



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282981
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: 216 North King Street
Business City: Northampton Business State: MA Business Zip Code: 01060
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: 14.51
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: 12.34 Percentage of Ownership:

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 2

Percentage of Control: 100 Percentage of Ownership:

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:

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 3

Percentage of Control: 11.79

Percentage of Ownership:

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: 12.69

Percentage of Ownership:

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., direct 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 Operations 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 Cannabis Corp.		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: 216 North King Street

Establishment Address 2:

Establishment City: Northampton

Establishment Zip Code: 01060

Approximate square footage of the establishment: 3800

How many abutters does this property have?: 10

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Northampton HCA Certification Page.pdf	pdf	5d76c05032375f1de7f6ec3f	09/09/2019
Community Outreach Meeting Documentation	Combined Community Outreach Meeting Attestation Form and Exhibits.pdf	pdf	5d76c3ae8906c11df69ca7e4	09/09/2019
Plan to Remain Compliant with Local Zoning	Trulieve Plan to Remain Compliant with Local Zoning.pdf	pdf	5d76c3c7629a272281d31dcf	09/09/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	RFI (2) - Revised Trulieve Plan_to_Positively_Impact_Areas_of_Disproportiona....pdf	pdf	5e85121bd29ad93571596566	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:
Kimberly

Last Name: Rivers

Suffix:

RMD Association:

Date generated: 12/03/2020

Page: 6 of 11

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: 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:

RMD Association: RMD

Owner

Background Question: no

Individual Background Information 4

Role: Other (specify) 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

Date generated: 12/03/2020

Page: 7 of 11

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 or Entity Owns More Than 10% of Telogia Pharm LLC

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

Date generated: 12/03/2020

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 Kopus LLC

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 Shady Leaf Holdings, LLC

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.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Life Essence Articles of Conversion.pdf	pdf	5d76c620271f0d1dcaf31c71	09/09/2019
Bylaws	Life Essence - Bylaws (for profit MA corp).pdf	pdf	5d76c627d4b61e1ddc08d6b5	09/09/2019
Department of Revenue - Certificate of Good standing	Life Essence, Inc. - DOR Certificate of Good Standing.pdf	pdf	5df19ba1ef24345344e4cfe6	12/11/2019
Secretary of Commonwealth - Certificate of Good Standing	Life Essence, Inc - SOC Certificate of Good Standing..pdf	pdf	5df2bc0838f8ab571d6e096c	12/12/2019
Secretary of Commonwealth - Certificate of Good Standing	RFI Revised - MA UA Cert of Compliance 01.22.20.pdf	pdf	5e6f7e4c81ed8a355b8d495b	03/16/2020
Secretary of Commonwealth - Certificate of Good Standing	RFI Revised - Secretary of the Commonwealth Summary Page.pdf	pdf	5e6f7e5a2b97cf38fa371d01	03/16/2020

No documents uploaded

Massachusetts Business Identification Number: 001353830

Doing-Business-As Name: Trulieve

DBA Registration City: Northampton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Trulieve Timeline to Commence Operations.pdf	pdf	5d76c675af9d6f1dd58a2a1b	09/09/2019
Plan for Liability Insurance	Trulieve Plan for Obtaining Liability Insurance.pdf	pdf	5d76c698d8b08e1dbf144ecf	09/09/2019
Business Plan	Revised Trulieve Dispensary Business Plan (Northampton).pdf	pdf	5df269c1fe65bd57506ffe59	12/12/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Trulieve Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5d76c6a138be9e227ac53d77	09/09/2019
Separating recreational from medical operations, if applicable	Trulieve Plan for Separating Medical Operations (Retail).pdf	pdf	5d76c6aad4b61e1ddc08d6bb	09/09/2019
Restricting Access to age 21 and older	Trulieve Plan to Restrict Access 21 or Older.pdf	pdf	5d76c6b17e918b22a66c01ba	09/09/2019
Prevention of diversion	Trulieve Prevention of Diversion Plan (Retail).pdf	pdf	5d76c6c30473c3226f35c738	09/09/2019
Maintaining of financial records	Trulieve_Maintaining_of_Financial_Records.pdf	pdf	5d76c7307e918b22a66c01c2	09/09/2019
Qualifications and training	Trulieve Employee Qualifications and Training Plan.pdf	pdf	5d76c7448470d4229ba456ec	09/09/2019
Storage of marijuana	Trulieve Storage Plan.pdf	pdf	5d76c77daf9d6f1dd58a2a21	09/09/2019
Quality control and testing	Revised Trulieve Quality Control and Testing Procedures (Northampton).pdf	pdf	5df26a0f0aa7ba5339f6ae26	12/12/2019
Transportation of marijuana	Revised Trulieve Transportation of Marijuana Plan (Northampton).pdf	pdf	5df26a30bb37d053183dcc77	12/12/2019
Dispensing procedures	RFI - Revised Trulieve Dispensing Procedures (Northampton).pdf	pdf	5e6be7b75f1da0353e2aecee	03/13/2020
Inventory procedures	RFI - Revised Trulieve Inventory Procedures (Northampton).pdf	pdf	5e6be7c4f0445c357cb0321f	03/13/2020
Personnel policies including background checks	RFI - Revised Trulieve Personnel_Policies_Including_Background_Checks (Northampton).pdf	pdf	5e6be7d4f0445c357cb03223	03/13/2020
Security plan	RFI - Revised Trulieve Security Plan (Northampton).pdf	pdf	5e6be8a0482e703583b772b2	03/13/2020
Record Keeping procedures	RFI - Revised Trulieve_Record_Keeping_Procedures (Northampton).pdf	pdf	5e6be8bd961ad539052b9db2	03/13/2020
Diversity plan	RFI (2) - Revised Trulieve_Diversity_Plan (Northampton).pdf	pdf	5e8512c3172cbc354597561a	04/01/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

Commission.: I Agree

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

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

I Agree

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 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

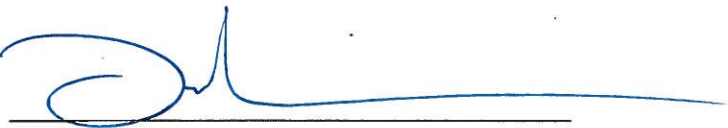
I, Jesse Alderman, Esq., (insert name) certify as an authorized representative of Life Essence, Inc. (insert name of applicant) that the applicant has executed a host community agreement with City of Northampton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on October 3, 2018 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, DAVID J. NARKEWICZ, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF NORTHAMPTON (insert name of host community) to certify that the applicant and CITY OF NORTHAMPTON (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on OCTOBER 3, 2018 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

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 July 9, 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 June 28, 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 July 2, 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 June 26, 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.



MERCHANDISE

Fast Action Ads

PENN HOUSE njtestand/drawers cherry wood \$95 (413) 636-3906

CRAFTSMAN GAS ENGINE 27CC Weedwacker \$30 OBO (413) 549-6814

OLD TOWN FIBERGLASS CANOE AND 2 PADDES \$375 (413) 369-4287

TAGALONG BIKES Adams Trail-A-Bike, with back rest. \$40 (413) 665-4749

SPRUCE POLES - 5'X6'. LARGE AMOUNT. TAKE WHAT YOU NEED.

BATHTUB CLAW FOOT Good condition \$200 or B/O (413) 270-1037

LADIES SPAULDING CLUBS w/ Blk leather bag. \$150 (413) 665-2925

DRINKING GLASSES Regular/ juice/milk. Clear Total of 18. \$3 (413) 584-0598

CINDER BLOCKS 9 4"x8"x16" cap-blocks - at site. \$0 (413) 256-6473

plastic container of 3 playstation 2 games \$35 203-1680

pine desk, 4 drawers each side, 1 middle, good cond FREE 335-1937

SNAPPER RIDING MOWER Needs Tune Up \$50 obo 205-7003

SOFA - reclines at each end. Tan color \$300.00 584-8655

SR Smith 6' Diving Board, 1/2 meter spring w/jake incl. \$475 413-257-8483

Victorinox soft-side rolling, LARGE suitcase \$100 (312) 497-3311

Furniture

For Sale:
7ft futon, like new \$175obo
Wicker table w/glass top + 2 stools \$100
2-seat rocking chair, well made \$125
413-923-4664

Tag Sales/Flea Markets

E'HAMP 17 Stanley St. 6/29 9-2 '85 Corvette, tools, toys, hshld, records

Easthampton 4 Briggs St. 6/28-29 9am-5pm estate sale!

FLORENCE 14 Berkshire Terrace 6/28-29 8am, 60+ years of stuff, tools, furniture, household items

N'HAMPTON, Laurel Park 6/29 8-1, multihome & dining hall tag sale

Northampton: 28 Pine Brook Curve FRI 6/28, SAT 6/29 9AM-3PM Hilboy, tall case clock, tall glass display cabinet, WI table & chairs, china, record collection, wicker, porcelain doll collection, clocks, kitchen, Xmas & seasonal, hand tools, gardening & much more
SEE AD ON WM CRAIGSLIST Sale by Sena's Auction Service Tel: 413-238-5813 MA Lic# 883

Wood For Sale

ALLARD BROS - Firewood. Cut, split, & delivered. 413-665-8041.

REAL ESTATE FOR SALE

Realtors/Brokers

GOGGINS REAL ESTATE
www.gogginsrealestate.com
Northampton's #1 Realtor

REAL ESTATE FOR RENT

Apartments Unfurnished

EASTHAMPTON, 1br, 4 large rms, skylights, 3rd flr, 2mi to Noho, \$1100 incl heat&HW no pets/no smoking 584-4884

Rental Agencies


Free Landlord Service
www.RentNoho.com 582-0300

Wanted To Rent

Wanted: Florida seasonal rental 2020. 413-648-9735

AUTOMOTIVE & BOATS

Automobiles For Sale



1973 VW Karmann Gyhia
1776cc Performance Engine
Dual 38 mm Carbs
Large Valve heads
110 Campshaft
Rare OEM 6" Porsche 914 Sport Rims
2nd complete engine
Stock Carburation,
Big Bore Malhe
Pistons/Cylinders
LOW MILES!
Call 413-575-9925
ask for Bob
\$9500 obo

Legals

CITATION ON PETITION TO CHANGE NAME Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Probate and Family Court 15 Atwood Dr. Northampton, MA 01060 (413)586-8500 Docket No. HS190082CA

In the matter of: Jerzy Edward Moszynski, a Petition to Change Name of Adult has been filed by Jerzy Edward Moszynski of Easthampton, MA requesting that the court enter a Decree changing their name to: George Edward Moszynski

IMPORTANT NOTICE
Any person may appear for purposes of objecting to the petition by filing an appearance at: Hampshire Probate and Family Court before 10:00 a.m. on the return day of 08/02/19. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.
WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.
Date: June 25, 2019
Michael J. Carey
Register of Probate
June 28

30763

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 9, 2019 at 6:00 PM at Smith College Hatfield Hall, Room 105 Northampton, MA 01063. The applicant is Life Essence, Inc. The proposed marijuana retailer is anticipated to be located at 216 North King Street Northampton, MA 01060. There will be an opportunity for the public to ask questions.
June 28

30848

Legals



INVITATION FOR SCHOOL BUS CONTRACT BID

Community Action Pioneer Valley's Head Start & Early Learning Programs (HS&ELP) invites sealed bids for school bus transportation for their Head Start program in Franklin and Hampshire County, MA. HS&ELP operates Full Day/Full Year and Part Day/School Year programs. They provide transportation services to six center-based sites and four to five Family Childcare Homes. Interested contractors can find full bid specifications on the Community Action website, **www.communityaction.us**. Sealed bid are due and will be publicly opened at 12 p.m., July 17, 2019, at 393 Main Street, MA 01301. All bids must be labeled as "School Bus Bid". Questions should be directed to: Wendy Mullen **wmullen@communityaction.us** or 413-376-1103.
June 25

30546

LEGAL NOTICE
Pursuant to the authority of Massachusetts General Laws Chapter 131, Section 40 (Wetlands Protection Act) and the Belchertown Wetland Bylaw, the Belchertown Conservation Commission will hold a public hearing on Monday, July 8, 2019 at 7:00 PM at Lawrence Memorial Town Hall. The purpose of this meeting is to review a Request for Determination of Applicability for the construction of a retaining wall at 4 Jon Drive, Map 251, Lot 37. Anyone interested in this matter should appear at the time and place designated.
June 28

30903

EMPLOYMENT

Help Wanted

Job: Plumber/Pipefitter
Location: Northampton, MA
Company Name: Veterans Health Administration

The VHA is has an opening for 2 fulltime plumber/pipefitters located within the Facilities Management Service at the Veterans Affairs Central Western Massachusetts (VACWM) in Leeds, MA. Under the supervision of the Plumbing & Pipe Shop Supervisor, the Pipefitter-Plumber installs, modifies, maintains, and repairs a variety of high, medium, and low-pressure piping systems for steam distribution & heating systems, natural gas, fuel oil & potable water systems throughout the medical center campus.

To find out more about this position, benefits, and to apply use the following link: <https://www.usajobs.gov/GetJob/ViewDetails/536900400>

WANTED: SALESPERSON
The Home Store, the largest modular home builder in New England since 1986, is looking for an experienced salesperson. The work week is Sunday to Thursday.
Send Resume to
andyg@the-homestore.com

SEARCH ONLINE

market place.
gazettenet.com

Legals

NOTICE OF MORTGAGEE' SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by PaBa Associates LLC to Blake Holden and Katherine Chew, said mortgage being dated August 6, 2015, and recorded in the Hampshire County Registry of Deeds in Book 12029, Page 126, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 11:00 A.M. on Friday, July 12, 2019, upon the premises described in said mortgage, namely 121 Petticoat Hill Road, Williamsburg, Hampshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

Beginning at an iron pin located on the westerly side of Petticoat Hill Road at the intersection of the parcel being conveyed and land now or formerly of The Inhabitants of The Town of Williamsburg, thence N. 58° 15' 21" W. a distance of 143.00 feet to an unmonumented point; thence N. 30° 30' 21" W. a distance of 101.00 feet to an unmonumented point; thence N. 82° 10' 09" W. a distance of 201.76 feet to an unmonumented point; thence N. 89° 51' 15" W. a distance of 52.20 feet to an unmonumented point; thence N. 84° 50' 24" W. a distance of 177.97 feet to an unmonumented point; thence N. 87° 26' 35" W. a distance of 151.53 feet along a stone wall to an unmonumented point; thence

N. 85° 40' 22" W. a distance of 1052.68 feet partially along a stone wall and barbed wire fence to piled stones. The last seven courses being along land now or formerly of The Inhabitants of The Town of Williamsburg; thence N. 10° 00' 20" E. a distance of 209.53 feet to an unmonumented point; thence N. 12° 35' 20" E. a distance of 143.19 feet to an unmonumented point; thence N. 17° 35' 20" E. a distance of 199.05 feet to an unmonumented point; thence N. 29° 00' 20" E. a distance of 198.75 feet to an unmonumented point; thence N. 32° 35' 20" E. a distance of 85.89 feet to an unmonumented point; thence S. 62° 36' 57" E. a distance of 1472.82 feet to an iron pin; thence S. 82° 11' 33" E. a distance of 230.92 feet to an iron pin; thence S. 66° 44' 50" E. a distance of 91.59 feet to an iron pin located in the Westerly side of Petticoat Hill Road. The last three courses being along other lands of the Grantors (defined below); thence

S. 26° 10' 56" W. a distance of 113.71 feet to an unmonumented point; thence S. 19° 09' 46" W. a distance of 129.16 feet to an unmonumented point; thence S. 02° 35' 13" E. a distance of 104.93 feet to the place of beginning. The last three courses being along the westerly side of Petticoat Hill Road. Containing 20.253 acres

The following language appears in the 1996 Deed (defined below): "Reserving to the Grantors a right of way over a parcel of land described as Right-of-Way for the Benefit of Parcel B on Plan of Land in Williamsburg, Massachusetts Prepared for the Heirs of Myron F. Clark recorded in the Hampshire County Registry of Deeds in Plan Book 180, Page 170. Use of the right of way by the Grantors will be in common with the Grantees [defined below] and will not interfere in the usage of the right of way by the Grantees. The Grantors' use of the right of way will be limited to foot traffic and motor vehicles only used for purposes of lawn cutting and maintenance of the forest on Grantor's land which will include the transporting of cordwood over the right of way. The right of way will not be greater than the current pathway/roadway. There

will be no alterations or widening of the current pathway/roadway. The holder of the right of way will be liable to the Grantees and holds the Grantees harmless for any claims or liability that may be filed against the Grantees and their successors in interest relative to the use of the right of way. The Grantors cannot use the right of way for any commercial use other than provided herein nor use the right of way for any subdivision of the property."

Being parcel "A" on plan of land entitled Plan of Land in Williamsburg, Massachusetts Prepared for the Heirs of Myron F. Clark recorded in the Hampshire County Registry of Deeds in Plan Book 180, Page 170."

Being the same as the property conveyed by Quitclaim Deed from Rosemarie F. Clark, Susan I. Clark, Dorothy C. McDonnell, Margaret L. Harrington, and Jean Clark O'Brien (the "Grantors") to Mary Ellen Woods and Edward Chastain (the "Grantees") recorded on July 30, 1996 in the Hampshire County Registry of Deeds as Doc: 960017325 OR/Book 4940 Page 0087 (the "1996 Deed").

Said premises will be sold subject to and/or with the benefit of any and all rights, rights of way, restrictions, easements, improvements, covenants, outstanding tax title, municipal or other public taxes, assessments, liens or claims in the nature of liens, rights of parties in possession, and existing encumbrances of record created prior to the mortgage, if any there be, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the Deed.

No representations, express or implied, are made with respect to any matter concerning the premises which will be sold "as is". The successful high bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps, all closing costs and all recording fees.

TERMS OF SALE: The highest bidder in the sale shall be required to deposit cash, bank treasurer's check or certified check in the amount of TEN THOUSAND DOLLARS (\$10,000.00) at the time and the place of the sale of the premises to qualify as a bidder (the present holder of the mortgage is exempt from this requirement) to be held by the Mortgagee. The successful bidder will also be required to deposit a sum equal to ten percent (10%) of the amount bid (less the \$10,000.00 deposit) with the Mortgagee's auctioneer, Aaron Posnik & Co., Inc., 31 Capital Drive, West Springfield, Massachusetts 01089 or the Mortgagee's attorney as may be directed within five (5) days of the date of the sale to be held by the Mortgagee, and the balance of the purchase price shall be paid in cash, certified or bank treasurer's check at the closing which shall occur within thirty (30) days after the date of foreclosure sale, time being of the essence, unless the Mortgagee agrees otherwise. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves the right, at its election, to sell the property to the second highest bidder at the public auction provided that Mortgagee, in its discretion, may require (1) said second highest bidder to deposit the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (2) the second highest bidder to execute a Memorandum of Sale, and (3) the closing to occur within twenty (20) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee

reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgagee may choose and/or to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. Other terms, if any, to be announced at the time and place of the sale. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

PaBa Associates LLC

By
Benjamin M. Coyle, Its Attorney
BACON WILSON, P.C.
33 State Street
Springfield, MA 01103

30430

EXHIBIT A

Legals

CITATION ON PETITION FOR FORMAL ADJUDICATION Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Probate and Family Court 15 Atwood Drive Northampton, MA 01060 (413) 586-8500 Docket No. HS19P0390EA

Estate of Timothy Michael Sullivan Jr.

Also known as: Timothy M. Sullivan, Jr.

Date of Death: 1/30/2019

To all interested persons:

A petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Jayne A. Sullivan of Hatfield, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The petitioner requests that: Jayne A. Sullivan of Hatfield, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 07/24/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.
Date: June 19, 2019

Michael J. Carey
Register of Probate
June 28

30723

PLEASE RECYCLE THIS NEWSPAPER.

Legals

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Todd LaRochelle and Ann Marie Bessette to Wells Fargo Bank, N.A., dated October 20, 2006 and recorded with the Hampshire County Registry of Deeds at Book 8923, Page 333 as affected by a Loan Modification recorded on June 25, 2008 in Said Registry of Deeds at Book 9523, Page 144, subsequently assigned to US Bank National Association, as Trustee for CMLTI 2007-WFHE1 by Wells Fargo Bank, N.A. by assignment recorded in said Hampshire County Registry of Deeds at Book 9732, Page 71, subsequently assigned to US Bank National Association, as Trustee for CitiGroup Mortgage Loan Trust 2007-WFHE1, Asset-Backed Pass-Through Certificates, Series 2007-WFHE1 by Wells Fargo Bank, N.A. by assignment recorded in said Hampshire County Registry of Deeds at Book 10680, Page 280, subsequently assigned to US Bank National Association, as Trustee for CitiGroup Mortgage Loan Trust 2007-WFHE1, Asset-Backed Pass-Through Certificates, Series 2007-WFHE1 by Wells Fargo Bank, N.A. by assignment recorded in said Hampshire County Registry of Deeds at Book 10883, Page 174 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 10:00 AM on July 5, 2019 at 25 East Street, Easthampton, MA, all and singular the premises described in said Mortgage, to wit:

A certain tract or parcel of land situated in the northerly side of East Street, in Easthampton, Massachusetts, known as #25 East Street, and bounded and described as follows: BEGINNING at an iron pin on the northerly side of East Street at the southeasterly corner of this parcel, the same being the southwesterly corner of other land now or formerly owned by Robert O. Underwood; thence running northerly in a straight line 170 feet, more or less to an iron pin at land now or formerly of the Easthampton Gas Company; thence north 89 degrees west 38 feet, more or less, along land now or formerly of the Easthampton Gas Company to a cement bound; thence south 32 degrees west along land now or formerly of Easthampton Gas Company 53 feet more or less to a cement bound; thence south 17 degrees west along land now or formerly of Easthampton Gas Company 112 feet; more or less to a cement block on the northerly side of said East Street; thence easterly along the northerly side of said East Street, 109 feet, to the place of beginning. Being the same premises conveyed to the grantor herein by deed of Warren W. Underwood and Patricia A. Underwood which deed is dated November 19, 1999 and is recorded in the

Hampshire County Registry of Deeds in Book 5835, Page 71. Being also the same premises conveyed to the grantor herein by deed of Patricia A. Underwood, which deed is recorded as aforesaid in Book 8071, Page 16. For title see deed recorded with said Deeds Book 8518, Page 247. The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE. Other terms, if any, to be announced at the sale.

U.S. Bank National Association, as Trustee for CitiGroup Mortgage Loan Trust 2007-WFHE1, Asset-Backed Pass-Through Certificates, Series 2007-WFHE1

18-013495/326/NOTOP_DR

Present Holder of said Mortgage,
By Its Attorneys,
ORLANDS PC
PO Box 540540
Walham, MA 02454
Phone: (781) 790-7800
18-013495

29568

Legals

Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Division INFORMAL PROBATE PUBLICATION NOTICE Docket No. HS19P0398EA
Estate of: Elva Jeanne McLaughlin
Also known as: Elva J. McLaughlin
Date of Death: May 10, 2019
To all persons interested in the above captioned estate, by Petition of
Petitioner Patricia J. Raffini of New York, NY
a Will has been admitted to informal probate
Patricia J. Raffini of New York, NY has been informally appointed as the Personal Representative of the estate to serve Without Surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedures. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
June 28

30735

Make room with



Daily Hampshire Gazette Tag Sale

Call 413-586-1700 or visit gazettenet.com to place your ad today.

gazettenet.com

EXHIBIT B

NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 9, 2019 at 6:00 PM at Smith College Hatfield Hall, Room 105 Northampton, MA 01063. The applicant is Life Essence, Inc. The proposed marijuana retailer is anticipated to be located at 216 North King Street Northampton, MA 01060. There will be an opportunity for the public to ask questions.

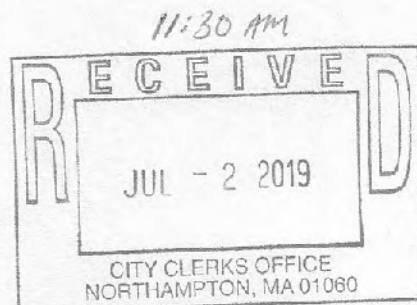
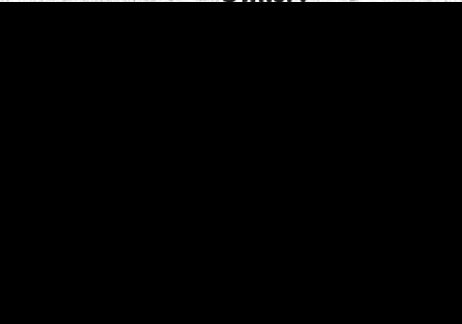


EXHIBIT C

Owner3	OwnAdd	OwnCity	wnSta	OwnZip	Version
C/O KONOVER	222 NORTH KING ST	NORTHAMPTON	MA	01060	2019-02-25
	5 TWO MILE RD	LEVERETT	MA	01054	2019-02-25
	BOX 623	WILLIAMSBURG	MA	01096	2019-02-25
	200 NORTH KING ST	NORTHAMPTON	MA	01060	2019-02-25
	200 NORTH KING ST	NORTHAMPTON	MA	01060	2019-02-25
	26 KNIGHT AVE	EASTHAMPTON	MA	01027	2019-02-25
	342 NORTH MAIN ST	WEST HARTFORD	CT	06117	2019-02-25
	426 HATFIELD ST	NORTHAMPTON	MA	01060	2019-02-25
	426 HATFIELD ST	NORTHAMPTON	MA	01060	2019-02-25
	P O BOX 29046	PHOENIX	AZ	85038	2019-02-25

OBJECTID	FY	Map_Par_ID	MB	Owner1	Owner2
1 2019		18 -027-001	18 -027		LIMITED PARTNERSHIP
2 2019		18 -005-001	18 -005		
3 2019		18 -007-001	18 -007		
4 2019		18 -008-001	18 -008		
5 2019		18 -028-001	18 -028		
6 2019		18 -014-001	18 -014		
7 2019		18 -025-001	18 -025		
8 2019		18 -003-001	18 -003		
9 2019		18 -003-800	18 -003		
10 2019		18 -006-001	18 -006		



FOLEY
HOAG LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600



Box 623

Williamsburg, MA 01096

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. Article Addressed to:

Box 523
Williamsburg, MA 01096



9590 9402 3961 8060 8536 36

2. Article Number (Transfer from service label)

7013 2630 0001 7656 5169

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

- | | |
|--|---|
| <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"/> Restricted Delivery | |

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7013 2630 0001 7656 5169

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here35837.2
Alderwoman

Sent To

Box 523
Williamsburg, MA 01096

PS Form 3800, August 2005

See Reverse for Instructions



FOLEY
HOAG LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]
200 North King Street
Northampton, MA 01060

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. Article Addressed to:

200 North King St
Northampton, MA 01060



9590 9402 3961 8060 8536 43

2. Article Number (Transfer from service label)

7013 2630 0001 7656 5176

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

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

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

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7013 2630 0001 7656 5176
7013 2630 0001 7656 5176

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OFFICIAL USE

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

Postmark
Here

Alderman
35837.2

Sent To

Street, Apt. No.,
or PO Box No. 200 North King St
City, State, ZIP+4 Northampton, MA 01060

PS Form 3800, August 2006

See Reverse for Instructions



FOLEY
HOAG LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]
200 North King Street
Northampton, MA 01060

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. Article Addressed to:

200 North King St
Northampton, MA 01060



9590 9402 3961 8060 8536 50

2. Article Number (Transfer from service label)

7013 2630 0001 7656 5183

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

stricted Delivery

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

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7013 2630 0001 7656 5183
7013 2630 0001 7656 5183

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Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
HereAlderman
35837.2

Sent To

Street, Apt. No.,
or PO Box No.200 North King St
Northampton, MA 01060

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions



**FOLEY
HOAG** LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]

[REDACTED]

26 Knight Avenue
East Hampton, MA 01027

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. Article Addressed to:

26 Knight Ave
Easthampton, MA 01027



9590 9402 3961 8060 8536 67

2. Article Number (Transfer from service label)

7013 2630 0001 7656 5190

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 |
| <input type="checkbox"/> Insured Mail | |

cted Delivery

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

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7013 2630 0001 7656 5190

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Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
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Albany
35837.2

Sent To

Street, Apt. No.,
or PO Box No. 26 Knight Ave
City, State, ZIP+4 Easthampton, MA 01027

PS Form 3800, August 2006

See Reverse for Instructions



Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]

[REDACTED]

c/o Konover
342 North Main Street
West Hartford, CT 06117

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.

1. Article Addressed to:

342 North Main St
West Hartford, CT 06117



9590 9402 3961 8060 8549 30

2. Article Number (Transfer from service label)

7001 0320 0002 3390 6314

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

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

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL

Alderman
35837.2



7001 0320 0002 3390 6314
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**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

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

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No. 342 North Main St
City, State, ZIP+4 West Hartford, CT 06117

PS Form 3800, January 2001

See Reverse for Instructions



FOLEY
HOAG LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]
426 Hatfield Street
Northampton, MA 01060

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.
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1. Article Addressed to:

426 Hartfield St
North Hampton, MA 01060



9590 9402 3961 8060 8549 47

2. Article Number (Transfer from service label)

7001 0320 0002 3390 6376

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

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

ad Delivery

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

Alderman
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7001 0320 0002 3390 6376

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

426 Hartfield St
North Hampton, MA 01060

PS Form 3800, January 2001

See Reverse for Instructions



FOLEY
HOAG LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600



426 Hatfield Street
Northampton, MA 01060

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1. Article Addressed to:

426 Hartfield St
North Hampton, MA 01060



9590 9402 3961 8060 8549 54

2. Article Number (Transfer from service label)

7001 0320 0002 3390 6383

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

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☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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**U.S. Postal Service
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JRN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL

Alderman
35837.2



0002 3390 6383
0002 3390 6383

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Postmark
Here



Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]
P.O. Box 29046
Phoenix, AZ 85038

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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.

1. Article Addressed to:

PO Box 29046
Phoenix, AZ 85038



9590 9402 3961 8060 8549 61

2. Article Number (Transfer from service label)

7001 0320 0002 3390 6390

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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

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

Altman
35837.2



7001 0320 0002 3390 6390
7001 0320 0002 3390 6390

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
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Sent To

Street, Apt. No.,
or PO Box No. PO Box 29046
City, State, ZIP+4 Phoenix, AZ 85038

PS Form 3800, January 2001

See Reverse for Instructions



Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]
5 Two Mile Road
Leverett, MA 01054

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>5 Two Mile Rd Leverett, MA 01054</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7001 0320 0002 3390 6406</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><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</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

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

Domestic Return Receipt

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
<p>Postage \$</p> <p>Certified Fee</p> <p>Return Receipt Fee (Endorsement Required)</p> <p>Restricted Delivery Fee (Endorsement Required)</p> <p>Total Postage & Fees \$</p>	
<p>Sent To</p> <p>Street, Apt. No., or PO Box No. 5 Two Mile Rd City, State, ZIP+4 Leverett, MA 01054</p>	

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL

Alderman
35837.2



7001 0320 0002 3390 6406
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See Reverse for Instructions



FOLEY
HOAG LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600

[REDACTED]
222 North King Street
Northampton, MA 01060

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

222 North King St
Northampton, MA 01060



9590 9402 3961 8060 8538 10

2. Article Number (Transfer from service label)

7001 0320 0002 3390 6208

PS Form 3811, July 2015 PSN 7630-02-000-9053

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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

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

222 North King St
Northampton, MA 01060

PS Form 3800, January 2001

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

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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 Northampton’s Zoning Ordinance. The marijuana retailer location, 216 North King Street, is in the Highway Business District in the City of Northampton. A marijuana retailer is an Allowed Use within the Highway Business District and requires neither site plan approval nor a special permit. Per Zoning Ordinance §350-8.1, the marijuana retailer is required to provide 10 parking spots for its 3000 square feet of gross floor area. The marijuana retailer will provide more than 10 parking spots. Also, the Zoning Ordinance §350 Table 12, requires that the dispensing location shall be not be located within 200 feet of any school. The proposed dispensing location complies with the Zoning Ordinance. The nearest school is more than 2,000 feet away. Trulieve has met with the Mayor of Northampton and corresponded with planning staff who determined that the dispensing location is property sited and compliant with all local codes and bylaws. Adherence to all local laws and permitting requirements will be overseen by management, internal and external counsel, in coordination with the Mayor's Office, Planning Board, Board of Health, Police Department and City officials.



Plan to Positively Impact Areas of Disproportionate Impact

I. INTRODUCTION

Northampton, MA, the location of Trulieve Cannabis, Corp.'s ("Trulieve") retail facility, has not been identified by the Commission as an Area of Disproportionate Impact. However, the Commission has identified Holyoke, MA, the location of Trulieve's cultivation and manufacturing facility and neighboring municipality, as such an area. Northampton and Holyoke are approximately 12 miles apart. Accordingly, Trulieve will 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 and other individuals who have been adversely impacted by the stigma of marijuana-related convictions.

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 in Northampton comprising 30% Holyoke residents in non-executive positions. To the extent that Trulieve cannot achieve its 30% Holyoke-resident workforce goal, Trulieve will target for employment opportunities residents of nearby disproportionately impacted communities, including Springfield and West Springfield, and also individuals in the region 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 and other disproportionately impacted communities. 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.

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



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 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 Northampton, it will participate in at least three (3) jobs fairs in either Northampton or Holyoke. 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 community job fairs in Northampton and/or Holyoke. 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 retail facility in Northampton. 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 outreach to Holyoke residents and other Impacted Individuals. 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 in Northampton comprising 30% Holyoke residents/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 Northampton retail 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 of its Northampton retail facility:

Commencement of Operations: minimum 10% Holyoke resident/Impacted Individual employment.

End of Year 1: minimum 15% Holyoke resident/Impacted Individual employment.

End of Year 2: minimum 20% Holyoke resident/Impacted Individual employment.

End of Year 3: minimum 25% Holyoke resident/Impacted Individual employment.

End of Year 4: minimum 30% 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:

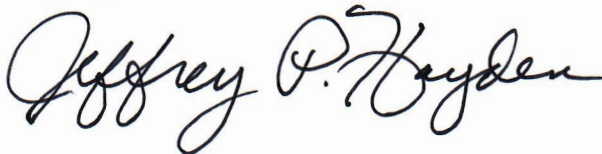
Please consider this letter to be confirmation of Holyoke Community College's (HCC) desire to work collaboratively with Trulieve Cannabis, Corp. ("Trulieve") to positively impact the City of Holyoke, specifically the job seekers in our community. HCC has a seventy-plus year history of experience and 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.

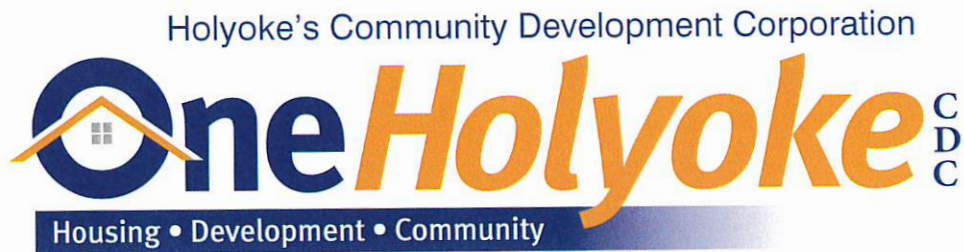
Please do not hesitate to reach out to me with any questions or if you require any additional information.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey P. Hayden". The signature is 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

**D
PC**

The Commonwealth of Massachusetts

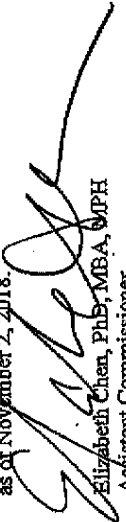
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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.



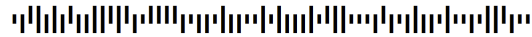
Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1160267840
Notice Date: December 9, 2019
Case ID: 0-000-700-248



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LIFE ESSENCE, INC.
100 SUMMER ST STE 1600 OFFICE 76
BOSTON MA 02110-1332

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

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

December 11, 2019

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 6, 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.

William Francis Galvin

Secretary of the Commonwealth



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



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



Plan for Obtaining Liability Insurance

Trulieve Cannabis, Corp. (“Trulieve”) will 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 supplemental coverage based on then prevailing market rates and internal risk analyses. 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).



Dispensary Business Plan



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I. DISPENSING TECHNICAL ABILITY

Trulieve is a leader when it comes to customer. The company's customer-centric approach has made it an industry leader in delivering the highest quality of care to customers in need and alleviation of suffering for the hundreds of thousands of customers it serves. Trulieve's record of excellence has led to its expanding operations, with Trulieve now operating in three states: Florida, Connecticut and California.

Due to its customer-first mantra, Trulieve has developed a suite of Trulieve branded products with over 220 stock keeping units ("SKUs") including smokable flower, flower pods for vaporizing, concentrates, topicals, capsules, tinctures, and vape cartridges. This wide variety of products gives customers the ability to select the product that provides them with the most desired effect and delivery mechanism.

As of July 31, 2019, Trulieve US has completed more than 1,369,529 unique orders both in-store and via home delivery in the State of Florida. Trulieve distributes its products to these customers in Trulieve branded retail stores or home delivery. Trulieve US currently operates 30 stores, encompassing over 68,000 square feet of retail space, throughout Florida and serves over 3,500 in-store patients daily. Trulieve US initiated Florida's first next-day, state-wide delivery program and, as of July 31, 2019, operates a 68-vehicle delivery-service fleet. E-commerce is anticipated to contribute at least 20% of Trulieve US's revenue in 2019. Florida patients are further served by a Clearwater-based call center, which receives an average of 3,400 calls per day. As of July 31, 2019, Trulieve US has a Florida consumer base of over 170,000, who average approximately two visits per month.

Trulieve has the ability to offer a host of products to accommodate Massachusetts customers because it offers more than 220 SKUs and many product types, including but not limited to: 1) concentrates; 2) oils; 3) edible food products; 4) tinctures; 5) capsules; 6) topical balms; and 7) dissolving strips; 8) nebulizers; 9) concentrates; 10) flowers; 11) vape cartridges; and 12) suppositories.



Because every customer is different and has unique needs, Trulieve recognizes that experience and treatment are the most important aspects of any successful dispensary operations. Trulieve further understands and has learned first-hand from its operations in other jurisdictions that detailed training programs, policies, and operating procedures for new dispensary staff are the fundamental building blocks to providing excellent care to customers. This training covers issues such as the Health Insurance Portability and Accountability Act (HIPAA), customer education, compliance, customer counseling, and data collection.

II. SECURITY

Trulieve will contract with professional security and alarm company, American Alarm to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community. *See Trulieve's Security Plan for greater detail.*

Trulieve's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the These surveillance cameras will remain operational even in the event of a power outage.



The exterior of the dispensary and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times. Only registered agents and other authorized visitors will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge and will maintain a current list of individuals with access. On-site consumption of marijuana by employees and visitors will be prohibited. Trulieve will have security personnel on-site during business hours.

III. OPERATIONS

Customer Counseling

As previously discussed, and consistent with State regulations, Trulieve has developed, will continually improve, and will implement a training program for dispensary employees addressing customer counseling. The Dispensary Agent working with a customer will be responsible for counseling that person on THC, cannabinoid constituents of cannabis, routes of administration and their differential effects, Trulieve's product offerings achieving proper dosage, and compliance with laws and regulations pertaining to customers. The Dispensary Agent will be trained on appropriate measures for consumer counseling upon hire and at least once annually thereafter. Each time a new product is introduced in the dispensary, all Dispensary Agents must receive training about the product from the Dispensary Manager prior to counseling any customer. All Dispensary Agents must be educated on and trained to discuss, at a minimum, the various available routes of administration of cannabis, the safety and efficacy of each product, health considerations, and the potential side effects of all products offered. Dispensary Agents must provide customers with information on how to report reactions to products dispensed, if desired.

Customer Education Training

All personnel employed at the Northampton retail facility will be trained on consumer education upon hire and at least once annually. Customer education training will include, at a minimum:

- Effective customer communication;
- THC cannabis as medicine;
- Routes of administration and methods of consumption;
- Analytical testing;
- Dosing;
- Communicating laws and regulations pertaining to cannabis use;
- Product offerings;
- Resources for consumers;
- Cross-cultural communication;
- Sign language; and
- Braille.

Customer Communications



Each dispensary will have a public phone line, which customer may use to contact a Customer Service Coordinator. The dispensary number and Dispensing Organization website will be highlighted in the Customer Education Packet received during the first visit to the dispensary. Common customer questions pertaining to items such as dosing, product administration, and educational resources will be listed, with detailed answers, on the dispensary's secure website. In addition, the dispensary will provide an on-line chat feature during hours of operation where customers with secured access may submit anonymous questions. The dispensary website and social media presence will also provide round-the-clock public access to credible information pertaining to the use of cannabis, dispensary product offerings, recommendations, and emerging research.

Trulieve's research has demonstrated that potential customers in the Northampton area are underserved in regards to accessing marijuana products. Trulieve's Northampton facility will change that. Indeed, Trulieve takes deliberate and thoughtful approach to siting its facilities.

As it has done elsewhere, Trulieve intends to make its financial investment where it is most needed in Massachusetts. In any community, marijuana-industry jobs are - for the most part - skilled labor positions that require on-the-job training and provide employees with lifelong skills transferable to other high-paying, highly regulated industries.

Likewise, the areas of greatest customer need in Massachusetts are in places like Northampton, where mobility restrictions, such as lack of car ownership, access to quality healthcare, and cultural, language, and socioeconomic barriers prevent residents from receiving the care and services they deserve. Trulieve bridges these gaps. Northampton is the right place for Trulieve to deploy its substantial economic capital and unquantifiable amount of human capital.

Trulieve is the Largest Employer in Majority-Minority Gadsden County Florida, Starting a New Economic Chapter in a Disadvantaged Area

Trulieve has done it before, with great success. Trulieve's corporate headquarters and best-in-class 700,000 square foot cultivation and manufacturing facility are in Quincy, Florida. Through this investment in a community that so desperately needed the infusion of economic opportunities, Trulieve has created thousands of fully benefitted, living wage careers that not only allow workers to advance in the burgeoning marijuana industry, but to learn transferable skills for other highly regulated laboratory settings, such as the pharmaceutical or biotechnology sectors. In this respect, Trulieve has essentially built an educational campus - where the students are paid well and receive the benefits to support their families - in the heart of one of Florida's most destitute communities.

Gadsden County is the nucleus of Trulieve's operation in Florida - which now includes 29 dispensaries, a network of quality physicians, thousands of employees, and a rapid and efficient expansion of customer education, access and care in the Sunshine State.

In Massachusetts, Trulieve is Re-using a Vacant Mill Building and Hiring in Majority-Minority Holyoke, Massachusetts



Not to be outdone, Trulieve has taken this model to Holyoke, Massachusetts, where it will invest more than \$5 million in re-purposing an 160,000 square-foot vacant mill building in the City's poorest neighborhood - "The Flats." Hiring for 300 living wage jobs has begun in partnership with the OneHolyoke Community Development Corporation, Holyoke Community College, and organized labor groups. Holyoke is a union town, an immigrant community and a place ready to find its future. Trulieve expects a similar uplifting result in Northampton.

In addition, Trulieve's unparalleled array of products and the equally impressive variety in delivery options, will significantly improve opportunities for greater and more effective customer service. Trulieve offers more than 220 types of products, the majority of which go well-beyond the basic smoking or vaping products, and include oils, lozenges, topicals, capsules, tinctures and suppositories. In addition to providing physically closer locations and facilities accessible by public transportation, Trulieve's vast products offerings will greatly expand access for customers, some with debilitating conditions whose intolerance for smokable cannabis products has, to date, left them unable to find relief in a cannabis-based treatment.

Dispensary Manager Responsibilities Related to Educational Materials

The Dispensary Manager will provide and maintain customer education materials in accordance with the customer education guidelines set forth by Trulieve's executive management team. The Dispensary Manager may engage the services of a third-party for translation services as necessary. The Dispensary Manager may only incorporate customer education materials from verified sources including product information from Trulieve's cultivation and processing units, peer reviewed journal articles, and trusted customer advocacy organizations, including Americans for Safe Access.

Trulieve's Continuous Commitment to Education: Education Events

The Dispensary Manager and the executive management team may coordinate and schedule quarterly educational events for customers. If desired, the Dispensary Manager and the executive management team may engage an expert to develop or conduct specialized education courses, workshops, seminars, and/or lectures. Each event will cover one topic in detail and may include:

- Distribution of specialized educational materials;
- Lectures and guest speakers;
- On-line content; and
- Other content approved by the executive management team.

An appropriately trained Dispensary Agent will conduct such events, unless there is specialized content that is better suited for delivery from a Trulieve executive or a third-party expert. Topics may include, but are not limited to:

- Cannabinoid medicine;
- Derivative product selection;
- Titration methods;
- Dosing;



- Secure storage; and
- Safety.

The dispensary will adjust the schedule of classes in order to best serve the current educational needs of its customer community. The dispensary will also offer individual counseling services, as described in previous sections of this application, to provide additional individualized support.

Confidentiality and HIPPA Compliance

Trulieve is committed to protecting customer confidentiality and remaining compliant with HIPAA at all times. The Northampton dispensary will maintain records on customers and dispensing actions for the purpose of tracking and monitoring inventory, to prevent and discourage unlawful activity, and to maintain compliance with applicable laws and regulations pertaining. *See* Trulieve's Record Keeping Procedures for greater detail. Furthermore, it is of utmost importance that all agents are trained to appropriately handle and protect confidential information.

Customer Confidentiality

Information held by Trulieve concerning customers is confidential and will not be disclosed by any agent without the written consent of the individual to whom the information applies or as required by court order or the Commission. Consistent with the policies and procedures developed and implemented at its facilities in other states, Trulieve will implement protocols regarding customer records at its Northampton facility that are HIPAA-compliant. In addition, all Dispensary Agents will receive mandatory training on the confidentiality of records, security measures for electronic health information, and privacy protections. The Dispensary Manager, in coordination with the Human Resources Manager, will develop and implement this training protocol.



IV. FINANCIAL PROJECTIONS

Revenue		2020	2021	2022
Gross Rev		\$ 18,300,000.00	\$ 24,780,288.00	\$ 23,095,488.00
GM	75.00%	\$ 8,387,073.00	\$ 18,585,216.00	\$ 17,321,616.00

Expenses		2020	2021	2022
Rent	0.14%	\$ 51,600.00	\$ 53,000.00	\$ 55,000.00
Labor	26.99%	\$ 2,263,671.00	\$ 6,688,199.73	\$ 6,233,472.21
Overhead	10.00%	\$ 838,707.30	\$ 2,478,028.80	\$ 2,309,548.80
Total Expenses	37.13%	\$ 3,153,978.30	\$ 9,219,228.53	\$ 8,598,021.01

		2020	2021	2022
Net Income		\$ 5,233,094.70	\$ 9,365,987.47	\$ 8,723,594.99



Plan for Separating Medical Operations

Trulieve Cannabis, Corp. (“Trulieve”) will utilize a virtual separation of adult-use marijuana and marijuana products from marijuana and marijuana products produced for medical patients. Trulieve will accomplish this by the use of tags that will be attached to each clone, plant or finished packaged marijuana product that identify its use for adult or medical. Each tag will be entered in to Viridian Services seed-to-sale tracking software (“Viridian”).

All marijuana and marijuana products that are tracked in Viridian for medical use will comply with 935 CMR 501.105(3). At the point of final production, Trulieve’s marijuana and marijuana products recorded for medical use will comply with 935 CMR 501.105(5), and Trulieve’s marijuana and marijuana products recorded for adult use will comply with 935 CMR 500.105(5) and (6).

In accordance with 935 CMR 500.140(2) and (3), access to Trulieve’s Northampton retail operation will be limited to individuals 21 years of age and older. If an individual is younger than 21 years old but 18 years of age or older, he or she will not be admitted unless he or she is a registered qualifying patient or caregiver and produces an active identification issued by the Massachusetts Department of Public Health (“Program ID Card”). If the individual is younger than 18 years old, he or she will not be allowed on the premises unless he or she is a registered qualifying patient and produces an active medical registration card and he or she is accompanied by a personal caregiver with an active Program ID Card. In addition to the Program ID Card, registered qualifying patients under the age of 21 and personal caregivers must also produce additional proof of identification. Upon a customer or patient’s entry into Trulieve’s Northampton retail facility, a trained security employee will immediately inspect the customer/patient’s proof of identification and determine the individual’s age.

At the front entrance to Trulieve’s Northampton retail facility, a designated security employee will collect valid customer identification and confirm a minimum age of 21 years old. Except for qualified patients with requisite identification as described above, no individuals will be permitted to enter the retail facility unless a Trulieve security employee has verified the individual’s proof of identification

Trulieve will utilize a temporary or semi-permanent physical barrier to provide a physical separation between the medical-use and adult-use sales areas. The physical barrier will provide adequate separation of the sales areas of marijuana product for medical use and adult use. In addition, Trulieve will provide for separate queues for sales of marijuana and marijuana products for medical use from marijuana and marijuana products for adult use within the sales area. Nevertheless, the holder of a Program ID Card who is aged 21 or older may use either line and will not be limited only to the medical-use queue. Registered qualifying patients under the age of 21 will only have access to the medical-use queue. Retail staff at Trulieve’s Northampton facility will provide confidential patient consultation in a dedicated area that is separate from the retail sales floor.



Marijuana for medical use will be maintained on site in an area separate from marijuana products intended for adult use. In accordance with Commission regulations, Trulieve may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product's date of expiration. Trulieve will also utilize separate accounting practices at the point of sale to track marijuana product sales and non-marijuana sales and provide access to the Commission pursuant to 935 CMR 500.000 and 935 CMR 500.140(10).

Finally, in compliance with 935 CMR 500.140(10), Trulieve will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations of Trulieve's retail facility in Northampton, 35% of Trulieve's marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.



Plan For Restricting Access To Persons Aged 21 and Older

Trulieve Cannabis, Corp.'s ("Trulieve") marijuana retailer operation in Northampton will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID.

Upon entry into the premises of the marijuana establishment by any individual, a trained Trulieve security agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2). As additionally confirmed in meetings with the Northampton Police Department, Trulieve will use an electronic fraud detection scanner on all identifications presented, regardless of the customer's appearance. If Trulieve ever discovers that it has ever intentionally or negligently sold a product to an individual under the age of 21, any agent involved in that transaction will be immediately terminated. Trulieve will immediately notify the Commission pursuant to 935 CMR 500.105(1)(l).

Additionally, Trulieve will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

As required by 935 CMR 500.105(4), Trulieve will not market, advertise, or brand products or materials in any manner that is targeted to, deemed to appeal to or portray minors under the age of 21.

As required by 935 CMR 500.105(6)(b), packaging of any Trulieve product will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

Trulieve's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Trulieve will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

Trulieve will never sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, in accordance with 935 CMR 500.150(1)(b). Similarly, per 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will prominently display a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair



concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”



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).



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 retail operations, 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 Northampton retail facility:

- A. Dispensary Manager
- B. Sales/Retail Manager(s)
- C. Sales/Retail Assistant(s)
- D. Inventory Assistants
- E. Security Manager
- F. Security Guard(s)



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. Trulieve shall provide written notification within seventy-two 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 Northampton retail facility:

- A. Provide adequate storage for equipment and materials necessary for the maintenance of sanitary operations;
- B. Building construction shall allow for adequate cleaning and repair of equipment, limited access areas and the entire facility;

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



- C. 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;
- D. Ensure that the facility is constructed in a manner that allows surfaces to be kept clean and in good repair;
- E. Provide ample lighting in all areas where marijuana is processed and stored and where equipment or utensils are cleaned;
- F. Purchase equipment, contact surfaces and utensils that are designed to allow adequate sanitization;
- G. 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”);
- H. Clearly label any toxic item and store them in a manner that protects against contamination of marijuana products;
- I. 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;
- J. Provide agents with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair; and
- K. 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*.



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 retail facility in Northampton:

- A. Dispensary Manager
- B. Sales/Retail Manager(s)
- C. Sales/Retail Assistant(s)
- D. Inventory Assistants
- E. Security Manager
- F. 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. In accordance with 935 CMR 500.105(1), the Director of Security will be responsible for drafting a written plan for how confidential information will be maintained and protected at the facility. All agents responsible for handling confidential information shall receive dedicated training on this plan.

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 Northampton retail 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 Northampton 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 Northampton retail facility by employees, customers, or any other parties. Agents (including employees) found carrying weapons at Trulieve's Northampton retail 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 retail 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 Northampton 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.

C. Mandatory Meetings and Community Service Days

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.



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 Northampton. 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 Northampton 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 Northampton retail 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.



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 Northampton retail 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 retail 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. Trulieve shall maintain written operating procedures as



required by 935 CMR 500.105(1). 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/manufactured¹;
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 Northampton 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);

¹ Upon licensure from the Commission, Trulieve will also be operating a Cultivation and Manufacturing facility based in nearby Holyoke, MA.



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: Trulieve will utilize METRC as its primary seed-to-sale tracking software and will utilize Viridian Services Software (“Viridian”) as a secondary system to maintain real-time inventory. Viridian inventory reporting meets 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. Trulieve’s seed-to-sale tracking records will be maintained for all marijuana as required by 935 CMR 500.105(8)(e).
- 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 Northampton 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 Northampton retail 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 Northampton, MA retail 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 Northampton. 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 nearby Holyoke, where, upon licensure from the Commission, Trulieve will operate its cultivation and manufacturing facility. 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, and also in other localities proximate to Northampton.

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 Northampton retail facility, a workforce comprised of at least 50% diverse individuals. Trulieve's goal is to hire:

- 10-25% Latino Employees
- 40-60% 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. To bolster its diversity hiring efforts, Trulieve has partnered with the OneHolyoke Community Development Corporation ("OneHolyoke"), headquartered in nearby Holyoke, which is the site of Trulieve's cultivation and manufacturing facility. 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 employees from the Latino community (particularly in nearby Holyoke), and also ensure that its communications and community engagement efforts are appropriately tailored to the Spanish-speaking residents of surrounding municipalities, such as Holyoke.

In addition, Trulieve's regular participation at community job fairs in Northampton and the surrounding Pioneer Valley (including nearby Holyoke) 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 Northampton, it will participate in at least 3 jobs fairs in either Northampton or Holyoke.

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 Northampton and the surrounding communities. 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.

Trulieve will instill its commitment to diversity in new employees from day one of operations at its Northampton retail 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 diversity of Northampton and nearby, diverse municipalities such as Holyoke. 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 the area surrounding Trulieve's retail facility.

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 Northampton 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 Northampton retail 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:

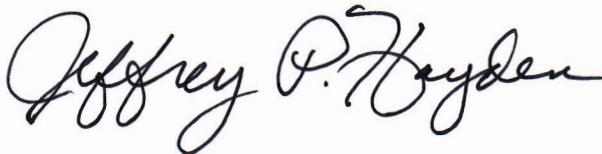
Please consider this letter to be confirmation of Holyoke Community College's (HCC) desire to work collaboratively with Trulieve Cannabis, Corp. ("Trulieve") to positively impact the City of Holyoke, specifically the job seekers in our community. HCC has a seventy-plus year history of experience and 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.

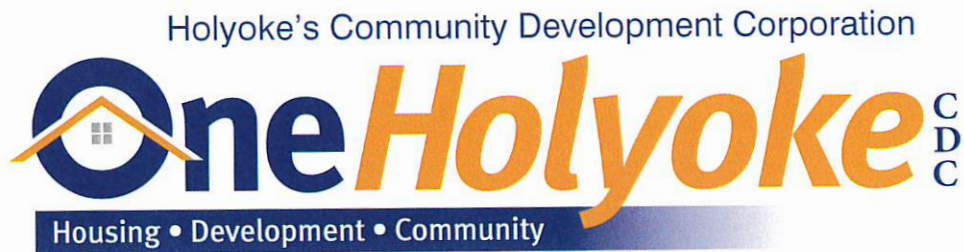
Please do not hesitate to reach out to me with any questions or if you require any additional information.

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