry and understand the complexities and challenges of such; Ability to solve practical problems and deal with a variety of changing situations. Must have knowledge of SOPs. Capable of performing routine management and able to make equipment repair or notify proper personnel when unable to. Proficient with Google Docs and/or Microsoft Office products; Ability to plan ahead, troubleshoot, anticipate problems, and problem solve. Ability to prioritize and manage multiple tasks at a time; Specific knowledge of nutrients and plant science. Experience managing an OSHA compliance program; Skills driving continuous improvement initiatives & culture; Excellent analytical, problem solving, and superior management skills.

### **Packaging and Labeling Manager**

Experience operating a small-scale chemical, pharmaceutical or product manufacturing plant or process; Excellent organizational skills; Excellent interpersonal skills; employee supervision experience; strong writing and math skills; proficient using PCs and common applications; familiar with mechanical systems, basic science/engineering concepts, and digital/analog control systems;

### **Facilities Manager**

3 or more years of experience in facilities and maintenance supervision / management preferably in a Distribution Center of warehousing environment. Experience managing a budget strongly preferred. Automated Process Control or Material Handling Equipment maintenance experience. Understanding of and experience with HVAC systems; Previous experience using, training and enforcing Lock-out/Tag-out process, fall protection, and other required OSHA and state required safety regulations. Welding and/or fabrication experience. Extensive mechanical and electrical knowledge and troubleshooting skills.

### **Inventory Control Manager**

Experience with inventory management required. Experience in audits / inspections is an asset. Experience in GMP / regulated work environment is an asset. Strong planning and organizational skills. Strong oral and written communication skills. Strong proficiency in Microsoft Excel or similar. Ability to prioritize multiple

tasks. Fast learner who wants to work in a fast paced environment. Meticulous attention to detail. Proven problem solving ability. Must have strong communication and organizational skills. Fluent in spoken and written English. First aid and other industry related training an asset.

### **Bookkeeper**

3+ years with a public accounting firm preparing and reviewing client work papers and income tax returns. Plus bookkeeping and payroll tax experience; Certified Public Accountant or CPA Candidate; Strong tax and accounting background. Knowledge of managing projects including scheduling, budgeting, client correspondence, excellent technology, research and writing skills; 2+ years of experience with QuickBooks; Excellent verbal and written communication skills; Integrity within a professional environment.

### **Security Officer**

Lifting, surveillance and computer operating skills, Microsoft Word & Excel knowledge preferred; Deals with uncertainty, Integrity, Safety Management Skills and Reporting Skills. Must have valid Guard Certification Card; First Aid and CPR Training preferred.

### **Extraction Technician**

Light manufacturing experience; detailed record keeping skills; proficient using PCs and common office/technical applications.

### **Inventory Control Assistant**

Strong planning and organizational skills. Strong oral and written communication skills; Strong proficiency with Microsoft Excel or similar. Ability to prioritize multiple tasks. Fast learner who wants to work in a fast-paced environment. Meticulous attention to detail. Proven problem-solving ability; Must have strong communication skills and strong organizational skills accompanied with attention to detail. Fluent in spoken and written English; First aid training and other industry related training an asset.

### **Packaging Assistant**

Must be 21 years old with a valid MEA card; Basic math skills and the ability to accurately use scales and measuring devices, Good verbal and written communication skills, Ability lift up to 50 lbs., Computer skills and ability to use Office- Excel- FlowHub- METRC software.

### **Transport Delivery Driver**

One year of driving experience; 3+ years of clean driving record- MVR check will be conducted; customer service experience; ability to multitask.

### **Training**

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 Human Resources Manager 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 of the facility and all operations conducted.

The sections that will be covered in the Training Program developed by CGP will include the following: Current Massachusetts Laws and Regulations; Standard Operating Procedures (SOPs); METRC Electronic Tracking System (ETS); Cannabis Control Commission Compliance; Record Keeping and Documentation; Diversion Prevention Training; Perpetual Inventory Control Systems; Transport Manifest; OSHA Compliance; Cultivation Methodology; Environmental Control Systems; Employee Dress Code And Personal Hygiene; Good Agricultural Practices, Good Manufacturing Practices and Good Handling Practices; Limited Access Areas; Visitors; Daily Facility Evaluation; Receipt Of Material; Growing Media and Nutrients, Supplements and Growth Additives; Plant Tagging; Integrated Pest Management (IPM); Plant Diseases; Weights and Measurements and Scale Calibration; Harvesting Cannabis; Processing Operations; Inventory Reconciliation Procedure; Quality Control; Laboratory Testing; Transferring & Transporting Shipments; Product Recall; Cannabis Waste Disposal; Facility Cleaning and Sanitation; Equipment Operating; Equipment Maintenance, Cleaning and Sanitation; Emergency Protocols.

In addition to these topics, our weekslong staff training will include a health and wellness component, as well. We believe that it is important to not only educate our staff, but to do so in such a manner that models the compliant yet compassionate culture we've discussed. Given that health and wellness is a large part of our brand, we will cultivate this in our staff and employees by providing them health and wellness related offerings. Similarly 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 spend working 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.

### **Responsible Vendor Training**

CGP will ensure that all marijuana establishment agents complete at least eight hours of 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.

# **Community Growth Partners Northampton Operations LLC**

## **Product & Manufacturing Application**

### **Diversity & Inclusion Plan**

#### **Introduction**

Community Growth Partners LLC (“CGP”) is a cannabis company founded in research and a well-defined goal of diversity in ownership, management, employment and contracting. 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:* Establishing a diverse ownership and management team that exceeds 75% Disenfranchised Population make-up and accounts for at least 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 & Executive Management***

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 previously mentioned prospective team members have requested to not be listed on this application for privacy reasons.)

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 attend, at a minimum, one job fair throughout the Western MA 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 ROCA to help with hiring. For example, we will collaborate with ROCA to help us create our training programs (which it currently does for other local organizations), and to create a hiring pipeline (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.