



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281624
Original Issued Date: 06/19/2020
Issued Date: 06/19/2020
Expiration Date: 06/19/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Life Essence, Inc.

Phone Number: 617-832-1158
Email Address: eric.powers@trulieve.com

Business Address 1: 56 Canal Street
Business City: Holyoke
Business State: MA
Business Zip Code: 01040
Business Address 2:
Mailing Address 1: 3494 Martin Hurst Road
Mailing City: Tallahassee
Mailing State: FL
Mailing Zip Code: 32312
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD: Life Essence, Inc.
Department of Public Health RMD Registration Number: 1365
Operational and Registration Status: Obtained Provisional Certificate of Registration only
To your knowledge, is the existing RMD certificate of registration in good standing?: yes
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 15.41
Percentage Of Control: 50
Role: Other (specify) Other Role: CEO/President of Applicant; Director of Applicant; Director of Parent Company; CEO of

Parent Company; Owner of 15.41% indirect interest in Applicant because of ownership of fully diluted voting shares of Parent.

First Name: Kimberly Last Name: Rivers Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 50

Role: Other (specify) Other Role: Secretary of Applicant; Director of Applicant, General Counsel of Parent Company

First Name: Raymond Last Name: Powers Suffix: III

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: American Indian or Alaska Native

Specify Race or Ethnicity: Native American

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control:
13.59

Role: Other (specify) Other Role: Director of Parent; Owner of 13.59% indirect interest in Applicant because of ownership of fully diluted voting shares of Parent.

First Name: Thad Last Name: Beshears Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 100

Entity Legal Name: Trulieve Cannabis Corporation Entity DBA: DBA
City:

Entity Description: Corporation chartered in British Columbia and Traded Publicly on the Canadian Securities Exchange (CSE).

Foreign Subsidiary Narrative: Corporation chartered in British Columbia and Traded Publicly on the Canadian Securities Exchange (CSE).

Entity Phone: 844-878-5438 Entity Email: eric.powers@trulieve.com Entity Website: trulieve.com

Entity Address 1: 3494 Martin Hurst Road Entity Address 2:

Entity City: Tallahassee Entity State: FL Entity Zip Code: 32312

Entity Mailing Address 1: 3494 Martin Hurst Road Entity Mailing Address 2:

Entity Mailing City: Tallahassee Entity Mailing State: FL Entity Mailing Zip Code:
32312

Relationship Description: Trulieve Cannabis Corp. is a Canadian corporation chartered in British Columbia and traded publicly on the Canadian Securities Exchange (CSE) under the ticker symbol TRUL. The Applicant, Life Essence, Inc., is a 100% wholly owned direct subsidiary of Trulieve Cannabis Corp. Ownership percentages reflected in this application are determined based on ownership of the fully diluted voting shares of Trulieve Cannabis Corp. Common shares are traded publicly on the CSE. References to the "Applicant" in this application are to Life Essence, Inc. References to the "Parent" in this application are to Trulieve Cannabis Corp. Trulieve Cannabis Corp. also wholly owns Trulieve, Inc., a Florida corporation that operates more than 40 medical marijuana dispensaries in the state of Florida; wholly owns The Healing Corner, Inc., which operates one (1) licensed medical marijuana dispensary in the state

of Connecticut; and is an 99% owner of Leef Industries, Inc., which operates one (1) adult use retail location in the state of California.

Entity with Direct or Indirect Authority 2

Percentage of Control: Percentage of Ownership: 12.34

Entity Legal Name: Telogia Pharm LLC

Entity DBA:

DBA
City:

Entity Description: Limited Liability Company. No individual or entity owns more than 10% of the direct or indirect interest in Life Essence, Inc.

Foreign Subsidiary Narrative:

Entity Phone: 850-875-2199

Entity Email: george@hackneynursery.com

Entity Website:

Entity Address 1: 1020 Dogwood Drive

Entity Address 2:

Entity City: Quincy

Entity State: FL

Entity Zip Code: 32344

Entity Mailing Address 1: 1020 Dogwood Drive

Entity Mailing Address 2:

Entity Mailing City: Quincy

Entity Mailing State: FL

Entity Mailing Zip Code:
32344

Relationship Description: Telogia Pharm LLC owns 12.34% of the fully diluted voting shares of Parent, Trulieve Cannabis Corp. Applicant, Life Essence, Inc., is a 100% wholly owned subsidiary of Parent. No individual or entity owns 10% or more of the direct or indirect interest in Applicant, Life Essence, Inc., by virtue of ownership in Telogia Pharm LLC.

Entity with Direct or Indirect Authority 3

Percentage of Control: Percentage of Ownership: 11.79

Entity Legal Name: Kopus LLC

Entity DBA:

DBA
City:

Entity Description: Limited Liability Company. No individual or entity owns more than 10% of the direct or indirect interest in Life Essence, Inc.

Foreign Subsidiary Narrative:

Entity Phone: 844-878-5438

Entity Email: jasonpernell@hotmail.com

Entity Website:

Entity Address 1: 1044 Summerbrooke Drive

Entity Address 2:

Entity City: Tallahassee

Entity State: FL

Entity Zip Code: 32312

Entity Mailing Address 1: 1044 Summerbrooke Drive

Entity Mailing Address 2:

Entity Mailing City: Tallahassee

Entity Mailing State: FL

Entity Mailing Zip Code:
32312

Relationship Description: Kopus LLC owns 11.79% of the fully diluted voting shares of Parent, Trulieve Cannabis Corp. Applicant, Life Essence, Inc., is a 100% wholly owned subsidiary of Parent. No individual or entity owns 10% or more of the direct or indirect interest in Applicant, Life Essence, Inc., by virtue of ownership in Kopus LLC.

Entity with Direct or Indirect Authority 4

Percentage of Control: Percentage of Ownership: 12.69

Entity Legal Name: Shade Leaf Holdings LLC

Entity DBA:

DBA
City:

Entity Description: Limited Liability Company. No individual or entity owns more than 10% of the direct or indirect interest in Life Essence, Inc.

Foreign Subsidiary Narrative:

Entity Phone: 229-378-4568

Entity Email: williamj@richterandco.com

Entity Website:

Entity Address 1: 178 May Nursery Road

Entity Address 2:

Entity City: Havana

Entity State: FL

Entity Zip Code: 32333

Entity Mailing Address 1: 178 May Nursery Road

Entity Mailing Address 2:

Entity Mailing City: Havana	Entity Mailing State: FL	Entity Mailing Zip Code: 32333
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Relationship Description: Shade Leaf Holdings LLC owns 12.69% of the fully diluted voting shares of Parent, Trulieve Cannabis Corp. Applicant, Life Essence, Inc., is a 100% wholly owned subsidiary of Parent. No individual or entity owns 10% or more of the direct or indirect interest in Applicant, Life Essence, Inc., by virtue of ownership in Shade Leaf Holdings LLC.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: George	Last Name: Hackney	Suffix: Sr.
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Trulieve Cannabis Corp., Parent of Applicant.		

Close Associates or Member 2

First Name: Michael	Last Name: O'Donnell	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Trulieve Cannabis Corp., Parent of Applicant.		

Close Associates or Member 3

First Name: Richard	Last Name: May	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Trulieve Cannabis Corp., Parent of Applicant.		

Close Associates or Member 4

First Name: Kyle	Last Name: Landrum	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Cultivation.		

Close Associates or Member 5

First Name: Peter	Last Name: Healy	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Trulieve Cannabis Corp., Parent of Applicant.		

Close Associates or Member 6

First Name: Timothy	Last Name: Morey	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Retail for Trulieve Cannabis Corp., Parent of Applicant.		

Close Associates or Member 7

First Name: Thomas	Last Name: Millner	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Trulieve Cannabis Corp., Parent of Applicant.		

Close Associates or Member 8

First Name: Susan	Last Name: Thronson	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Trulieve Cannabis Corp., Parent of Applicant.		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Trulieve, Inc.		Entity DBA:	
Email: eric.powers@trulieve.com	Phone: 844-878-5438		
Address 1: 3494 Martin Hurst Road		Address 2:	
City: Tallahassee	State: FL	Zip Code: 32312	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$1000000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Trulieve Cannabis Corp.		Owner Last Name:	
		Owner Suffix:	
Entity Legal Name: Trulieve, LLC		Entity DBA:	
Entity Description: Medical Marijuana Dispensary			
Entity Phone: 844-878-5438		Entity Email:	
		eric.powers@trulieve.com	
Entity Address 1: 6749 BEN BOSTIC ROAD		Entity Address 2:	
Entity City: Quincy	Entity State: FL	Entity Zip Code: 32351	Entity Country: USA
Entity Mailing Address 1: 6749 BEN BOSTIC ROAD		Entity Mailing Address 2:	
Entity Mailing City: Quincy	Entity Mailing State: FL	Entity Mailing Zip Code: 32351	Entity Mailing Country: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Trulieve Cannabis Corp.		Owner Last Name:	
		Owner Suffix:	
Entity Legal Name: Leef Industries LLC		Entity DBA:	
Entity Description: Adult-Use Dispensary			
Entity Phone: 760-832-9222		Entity Email:	
		support@leefindustries.com	
Entity Address 1: 3700 VISTA CHINO		Entity Address 2:	
Entity City: PALM SPRINGS	Entity State: CA	Entity Zip Code: 92262	Entity Country: USA
Entity Mailing Address 1: 3700 VISTA CHINO		Entity Mailing Address 2:	
Entity Mailing City: PALM SPRINGS	Entity Mailing State: CA	Entity Mailing Zip Code: 92262	Entity Mailing Country: USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Trulieve Cannabis Corp.		Owner Last Name:	
		Owner Suffix:	
Entity Legal Name: The Healing Corner, Inc.		Entity DBA: D&B Wellness, LLC	
Entity Description: Medical Marijuana Dispensary			
Entity Phone: 860-583-4325		Entity Email:	
		hope@thehealingcorner.com	
Entity Address 1: 159 East Main Street		Entity Address 2:	
Entity City: Bristol	Entity State: CT	Entity Zip Code: 06010	Entity Country: USA

Entity Mailing Address 1: 159 East Main Street

Entity Mailing Address 2:

Entity Mailing City: Bristol

Entity Mailing State: CT

Entity Mailing Zip Code:

06010

Entity Mailing Country:

USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 56 Canal Street

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 100000

How many abutters does this property have?: 10

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
Certification of Host Community Agreement	Life Essence HCA Certificate.PDF	pdf	5d0d1f6c41a4321320f29d9c	06/21/2019
Certification of Host Community Agreement	RFI Revised - Signed_Statement_Regarding Virginia Hines.pdf	pdf	5e6bd7ba2b97cf38fa3718b8	03/13/2020
Community Outreach Meeting Documentation	RFI Revised - Host Community Meeting Certificate and Attachments.pdf	pdf	5e6bd7cf554b033566ccc56c	03/13/2020
Plan to Remain Compliant with Local Zoning	RFI (2) Revised - Trulieve Plan to Remain Compliant with Local Zoning.pdf	pdf	5e851007554b033566cd03a6	04/01/2020

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
Plan for Positive Impact	RFI (2) Revised (Holyoke) - Trulieve Plan_to_Positively_Impact_Areas_of_Disproportiona....pdf	pdf	5e85102e2eba6d38ef164edd	04/01/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) Other Role: CEO/President of Applicant; Director of Applicant; Director of Parent Company; CEO of Parent Company; Owner of 15.41% indirect interest in Applicant because of ownership of fully diluted voting shares of Parent.

First Name:

Last Name: Rivers

Suffix:

Kimberly

RMD Association:

RMD Owner

Background Question: no

Individual Background Information 2

Role: Other (specify) **Other Role:** Director of Trulieve Cannabis Corp., direct parent of Applicant.

First Name: Richard **Last Name:** May **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 3

Role: Other (specify) **Other Role:** CFO/Treasurer of Applicant; CFO of Parent Company

First Name: Thad **Last Name:** Beshears **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 4

Role: Employee **Other Role:** Secretary of Applicant; Director of Applicant, General Counsel of Parent Company

First Name: Raymond **Last Name:** Powers **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 5

Role: Other (specify) **Other Role:** Director of Trulieve Cannabis Corp., direct parent of Applicant.

First Name: George **Last Name:** Hackney **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 6

Role: Other (specify) **Other Role:** Director of Cultivation.

First Name: Kyle **Last Name:** Landrum **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 7

Role: Other (specify) **Other Role:** Director of Trulieve Cannabis Corp., direct parent of Applicant

First Name: Michael **Last Name:** O'Donnell **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 8

Role: Other (specify) **Other Role:** Director of Trulieve Cannabis Corp., direct parent of Applicant

First Name: Peter **Last Name:** Healy **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 9

Role: Other (specify) **Other Role:** Director of Retail for Trulieve Cannabis Corp., Parent of Applicant
First Name: Timothy **Last Name:** Morey **Suffix:**
RMD Association: RMD Staff
Background Question: no

Individual Background Information 10

Role: Other (specify) **Other Role:** Director of Trulieve Cannabis Corp., direct parent of Applicant
First Name: Thomas **Last Name:** Millner **Suffix:**
RMD Association: RMD Staff
Background Question: no

Individual Background Information 11

Role: Other (specify) **Other Role:** Director of Trulieve Cannabis Corp., direct parent of Applicant
First Name: Susan **Last Name:** Thronson **Suffix:**
RMD Association: RMD Staff
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**
Entity Legal Name: Trulieve Cannabis Corporation **Entity DBA:**
Entity Description: Corporation Chartered in British Columbia and Traded Publicly on the Canadian Securities Exchange (CSE)
Phone: 850-480-7955 **Email:** eric.powers@trulieve.com
Primary Business Address 1: 3494 Martin Hurst Road **Primary Business Address 2:**
Primary Business City: Tallahassee **Primary Business State:** FL **Principal Business Zip Code:** 32312

Additional Information: Trulieve Cannabis Corp. is a Canadian corporation chartered in British Columbia and traded publicly on the Canadian Securities Exchange (CSE) under the ticker symbol TRUL. The Applicant, Life Essence, Inc., is a 100% wholly owned direct subsidiary of Trulieve Cannabis Corp. Ownership percentages reflected in this application are determined based on ownership of the fully diluted voting shares of Trulieve Cannabis Corp. Common shares are traded publicly on the CSE. References to the "Applicant" in this application are to Life Essence, Inc. References to the "Parent" in this application are to Trulieve Cannabis Corp. Trulieve Cannabis Corp. also wholly owns Trulieve, Inc., a Florida corporation that operates more than 40 medical marijuana dispensaries in the state of Florida; wholly owns The Healing Corner, Inc., which operates one (1) licensed medical marijuana dispensary in the state of Connecticut; and is an 99% owner of Leef Industries, Inc., which operates one (1) adult use retail location in the state of California.

Entity Background Check Information 2

Role: Other (specify) **Other Role:** 12.34% Owner of Parent Company
Entity Legal Name: Telogia Pharm LLC **Entity DBA:**
Entity Description: Limited Liability Company. No individual owns more than 10% of the direct or indirect interest in Life Essence, Inc.
Phone: 850-875-2199 **Email:** george@hackneynursery.com
Primary Business Address 1: 1020 Dogwood Drive **Primary Business Address 2:**
Primary Business City: Quincy **Primary Business State:** FL **Principal Business Zip Code:** 32344

Additional Information: Telogia Pharm LLC owns 12.34% of the fully diluted voting shares of Parent, Trulieve Cannabis Corp. Applicant, Life Essence, Inc., is a 100% wholly owned subsidiary of Parent. No individual or entity owns 10% or more of the direct or indirect interest in Applicant, Life Essence, Inc., by virtue of ownership in Telogia Pharm LLC.

Entity Background Check Information 3

Role: Other (specify)

Other Role: 11.79% Owner of Parent Company

Entity Legal Name: Kopus LLC

Entity DBA:

Entity Description: Limited Liability Company. No individual or entity owns more than 10% of the direct or indirect interest of Life Essence, Inc.

Phone: 844-878-5438

Email: jasonpernell@hotmail.com

Primary Business Address 1: 1044 Summerbrooke Drive

Primary Business Address 2:

Primary Business City: Tallahassee

Primary Business State: FL

Principal Business Zip

Code: 32312

Additional Information: Kopus LLC owns 11.79% of the fully diluted voting shares of Parent, Trulieve Cannabis Corp. Applicant, Life Essence, Inc., is a 100% wholly owned subsidiary of Parent. No individual or entity owns 10% or more of the direct or indirect interest in Applicant, Life Essence, Inc., by virtue of ownership in Kopus LLC.

Entity Background Check Information 4

Role: Other (specify)

Other Role: 12.69% Owner of Parent Company

Entity Legal Name: Shade Leaf Holdings LLC

Entity DBA:

Entity Description: Limited Liability Company. No individual or entity owns more than 10% of the direct or indirect interest in Life Essence, Inc.

Phone: 229-378-4568

Email: williamj@richterandco.com

Primary Business Address 1: 178 May Nursery Road

Primary Business Address 2:

Primary Business City: Havana

Primary Business State: FL

Principal Business Zip

Code: 32333

Additional Information: Shade Leaf Holdings LLC owns 12.69% of the fully diluted voting shares of Parent, Trulieve Cannabis Corp. Applicant, Life Essence, Inc., is a 100% wholly owned subsidiary of Parent. No individual or entity owns 10% or more of the direct or indirect interest in Applicant, Life Essence, Inc., by virtue of ownership in Shade Leaf Holdings LLC.

Entity Background Check Information 5

Role: Other (specify)

Other Role: Wholly-owned subsidiary of applicant's parent company Trulieve Cannabis Corp.

Entity Legal Name: Trulieve, Inc.

Entity DBA:

Entity Description: Wholly-owned subsidiary of applicant's parent company Trulieve Cannabis Corp.

Phone: 850-480-7955

Email: eric.powers@trulieve.com

Primary Business Address 1: 3494 Martin Hurst Road

Primary Business Address 2:

Primary Business City: Tallahassee

Primary Business State: FL

Principal Business Zip

Code: 32312

Additional Information: Wholly-owned subsidiary of applicant's parent company Trulieve Cannabis Corp.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Life Essence Articles of Conversion.pdf	pdf	5d0ce6f664ca8317f4fcc9a	06/21/2019
Bylaws	Life Essence - Bylaws (for profit MA corp).pdf	pdf	5d0ce6fe50e7af1803c20d8c	06/21/2019
Department of Revenue - Certificate of Good standing	DOR Cert, Life Essence.pdf	pdf	5d0ce70569291617ba8619ef	06/21/2019
Secretary of Commonwealth -	RFI Revised - MA SOC Certificate of	pdf	5e6bdc13b7c619391b8b54d0	03/13/2020

Certificate of Good Standing	Good Standing.pdf			
Secretary of Commonwealth - Certificate of Good Standing	RFI Revised - Secretary of the Commonwealth Summary Page.pdf	pdf	5e6bdc1a9a385038d9d8658c	03/13/2020
Secretary of Commonwealth - Certificate of Good Standing	RFI Revised - MA UA Cert of Compliance 01.22.20.pdf	pdf	5e6bdc1f5f1da0353e2aec89	03/13/2020

No documents uploaded

Massachusetts Business Identification Number: 001353830

Doing-Business-As Name: Trulieve

DBA Registration City: Holyoke

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Trulieve Massachusetts Processing Business Plan_.pdf	pdf	5d0ce727fe6a8617e20901be	06/21/2019
Plan for Liability Insurance	Trulieve Plan for Obtaining Liability Insurance.pdf	pdf	5d0ce73b624ce5135e927aa6	06/21/2019
Proposed Timeline	Revised Trulieve Timeline to Commence Operations (Holyoke).pdf	pdf	5df26ebf38abaf57497a8e8e	12/12/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	Trulieve Samples of Marks for Branding.pdf	pdf	5d0cf30313edb917cc1febd1	06/21/2019
Prevention of diversion	Trulieve Prevention of Diversion Plan.pdf	pdf	5d0cf34633099617d7946938	06/21/2019
Storage of marijuana	Trulieve Storage Plan.pdf	pdf	5d0cf37650e7af1803c20db8	06/21/2019
Qualifications and training	Trulieve Employee Qualifications and Training Plan.pdf	pdf	5d0cf3eec70e2b132b316b79	06/21/2019
Transportation of marijuana	Revised Trulieve Transportation of Marijuana Plan (Holyoke).pdf	pdf	5df268f938abaf57497a8e5f	12/12/2019
Maintaining of financial records	Revised Trulieve_Maintaining_of_Financial_Records (Holyoke).pdf	pdf	5df2690dfab70557127edb49	12/12/2019
Dispensing procedures	RFI Revised - Trulieve Dispensing Procedures (Holyoke).pdf	pdf	5e6bdc51172cbc3545971931	03/13/2020
Inventory procedures	RFI Revised - Trulieve Inventory Procedures (Holyoke).pdf	pdf	5e6bdc61b3c49635509e682e	03/13/2020
Personnel policies including background checks	RFI Revised - Trulieve Personnel_Policies_Including_Background_Checks (Holyoke).pdf	pdf	5e6bdc71554b033566ccc58f	03/13/2020

Restricting Access to age 21 and older	RFI Revised - Trulieve Plan for Restricting Access to Age 21 and Older (Holyoke).pdf	pdf	5e6bdc7e482e703583b77264	03/13/2020
Method used to produce products	RFI Revised - Trulieve Product Manufacturing Procedures final (Holyoke).pdf	pdf	5e6bdc99b3c49635509e6832	03/13/2020
Types of products Manufactured.	RFI Revised - Trulieve Products to be Manufactured (Holyoke).pdf	pdf	5e6bdc9f81ed8a355b8d452d	03/13/2020
Quality control and testing	RFI Revised - Trulieve Quality Control and Testing Procedures (Holyoke).pdf	pdf	5e6bdcb42b97cf38fa3718e3	03/13/2020
Security plan	RFI Revised - Trulieve Security Plan (Holyoke).pdf	pdf	5e6bdcc2b7c619391b8b54d6	03/13/2020
Record Keeping procedures	RFI Revised - Trulieve_Record_Keeping_Procedures (Holyoke).pdf	pdf	5e6bdcf51cdd2e3910a4eaae	03/13/2020
Diversity plan	RFI (2) Revised - Trulieve_Diversity_Plan (Holyoke).pdf	pdf	5e8510eb554b033566cd03aa	04/01/2020

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: 8:00 AM **Monday To:** 11:00 PM

Tuesday From: 8:00 AM **Tuesday To:** 11:00 PM

Wednesday From: 8:00 AM **Wednesday To:** 11:00 PM

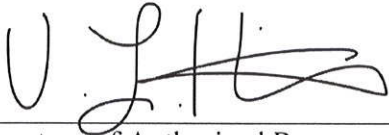
Thursday From: 8:00 AM	Thursday To: 11:00 PM
Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 8:00 AM	Sunday To: 11:00 PM

Host Community Agreement Certification Form

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

Applicant

I, Virginia L. Hines, (*insert name*) certify as an authorized representative of Life Essence, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with The City of Holyoke (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 12/14/18 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Alex Morse, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (*insert name of host community*) to certify that the applicant and Holyoke (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 12-14-18 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

**HOST COMMUNITY AGREEMENT
ADULT USE MARIJUANA ESTABLISHMENT
LICENSE CLASS:**

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties, by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and Life Essence, Inc. whose principal office is located at 56 Canal Street, Holyoke, MA 01040 (the "OPERATOR").

WHEREAS, the OPERATOR proposes to locate an Adult Use Marijuana Establishment and Registered Marijuana Dispensary (collectively, the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

WHEREAS, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

WHEREAS, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

NOW, THEREFORE, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more RMD and/or Adult Use Marijuana Establishments in the CITY, then the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:

- The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:
 - Three percent (**3%**) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement;
 - Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of, medical marijuana.
 - The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.
 - The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & .105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").
 - Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.
 - In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.
3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.
4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be paid either directly by the OPERATOR or

by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.

5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full, fair market value, then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.
6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.
7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with CareerPoint, Holyoke Works, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level; (2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.
8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.

9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.
10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party which shall not be unreasonably withheld conditioned or delayed. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR and/or the successors, assigns, and legal representatives of the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations, unless otherwise required under the laws of the Commonwealth.
11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.
12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment and/or RMD within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the operator of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations. Upon the mutual-agreement of the CITY and the OPERATOR, this Agreement may be terminated at any time.
13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such

notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.
15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
16. **Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
17. **Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.
18. **Term.** Except as may otherwise be provided herein, this Agreement shall be in effect for a period of FIVE (5) YEARS from the Effective Date (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or affect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be prorated based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.
19. **Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.
20. **License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to

provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

XII. OPERATOR INFORMATION

1. The Provider or vendor's Name: Life Essence, Inc.
2. Contact Person: Jesse H. Alderman, Esq.
3. Telephone: 617-832-1158
4. E-mail: jalderman@foleyhoag.com

IN WITNESS WHEREOF, the CITY OF HOLYOKE and Life Essence, Inc., have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

Life Essence, Inc.:


Printed Name: Kim Rivers

Signature: 

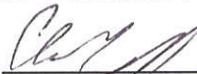
Title: CEO

Date signed: 12/14/18

CITY OF HOLYOKE:

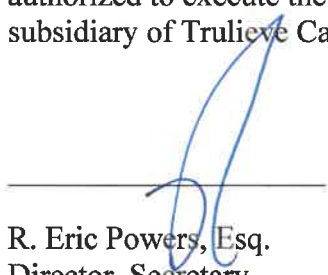

Alex B. Morse, Mayor
Date signed: 12-14-18

APPROVED AS TO FORM:


Acting City Solicitor
Date signed: December 14, 2018

Statement of R. Eric Powers, Esq.

The Host Community Agreement Certification Form signed by Alex Morse in his capacity as Mayor of the City of Holyoke on December 14, 2018 was countersigned on behalf of Life Essence, Inc. by Virginia L. Hines, Esq. At the time of signature, Attorney Hines was corporate counsel to Life Essence, Inc.'s Parent Company, Trulieve Cannabis Corp., and authorized to execute the Certification Form on behalf of Life Essence, Inc., a wholly owned subsidiary of Trulieve Cannabis Corp.



R. Eric Powers, Esq.
Director, Secretary
Life Essence, Inc.

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, Eric Powers, (insert name) attest as an authorized representative of Life Essence, Inc. (insert name of applicant) 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 April 22, 2019 (insert date).
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 April 13, 2019 (insert date), 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 April 11, 2019 (insert date) 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 April 10, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

ATTACHMENT A

DAILY AND SUNDAY

The Republican.

AFFIDAVIT

I, Kathy Portier, *Kathy Portier*, hereby certify that the advertisement as detailed below appeared in all editions of The Republican.

On April 13, 2019 a Legal Notice regarding a Community Outreach Meeting for a proposed marijuana Establishment scheduled for April 22, 2019 at 6pm at The Kelly School, 216 West Street, Holyoke, MA 01040, applicant: Life Essence, Inc. appeared in print on Page B5, 6th column.

Submitted by: Jesse H. Alderman/Foley Hoag LLP, Seaport World Trade Center West, 155 Seaport Boulevard, Boston, MA 02210-2600

COMMONWEALTH OF MASSACHUSETTS

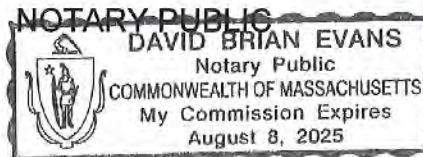
COUNTY OF HAMPDEN

On Date

2/5/2020

Springfield, MA, Kathy Portier personally appeared before me,
WHO MADE OATH THAT THE FOREGOING IS A TRUE AND CORRECT STATEMENT

David B Evans



Attachment B

NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for April 22, 2019 at 6:00 PM at The Kelly School, 216 West Street, Holyoke, MA 01040. The applicant is Life Essence, Inc. The proposed marijuana cultivator and marijuana product manufacturer is anticipated to be located at 56 Canal Street, 7 North Bridge Street, Holyoke, MA 01040. There will be an opportunity for the public to ask questions.

CITY OF HOLYOKE
CITY CLERK'S OFFICE

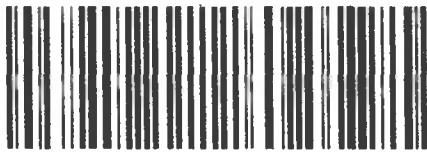
2019 APR 11 A 10:25

RECEIVED

Attachment C

NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for April 22, 2019 at 6:00 PM at The Kelly School, 216 West Street, Holyoke, MA 01040. The applicant is Life Essence, Inc. The proposed marijuana cultivator and marijuana product manufacturer is anticipated to be located at 56 Canal Street, 7 North Bridge Street, Holyoke, MA 01040. There will be an opportunity for the public to ask questions.



7013 2630 0001 7656 5244
7013 2630 0001 7656 5244

Attachment C

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To: **58 Freeman Terrace**
Street, Apt. No., or PO Box No. **Springfield, MA 01104**
City, State, ZIP+4

Postmark Here

PS Form 3800, August 2005 See Reverse for Instructions

58 Freeman Terrace
Springfield, MA 01104

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1

58 Freeman Terrace
Springfield, MA 01104



9590 9402 3961 8060 8536 74

2. Article Number (Transfer from service label)

7013 2630 0001 7656 5244

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

ed Delivery



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CERTIFIED MAIL™



7013 2630 0001 7656 5152
7013 2630 0001 7656 5152

Attachment C

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage)	
For delivery information visit our website at www.usps.com	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To: [Redacted]	
Street, Apt. No., or PO Box No. 19 Labrie Lane	
City, State, ZIP+4 Holyoke, MA 01040	
PS Form 3800, August 2005	
See Reverse for Instructions	

19 Labrie Lane
Holyoke, MA 01040

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1

19 Labrie Lane
Holyoke, MA 01040



9590 9402 3961 8060 8536 81

2. Article Number (Transfer from service label)

7013 2630 0001 7656 5152

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery



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7017 2620 0000 0738 3275

7017 2620 0000 0738 3275

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$53

Sent to
Street and Apt. No., or PO
City, State, ZIP+4®
3 Glen Street
Holyoke, MA 01040

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse

3 Glen Street
Holyoke, MA 01040

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

3 Glen Street
Holyoke, MA 01040



9590 9402 3961 8060 8536 98

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3275

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |

Domestic Return Receipt



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Attachment C

7017 2620 0000 0738 3268
7017 2620 0000 0738 3268

**U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	\$
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	31
Street and Apt. No., or P.O. City, State, ZIP+4®	DEVELOPMENT CORP. 70 Lyman St., Holyoke, MA 0

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Rev. 1/15

70 Lyman St.
Holyoke, MA 01040

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

70 Lyman St.
Holyoke, MA 01040



9590 9402 3961 8060 8537 04

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3268

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery



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CERTIFIED MAIL



Attachment C

7017 2620 0000 0738 3251

7017 2620 0000 0738 3251

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Sent To \$ _____

Street and Apt. No., or PO Box _____

City, State, ZIP+4® _____

288 Fox Hill Rd
Needham, MA 02492-2754

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse

288 Fox Hill Rd
Needham, MA 02492-2754

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1

288 Fox Hill Rd
Needham, MA 02492-2754



9590 9402 3961 8060 8537 11

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3251

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery



FOLEY
HOAG LLP



7017 2620 0000 0738 3244

7017 2620 0000 0738 3244

Attachment C

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Official Mail

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$ **35.00**

Sent To **[Redacted]**

Street and Apt. No. **TRUST c/o Greg/Chris Desrosiers**

City, State, ZIP+4® **58 Canal St., Holyoke, MA 01040**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse

58 Canal St.
Holyoke, MA 01040

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1

58 Canal St.
Holyoke, MA 01040



9590 9402 3961 8060 8537 28

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3244

COMPLETE THIS SECTION ON DELIVERY

A. Signature

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☐ Addressee

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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |



FOLEY
HOAG



Attachment C

7017 2620 0000 0738 3237

7017 2620 0000 0738 3237

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com	
Certified Mail Fee \$ _____ <input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	Postage \$ _____ Total Postage and Fees \$ _____ Sent To _____ Street and Apt. No. 56 N. Canal St. City, State, ZIP+4® Holyoke, MA 01040

PS Form 3811, July 2015 PSN 7530-02-000-9053 See F

56 N. Canal St.
Holyoke, MA 01040

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

56 N. Canal St.
Holyoke, MA 01040



9590 9402 3961 8060 8537 35

2 Article Number (Transfer from service label)

7017 2620 0000 0738 3237

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery



Attachment C

7017 2620 0000 0738 3220
7017 2620 0000 0738 3220

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
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For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$ 0.00
☐ Certified Mail Restricted Delivery \$ 0.00
☐ Adult Signature Required \$ 0.00
☐ Adult Signature Restricted Delivery \$ 0.00

Postage
\$ 35.83

Total Postage and Fees
\$ 39.33

Sent To
PAUL W. GARVULENSKI
77 Pine Street
S. Hadley, MA 01075
City, State, Zip+4®

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

77 Pine Street
S. Hadley, MA 01075

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

77 Pine Street
S. Hadley, MA 01075



9590 9402 3961 8060 8537 42

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3220

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt



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HOAG LLP

CERTIFIED MAIL



Attachment C

7017 2620 0000 0738 3213

7017 2620 0000 0738 3213

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
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For delivery information, visit our website at www.usps.com

Sent To [Redacted]
Street and Apt. No., P.O. Box, or Rural Route No. 54 NO. CANAL ST.
City, State, ZIP+4® HOLYOKE, MA 01040

Postage \$ 3.50
Total Postage and Fees \$ 3.50

Extra Services & Fees (Check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

PS Form 3800, A, Jul 2015 PSN 7530-02-000-9053 See Reverse

54 NO. CANAL ST.
HOLYOKE, MA 01040

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1

54 NO. CANAL ST.
HOLYOKE, MA 01040



9590 9402 3961 8060 8537 59

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3213

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |



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Attachment C

7017 2620 0000 0738 3206

7017 2620 0000 0738 3206

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at usps.com	
Certified Mail Fee Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <input type="checkbox"/> Return Receipt (electronic) \$ <input type="checkbox"/> Certified Mail Restricted Delivery \$ <input type="checkbox"/> Adult Signature Required \$ <input type="checkbox"/> Adult Signature Restricted Delivery \$	Postage Total Postage and Fees \$ Sent to \$ Street and Apt. No. \$ City, State, ZIP+4 [®] \$
PS Form 3800, April 2015 PSN 7530-02-000-9047	

70 Suffolk St.
Holyoke, MA 01040

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

70 Suffolk St.
Holyoke, MA 01040



9590 9402 3961 8060 8537 66

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3206

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|---|--|
| <input type="checkbox"/> Adult Signature
<input type="checkbox"/> Adult Signature Restricted Delivery
<input checked="" type="checkbox"/> Certified Mail [®]
<input type="checkbox"/> Certified Mail Restricted Delivery
<input type="checkbox"/> Collect on Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery
<input type="checkbox"/> Insured Mail | <input type="checkbox"/> Priority Mail Express [®]
<input type="checkbox"/> Registered Mail TM
<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Signature Confirmation TM
<input type="checkbox"/> Signature Confirmation Restricted Delivery |
|---|--|

Domestic Return Receipt



Attachment C

7017 2620 0000 0738 3190
7017 2620 0000 0738 3190

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No., P.O. BOX 826	
City, State, ZIP+4® HOLYOKE, MA 01041	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse	

P.O. BOX 826
HOLYOKE, MA 01041

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

P.O. BOX 826
HOLYOKE, MA 01041



9590 9402 3961 8060 8537 73

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3190

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery



7017 2620 0000 0738 3183
7017 2620 0000 0738 3183

Attachment C

**U.S. Postal Service
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For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ <u>2.80</u>
<input type="checkbox"/> Return Receipt (electronic)	\$ <u>0.00</u>
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ <u>0.00</u>
<input type="checkbox"/> Adult Signature Required	\$ <u>0.00</u>
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ <u>0.00</u>

Postage
\$ 0.00

Total Postage and Fees
\$ 3.50

Sent To
[Redacted]

Street and Apt.
99 Suffolk St

City, State, ZIP+4®
Holyoke, MA 01040

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Back

99 Suffolk St
Holyoke, MA 01040

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

99 Suffolk St
Holyoke, MA 01040



9590 9402 3961 8060 8537 80

2. Article Number (Transfer from service label)

7017 2620 0000 0738 3183

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |



Plan to Remain Compliant with Local Zoning

Trulieve Cannabis Corp. (“Trulieve”) will remain compliant at all times with the local zoning requirements set forth in the Holyoke’s Zoning Ordinance, more specifically, Holyoke Zoning Ordinance §§ 7.10. Co-located dispensing, cultivation, and product manufacturing operations are proposed for Trulieve’s Holyoke location. In accordance with Holyoke’s Zoning Ordinance, Trulieve’s proposed marijuana cultivator and marijuana product manufacturer facility at 56 Canal Street is located in the IG (General Industry) Zoning District, which allows for Trulieve’s proposed uses upon receipt of a Special Permit from the City of Holyoke Planning Board. Trulieve has obtained a Special Permit (which is unlimited in duration) from Holyoke and, further, has made beneficial use of that permit by obtaining a Building Permit from the city.

In accordance with Holyoke’s Zoning Ordinance and G.L. c. 94G, §5(b)(3), Trulieve’s proposed facility is not located within five hundred (500) feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Trulieve will comply with all of the criteria set forth in Holyoke’s marijuana zoning amendments and any other applicable local laws. The Trulieve executive team will scrupulously oversee compliance with local codes and ordinances.

Trulieve will work cooperatively with various municipal departments, boards, and officials to ensure that its facility remains compliant with all laws, regulations, rules, and codes with respect to design, construction, operation and security. In that regard, Trulieve has already convened several meetings with various municipal officials and boards to discuss Trulieve’s plans for a proposed marijuana establishment and has already worked cooperatively with those officials and boards to execute, on December 14, 2018, a Host Community Agreement with the city. Trulieve will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Trulieve’s Holyoke facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security. In accordance with 935 CMR 500.101, Trulieve convened a properly noticed Community Outreach Meeting on April 22, 2019 to inform and gather feedback from the community related to its proposed marijuana establishment. Trulieve has also retained counsel to assist with ongoing compliance with local zoning and regulatory compliance.



Plan to Positively Impact Areas of Disproportionate Impact

I. INTRODUCTION

The Commission has identified Holyoke, MA as an area of disproportionate impact. Accordingly, Trulieve Cannabis Corp. (“Trulieve”) will exert its best efforts to contribute to and uplift the Holyoke community, so that it directly benefits from the growth of the Commonwealth’s nascent adult-use cannabis industry. In pursuit of that objective, Trulieve will provide access, foster inclusivity, and broadcast opportunities to the residents of Holyoke.

II. POSITIVE IMPACT GOALS

Trulieve will positively impact Holyoke by providing employment opportunities and training, through real-world experience, to Holyoke residents with the paramount goal of providing avenues for advancement in the adult-use cannabis industry. Even more specifically, Trulieve will target for employment opportunities Holyoke residents who have past marijuana-related drug convictions (to the extent permitted by law and Commission regulations) and/or parents or spouses with drug convictions. As evidence of its commitment to Holyoke, Trulieve’s long-term hiring goal is to build a workforce comprising 70% Holyoke residents in non-executive positions. To the extent that Trulieve cannot achieve its 70% Holyoke-resident workforce goal, Trulieve will target for employment opportunities residents of nearby disproportionately impacted communities, including Springfield and West Springfield, and also individuals who have marijuana-related CORIs and/or parents or spouses with drug convictions.¹ Trulieve’s Human Resources Manager is charged with monitoring progress toward Trulieve’s positive impact goals. Trulieve acknowledges that the progress and success of this Positive Impact Plan will be documented one year from provisional licensure and each year thereafter.

III. POSITIVE IMPACT PROGRAMS

Trulieve will employ a twofold approach to attracting qualified candidates from Holyoke. With respect to staffing and employment opportunities, Trulieve will give hiring preference to qualified Holyoke residents and Impacted Individuals. To achieve this goal Trulieve intends to work with community partners that can assist the company in identifying qualified Holyoke residents and Impacted Individuals to fill open positions within the company.

Trulieve has already established a partnership with the OneHolyoke Community Development Corporation (“OneHolyoke”). OneHolyoke is a private, non-profit organization which has traditionally dedicated itself to improving housing for low- and moderate-income Holyoke residents. In recent years, OneHolyoke has expanded its community service outreach, and launched efforts to collaborate with many city agencies and nonprofits that go beyond brick and mortar projects. To that end, OneHolyoke will work in tandem with Trulieve to: 1) identify

¹ Residents of Springfield and West Springfield and individuals who have marijuana-related CORIs and/or parents or spouses with drug convictions are, collectively, referred to as “Impacted Individuals.”



Holyoke residents and Impacted Individuals who are interested in employment in the adult-use cannabis industry; 2) participate in “re-entry” programs in order to hire persons with convictions for controlled substances act violations; and 3) offer expungement services in locations throughout Holyoke where persons with qualifying convictions for controlled substances act violations can receive the instruction they need to have their records expunged.

Either independently, or in partnership with its community partners, Trulieve will regularly participate at Holyoke and Pioneer Valley job fairs, including, potentially, job fairs hosted by the OneHolyoke and Holyoke Community College (“HCC”), in order to identify and recruit Holyoke residents and Impacted Individuals who have an interest in the adult-use cannabis industry. Within Trulieve’s first year of operations in Holyoke, it will participate in at least three (3) jobs fairs in either Holyoke or nearby areas.

HCC will partner with Trulieve to offer space to host jobs fairs in Holyoke and Northampton to identify Holyoke residents and/or HCC students — who will be confirmed through age verification and student records are aged 21 or older — who are interested in employment opportunities in the cannabis industry.

Separately, Trulieve has partnered with HCC to support HCC’s Center for Cannabis Education (the “Center”), especially in regard to dissemination of general information on the industry to the public. Trulieve also will fund (in an amount of \$10,000) and assist efforts of the Center to support Social Equity participants. Additionally, Trulieve will work with the Center on the development of cannabis occupational trainings including but not limited to curriculum development, participant referrals, internships and job recruitment opportunities. This will potentially include the development of a cannabis-industry curriculum to ensure a pipeline of educated and qualified job candidates are entering the workforce at a time of great expansion in the cannabis industry. Lastly, Trulieve will assist HCC in developing a cannabis-industry curriculum.

IV. POSITIVE IMPACT MEASUREMENT

Trulieve will track its positive impact and community outreach efforts. With its community partners, Trulieve will record and maintain (in accordance with the Commission’s record keeping procedures) employment applications, with the expectation that applications from Holyoke residents and Impacted Individuals will steadily grow with the company. In addition, Trulieve will record and document its participation at Holyoke and other Pioneer Valley community job fairs. This process will include recording (through use of sign-in sheets or the like) and following-up (via email communications or mailings) with attendees who express interest in employment opportunities at Trulieve’s cultivation and manufacturing facility in Holyoke. Trulieve will then compare and analyze how many of these individuals ultimately apply for either full-time opportunities or internship positions. This regular evaluation will permit Trulieve to accurately measure its reach into the Holyoke community. In turn, Trulieve will regularly analyze these results and recalibrate its local outreach programs, if necessary.



As described above, Trulieve's long-term hiring goal is to build a workforce comprising 70% Holyoke residents in non-executive positions or, if that is not possible, a workforce comprising 70% Impacted Individuals in non-executive positions.

Trulieve's Human Resources Manager will oversee progress toward this hiring goal by obtaining, at least annually, employee biographical data through self-identifying surveys. This will permit Trulieve's Human Resources Manager to measure the company's progress toward its hiring goals and assess its overall Plan to Positively Impact Areas of Disproportionate Impact. Trulieve's Human Resources Manager will annually report progress to the executive team and ensure that Trulieve meets its long-term hiring goal for its Holyoke cultivation and manufacturing facility. Furthermore, Trulieve's Human Resources Manager is responsible for ensuring that Trulieve meets the following intermediate hiring goals in years 1-4 of operation:

Commencement of Operations: minimum 20% Holyoke resident/Impacted Individual employment.

End of Year 1: minimum 35% Holyoke resident/Impacted Individual employment.

End of Year 2: minimum 50% Holyoke resident/Impacted Individual employment.

End of Year 3: minimum 65% Holyoke resident/Impacted Individual employment.

End of Year 4: minimum 70% Holyoke resident/Impacted Individual employment.

These short-term metrics and oversight by Trulieve's Human Resources Manager will ensure that Trulieve is regularly evaluating progress toward its hiring goals and employing corrective actions if intermediary targets are not met.

V. POSITIVE IMPACT PLAN ACKNOWLEDGMENTS

Trulieve pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Trulieve likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Trulieve will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

The Kittredge Center for Business and Workforce Development
303 Homestead Avenue
Holyoke, MA 01040
P: 413.552.2500
F: 413.552.2745



October 1, 2019

Steven Hoffman, Chair
Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

Re: Relationship with Trulieve Cannabis, Corp.

Dear Chair Hoffman and Commissioners:

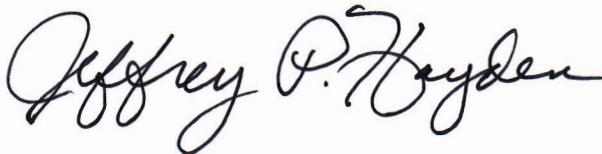
Please consider this letter to be confirmation of Holyoke Community College's (HCC) desire to work collaboratively with Trulieve Cannabis, Corp. ("Trulieve") to positively impact the City of Holyoke, specifically the job seekers in our community. HCC has a seventy-plus year history of experience and commitment, through credit degree and certificate programs and through workplace skills and credential programs in helping build a technically-skilled and capable workforce in the Pioneer Valley. With that commitment in mind, we are happy to work with local companies that are likewise committed to investing in the adult and young adult workforce of Holyoke and the surrounding areas, especially the unemployed, underemployed, those with limited work experience and educational attainment. Trulieve has offered to do the following, and HCC will develop a partnership with Trulieve to:

1. Support the HCC Center for Cannabis Education, a partnership with Cannabis Community Care Research Network (C3RN) especially in regard to the dissemination of general information on the industry to the public;
2. Support the efforts of the Center to support Social Equity participants;
3. To work with the Center on the development of Cannabis occupational trainings including but not limited to curriculum development, participant referrals, internships and job recruitment opportunities. This will potentially include the development of a cannabis-industry curriculum to ensure a pipeline of educated and qualified job candidates are entering the workforce at a time of great expansion in the cannabis industry;
4. Offer space to host jobs fairs in Holyoke and Northampton to identify Holyoke residents and/or HCC students – who will be confirmed through age verification and student records are aged 21 or older – who are interested in employment opportunities in the cannabis industry; and,

5. Potentially develop a cannabis-industry curriculum to ensure a pipeline of educated and qualified job candidates are entering the workforce at a time of great expansion in the cannabis industry.

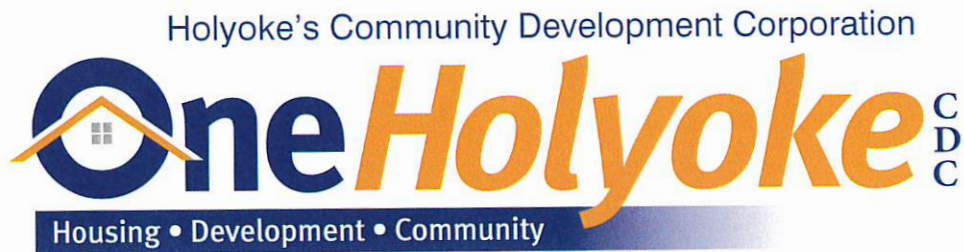
Please do not hesitate to reach out to me with any questions or if you require any additional information.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey P. Hayden". The signature is fluid and cursive, with the first name "Jeffrey" being the most prominent part.

Jeffrey P. Hayden, VP
Business and Community Services

Cc: Dr. Marion McNabb
Cannabis Community Care Research Network



September 19, 2019

Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

Re: Relationship with Trulieve Cannabis, Corp.

Dear Commissioners:

Please consider this letter to be confirmation of OneHolyoke Community Development Corporation's ("OneHolyoke") agreement to work collaboratively Trulieve Cannabis, Corp. ("Trulieve") to positively impact the City of Holyoke. As you may know, we are a private nonprofit organization, originally dedicated to improving housing for low- and moderate-income Holyoke residents. In recent years, we have expanded our community service outreach and launched efforts to collaborate with many city agencies, nonprofits and other entities that go beyond brick and mortar projects. In that regard, we are excited to work with Trulieve to help expand access into the state's burgeoning cannabis industry to diverse residents of Holyoke, and those disproportionately impacted by controlled substances law enforcement. More specifically, we will be assisting Trulieve with:

1. Hosting jobs fairs in Holyoke that identify Holyoke residents who are interested in employment opportunities in the cannabis industry;
2. Providing support for Trulieve's programs to hire persons with low-level convictions for controlled substances act violations;
3. Providing support for Trulieve's sponsorship of expungement services in locations throughout Holyoke where persons with qualifying convictions for controlled substances act violations can receive the instruction they need to have their records expunged; and
4. Helping identify candidates (who will be verified by identification to be aged 21 or older) for Trulieve's internship training program.

Additionally, Trulieve has offered and OneHolyoke gratefully accepted a \$5,000 donation to support our efforts. We believe that working together with Trulieve to ensure that the benefits of the Commonwealth's cannabis industry improve and uplift the lives of Holyoke residents perfectly aligns with our core mission. Please do not hesitate to reach out to me with any questions.

Sincerely,

Michael Moriarty, Executive Director

**D
PC**

The Commonwealth of Massachusetts

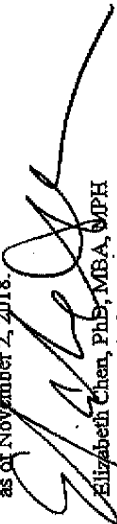
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUS

Life Essence, Inc. is an applicant
with an application pending before
the Department of Public Health
in accordance with 105 CMR 725.100(C)
as of November 2, 2018.


Elizabeth Chen, PhD, MBA, MPH
Assistant Commissioner
Massachusetts Department of Public Health

- (1) Exact name of other entity: Life Essence, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
Life Essence, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Life Essence, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:*

* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	100,000	0.0001

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

The Common Stock shall have the sole and exclusive power to vote on any matter submitted to the shareholders of the Corporation.

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See Attachment Sheet VI

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

CONTINUATION SHEET
ARTICLE VI

6.1 The board of directors may consist of one director or more than one director.

6.2 The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provisions thereof which by virtue of an express provision in Chapter 156D of the Massachusetts General Laws, the articles of organization or the bylaws requires action by the shareholders.

6.3 The number of authorized shares of any class or series, the distinguishing designation thereof and the preferences, limitations, and relative rights applicable thereto shall be set forth in the articles of organization or any amendment thereto approved by the board of directors. All or a specified number of directors may be elected by the holders of one or more authorized classes or series of shares, as set forth in an amendment to those articles of organization. At any time after the initial issuance of shares of any class or series, the board of directors may reclassify any unissued shares of the class or series into one or more existing or new classes or series. Shares of any class or series may be issued as a share dividend in respect of shares of another class or series.

6.4 Action required or permitted by Chapter 156D of the Massachusetts General Laws to be taken at a shareholders meeting may be taken without a meeting if the action is taken by shareholders having not fewer than the minimum number of similar votes necessary to take the action at a meeting at which all shareholder entitles to vote on the action are present and voting.

6.5 If any provision of Chapter 156D of the Massachusetts General Laws would otherwise require the affirmative vote of more than a majority of shares in any voting group for favorable action to be taken on a matter, favorable action may nevertheless be taken by vote of a majority of all the shares in the voting group entitles to vote on the matter.

6.6 To the maximum extent permitted by Chapter 156D of the Massachusetts General Laws, as the same exists or may hereafter be amended, no director of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of the provision of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any act or failure to act of such director occurring prior to such amendment or repeal.

6.7 The number of directors of the corporation shall be fixed in or specified in accordance with the bylaws. The corporation may have only one director, notwithstanding the number of shareholders of the corporation.

6.8 The directors may specify the manner in which the accounts of the corporation shall be kept and may determine what constitutes net earnings, profits and surplus, what amounts, if any, shall be reserved for any corporate purposes, and what amounts, if any, shall be declared as dividends. Unless the board of directors otherwise specifies, the excess of the consideration for any share with par value issued by it over such par value shall be surplus. The board of directors may allocate to capital less than all of the consideration for any share without par value issued by it, in which case the balance of such consideration shall be surplus. All surplus shall be available for any corporate purpose, including payment of dividends.

6.9 The purchase or other acquisition by the corporation of its own shares shall not be deemed a reduction of its capital. Upon any reduction of capital or shares, no shareholder shall have any right to demand any distribution from the corporation, except as and to the extent that the shareholders shall have provided at the time of authorizing such reduction.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
23 Temple Street Unit 1, Boston, MA 02114
- b. The name of its initial registered agent at its registered office:
Richard S. Tannenbaum
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Jeffrey Greenberg, Esq. 23 Temple Street Unit 1, Boston, MA 02114

Treasurer: Jeffrey Greenberg, Esq. 23 Temple Street Unit 1, Boston, MA 02114

Secretary: Jeffrey Greenberg, Esq. 23 Temple Street Unit 1, Boston, MA 02114

Director(s): Howard Heldenberg 23 Temple Street Unit 1, Boston, MA 02114
Jeffrey Greenberg, Esq. 23 Temple Street Unit 1, Boston, MA 02114

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
The purpose of the corporation is to serve as a Registered Marijuana Dispensary ("RMD").
- f. The street address of the principal office of the corporation:
23 Temple Street Unit 1, Boston, MA 02114
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

23 Temple Street Unit 1, Boston, MA 02114

(number, street, city or town, state, zip code)

, which is

- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed by: _____

(signature of authorized individual)

- ☐ Chairman of the board of directors,
☒ President,
☐ Other officer,
☐ Court-appointed fiduciary.

on this 29th day of October, 2018

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:

November 06, 2018 02:20 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

As of October 29, 2018

LIFE ESSENCE, INC.

BYLAWS

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BYLAWS
OF
LIFE ESSENCE, INC.

ARTICLE I

ARTICLES OF ORGANIZATION

The name of the corporation shall be as set forth in the articles of organization. The corporation shall have the purpose of engaging in any lawful business, unless a more limited purpose is set forth in the articles of organization. The powers of the corporation shall be all powers as set forth in the Massachusetts Business Corporation Act (the “Act”), unless more limited powers or restrictions on any powers are set forth in the articles of organization. The powers of the corporation’s directors and Shareholders, or any class of Shareholders if the corporation has more than one class of stock, and all matters concerning the conduct and regulation of the business and affairs of the corporation shall be subject to such provisions in regard thereto, if any, as are set forth in the articles of organization. In the event of any inconsistency between the articles of organization and these bylaws, the articles of organization shall be controlling. All references in these bylaws to the articles of organization shall be construed to mean the articles of organization of the corporation as from time to time in effect.

ARTICLE II

SHAREHOLDERS

1. Annual Meeting.

The annual meeting of shareholders shall be held at 10:00 A.M., or at such other time as the board of directors shall determine, on June 30 in each year unless such date is a legal holiday. If such date is a legal holiday, then the annual meeting shall be held at the same hour on the next succeeding business day not a legal holiday. The purposes for which an annual meeting is to be held include the election of directors and transacting such other business as may properly be brought before such meeting.

2. Special Meetings.

A special meeting of shareholders may be called at any time by the president or by the directors. Upon written application of one or more Shareholders who hold in the aggregate at least ten percent of all votes, which written application or applications shall be signed and dated by such shareholders and shall state the purpose for which the meeting is to be held, a special meeting shall be called by the secretary, or in case of the death, absence, incapacity or refusal of the secretary, by any other officer. Each call of a meeting shall state the place, date, hour and purposes of the meeting.

3. Place of Meetings.

The place at which any special or annual meeting of shareholders shall be held shall be fixed by the board of directors. Meetings of shareholders may be held at any physical location in or outside Massachusetts. Any adjourned session of any meeting of the shareholders shall be held at the place designated in the vote of adjournment, or if no such place is designated, at the same place or by the same remote communication method as the adjourned meeting.

In addition, the board of directors may authorize any meeting to be held solely by remote communication with no fixed physical location, or may authorize that any shareholder or proxy not physically present at a meeting may participate in the meeting and be deemed present and entitled to vote. In the event that any shareholder or proxy is permitted to participate in a meeting by means of remote electronic communication: (a) the corporation shall implement reasonable measures to verify that each person present and permitted to vote at a meeting is a shareholder or proxy; (b) the corporation shall implement reasonable measures to provide such shareholders and proxies a reasonable opportunity to participate in the meeting and vote; and (c) if a shareholder or proxy votes or takes other action by remote communication at the meeting, a record of the vote or other action shall be maintained by the corporation.

4. Record Date for Purpose of Meetings.

The directors may fix in advance a time not more than 70 days before the date of any meeting of shareholders as the record date for determining the shareholders having the right to notice of and to vote at such meeting and any adjournment thereof. In such case only shareholders of record on such date shall have such right, notwithstanding any transfer of shares on the books of the corporation after the record date. If no record date is fixed, the record date for determining shareholders having the right to notice of or to vote at a meeting of shareholders shall be at the close of business on the day before the day on which notice is given. If any meeting is adjourned to a date more than 120 days after the date fixed for the original meeting, the directors shall fix a new record date.

5. Notice of Meetings.

Written notice of the place, day and hour of all meetings of shareholders shall be given by the secretary, the assistant secretary or an officer designated by the directors, at least seven days but no more than 60 days before the meeting, to each shareholder entitled to vote thereat and to each shareholder who, by the Act, under the articles of organization or under these bylaws, is entitled to such notice. Notice of an adjourned meeting shall be given only if a new record date is fixed, in which case notice shall be given to all shareholders as of the new record date. The notice of a meeting shall state the purposes of the meeting. At a special meeting of shareholders, only business within the purpose or purposes described in the meeting notice may be conducted. Notice may be given by leaving such notice with the shareholder or at his residence or usual place of business, by mailing it, postage prepaid, and addressed to such shareholder at his address as it appears in the books of the corporation, by facsimile telecommunication directed to a number furnished by the shareholder for the purpose, by electronic mail to the electronic mail address of the shareholder as it appears in the books of the corporation, or by any other electronic transmission (defined as any process of communication that does not directly involve the physical transfer of paper and that is suitable for the retention, retrieval and reproduction of information by the recipient). The

corporation shall be entitled to rely on the address of a shareholder last notified to the corporation. In case of the death, absence, incapacity or refusal of the secretary, the assistant secretary or the officer designated by the directors, such notice may be given by any other officer or by a person designated either by the secretary or by the person or persons calling the meeting or by the board of directors. Whenever notice of a meeting is required to be given to a shareholder under any provision of the Act or of the articles of organization or these bylaws, no such notice need be given to a shareholder, if a written waiver of notice, executed before or after the meeting by such shareholder or his attorney, thereunto authorized, is filed with the records of the meeting.

6. Shareholders List for Meeting.

After fixing a record date for a meeting of shareholders, the secretary shall prepare an alphabetical list of all shareholders who are entitled to notice of the meeting. The shareholders list shall be available for inspection by any shareholder, his agent or attorney during the period beginning two days after notice of the meeting is given and continuing through the meeting at the corporation's principal office, at a place identified in the meeting notice or, if the meeting is to be held only by remote communication, on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. A shareholder or his agent or attorney may copy the list at the principal office at his own expense as permitted by the Act.

7. Quorum.

At any meeting of the shareholders, a majority in interest of all the shares issued, outstanding and entitled to vote upon a question to be considered at such meeting shall constitute a quorum for the consideration of such question, except that, if two or more voting groups are entitled to vote upon such question as separate voting groups, then, in the case of each such voting group, a quorum shall consist of a majority of the votes entitled to be cast by the voting group for action on that matter. Notwithstanding the foregoing, shareholders, by a majority of the votes properly cast upon the question whether or not a quorum is present, may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof, unless (a) the shareholder attends solely to object to lack of notice, defective notice, or the conduct of the meeting on other grounds, and does not vote the shares or otherwise consent that they are to be deemed present; or (b) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

8. Voting and Proxies.

Unless otherwise provided by the articles of organization, each shareholder shall have one vote for each share held by him of record on the record date and entitled to vote on the question or questions to be considered at any meeting of the shareholders according to the records of the corporation. Shareholders may vote either in person or by proxy appointed by written appointment form signed by the shareholder or his attorney in fact. An appointment form shall be valid for the period stated therein, or, if no period is stated, for a period of 11 months from the date the shareholder signed the form, or the date of its receipt by the secretary or his agent, if undated. Appointment forms shall be filed with the secretary or other officer or agent authorized to tabulate votes before being voted. Except as otherwise limited therein, appointment forms appointing

proxies for a particular meeting shall entitle the persons named therein to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting.

9. Action at Meeting.

When a quorum of a voting group is present for the consideration of a matter at any meeting of the shareholders, favorable action on a matter, otherwise than the election of directors, is taken by the voting group if a majority in interest of the shares present in person or by proxy and entitled to vote on such question votes in favor of the action, except where a larger vote is required by the Act, the articles of organization or these bylaws. Any election of directors by a voting group shall be determined by a plurality of the votes cast by shareholders in the voting group present in person or by proxy at the meeting and entitled to vote in the election. No ballot shall be required for such election unless requested by a shareholder present in person or by proxy at the meeting and entitled to vote in the election. Shares of the corporation are not entitled to vote if they are owned, directly or indirectly, by another entity of which the corporation owns, directly or indirectly, a majority of the voting interests. The corporation may, however, vote any shares, including its own shares, held by it, directly or indirectly, in a fiduciary capacity.

10. Action without Meeting.

Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by all shareholders entitled to vote on the action, or if the articles of organization so provide, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting, as evidenced by written consents of such shareholders that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the corporation for inclusion with the records of meetings within 60 days of the date of the earliest dated consent delivered to the corporation. The corporation must, at least seven days before it takes any action in reliance on consent obtained in accordance with this provision, give written notice of its intended action to shareholders not entitled to vote on the action in any case where the Act would require such notice if the action were to be taken by voting shareholders at a meeting, and, if the action will be taken with less than unanimous consent, to all shareholders entitled to vote who did not consent to the action. Such notice shall be accompanied by the same material that the Act or these bylaws would require to be sent to such shareholders with a notice of meeting. The corporation may, for convenience, specify an effective date for such consents, provided that the corporation shall not take action in reliance upon such consents except in compliance with the articles of organization and these bylaws.

11. Electronic Action.

Any vote, consent, waiver, proxy appointment or other action by a shareholder shall be considered given in writing, dated and signed if it consists of an electronic transmission that allows the corporation to determine: (a) the date the transmission was sent; and (b) that the sender of the transmission was the relevant shareholder, proxy, or agent, or a person authorized to act on any such person's behalf. The date on which the electronic transmission was sent shall be considered the date on which it was signed.

ARTICLE III

DIRECTORS

1. Powers.

All corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, a board of directors, subject to any limitation set forth in the articles of organization or in a shareholders' agreement. In the event of a vacancy in the board of directors, the remaining directors may exercise the powers of the full board until the vacancy is filled.

2. Size of Board.

The board of directors shall consist of at least one director. No director need be a shareholder.

3. Vacancies.

Any vacancy in the board of directors, including a vacancy resulting from the enlargement of the board, may be filled by the shareholders, by the board of directors, or if the directors remaining in office constitute fewer than a quorum, they may fill the vacancy by the vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group of shareholders, only the shareholders of that voting group or directors elected by that voting group are entitled to fill the vacancy.

4. Tenure.

Except as otherwise provided by the articles of organization or by these bylaws, each director shall hold office until the next annual meeting of shareholders and thereafter until such director's successor is elected and qualified or until such director sooner dies, resigns, is removed or becomes disqualified.

5. Committees.

The directors may, by vote of a majority of all directors then in office, elect from their number an executive or other committees, provided however that if the articles of organization or these bylaws provide that the number of directors required to take board action is greater than a majority of all directors then in office, then the vote of such greater number shall be required to elect any committee. Except as the directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these bylaws for the directors. The directors may delegate to any committee some or all of their powers except those which they are prohibited from delegating by any provision of law or by the articles of organization or these bylaws. Without limitation of the foregoing, a committee may not (a) authorize distributions; (b) approve or propose to shareholders action that is required by law to be approved by shareholders; (c) change the number of the board of directors, remove directors from office or fill vacancies on the board of directors; (d) amend the articles of organization; (e)

adopt, amend or repeal these bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors.

6. Meetings.

Regular meetings of the directors may be held without call or notice at such places and at such times as the directors may from time to time determine. Any or all of the directors may participate in a meeting of the directors or of a committee thereof by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting; and participation by such means shall constitute presence in person at any such meeting.

A regular meeting of the directors may be held immediately following the annual meeting of shareholders at the same place as such shareholders' meeting. Special meetings of the directors may be held at any time and place designated in a call of the meeting by the chairman of the board, if any, the president or two or more directors.

7. Notice of Special Meetings.

Notice of the date, time and place of all special meetings of the directors shall be given to each director by the secretary, or assistant secretary, or by the officer or one of the directors calling the meeting. Notice shall be given to each director in person, by telephone, voice mail, facsimile telecommunication, telegram or other electronic means sent to his usual or last known business or home address or phone number or by electronic mail to the electronic mail address of the director as last notified to the corporation at least 24 hours in advance of the meeting or by mailing it to either such business or home address at least 48 hours in advance of the meeting. Notice need not be given to any director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting, prior to or at the meeting's commencement, the lack of notice to him. A notice or waiver of notice of a directors' meeting need not specify the purposes of the meeting.

8. Quorum.

At any meeting of the directors, a quorum of the board of directors shall be a majority of the directors in office immediately before the meeting begins. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

9. Action at Meeting.

If a quorum is present when a vote is taken, the vote of a majority of the directors present is an act of the board of directors, unless the articles of organization or these bylaws require the vote of a greater number of directors.

10. Action by Consent.

Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all directors then in office consent to the action in a writing signed by each director, or by electronic transmission delivered to the corporation to the address specified by the

corporation for the purpose or, if no address is specified, to the principal office of the corporation addressed to the secretary or other officer or agent having custody of the records of proceedings of directors, provided that such written consents and/or electronic transmissions shall be included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent is effective when the last director signs or delivers consent, unless the consent specifies a different effective date. Consents given in accordance with this provision shall be treated as a vote of the directors for all purposes.

ARTICLE IV

OFFICERS

1. Enumeration.

The officers of the corporation shall consist of a president, a treasurer, a secretary, and such other officers, if any, including a chairman and a vice chairman of the board of directors, one or more vice presidents, assistant treasurers and assistant secretaries, as the incorporators at their initial meeting or the directors from time to time may choose or appoint.

2. Appointment.

The president, treasurer and secretary shall be appointed annually by the directors at their first meeting following the annual meeting of shareholders. Other officers, if any, may be appointed by the board of directors at such meeting or at any other time.

3. Vacancies.

If any office becomes vacant by reason of death, resignation, removal, disqualification or otherwise, the directors may choose a successor or successors, who shall hold office for the unexpired term, except as otherwise provided by the Act, by the articles of organization or by these bylaws.

4. Qualification.

The president may, but need not be, a director. No officer need be a shareholder. Any two or more offices may be held by the same person. Any officer may be required by the directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the directors may determine.

5. Tenure.

Except as otherwise provided by the articles of organization or by these bylaws, the president, treasurer and secretary shall hold office until the first meeting of the directors following the annual meeting of shareholders, and thereafter until such officer's successor is chosen and qualified; and all other officers shall hold office until the first meeting of the directors following the annual meeting of the shareholders or the special meeting in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them, or in each case until such officer sooner dies, resigns, is removed or becomes disqualified.

6. Chairman and Vice Chairman of the Board.

A chairman or vice chairman of the board of directors shall have such powers as the directors may from time to time designate. Unless the board of directors otherwise specifies, the chairman of the board, or in his absence the vice chairman, shall preside at all meetings of the shareholders and of the board of directors. The chairman or vice chairman must be a director.

7. President and Vice President.

Except as otherwise determined by the directors, the president shall be the chief executive officer of the corporation and shall, subject to the direction of the directors, have general supervision and control of its business. Unless the board of directors otherwise specifies, in the absence of the chairman and vice chairman, if any, of the board of directors, the president shall preside, when present, at all meetings of shareholders and of the board of directors.

Any vice president shall have such powers as the directors may from time to time designate.

8. Treasurer and Assistant Treasurers.

The treasurer shall, subject to the direction of the directors, have general charge of the financial concerns of the corporation and the care and custody of the funds and valuable papers of the corporation, and books of account and accounting records. He shall have power to endorse for deposit or collection all notes, checks, drafts, and other obligations for the payment of money payable to the corporation or its order, and to accept drafts on behalf of the corporation.

Any assistant treasurer shall have such powers as the directors may from time to time designate.

9. Secretary and Assistant Secretary.

Unless a transfer agent is appointed, the secretary shall keep or cause to be kept the stock and transfer records of the corporation in which are contained the names of all shareholders and the record address and the amount of shares held by each. The secretary shall record all proceedings of the shareholders in a paper record, or in another form capable of conversion into a paper record within a reasonable time. Such records shall be kept at the principal office of the corporation or at the office of its transfer agent or of the secretary and shall be open at all reasonable times to the inspection of any shareholder.

If a secretary is elected, he shall record all proceedings of the directors in a paper record, or in another form capable of conversion into a paper record within a reasonable time. Any assistant secretary shall have such powers as the directors may from time to time designate. In the absence of the secretary from any meeting of the directors, any assistant secretary, or a temporary secretary designated by the person presiding at such meeting, shall record such proceedings.

10. Other Powers and Duties.

Each officer shall, subject to these bylaws, have in addition to the duties and powers specifically set forth in these bylaws, such duties and powers as are customarily incident to his office, and such duties and powers as the directors may from time to time designate.

ARTICLE V

RESIGNATIONS AND REMOVALS

1. Resignation.

Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, the president, the treasurer or the secretary or to a meeting of the directors. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

2. Removal of Director.

A director (including persons elected by directors to fill vacancies in the board) may be removed from office (a) with or without cause by majority vote of the shareholder voting group entitled to appoint such director, or (b) with cause by vote of the greater of a majority of the directors then in office or of the number of directors otherwise required to take an action of the board, except that if a director is appointed by a voting group of shareholders, only directors appointed by that voting group may vote to remove him. A director may be removed by the shareholders or the directors only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director.

3. Removal of Officer.

The directors may remove any officer at any time with or without cause.

4. No Right to Compensation.

No director or officer resigning and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the corporation) no director or officer removed, shall have any right to any compensation as such director or officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or by the year or otherwise, unless in the case of a resignation, the directors, or in the case of a removal, the body acting on the removal, shall in their or its discretion provide for compensation.

ARTICLE VI

SHARES

1. Amount Authorized.

The total number of authorized shares shall be as fixed in the articles of organization.

2. Stock Certificates; Statements for Uncertificated Stock.

Shares of the corporation may be certificated or uncertificated. Each shareholder shall be entitled to: (a) for certificated stock, a certificate of the stock of the corporation setting forth the

number of shares and the class and the designation of the series in such form as shall, in conformity with law, be prescribed from time to time by the directors; and (b) for uncertificated stock, a written information statement setting forth the number of shares and the class and the designation of the series of the stock. Each certificate shall be signed by any two of the following officers: the president, any vice president, the treasurer, any assistant treasurer, the secretary or any assistant secretary, either by real or facsimile signatures, and may bear the corporate seal or its facsimile. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate or information statement for shares which are subject to any restriction on transfer pursuant to the articles of organization, these bylaws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate or information statement and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate or statement upon written request and without charge. Every certificate or statement issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, voting powers, qualifications and special and relative rights of the stock of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate or statement upon written request and without charge.

3. Transfers.

Subject to the restrictions, if any, stated or noted on the stock certificates or information statements, shares may be transferred on the books of the corporation by: (a) for certificated stock, the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with necessary transfer stamps affixed, and with such proof of the authenticity of signature as the corporation or its transfer agent may reasonably require; and (b) for uncertificated stock, by delivery to the corporation or its transfer agent of an instruction with a request to register a transfer properly executed by the transferring shareholder, and with such proof of authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by the Act, by the articles of organization or by these bylaws, the corporation shall be entitled to treat the record holder of shares as shown on its books as the owner of such shares for all purposes, including the payment of dividends and the right to receive notice and to vote with respect thereto, regardless of any transfer, pledge or other disposition of such shares, until the shares have been transferred on the books of the corporation in accordance with the requirements of these bylaws.

4. Record Date for Purposes Other Than Meetings.

The directors may fix in advance a time not more than 70 days preceding the date for the payment of any dividend or the making of any distribution to shareholders or the last day on which the consent or dissent of shareholders may be effectively expressed for any purpose, as the record date for determining the shareholders having the right to receive such dividend or distribution or the right to express such consent or dissent. In such case only shareholders of record on such date shall have such right, notwithstanding any transfer of shares on the books of the corporation after the

record date. If no record date is fixed, the record date for determining shareholders shall be at the close of business on the day on which the board of directors acts with respect thereto.

5. Replacement of Certificates.

In case of the alleged loss or destruction or the mutilation of a stock certificate, a duplicate certificate may be issued in place thereof, upon such terms as the directors may prescribe.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. Fiscal Year.

The fiscal year of the corporation shall end on the date determined from time to time by the board of directors.

2. Seal.

The seal of the corporation shall, subject to alteration by the directors, consist of a flat-faced circular die with the word "Massachusetts", together with the name of the corporation and the year of its organization cut or engraved thereon.

3. Registered Agent and Registered Office.

The corporation shall continuously maintain in Massachusetts: (a) a registered agent who may be an officer of the corporation or another individual, a domestic corporation or not-for-profit domestic corporation, or a foreign corporation or not-for-profit foreign corporation qualified to do business in Massachusetts; and (b) a registered office, which may, but need not be, the same as any of its places of business. The business office of the registered agent shall also be the registered office of the corporation. The corporation shall record any change of its registered office or registered agent by filing a statement of change with the Secretary of the Commonwealth.

4. Execution of Instruments.

All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed on behalf of the corporation shall be signed by the chairman of the board, if any, the president or the treasurer except as the directors may generally or in particular cases otherwise determine.

5. Voting of Securities.

Except as the directors may otherwise designate, the president or treasurer may waive notice of, act and appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of the shareholders, members or other constituent parties of any other corporation, organization or entity in which the corporation holds securities or other type of ownership interest.

6. Corporate Records to be Maintained and Available to All Shareholders.

The corporation shall keep in Massachusetts at the principal office of the corporation, or at an office of its transfer agent, secretary, assistant secretary or registered agent, a copy of the following records: (a) its articles of organization and bylaws then in effect; (b) resolutions adopted by the directors creating classes or series of stock and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding; (c) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years; (d) all written communications to shareholders generally during the past three years, including annual financial statements issued pursuant to the Act; (e) a list of the names and business addresses of its current directors and officers; and (f) its most recent annual report delivered to the Massachusetts Secretary of the Commonwealth. Said copies and records may be kept in written form or in another form capable of conversion into written form within a reasonable time. A shareholder is entitled to inspect and copy such records, during regular business hours at the office at which they are maintained, on written notice given at least five business days before the date he wishes to inspect and copy.

7. Indemnification.

The corporation shall, to the fullest extent permitted by law, indemnify each of its directors and officers (including persons who serve at its request as directors, officers, or trustees of another organization in which it has any interest as a shareholder, creditor or otherwise or in any capacity with respect to any employee benefit plan), against all liabilities and expenses, including amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director or officer, if: (a) he conducted himself in good faith and in the reasonable belief that his conduct was in the best interests of the corporation or at least not opposed to the best interests of the corporation, and, in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or (b) he engaged in conduct for which he shall not be liable under the articles of organization; provided, however, that the corporation shall not indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification shall be provided although the person to be indemnified is not currently a director, officer, partner, trustee, employee or agent of the corporation or such other organization or no longer serves with respect to any such employee benefit plan.

Notwithstanding the foregoing, no indemnification shall be provided unless a determination has been made that indemnification is permitted by law for a specific proceeding:

(a) if there are two or more disinterested directors, by the board of directors by a majority vote of all the disinterested directors, a majority of whom for such purpose shall constitute a quorum, or by a majority of the members of a committee of two or more disinterested directors appointed by vote; or

(b) by special legal counsel selected either (i) in the manner prescribed in clause (a) above, or (ii) if there are fewer than two disinterested directors, by the board of directors, in which case directors who do not qualify as disinterested directors may participate in the selection; or

(c) by the holders of a majority of the corporation's outstanding shares at the time entitled to vote for directors, voting as a single voting group, exclusive of any shares owned by or voted under the control of any interested director or officer.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director or officer may be entitled; nothing contained in this section shall affect any rights to indemnification to which employees, independent contractors or agents, other than directors and officers, may be entitled by contract or otherwise under law. As used in this paragraph, the terms "director" and "officer" include their respective heirs, executors and administrators, and an "interested" director or officer is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

Any repeal or modification of the foregoing provisions of this section shall not adversely affect any right or protection of a director or officer of the corporation with respect to any acts or omission of such director or officer occurring prior to such repeal or modification.

8. Advance of Expenses.

The corporation shall, before final disposition of a proceeding, and to the fullest extent permitted by law, advance funds to pay for or reimburse the reasonable expenses incurred by a director, officer or other person who is a party to a proceeding for which he would be or may be entitled to indemnification as set forth in these bylaws, provided that he delivers to the corporation a written affirmation of his good faith belief that he has met the relevant standard of conduct described in these bylaws, and his written undertaking to repay any funds advanced if he is not entitled to mandatory indemnification under applicable law and it is ultimately determined that he has not met the relevant standard for indemnification set forth in these bylaws.

9. Amendments to Bylaws.

These bylaws may at any time be amended by vote of the shareholders or may be amended by vote of a majority of the directors then in office, except that bylaw provisions dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the board of directors. Notice of any change to these bylaws by the directors, stating the substance of such change, shall be given to all shareholders entitled to vote on amending these bylaws not later than the time that notice of the shareholders' meeting next following such change is required to be given.

10. Director Conflict of Interest

A conflict of interest transaction is a transaction with the corporation in which a director has a material direct or indirect interest (an "Interested Director"). Without limiting the interests that may create conflict of interest transactions, a director has an indirect interest in a transaction if another entity in which he has a material financial interest or in which he is a general partner is a party to the transaction (a "Related Party"), or if another entity of which he is a director, officer, or trustee or in which he holds another position is a party to the transaction and the transaction is or should be considered by the board of directors of the corporation.

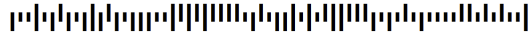
A conflict of interest transaction is not voidable by the corporation solely because of the director's interest in the transaction if: (a) the material facts of the transaction and the director's interest were disclosed or known to the board or a committee of the board, and the board or

committee authorized, approved or ratified the transaction by the vote of a majority of the directors on the board or committee who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified by a single director; (b) the material facts of the transaction and the director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction by the vote of a majority of the shares entitled to vote or (c) the transaction was fair to the corporation. In the case of clause (b) above, shares owned by or voted under the control of any Interested Director or Related Party shall not be entitled to vote.



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LIFE ESSENCE, INC.
540 VFW PKWY STE 7
WEST ROXBURY MA 02132-1332

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, LIFE ESSENCE, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edmund W. Gifford

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: January 28, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,

LIFE ESSENCE, INC.

is a domestic corporation organized on **November 06, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 20010565120

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



Corporations Division

Business Entity Summary

ID Number: 001353830

[Request certificate](#)[New search](#)

Summary for: LIFE ESSENCE, INC.

The exact name of the Domestic Profit Corporation: LIFE ESSENCE, INC.				
Converted from LIFE ESSENCE, INC. on 11-06-2018				
Entity type: Domestic Profit Corporation				
Identification Number: 001353830				
Date of Organization in Massachusetts: 11-06-2018				
Last date certain:				
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 12/31		
The location of the Principal Office:				
Address: 56 CANAL ST.				
City or town, State, Zip code, Country: HOLYOKE, MA 01040 USA				
The name and address of the Registered Agent:				
Name: CORPORATION SERVICE COMAPNY				
Address: 84 STATE STREET SUITE 660				
City or town, State, Zip code, Country: BOSTON, MA 02109 USA				
The Officers and Directors of the Corporation:				
Title	Individual Name	Address		
PRESIDENT	KIM RIVERS	3494 MARTIN HURST RD. TALLAHASSEE, FL 32318 USA		
TREASURER	ERIC POWERS	3494 MARTIN HURST RD. TALLAHASSEE, FL 32318 USA		
SECRETARY	ERIC POWERS	3494 MARTIN HURST RD. TALLAHASSEE, FL 32318 USA		
DIRECTOR	KIM RIVERS	3494 MARTIN HURST RD. TALLAHASSEE, FL 32318 USA		
DIRECTOR	ERIC POWERS	3494 MARTIN HURST RD. TALLAHASSEE, FL 32318 USA		
Business entity stock is publicly traded: <input type="checkbox"/>				
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Par value per share	No. of shares	Total par value	Total issued and outstanding No. of shares
CWP	\$ 0.00	100,000	\$ 100.00	0
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing				
View filings for this business entity:				

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment
Articles of Chapter Certificate

View filings

Comments or notes associated with this business entity:

New search



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



172932500

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Life Essence Inc
56 N CANAL ST
HOLYOKE, MA 01040-5833

EAN: 22154521
January 22, 2020

Certificate Id:34555

The Department of Unemployment Assistance certifies that as of 1/22/2020 ,Life Essence Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



Processing Business Plan

I. INTRODUCTION

As the market leader in Florida's licensed, vertically integrated licensed medical marijuana program, Life Essence, Inc. d/b/a Trulieve is abundantly qualified to be the recipient of a license to become an adult-use cultivation and product manufacturing facility. Trulieve, Inc., which is the market-leading licensee in the state of Florida and Life Essence, Inc., are both wholly owned subsidiaries of Trulieve Cannabis Corp. Aside from meeting the minimum threshold requirements, Trulieve has assembled a truly world-class team that will focus on compliance, quality and communication. At this location, Trulieve also hold a Provisional Certificate of Registration from the Commonwealth's Medical Marijuana Program. Trulieve intends to cultivate both adult use and medical marijuana at its Holyoke facility.

II. PROCESSING TECHNICAL ABILITY

Trulieve will operate a processing unit at its Holyoke cultivation and product manufacturing facility that includes the storage, handling, preparation and manufacturing of derivative products using adult use and medical cannabis. Described herein is a Processing Procedures Plan that has been prepared for the Holyoke location. The Plan discusses processing methods to be used and provides information on many aspects of processing operations that will ensure compliance, efficiency, safety, and high quality, consistent products for qualified registered patients and consumers. The Plan generally addresses how to manufacture cannabis derivative products in accordance with state and local regulations, industry best practices, and cGMPs. The Plan describes aspects of processing center design, including manufacturing areas, which are compliant, minimize diversion risk, and mitigate the potential for the spread of contamination and other environmental concerns. Detailed information is provided regarding the constituents of cannabis, manufacturing methods that will produce the desired medically toned product mix and storage requirements, among other central aspects of producing cannabis derivative products.

Trulieve will hire a Processing Manager in coordination with the Inventory Manager and Laboratory Director, who will develop, implement, and maintain processing practices that protect cannabis input material and derivative products from contamination and maintain the quality of the material throughout the processes implemented. Finally, the Plan discusses general policies

pertaining to inventory management, recordkeeping, and reporting, which are in compliance with the Rules and the Act, and fulfilled using Trulieve's electronic automatic data processing/point-of-sale ("ADP/POS") system, Viridian Sciences.

The Plan provided herein depicts Trulieve's approach to processing and production of high-quality, cannabis derivative products and the knowledge and expertise as the company's disposal for executing this vision. In summary, this Plan demonstrates that Trulieve has an exceptionally competent team, defined strategic vision, and the particular operational knowledge necessary to operate a hyper-compliant processing facility that will provide patients and adult-use consumers with the highest-quality cannabis.

III. PROCESSING

Trulieve is going to process cannabis into derivative products suitable for human consumption at the same facility as the cultivation site in Holyoke, Massachusetts. Trulieve will track every plant grown and harvested for processing. Viridian Sciences, a long-standing reputable enterprise resource-planning tool designed specifically for the cannabis industry, has been selected to be the backbone of the cultivation/processing/dispensing organization data management. All plants will be individually tracked through the growth cycle using barcoded tags and harvested into batches ready for processing. The processed product is then filled into its final packaging, labeled and recorded into the data management system. The system has a digital record from seed to sale enabling full audits of inventory and history to detect diversion or theft. All of the records of the system will be kept in the cloud on encrypted servers for a minimum of five years.

Trulieve has secured state-of the art extraction technology and will use an inert closed-loop Ethanol, Hydrocarbon, and CO2 extraction apparatus. These extraction techniques are proven, safe and reliable. The concentrated cannabis that is extracted will be infused into all of the derivative products for patient and adult consumption. The extract can be used in gel capsules, diluted into olive oil, coconut oil or infused into butters. The extract can also be diluted into an applicator for transdermal applications. Other routes of administration include Rick Simpson Oil ('RSO') which are typically sold in rather large plastic syringes without a metal tip and taken orally. Trulieve will offer a broad array of finished products so that consumers, registered patients and recommending physicians have options for preferred routes of administration. Before any product is

shipped or sold, a final potency test is conducted to ensure compliance with the Commission's third-party testing regulations.

A. The Extraction Process

Trulieve will utilize cannabis by-product of acceptable quality in the production of their products. Cannabis oil will be available to qualified registered patients in a pre-dosed, ready-to-use form and in further processed forms, or "derivative products" contained herein. Supercritical CO₂, Ethanol, and Hydrocarbon Extraction techniques are the primary extraction methods to be employed by the Trulieve processing unit, and will be conducted in an American Society of Mechanical Engineers ("ASME") certified closed loop systems and purged via vacuum ovens. The pressures utilized, the relatively low temperature of the process and the stability of these methods allow for most cannabinoids to be extracted with little damage or denaturing, creating clean end product free of harmful residual solvents. Trulieve will utilize this extraction equipment and is capable of fractionation, which will allow for the separation and isolation of cannabinoids, terpenes, resins and waxes within the cannabis plant for eventual processing or disposal. This will allow Trulieve to create hyper-specific product inputs for each derivative product produced allowing for selectively of specific compounds or enhancing Trulieve's ability to target products with specific cannabinoid profiles as part of its mission to provide adult-use consumers and qualified registered patients with high quality and consistent medical-grade cannabis.

B. Decarboxylation

The Processing Manager will ensure that all cannabis extract is appropriately decarboxylated prior to being used in the production of cannabis derivative products. Cannabis produces phytocannabinoids in a carboxylic acid form that are not orally or topically active at the CB₁ receptor sites, because they don't readily pass the blood brain barrier in their polar form.

IV. MARKETING AND PRICING

Trulieve will develop high quality products that will be recognized and sought after among adult-use dispensaries in Massachusetts. Our focus on branding and brand messaging, and our commitment to quality will differentiate our product in the marketplace.

V. FINANCIAL PROJECTIONS

Revenue		2020	2021	2022
Flower	70.24%	56,160,000	50,544,000	45,489,600
Extract	29.76%	23,796,864	23,796,864	23,796,864
Total Rev	100.00%	79,956,864	74,340,864	69,286,464

Expenses		2020	2021	2022
Cultivation	20.63%	16,495,101	15,336,520	14,293,798
Processing	12.60%	10,074,565	9,366,949	8,730,094
Security	0.92%	735,603	683,936	637,435
Transportation	0.50%	399,784	371,704	346,432
Maintenance	0.75%	599,676	557,556	519,648
Total Expenses	35.40%	28,304,730	26,316,666	24,527,408

		2020	2021	2022
Net Income	64.60%	51,652,134	48,024,198	44,759,056



Plan for Obtaining Liability Insurance

Trulieve Cannabis, Corp. (“Trulieve”) plans to contract with a Massachusetts-licensed insurance provider to obtain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Trulieve will consider additional coverage based on availability and cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Trulieve will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. Trulieve will maintain reports documenting compliance with 935 CMR 500.105(10).



Employee Qualifications and Training

I. INTRODUCTION

Trulieve Cannabis, Corp. (“Trulieve”) shall ensure that all marijuana establishment agents undergo and maintain comprehensive training prior to performing job functions, and at regular intervals during the course of employment. Training shall be tailored to the specific roles and responsibilities of the particular job functions of each marijuana establishment agent, and at a minimum shall include participation in a Responsible Vendor Program pursuant to 935 CMR 500.105(2)(b). Trulieve will require that all marijuana agents and staff receive and participate in, a minimum of, eight (8) hours of training annually.

II. COMPANY TRAINING PROGRAMS

Trulieve Training Policies shall be as follows:

- A. All owners, managers and employees that are involved in the handling and wholesale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training;
- B. All new employees involved in the handling and wholesale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hiring;
- C. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and wholesale of marijuana for adult use shall successfully complete the program once each year thereafter in order to maintain designation as a responsible vendor;
- D. Administrative employees who do not participate in the handling and wholesale of marijuana may voluntarily participate in the responsible vendor program; and
- E. Trulieve shall maintain records of responsible vendor training program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

III. RESPONSIBLE VENDOR PROGRAM

Trulieve shall ensure that its responsible vendor training program’s core curriculum includes the following minimum requirements and meets any other requirements of a Commission approved curriculum:

- A. Safety, Security and Rules and Regulations pertaining to Cultivation and Product Manufacturing, including sanitary procedures;
- B. Discussion concerning marijuana’s effect on the human body, with specific focus on:



1. Marijuana's physical effects based on type of marijuana product;
 2. Duration of physical effects; and
 3. Recognizing the signs of impairment.
- C. Diversion prevention and prevention of sales to minors;
- D. Compliance with all inventory tracking requirements;
- E. Acceptable forms of identification, with specific focus on:
1. Verifying identification;
 2. Spotting false identification;
 3. Confiscating fraudulent identifications;
 4. Common mistakes made in verification.
- F. Other state laws and regulations affecting owners, managers, and employees, which shall include:
1. Local and state licensing and enforcement;
 2. Incident and notification requirements;
 3. Administrative and criminal liability;
 4. License sanctions and court sanctions;
 5. Waste disposal;
 6. Health and safety standards;
 7. Patrons prohibited from bringing marijuana onto licensed premises;
 8. Permitted hours of sale;
 9. Conduct of establishment;
 10. Permitting inspections by state and local licensing and enforcement authorities;
 11. Licensee responsibilities for activities occurring within licensed premises;
 12. Maintenance of records;
 13. Privacy issues; and
 14. Prohibited purchases and practices.
- G. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

IV. ANTICIPATED PERSONNEL PLANS

At launch or shortly thereafter, the Trulieve plans to hire personnel to fill the following non-executive positions at its Holyoke cultivation and manufacturing facility:

- A. Head/Director of Cultivation
- B. Head/Director of Product Manufacturing/Head Chef
- C. Laboratory Director
- D. Facility Manager
- E. Human Resources Manager
- F. Cultivation Aide(s)



- G. Trimmer(s) and/or Manufacturing Aide(s)
- H. Security Manager
- I. Security Guard(s)



Maintaining of Financial Records

Trulieve Cannabis, Corp. (“Trulieve”) operating policies and procedures and robust recordkeeping procedures (see Trulieve’s companion Recordkeeping Procedures for greater detail) will ensure that its financial records are accurate and maintained in compliance with the Commission’s regulations at 935 CMR 500 *et. seq.* Trulieve’s financial records maintenance plan includes policies and procedures require the following:

- A. Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the 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.
- B. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including the keeping written business records available for inspection, and in accordance with Generally Accepted Accounting Principles (“GAAP”), which will include manual or, if possible, electronic records of: 1) statements assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- C. Additional written business records will be kept, including, but not limited to, records of: 1) compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16); 2) fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and 3) fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission’s regulations.
- D. Trulieve will not utilize software or other methods to manipulate or alter sales data.
- E. Trulieve will conduct a monthly analysis of equipment to confirm that no software has been installed that could be utilized to manipulate or alter sales data and Trulieve will maintain records that it has performed such monthly analyses.
- F. If Trulieve determines that software or other methods have been installed/utilized to manipulate or alter sales data, it will immediately disclose the information to



the Commission, cooperate in any resulting investigation, and take such other action directed by the Commission.

- G. Trulieve will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- H. Trulieve will employ separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.
- I. Trulieve shall maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).



Personnel Policies Including Background Checks

I. INTRODUCTION

Trulieve Cannabis Corp. (“Trulieve”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. At a minimum, Trulieve will maintain the following personnel records: 1) job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 2) personnel records for each marijuana establishment agent; 3) a staffing plan that will demonstrate accessible business hours and safe conditions; 4) personnel policies and procedures; and 5) all background check reports obtained in accordance with 935 CMR 500.030. Trulieve will employ marijuana agents to fill the following job roles for its cultivation and manufacturing facility in Holyoke:

- A. Head/Director of Cultivation
- B. Head/Director of Product Manufacturing/Head Chef
- C. Laboratory Director
- D. Facility Manager
- E. Human Resources Manager
- F. Cultivation Aide(s)
- G. Trimmer(s) and/or Manufacturing Aide(s)
- H. Security Manager
- I. Security Guard(s)

II. MARIJUANA AGENT PERSONNEL RECORDS

Personnel records for each marijuana agent (as defined in 935 CMR 500.002) will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Trulieve and will include, at a minimum, the following: 1) all materials submitted to the Commission pursuant to 935 CMR 500.030(2); 2) documentation of verification of references; 3) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the marijuana agent; 4) documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; 5) documentation of periodic performance evaluations; 6) records of any disciplinary actions taken; 7) notice of completed responsible vendor and eight-hour related duty training; 8) results of initial background investigation, including CORI reports; and 9) documentation of all security-related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident. These personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.



III. MARIJUANA AGENT BACKGROUND CHECKS

In addition to completing the Commission's agent registration process, all agents hired to work for Trulieve will undergo a detailed background investigation prior to being granted access to Trulieve's Holyoke cultivation and manufacturing facility or beginning work duties.

Background checks will be conducted on all agents in their capacity as employees or volunteers for Trulieve pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Trulieve will consider: 1) all conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction; 2) all criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability; and 3) where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.

Trulieve will make employment suitability determinations in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Trulieve will: 1) comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination; 2) consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802 - in the event a Presumptive Negative Suitability Determination is made, Trulieve will consider the following factors:

1. Time since the offense or incident;
2. Age of the subject at the time of the offense or incident;
3. Nature and specific circumstances of the offense or incident;
4. Sentence imposed and length, if any, of incarceration, if criminal;
5. Penalty or discipline imposed, including damages awarded, if civil or administrative;
6. Relationship of offense or incident to nature of work to be performed;
7. Number of offenses or incidents;
8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
9. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation,



- including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
10. Any other relevant information, including information submitted by the subject; and

3) consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Upon adverse determination for a particular applicant, Trulieve will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant does not dispute the contents of the report and no applicant-provided statement gives cause to alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Trulieve along with any legal notices required. All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 *et seq.* and guidance provided by the Commission.

Trulieve will cause its background screening to be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission. Any references provided by the marijuana agent will be verified at the time of hire. As deemed necessary, individuals to be hired for key Trulieve positions with unique and sensitive access (e.g., members of the executive team) will undergo additional screening, which may include interviews with prior employers and/or colleagues. As a condition of continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Registration Cards (as that term is defined in 935 CMR 500.002) annually and submit to other background screening as may be required by Trulieve or the Commission.

IV. STAFFING PLAN AND BUSINESS HOURS

A. Hiring and Recruitment

Trulieve's Human Resource Manager will engage the executive team and supervisory staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Trulieve's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

1. Equal Employment Opportunity Commission (EEOC) Compliance;



2. Trulieve's Diversity Plan;
3. Trulieve's Plan to Positively Impact Areas of Disproportionate Impact;
4. Background Checks and References;
5. Mandatory reporting of criminal convictions (and termination if necessary);
6. State and Federal Family Leave Act;
7. Workplace Safety Laws;
8. State and Federal Minimum Wage Requirements; and
9. Non-Disclosure and Non-Complete Agreements

B. Standards of Employee Conduct

Trulieve's mission is to provide a professional workplace free from harassment and discrimination for employees. Trulieve has a zero-tolerance policy on harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic contravenes Trulieve's Code of Conduct. A broad range of behavior could constitute harassment and/or discrimination. In general, harassment is any verbal or physical conduct that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; 2) as the purpose or effect of unreasonably interfering with an individual's work performance; or 3) adversely and unjustifiably affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Furthermore, harassing or discriminatory behavior of non-employees directed at Trulieve employees or customers also is condemned and will be promptly addressed.

1. Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. The Holyoke Police Department and other law enforcement authorities, as applicable, will be contacted immediately in the case of a violent event. Weapons are not permitted at Trulieve's Holyoke cultivation and manufacturing facility by employees, customers, or any other parties. Agents (including employees) found carrying weapons at Trulieve's Holyoke facility will be immediately terminated. Vendors or other visitors to the facility found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

2. At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship



at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

3. Workplace Attire

The required attire for registered marijuana agents at Trulieve's cultivation and manufacturing facility varies based upon required duties. New hire training will define appropriate attire for each role and Trulieve's Human Resources Manager will be responsible for ensuring compliance with all requirements is met.

4. Business Hours

Monday: 8AM – 11PM
Tuesday: 8AM – 11PM
Wednesday: 8AM – 11PM
Thursday: 8AM – 11PM
Friday: 8AM – 11PM
Saturday: 8AM – 11PM
Sunday: 8AM – 11PM

V. OVERVIEW OF PERSONNEL POLICIES AND PROCEDURES

A. Standard Employment Practices

Trulieve values and encourages the contributions of its management and staff positions. Trulieve intends to be a market leader in workplace satisfaction by offering competitive wage and benefits packages and nurturing a corporate culture that values meaningful work-life balance, complete transparency and accountability and service to the Holyoke community.

1. Advancement

The organization will be structured flatly, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be conditions for any promotions or pay increases. Trulieve pledges to be an equal opportunity employer and advancer of its employees. *See* Trulieve's Diversity Plan for greater detail.

2. Written Policies

Trulieve's written policies will address, *inter alia*, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000



et. seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline. Furthermore, in accordance with 935 CMR 500.105(1), Trulieve's written policies will address and confirm the company's commitment to an alcohol, smoke and drug free work environment.

3. Investigations

Trulieve will develop policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay remain compliant with 935 CMR 500.000 *et. seq.*

4. Designated Outside Counsel

Trulieve may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

VI. JOB STATUS

A. Job Classifications

Employee positions at Trulieve are categorized by rank and by department. Trulieve's executive team oversees the overall success toward achieving the company's mission and is responsible for ensuring that all departments are appropriately executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management/Supervisors, and Non-Management Employee Staff.

B. Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position¹. Schedules will be set according to the needs of each department as determined by the applicable department manager and the supervising executive manager. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. The department manager will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

¹ Trulieve may offer internships, which may either be part-time or full-time depending on the development of Trulieve's internship training program and the company's then-existing staffing needs. *See* Trulieve's Plan to Positively Impact Areas of Disproportionate Impact for greater details.



C. Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring facility meeting on a quarterly basis. All full-time employees will be notified of their required attendance. Trulieve will also organize and encourage employee participation in community service activities in Holyoke. Trulieve pledges to pay employees for up to two community service days per calendar.

D. Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth of Massachusetts.

E. Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year of employment and at 6-month intervals thereafter. A written review will be provided to, and signed by, the employee under review. Reviews must be retained in each employee's personnel file and treated as a personnel record in accordance with Trulieve's Recordkeeping Policies. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

F. Leave Policies

Trulieve leave policies will comply with all applicable state and federal laws. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. Trulieve will determine which holidays will be observed and which departments will not be required to work. Trulieve adheres to Family Medical Leave Act regulations. Additional unpaid personal leave must be approved by the department manager.

Trulieve anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King, Jr. Day;
- Spring Holiday;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

VII. DISCIPLINARY POLICIES

A. Purpose



Trulieve's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below have been designed for consistency with Trulieve's organizational values, best practices, and employment laws.

Trulieve reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense – each offense will be reviewed and remediated on a case-by-case basis. The level of disciplinary intervention may also vary. The procedure outlined below is intended to provide guidance to Trulieve's Human Resources Manager and executive management team and not bind them in any given disciplinary scenario. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on Trulieve's organization.

B. Procedure

Step 1: First Written Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Second Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Trulieve recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Trulieve management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including



termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Trulieve will endeavor to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Trulieve reserves the right to combine and skip steps depending upon the circumstances and severity of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Notwithstanding the foregoing, nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Trulieve and its employees.



C. Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

D. Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to the Hokyoke Police Department or other law enforcement authorities. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and are grounds for immediate termination. In addition, any employee determined to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor shall be immediately terminated.

E. Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

VIII. SEPARATION OF EMPLOYMENT

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Trulieve, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

A. Types of Separation

1. **Resignation:** Resignation is a voluntary act initiated by the employee to end employment with Trulieve. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.



2. Retirement: An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Trulieve to give special recognition to valued employees at the time of their retirement.
3. Job Abandonment: An employee who fails to report to work or contact his or her supervisor for three (2) consecutively scheduled workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the third day. The department manager will notify the Human Resources Manager at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
4. Termination: Employees of Trulieve are employed on an at-will basis, and the company retains the right to terminate an employee at any time.
5. Reduction in Workforce: An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.
6. Release: Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

B. Exit Interview

The separating employee will contact Trulieve's Human Resources Manager as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

C. Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, facility access cards, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

D. Termination of Benefits



An employee separating from Trulieve is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Any accrued vacation and/or accrued sick leave will be paid in the last paycheck.

E. Health Insurance

Health insurance terminates on the last day of the month of employment, unless the employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

F. Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam and current registration with the Commission, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits. An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

IX. COMPENSATION

Trulieve believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work provided. Trulieve intends to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

A. Selection Criteria

1. The compensation system will price positions to market by using local, national, and marijuana-industry specific survey data.



2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana-industry job directly comparable to similar jobs at Trulieve, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

B. Responsibilities

The executive management team will possess final approval authority over Trulieve's compensation system.

1. On an annual basis the executive team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

C. Management Responsibility

1. Trulieve's CEO is charged with ensuring that the Holyoke cultivation and manufacturing facility is staffed with highly-qualified, fully-competent employees and that all company programs are administered within appropriate guidelines and within the approved budget.



2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. Trulieve's CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.



Plan for Restricting Access to Age 21 and Older

Trulieve Cannabis Corp. (“Trulieve”) will remain vigilant in limiting access to its Holyoke cultivation and manufacturing facility to only those individuals who are authorized by law to be present at the facility. Most notably, access to Trulieve’s Holyoke cultivation and manufacturing facility shall be strictly limited to individuals age 21 or older who possess a valid, non-expired, government-issued photo identification verifying their age. In other words, in accordance with 935 CMR 500.002, all visitors to Trulieve’s Holyoke facility will be 21 years of age or older. In addition, all Trulieve agents shall be age 21 or older, and Trulieve will require all visitors to present government-issued photo identification to verify their age. In the event that Trulieve 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. Trulieve commits to complying with any future Commission guidance with respect to best practices in preventing access to individuals under the age of 21.

Although Trulieve will not be marketing directly to consumers from its Holyoke cultivation and manufacturing facility, Trulieve will take all possible measures to ensure that its products reach intended recipients, which will only be Commission-licensed retailers. Furthermore, Trulieve will develop robust processes and protocols to verify that the retailers to which it sells its products are compliance with the customer identification requirements articulated in 935 CMR 500.000 *et seq.*

Trulieve’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 marijuana or marijuana products. Trulieve’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.



Quality Control and Testing Procedures

I. INTRODUCTION

Trulieve Cannabis Corp. (“Trulieve”) is dedicated to producing the highest quality marijuana and marijuana products for the Commonwealth consumers. That commitment to quality requires that Trulieve: 1) maintain safe and sanitary working conditions; 2) hold its employees to the highest sanitation standards; and 3) ensure that its products are properly tested for contaminants.

II. TESTING OF MARIJUANA

- A. Trulieve shall engage a commission-certified Independent Testing Laboratory to test its marijuana and marijuana products in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the Massachusetts Department of Public Health (“DPH”) and to test its environmental media (e.g., soils, solid growing media, and water) in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.
- B. Trulieve will never market or sell marijuana or marijuana product that is not capable of being tested by Independent Testing Laboratories (except as allowed under 935 CMR 500.000).
- C. Trulieve will utilize the Independent Testing Laboratory to conduct testing for contaminants as required by the Commission, including for mold, mildew, heavy metals, plant-growth regulators, and pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. Testing records shall be maintained for no less than one year.
- D. In accordance with 935 CMR 500.105(3), Trulieve shall provide written notification within seventy-two (72) hours to the Commission of any testing results indicating that its marijuana or marijuana products’ contaminant levels are above the acceptable limits identified in 935 CMR 500.160(1), that contamination cannot be remediated, and must be disposed of. Trulieve shall also ensure that its Independent Testing Laboratory will notify the Commission of such results. In its written notification to the Commission, Trulieve shall offer a proposed plan to destroy the contaminated product and to identify and remediate the source of contamination.
- E. All transportation of marijuana and marijuana products to and from an Independent Testing Laboratory shall be secure and in compliance with 935 CMR 500.105(13).
- F. Following testing, all excess marijuana shall be disposed of in compliance with Trulieve’s Disposal Policy and 935 CMR 500.105(12), either by the Independent



Testing Laboratory returning the excess marijuana to Trulieve for disposal or by the Independent Testing Laboratory disposing of it directly, in compliance with Commission regulations.

- G. Consistent with 935 CMR 500.120(6), Trulieve shall provide documentation of compliance or lack thereof, as the case may be, for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

III. HANDLING OF MARIJUANA & SANITATION

Trulieve shall handle and process¹ marijuana and marijuana products in a safe and sanitary manner. In that regard, Trulieve shall implement the following policies:

- A. Trulieve shall process the leaves and flowers of the female marijuana plant only. Such leaves and flowers shall be: 1) well cured and generally free of seeds, stems, dirt, sand, debris, mold, rot, other fungus, and bacterial diseases; 2) prepared and handled on food-grade stainless steel tables; and 3) packaged in a secure area within Trulieve's Holyoke cultivation and manufacturing facility in advance of transport to Trulieve's Northampton retail facility; and
- B. Any Trulieve agent whose job includes contact with marijuana or nonedible marijuana products shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements; maintain adequate personal hygiene; and wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Trulieve shall provide all such agents with readily-accessible hand-washing and drying facilities in all areas where good sanitary practices require employees to wash and sanitize their hands.

IV. SANITATION PROCEDURES

Trulieve shall implement the following policies and procedures to ensure that the highest levels of cleanliness are maintained at its Holyoke cultivation and manufacturing facility:

- A. In accordance with 935 CMR 500.105(3), provide adequate space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

¹ Upon licensure from the Commission, Trulieve will also be operating a Retail facility based in nearby Northampton, MA. Trulieve will employ safe and sanitary handling procedures at each phase of its vertically-integrated distribution chain.



- B. In accordance with 935 CMR 500.105(3), all floors, walls, and ceilings shall be constructed in such a manner so that they may be adequately kept clean and in good repair;
- C. Building construction shall allow for adequate cleaning and repair of equipment, limited access areas and the entire facility;
- D. Remove and dispose of litter and waste, in a manner consistent with 935 CMR 500.105(12), to prevent the development of odor and minimize the potential for the waste attracting and harboring pests;
- E. Ensure that the facility is constructed in a manner that allows surfaces to be kept clean and in good repair;
- F. Provide ample lighting in all areas where marijuana is processed and stored and where equipment or utensils are cleaned;
- G. Purchase equipment, contact surfaces and utensils that are designed to allow adequate sanitization;
- H. Maintain all contact surfaces in a clean and sanitary condition, cleaning them as frequently as necessary to protect against contamination. All cleaning of contact surfaces will be performed with a sanitizing agent registered by the U.S. Environmental Protection Agency (“EPA”);
- I. Clearly label any toxic item and store them in a manner that protects against contamination of marijuana products;
- J. Maintain a safe, potable, and adequate water supply, with plumbing that is adequately designed and installed to carry sufficient quantities of water throughout the facility, and to convey sewage and liquid disposable waste from the facility;
- K. Provide agents with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair; and
- L. Store products that can facilitate the rapid growth of undesirable microorganisms in a manner that prevents such growth.

V. OTHER CONTROL PROCEDURES

- A. Trulieve shall store and transport products under conditions that protect against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers. This includes ensuring that vehicles and transportation equipment provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation.



- B. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.
- C. Finally, Trulieve shall ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - 1. Well cured and generally free of seeds and stems;
 - 2. Free of dirt, sand, debris, and other foreign matter;
 - 3. Free of contamination by mold, rot, other fungus, and bacterial diseases; Prepared and handled on food-grade stainless steel tables; and
 - 4. Packaged in a secure area.



Recordkeeping Procedures

I. INTRODUCTION

Trulieve Cannabis Corp. (“Trulieve”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Trulieve intends to maintain all records, to the extent feasible, in electronic form. If physical records are used, they will be stored at Trulieve’s Holyoke cultivation and manufacturing facility in a locked room designated for record retention. All written and electronic records will be available for inspection by the Commission upon request in accordance with 935 CMR 500.300(1).

II. RECORDKEEPING PROCEDURES

All records will be maintained in accordance with Generally-Accepted Accounting Principles (“GAAP”). In order to ensure that Trulieve’s recordkeeping practices remain compliant with the specific requirements of 935 CMR 500.030, executive management team review of Corporate Records, Business Records, and Personnel Records for completeness, accuracy, and timeliness of such documents will occur as part of Trulieve’s quarter-end closing procedures. Trulieve will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations and herein below. In addition, Trulieve will update its internal operating procedures on regular basis, as needed and under the supervision of the executive management team in order to ensure the safe and compliant keeping of records. Trulieve’s internal operating procedures will provide for the safe and compliant keeping and maintenance of the following critical enterprise records:

- A. Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals. These records include:
 - 1. Insurance Coverage Records (including: Directors & Officers Policies, Product Liability Policies; General Liability Policies, Umbrella Policies, Workers Compensation Policies and Employer Professional Liability Policies);
 - 2. Third-Party Contracts;
 - 3. Commission Required Registrations (including: Annual Agent Registration(s) and Annual Marijuana Establishment Registration);
 - 4. Local Compliance Documents (including: Certificate of Occupancy, Special Permits, Variances, Site Plan Approvals and As-Built Drawings); and
 - 5. Corporate Governance Filings (including: Annual Reports and Secretary of State Filings).
- B. Business Records: as are required by 935 CMR 500.105(9)(e). Trulieve will keep these records in electronic form, of possible, so that Trulieve can efficiently



produce the records for inspection by the Commission. Trulieve's business records include: 1) statements of assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Trulieve, including members, if any.

C. Personnel Records: will include at least: 1) job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions; 2) a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; 3) personnel policies and procedures; 4) all background check reports obtained in accordance with 935 CMR 500.030; and, finally, 5) a personnel file for each marijuana establishment agent. Trulieve will maintain such personnel files for at least twelve (12) months after termination of the agent's or employee's affiliation with Trulieve. Trulieve's personnel files will include for each agent, at a minimum, the following:

1. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
2. Documentation of verification of references;
3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the agent;
4. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
5. Documentation of periodic performance evaluations;
6. A record of any disciplinary action taken; and
7. Notice of completed responsible vendor and eight-hour related duty training.

D. Agent Training Records: Trulieve will maintain documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s). Trulieve will maintain records of responsible vendor trainings of agents for at least four (4) years.

E. Written Operating Policies and Procedures: policies and procedures related to Trulieve's operations will be updated by the executive management team on an ongoing basis as needed and undergo a review by the executive management team



on an annual basis. Written operating policies and procedures will include the following:

1. Security measures in compliance with 935 CMR 500.110;
2. Agent security policies, including personal safety and crime prevention techniques;
3. A description of Trulieve's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;
4. Storage of marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various strains of marijuana to be cultivated and processed/manufactured;
6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained;
12. Policy for the immediate dismissal of any dispensary agent who has: 1) diverted marijuana (which diversions will be reported the Holyoke Police Department and to the Commission); 2) engaged in unsafe practices with regard to Trulieve's cultivation or manufacturing operations, which will be reported to the Commission; or 3) been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority;
13. A list of all Trulieve executives and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Trulieve's website;
14. Policies and procedures for the handling of any cash on Trulieve's premises including but not limited to storage, collection frequency and transport to financial institution(s);
15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
16. Policies and procedures for energy efficiency and conservation that will include: 1) identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and



energy efficiency measures), and a plan for implementation of such opportunities; 2) consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable; 3) strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and 4) engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

- F. Handling and Testing of Marijuana Records: Trulieve will maintain the results of all testing for a minimum of one (1) year.
- G. Inventory Records: the record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory in accordance with 935 CMR 500.105(8)(d).
- H. Seed-to-Sale Tracking Records: In accordance with 935 CMR 500.105(8) & (9), Trulieve will use METRC as its primary seed-to-sale tracking software and will use Viridian Services Software (“Viridian”) as its secondary seed-to-sale tracking software in order to maintain real-time inventory records. Both METRC and Viridian inventory reporting meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. Trulieve’s tracking software will enable tag and track all marijuana seeds, clones, plants, and marijuana products in compliance with the seed-to-sale methodology in a form and manner approved by the Commission.
- I. Waste Disposal Records: when marijuana or marijuana products are disposed of, Trulieve will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Trulieve agents present during the disposal or handling, with their signatures in compliance with 935 CMR 500.105(12). Trulieve will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- J. Incident Reporting Records: within ten (10) calendar days, Trulieve will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the



investigation, the findings, resolution (if any), confirmation that the Holyoke Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Trulieve for no less than one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- K. Visitor Records: a visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- L. Security Records: Trulieve will maintain a current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- M. Transportation Records: Trulieve will retain all transportation manifests (which, in each instance, will be created in accordance with 935 CMR 500.105(13)(f)) for a minimum of one (1) year and make them available to the Commission upon request.
- N. Closure: In the event that Trulieve's Holyoke cultivation and manufacturing facility closes, all records will be kept for at least two (2) years at Trulieve's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Trulieve will communicate with the Commission during the closure process and accommodate any additional requests that the Commission or other Commonwealth agencies may have.



Diversity Plan

I. INTRODUCTION

Trulieve Cannabis Corp.'s ("Trulieve") Diversity Plan operates in tandem with its Plan to Positively Impact Areas of Disproportionate Impact. Trulieve is committed to developing and maintaining a robust policy of inclusivity and diversity at its Holyoke, MA cultivation and manufacturing facility and to hiring a workforce that is representative and as diverse as the surrounding community. Driving this institutional commitment is the recognition that diversity in the workforce is a critical aspect of Trulieve's contribution to the city of Holyoke. Trulieve will foster a diverse culture and pledges to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ individuals. In addition, it will make best efforts to employ and advance in employment qualified and diverse people at all levels within the company. Trulieve is especially aware of the strong and vibrant Latino community in Holyoke. As of the 2010 census, almost 50% of the city's residents identified as Hispanic/Latino. Trulieve's diversity policies will, of course, seek to empower and support this significant community in Holyoke.

II. DIVERSITY GOALS

Trulieve will develop a diverse and representative workforce through community partnerships and community engagement efforts. Trulieve will develop and maintain a diverse, aware and inclusive working environment through its: 1) hiring practices; 2) employee retention and advancement policies; and 3) new employee training program. These policies, in concert with Trulieve's community partnerships, should ensure that Trulieve is able to hire, at its Holyoke cultivation and manufacturing facility, a workforce comprised of at least 50% diverse individuals. Trulieve's goal is to hire:

- 30-50% Latino Employees
- 40-50% Women Employees
- 5-10% LGBTQ+ Employees
- 5-10% Veteran Employees
- 0-10% African American Employees

Trulieve acknowledges that the progress and success of this Diversity Plan will be documented one year from provisional licensure and each year thereafter.

III. DIVERSITY PROGRAMS

As part of its diversity hiring initiative, Trulieve will regularly assess the language barriers to entry for both job applicants and persons expressing interest in employment opportunities during community job fairs. Notably, almost 50% of Holyoke's residents speak a language other than



English at home.¹ For Trulieve to truly become a community partner in Holyoke, it must be able to engage and connect with residents in languages other than English. In that regard, Trulieve has partnered with the OneHolyoke Community Development Corporation (“OneHolyoke”), headquartered in Holyoke. OneHolyoke is a private, non-profit organization which has traditionally dedicated itself to improving housing for low- and moderate-income Holyoke residents. In recent years, OneHolyoke has expanded its community service outreach, and launched efforts to collaborate with many city agencies and nonprofits that go beyond brick and mortar projects. This partnership with OneHolyoke best positions Trulieve to identify and hire members of Holyoke’s Latino community, and also ensure that its communications and community engagement efforts are appropriately tailored to Holyoke’s Spanish-speaking residents.

In addition, Trulieve’s regular participation at community job fairs in Holyoke and the Pioneer Valley will also ensure that a diverse pool of applicants is aware of employment opportunities within the company. Within Trulieve’s first year of operations in Holyoke, it will participate in at least 3 jobs fairs in either Holyoke or nearby areas.

Trulieve has partnered with Holyoke Community College (“HCC”) to support HCC’s Center for Cannabis Education (the “Center”), especially in regard to dissemination of general information on the industry to the public. Trulieve also will fund (in an amount of \$10,000) and assist efforts of the Center. Additionally, Trulieve will work with the Center on the development of cannabis occupational trainings including but not limited to curriculum development, participant referrals, internships and job recruitment opportunities. This will potentially include the development of a cannabis-industry curriculum to ensure a pipeline of educated and qualified job candidates are entering the workforce at a time of great expansion in the cannabis industry. Lastly, Trulieve will assist HCC in developing a cannabis-industry curriculum. Trulieve will work with HCC to locate and recruit qualified diverse candidates for management and other skill positions.

Trulieve is also committed to promoting equity in Holyoke. Although Trulieve cannot yet forecast its future job postings, Trulieve will make all such postings available through OneHolyoke. In order to ensure and maintain a diverse staff of employees, Trulieve will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth and to decrease turnover. Trulieve will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Although Trulieve cannot yet forecast future opportunities for promotion within the company, the Human Resources Manager will ensure that such opportunities are communicated to diverse employees and that Trulieve’s diverse employees are developing the skills and institutional knowledge necessary to advance within the company’s corporate structure. In that regard, Trulieve will also provide all employees with equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs (either internally, or in partnership with community partners or other job training vendors) to assist all employees in their career development.

¹ <https://www.census.gov/quickfacts/holyokecitymassachusetts>.



Trulieve will instill its commitment to diversity in new employees from day one of operations at its Holyoke cultivation and manufacturing facility. Trulieve will develop a robust diversity training program for all new employees. This program will require that all employees undergo diversity awareness and anti-bias training in accordance with industry best practices. Trulieve's diversity and anti-bias training will emphasize the company's zero-tolerance commitment against harassment and discrimination in the workplace and the company's unwavering pledge to take corrective action should any issues, concerns, or complaints arise. All employees will be required to undergo diversity and anti-bias training at least annually.

To ensure an inclusive and aware workforce, all employees will be encouraged to report all incidents of harassment and discrimination to Trulieve's Human Resources Manager. The Human Resources Manager shall report all complaints to the Trulieve executive team. The Trulieve executive team will take any necessary action to enforce the company's zero-tolerance commitment against harassment and discrimination in the workplace.

IV. DIVERSITY MEASUREMENT

Trulieve will develop policies to regularly analyze the effectiveness of its diversity training and diversity hiring/employee advancement programs. As part of that regular analysis, Trulieve's Human Resources Manager will annually audit all job applications received by the company to ensure that the company is attracting interest from a diverse population of applicants which includes minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. The Human Resources Manager will also audit all new hiring decisions to ensure that the company's commitment to a diverse and inclusive work environment is reflected in its hiring decisions and employee profile. The Human Resources Manager will report the results of these audits to the Trulieve executive team at least once per year in the form of an Annual Diversity Audit Report. The executive team will annually review the results of the report and determine whether the company's diversity policies have yielded a staff that reflects the diverse community of Holyoke, and give special attention to ensuring that Trulieve's workforce reflects the substantial Latino community in the city. The executive team shall amend and update the Trulieve diversity training and/or diversity hiring/employee advancement programs as necessary to ensure that the policies have yielded a diverse workforce that reflects Holyoke.

Trulieve's long-term goal is a minimum of 50% diverse (i.e., minorities, women, veterans, people with disabilities, and LGBTQ+ individuals) employees at its Holyoke cultivation and manufacturing facility by year 5 of operations. Trulieve's Human Resources Manager will oversee progress toward this long-term hiring goal by obtaining, at least annually, employee biographical data through self-identifying surveys. This will permit Trulieve's Human Resources Manager to measure progress toward Trulieve's diversity hiring goals. Trulieve's Human Resources Manager will annually report progress to the executive team and ensure that Trulieve meets its long-term diversity hiring goal. Furthermore, the Human Resources Manager is responsible for ensuring that Trulieve meets the following intermediate goals in years 1-4 of operation:

Commencement of Operations: minimum 25% diverse individual employment.



End of Year 1: minimum 30% diverse individual employment.

End of Year 2: minimum 35% diverse individual employment.

End of Year 3: minimum 40% diverse individual employment.

End of Year 4: minimum 50% diverse individual employment.

These short-term metrics and oversight by Trulieve’s Human Resources Manager will ensure that Trulieve is regularly evaluating progress toward its diversity hiring goals for its Holyoke cultivation and manufacturing facility and employing corrective actions if intermediary targets are not met.

V. DIVERSITY PLAN ACKNOWLEDGMENTS

Trulieve pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Trulieve likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Trulieve will violate the Commission’s regulations with respect to limitations on ownership or control or any other applicable state laws.

The Kittredge Center for Business and Workforce Development
303 Homestead Avenue
Holyoke, MA 01040
P: 413.552.2500
F: 413.552.2745



October 1, 2019

Steven Hoffman, Chair
Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

Re: Relationship with Trulieve Cannabis, Corp.

Dear Chair Hoffman and Commissioners:

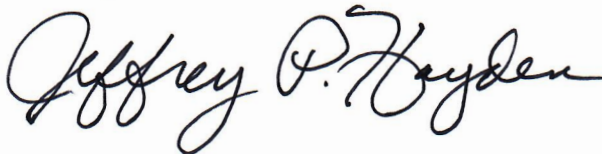
Please consider this letter to be confirmation of Holyoke Community College's (HCC) desire to work collaboratively with Trulieve Cannabis, Corp. ("Trulieve") to positively impact the City of Holyoke, specifically the job seekers in our community. HCC has a seventy-plus year history of experience and commitment, through credit degree and certificate programs and through workplace skills and credential programs in helping build a technically-skilled and capable workforce in the Pioneer Valley. With that commitment in mind, we are happy to work with local companies that are likewise committed to investing in the adult and young adult workforce of Holyoke and the surrounding areas, especially the unemployed, underemployed, those with limited work experience and educational attainment. Trulieve has offered to do the following, and HCC will develop a partnership with Trulieve to:

1. Support the HCC Center for Cannabis Education, a partnership with Cannabis Community Care Research Network (C3RN) especially in regard to the dissemination of general information on the industry to the public;
2. Support the efforts of the Center to support Social Equity participants;
3. To work with the Center on the development of Cannabis occupational trainings including but not limited to curriculum development, participant referrals, internships and job recruitment opportunities. This will potentially include the development of a cannabis-industry curriculum to ensure a pipeline of educated and qualified job candidates are entering the workforce at a time of great expansion in the cannabis industry;
4. Offer space to host jobs fairs in Holyoke and Northampton to identify Holyoke residents and/or HCC students – who will be confirmed through age verification and student records are aged 21 or older – who are interested in employment opportunities in the cannabis industry; and,

5. Potentially develop a cannabis-industry curriculum to ensure a pipeline of educated and qualified job candidates are entering the workforce at a time of great expansion in the cannabis industry.

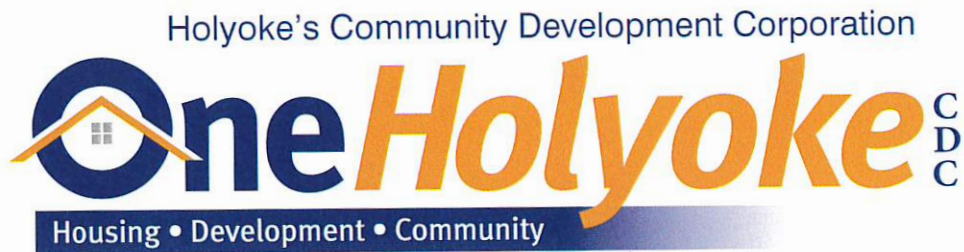
Please do not hesitate to reach out to me with any questions or if you require any additional information.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey P. Hayden". The signature is written in a cursive, flowing style.

Jeffrey P. Hayden, VP
Business and Community Services

Cc: Dr. Marion McNabb
Cannabis Community Care Research Network



September 19, 2019

Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

Re: Relationship with Trulieve Cannabis, Corp.

Dear Commissioners:

Please consider this letter to be confirmation of OneHolyoke Community Development Corporation's ("OneHolyoke") agreement to work collaboratively Trulieve Cannabis, Corp. ("Trulieve") to positively impact the City of Holyoke. As you may know, we are a private nonprofit organization, originally dedicated to improving housing for low- and moderate-income Holyoke residents. In recent years, we have expanded our community service outreach and launched efforts to collaborate with many city agencies, nonprofits and other entities that go beyond brick and mortar projects. In that regard, we are excited to work with Trulieve to help expand access into the state's burgeoning cannabis industry to diverse residents of Holyoke, and those disproportionately impacted by controlled substances law enforcement. More specifically, we will be assisting Trulieve with:

1. Hosting jobs fairs in Holyoke that identify Holyoke residents who are interested in employment opportunities in the cannabis industry;
2. Providing support for Trulieve's programs to hire persons with low-level convictions for controlled substances act violations;
3. Providing support for Trulieve's sponsorship of expungement services in locations throughout Holyoke where persons with qualifying convictions for controlled substances act violations can receive the instruction they need to have their records expunged; and
4. Helping identify candidates (who will be verified by identification to be aged 21 or older) for Trulieve's internship training program.

Additionally, Trulieve has offered and OneHolyoke gratefully accepted a \$5,000 donation to support our efforts. We believe that working together with Trulieve to ensure that the benefits of the Commonwealth's cannabis industry improve and uplift the lives of Holyoke residents perfectly aligns with our core mission. Please do not hesitate to reach out to me with any questions.

Sincerely,

Michael Moriarty, Executive Director