



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282004

Original Issued Date: 05/08/2020

Issued Date: 04/16/2021

Expiration Date: 05/08/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: HumboldtEast LLC

Phone Number: 617-320-8647 Email Address: info@humboldeast.com

Business Address 1: 2 Norino Way

Business Address 2:

Business City: Georgetown

Business State: MA

Business Zip Code: 01833

Mailing Address 1: 395B Ipswich Rd

Mailing Address 2:

Mailing City: Boxford

Mailing State: MA

Mailing Zip Code: 01921

### 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:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Executive / Officer

Other Role:

First Name: Jamie

Last Name: Fishman

Suffix: Esq.

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

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jamie

Last Name: Fishman

Suffix: Esq.

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$500000 Percentage of Initial Capital: 100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jamie

Last Name: Fishman

Suffix:

Marijuana Establishment Name: HumboldtEast, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Georgetown

Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2 Norino Way

Establishment Address 2:

Establishment City: Georgetown

Establishment Zip Code: 01833

Approximate square footage of the Establishment: 40000

How many abutters does this property have?: 12

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft

Cultivation Environment:

Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HumboldtEast LLC Host Agreement Cert fully signed. Form.pdf	pdf	5ca8ad3f293a5312448eec76	04/06/2019
Community Outreach Meeting Documentation	outreach attestation.pdf	pdf	5ca8ad662724e81b52560e91	04/06/2019

Community Outreach Meeting Documentation	2 NORINO WY 300FT.pdf	pdf	5ca8aebb3d84de123a616c30	04/06/2019
Community Outreach Meeting Documentation	TheDailyNewsofNewburyport_20190306_13.pdf	pdf	5ce5c555fe6a8617e208c035	05/22/2019
Community Outreach Meeting Documentation	HumboldtEast - Community Outreach Documents.pdf	pdf	5de7cab07aad8653363bfe8f	12/04/2019
Plan to Remain Compliant with Local Zoning	HumboldtEast - Plan to Remain Compliant with Local Zoning.pdf	pdf	5de7cabb66a32657cfbdde06	12/04/2019

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.: \$1

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	HumboldtEast - Plan for Positive Impact of Disproportionate Impact.pdf	pdf	5e669d76d2a4e4440583a0b1	03/09/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:  
 First Name: Jamie Last Name: Fishman Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	goodStanding.pdf	pdf	5cc354c4942dc34c4ebe13f2	04/26/2019
Bylaws	HumboldtEastBylaws.pdf	pdf	5ce5c59f722cea17c125e462	05/22/2019
Department of Revenue - Certificate of Good standing	DOR Response Good Standing.pdf	pdf	5ce5c5ce58ad7e1336c24fb2	05/22/2019
Articles of Organization	cert_of_organization.pdf	pdf	5ce5c65c69291617ba85d9a8	05/22/2019
Department of Revenue - Certificate of Good standing	HumboldtEast - MA Department of Revenue Tax Good Standing.pdf	pdf	5de7cd8240e348579197f7a0	12/04/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	HumboldtEast, LLC - Good Standing Certificate.pdf	pdf	60424e234e7ce735949ce162	03/05/2021
Department of Unemployment Assistance - Certificate of Good standing	HumboldtEast - Letter of Attestation.pdf	pdf	604259304e7ce735949ce1b1	03/05/2021
Department of Revenue - Certificate of Good standing	HumboldtEast - MA Department of Revenue Tax Good Standing.pdf	pdf	6042656fb3603835a49f3d39	03/05/2021

Massachusetts Business Identification Number: 001354483

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	HumboldtEast - Business Plan.pdf	pdf	5ce828e469291617ba85ddfa	05/24/2019
Plan for Liability Insurance	HumboldtEast - Plan for Obtaining Liability Insurance.pdf	pdf	5ce829aa624ce5135e923ec6	05/24/2019
Proposed Timeline	HumboldtEast -Proposed Timeline.pdf	pdf	5ce82eba624ce5135e923ee6	05/24/2019
Proposed Timeline	HumboldtEast - Proposed Timeline.pdf	pdf	5de7ce06160e3b57a3dd52d7	12/04/2019
Business Plan	HumboldtEast - Response to Business Plan.pdf	pdf	5de7cfa59c1081532b9a8435	12/04/2019
Proposed Timeline	HumboldtEast - Proposed Timeline.pdf	pdf	5e6676398b5ea5469520ea71	03/09/2020
Proposed Timeline	Humboldt - Proposed Timeline.pdf	pdf	6042662db3603835a49f3d3d	03/05/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	HumboldtEast - Security Plan.pdf	pdf	5ce82a68fe6a8617e208c4b5	05/24/2019
Prevention of diversion	HumboldtEast - Prevention of Diversion.pdf	pdf	5ce82a71622b7c1357f6f233	05/24/2019
Storage of marijuana	HumboldtEast - Storage of Marijuana.pdf	pdf	5ce82a7a1dae681319ce7fb3	05/24/2019
Inventory procedures	HumboldtEast - Inventory Procedures.pdf	pdf	5ce82a8cfe6a8617e208c4b9	05/24/2019
Maintaining of financial records	HumboldtEast - Maintaining of Financial Records.pdf	pdf	5ce82ae933099617d7942cf0	05/24/2019
Separating recreational from medical operations, if applicable	HumboldtEast - Separating Recreational from Medical Operations.pdf	pdf	5ce82fa1bbb9651341339774	05/24/2019
Dispensing procedures	HumboldtEast -Dispensing Procedures.pdf	pdf	5ce8300964ca8317f4fc9045	05/24/2019
Transportation of marijuana	HumboldtEast - Transportation Plan.pdf	pdf	5de7d34e26aa77532085e4cc	12/04/2019

Restricting Access to age 21 and older	HumboldtEast - Restricting Access to Age 21 or Older.pdf	pdf	5de7d363bcb01253152f8e9f	12/04/2019
Quality control and testing	HumboldtEast - Quality Control and Testing.pdf	pdf	5de7d3709c1081532b9a8449	12/04/2019
Personnel policies including background checks	HumboldtEast - Personnel Policies.pdf	pdf	5de7d381b4f83557d6cc9a2c	12/04/2019
Record Keeping procedures	HumboldtEast - Record Keeping Procedures.pdf	pdf	5de7d39040e348579197f7b6	12/04/2019
Qualifications and training	HumboldtEast - Qualification and Training.pdf	pdf	5de7d39eb4f83557d6cc9a30	12/04/2019
Policies and Procedures for cultivating.	HumboldtEast - Cultivation Plan.pdf	pdf	5de7d3c7fd468857b99bf18f	12/04/2019
Diversity plan	HumboldtEast - Diversity Plan.pdf	pdf	5e667746a290f94426bd9d17	03/09/2020

### ATTESTATIONS

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

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

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

Notification: I Understand

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

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 Agree

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Not Applicable, plan has not yet commenced.

### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Not Applicable, plan has not yet commenced.

### HOURS OF OPERATION

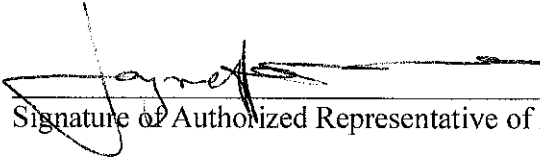
Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

## Host Community Agreement Certification Form

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

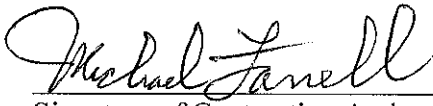
### Applicant

I, Jayme Fishman, (*insert name*) certify as an authorized representative of HumboldtEast, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Georgetown, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on February 11, 2019 (*insert date*).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Michael Farrell, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Georgetown, MA (*insert name of host community*) to certify that the applicant and Georgetown, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 11, 2019 (*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, Jayme Fishman, (*insert name*) attest as an authorized representative of HumboldtEast, LLC (*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 March 15, 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 March 6, 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 February 27, 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 March 6, 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.

SUBJECT LOT: MAP 15 LOT 50H - 2 NORINO WAY										
OWNER: NO-RAL PROPERTIES LLC, 6 NORINO WAY, GEORGETOWN, MA 01833										
ABUTTERS OF 300FT										
MAP/LOT	LOCATION	BOOK	PAGE	OWNER	CO-OWNER	MAILING ADDRESS				
15-136	93 TENNEY ST	14389	0520	SHOER LARRY I & CINDY M MARTIN J. TR	SYLACIN TRUST	P.O. BOX 75		SO. LANCASTER	MA	01561
16-48	TENNEY ST	13132	0590	TOMPKINS B & DESJARDINS S TR	OF THE TOMPKINS/DESJARDINS TR	74 LONG HILL RD		ROWLEY	MA	01969
15-50G	4 NORINO WY	26180	0432	NO-RAL PROPERTIES LLC		6 NORINO WY		GEORGETOWN	MA	01833
15-50J	9 LONG HILL RD	27682	0497	CROWN ATLANTIC COMPANY LLC		PMB 353 - 4017 WASHINGTON RD		MCMURRAY	PA	15317
16-48A	2 LONG HILL RD	36174	0474	COLLINS KEVIN	NANCY COLLINS	2 LONG HILL RD		GEORGETOWN	MA	01833
16-48C	6 LONG HILL RD	34703	0268	HAGAN THOMAS JAMES	MELISSA C HAGAN	6 LONG HILL RD		GEORGETOWN	MA	01833
16-48B	4 LONG HILL RD	16278	0553	SHAH SUMUL J	NEILJ A SHAH	4 LONG HILL RD		GEORGETOWN	MA	01833
15-50F	6 NORINO WY	18149	0580	RANN REALTY LLC		6 NORINO WAY		GEORGETOWN	MA	01833
15-135	91 TENNEY ST	14389	0520	SHOER LARRY I & CINDY M MARTIN J TRUSTE	SYLACIN TRUST	P.O. BOX 75		SO. LANCASTER	MA	01561
15-50E	7 PATRIOT LN	26106	0178	NO-RAL PROPERTIES LLC		6 NORINO WY		GEORGETOWN	MA	01833
15-50B	1 PATRIOT LN	21060	0501	SAN GIORGIO I, LLC LONGVIEW @ GT	C/O THE DOLBEN CO INC	P.O. BOX 7680	NSX# 110658-0510	MERRIFIELD	VI	22116
15-61	70 TENNEY ST	36911	0151	JEK 70 TENNEY ST LLC		70 TENNEY ST		GEORGETOWN	MA	01833



# Ex-boyfriend offers woman money to take him back

## Dear Abby

**DEAR ABBY:** I was involved with a man ("Mike") I cared deeply about. One day he came to me saying he had a "secret" he needed to share. He explained that he was in love with another woman, and they had decided to get back together. I asked him all the normal questions. He explained as best as he could and apologized.

Three weeks later, Mike called me and told me he missed me and thought he had made a mistake. I went over and stayed the night. I didn't call him after that, but now he's calling me all the time.

Mike is still involved with the woman he broke up with me for. I have asked him repeatedly to leave me alone, but he is now offering me money and promising to pay my bills if I will be involved with him while he's with this other woman.

I need your advice. I could use the help financially, but I don't want to get involved with this situation because my feelings are at risk.

**FRAGILE IN FLORIDA**

**DEAR FRAGILE:** I wonder if the

woman Mike reconciled with has a clue that he is cheating already. He does not care about you or have your best interests at heart. He's attempting to put your relationship on a cash-on-delivery basis not out of concern for your financial difficulties but because he has no respect for your integrity. How insulting! Although you may need financial help, if you value your self-respect, turn him down. And from now on, block his calls because Mike is bad news.

**DEAR ABBY:** I have been living with intense grief and depression for a number of years. I have tried every way imaginable to deal with it, to no avail. I am no longer interested in fighting it. I have had suicidal ideation for years but haven't acted on it because of the pain it would cause my family.

Now it appears I have an answer. I have discovered that I have cancer. I have decided to do nothing about it and let it take me. I'm just not sure whether or not to tell my family.

I am inclined to say nothing until it's too late, but I fear this decision will cause them as much pain as if I had died by my own hand. I don't

want to be here, and I don't think I should have to be simply because others expect it. I don't have a close relationship with my family anyway, if that has any bearing. We speak infrequently at best. Your thoughts, please?

### DONE WITH IT

**DEAR DONE:** I am sorry for your despair. You say your only question is whether to tell your family about your diagnosis because of the pain it may cause them, although you are not close and communicate infrequently. If you have truly made up your mind to refuse treatment, I vote for not informing them, which could be construed as trying to put them on a guilt trip. Everyone has a right to make this highly personal decision for themselves, but I hope you will remain in touch with your doctor, which may lessen any physical or psychological suffering you experience during the course of your disease.

*Dear Abby is written by Abigail Van Buren, also known as Jeanne Phillips, and was founded by her mother, Pauline Phillips. Write Dear Abby at [www.DearAbby.com](http://www.DearAbby.com) or P.O. Box 69440, Los Angeles, CA 90069.*

## WONDERWORD

By DAVID OUELLET

**HOW TO PLAY:** All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

'A STAR IS BORN' (FILM)

Solution: 7 letters

S I N G E R A F I V O C A L S  
D E E L L E P P A H C H R A R  
N I L O V E E V A D E A A D E  
A L S T E U D E R A C E T Y T  
B R O Z N E R O L R M A S E T  
G A N E S I C S C I O E T L E  
E H L R C E H O T O L T H D F  
O C A D R O N S M D O A H A G  
R N B L W C T A O I M P M R A  
G O E S E I N O L U L E E B I  
E S L R E A N L S B H A I R L  
I K T B G G E I O L C E L A L  
V C Y E A A C B R O W N S M I  
O A R G D A B O W E I F L O W  
M J A L L Y A L C E C I D N R

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**Yesterday's Answer: Shoes**

Treasures 13 through 34 can be purchased online at [www.WonderWordBooks.com](http://www.WonderWordBooks.com).

## Horoscope and bridge column appear on Page 16

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Tuesday-Saturday.....5pm day prior  
Sunday paper.....5pm Friday (auto only)  
Sunday paper.....5pm Friday

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#### LOST & FOUND

NO. ANDOVER: off Main St. FOUND expensive watch 1st week of February  
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### Real Estate

#### HOMES

Gloucester - Stunning Back Shore custom designed colonial built by well-known contractor. Perfectly sited on a spacious private manicured lot with granite hardwoods, mature plantings and landscape lighting, perched on an elevated knoll. This high quality home invites you through iron gates to a home with pristine hardwood floors, polished tile, marble and solid oak doors and trim throughout. The spacious rooms take full advantage of an open airy feel filled with sunlight. Highlighting the home, an updated kitchen that opens to a two story vaulted-ceiling family room w/ full-height granite fireplace opening to an expansive game room w/bar. The home also features a finished basement, two-car tiled garage, multiple decks and patio. A tranquil sanctuary setting! Near beaches. \$985,000

**Rick Petralia**  
**J Barrett & Company**  
**978-239-6207**

#### UNDER CONTRACT

NEWBURYPORT  
One of Newburyport's earliest! 1657 Saltbox with direct views out across the expansive Mouth of the River. Two bedrooms, giant fireplaces, flower garden. Country kitchen with picturesque pantry room. Upgrades are left for the new owners; the period character remains. The other side of this duplex is also for sale, enabling a new owner to possess a single family residence. Sunrises are your daily excitement. \$419,000

**RIVER VALLEY R.E.**  
Call Joanie Purinton for appt 978-462-6898

#### NEW PRICE

WEST NEWBURY  
Spacious and sturdy Colonial home with three living levels - needs rehab - new heating system, 1998 huge country kitchen, newer hot water heater and newer roof, passed Title V/septic inspection. High ceilings, fireplace, fine moldings, two bays of huge windows, 3,000+ square feet on 4.5 acres. This can be a magnificent home! Legal third-floor apartment, \$1000/mo rental income..... \$400,000

**RIVER VALLEY RE**  
Call Pat Skibbee for appointment  
978-502-4782, or office 800-773-9990

#### SOLD!

HAMILTON - Top Hamilton location/cul de sac with pond for this handsome 4 bedroom Colonial reproduction set up on knoll - very easy to HW High School / Miles River Middle School. Excellent room sizes, huge vaulted ceiling. FF family room opens to roomy eat-in kitchen, beautiful in-ground gunite pool, 5-burner gas range, + finished room in lower level, new carpeting, new paint, some finishing touches needed. two-car garage, very private rear yard. \$746,000

**RIVER VALLEY RE**  
Call Pat Skibbee for appointment  
978-502-4782, or office 800-773-9990

#### HOMES

PLAISTOW, NH - Sale by Owner  
3 Family, 2 bedroom each unit, 2 car garage corner lot, 1.430 acres \$425,000  
978-809-1766

#### SOLD!

Newburyport~High Street  
THE MERRILL HOUSE ~ 1791 elegance and space with period features. 4 fireplaces, raised field paneled mantel walls; double staircases, cornice moldings. Formal dining room, library, private second floor deck, heated sunroom looking out on 1/2 acre of lawn and gardens. All systems updated, SS kitchen, Master Bath, two story carriage barn. Kept meticulously by caring owners. \$799,000

**RIVER VALLEY RE**  
Call Joanie Purinton 978-462-6898  
or office, 978-363-8851 for more information or to arrange a showing

#### LAND/ACREAGE

WEST NEWBURY - NEW LISTING - Gorgeous renovated antique on large, exciting original features, private grounds - 10 rooms, 3 FF, double stair, magnificent chef's kitchen, 3.5 baths, elegant master bath and dressing room. Separate wing for au pair suite; two car garage. This is a beauty! \$629,000

**RIVER VALLEY RE**  
Call Joanie Purinton for appointment/info  
978-502-4782, or office 800-773-9990

#### LAND/ACREAGE

Gloucester - Serene Setting For Two Buildable Lots with this sale! Situated in a wooded area in a quiet Lanesville neighborhood. Short run for water and sewer located at the street. Lot will comprises 6.44 acres +/- with approximately 295 feet of road frontage providing generous road frontage and an abundance of land for lot conformance. Anticipated building site has plenty of uplands and away for any wetland buffers. Lots slope away from street to provide buildings with two levels of living at the front and three-levels to the rear side for additional living area square footage. Near the Rockport -Gloucester line, site has easy access to commuter train to Boston and Plum Cove Beach. No septic or wells necessary! Sellers will complete lot division of two city approved lots at their expense. Developers take notice! Total land of 6.44 acres consists of the combination of three parcels. \$434,000

**Rick Petralia**  
**J Barrett & Company**  
**978-239-6207**

SALISBURY 2.27 ACRES +/--. All approvals in place.Sewer and water at street. Beautiful lot, next to rail trail. \$185k Firm 978-519-9567

#### COMMERCIAL/BUSINESS

**SUMMERVIEW R.E.**  
**WE GET RESULTS!**  
Home - Land - Multi - Office  
Business Residential:  
Fixer upper on 8 Acres Derry, NH.\$299,000  
Or lease House and Land call for details  
3-4 Bed W/par In-Law Chester NH  
\$289,000  
2 BR, Condo side by side NH...\$181,500  
Land:  
Industrial, 5 Ac. Bld 14,000 ft...\$299,000  
Or lease \$2000 a mo rent to own  
Bld & Land earn 50K yr & build 10,000 ft  
6.24 Acres Com. Land Downtown Derry NH  
...lease \$5500 mo can be Sub Divided  
Conway NH Land Main St. Multi / Bus.  
...buy for \$89,000 or lease \$895  
8 Ac. Derry NH...Buy 299k lease \$2000/mo  
Multi Family:  
Mixed Use 3 bed house 4 apts and auto sales, service garage Hudson NH.....\$795,000  
20 Unit Bld Bld 7% inc.NH.....\$2,100,000  
5 units 3 Com & 2 Apt. Hudson NH \$465,000  
2 Fam Derry 3 & 2 bed .....\$249,000  
2 Fam Derry 2 & 1 bed .....\$249,000  
6 Unit Office Bld. w/d bld 10k ft...\$798,000  
7 Unit, Hardwood, garages.....\$879,000  
Business for Sale:  
Coast of NH Italian Rest 140 seats \$300,000  
Pizza & Subs doing \$15,000 wk.....\$159,000  
NH Variety Store: Land/Bldg Bus.....\$75,000  
Pizza/Subs: Southern NH .....\$109,000  
Steakhouse & Bar Business So NH  
...\$150,000  
Beauty Salon locations from...\$895 Month  
WE NEED AGENTS Mass / NH  
Join our Company in 2019 Southern NH & Mass  
\*\* 603-432-5453 \*\*  
[www.sresre.com](http://www.sresre.com)



### Rentals

#### APARTMENTS

AMESBURY, MA IN TOWN! 1 & 2 bedrooms. From \$950 to \$1080 + utilities. A/C, on site laundry. No cats or dogs. 978-388-4212. [www.amesburygardens.com](http://www.amesburygardens.com)

Gloucester - First Floor! Long-Term Apartment Rental! Centrally located in Gloucester's historic business district, this sprawling two-bedroom first-floor apartment offers many highly regarded appointments to include one and one-half baths, two-car parking, gleaming hardwood floors throughout, two-zone natural gas forced hot water heating, vented skylights and an attic and designated basement storage and laundry. Quick access to beaches, highway and downtown train station. No Pets. No-Fee Application required with a minimum credit score of 685 to qualify.\$1,550/mo

**Rick Petralia**  
**J Barrett & Company**  
**978-865-1203**

Gloucester - Long-Term Apartment Rental in historic business district! Located in a modern building, this pristine four-room, two-bedroom apartment is served by an elevator. Modern unit unit possess large windows, hardwood floors, full-appliance kitchen with granite counter tops, natural gas heating, central air conditioning and laundry hookups. Enjoy downtown with fine restaurants and shopping and quick access to beaches, highway and train station. No Pets. No-Fee Application required with a minimum credit score of 675 to qualify. \$1,495/mo

**Rick Petralia**  
**J Barrett & Company**  
**978-865-1203**

## PUBLIC NOTICES

### PUBLIC NOTICES

#### COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 15, 2019 at 4PM at the Georgetown Peabody Library located at 2 Maple Street, Georgetown, MA 01833. The proposed cultivation facility is anticipated to be located at 2 Norino Way, Georgetown, MA 01833. There will be an opportunity for the public to ask questions.  
NT - 3/6/19

#### Partnership and Control

Verizon Wireless (verizon Wireless) proposes the collocation of wireless communications antennas at a top height of 79 feet on an 88-foot building at the approx. vicinity of 25 Temple Street, Newburyport, Essex County, MA 01950. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Trileaf Corp, Theresa, t.docal@trileaf.com, 8600 LaSalle Rd, Suite 301, Towson, MD 21286, 410-853-7128  
NT - 3/6/19

# SELL YOUR HOUSE FAST.

# CALL 800.927.9200.

# TODAY.



**The DAILY NEWS**



## 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, Jayme Fishman, (*insert name*) attest as an authorized representative of HumboldtEast, LLC (*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 March 15, 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 March 6, 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 February 27, 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 March 6, 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.

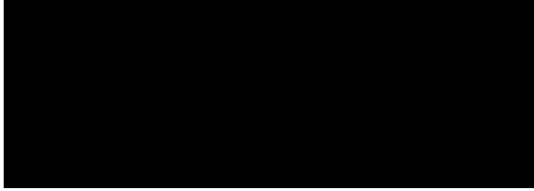
NT – 3/6/19

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Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 15, 2019 at 4PM at the Georgetown Peabody Library located at 2 Maple Street Georgetown, MA 01833. The proposed cultivation facility is anticipated to be located at 2 Norino Way, Georgetown, MA 01833. There will be an opportunity for the public to ask questions.

March 6, 2019

Humboldtcast, LLC  
395B Ipswich Rd  
Boxford, MA 01921



Re: Humboldtcast, LLC Community Outreach Meeting

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 15, 2019 at 4PM at the Georgetown Peabody Library located at 2 Maple Street Georgetown, MA 01833. The proposed cultivation facility is anticipated to be located at 2 Norino Way, Georgetown, MA 01833. There will be an opportunity for the public to ask questions.

Regards,

A handwritten signature in blue ink, appearing to read "Jayme Fishman".

Jayme Fishman, Founder  
Humboldtcast, LLC



## **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

The Town of Georgetown Zoning Bylaw provides that a cannabis cultivation facility is a use allowed by a Special Permit in the Marijuana Business Overlay District. Marijuana Businesses must also obtain Site Plan Approval.

HumboldtEast, LLC's proposed facility at 2 Norino Way, Georgetown, MA (the "Facility") is located in the Marijuana Business Overlay District, can satisfy or obtain waiver from the 300-foot separation requirements, and is therefore eligible for a Special Permit from the Georgetown Planning Board. Application will be made to the Planning Board once a Provisional License from the Cannabis Control Commission is obtained, because that license is required to be included in the application package.

No other local approvals are required.

### **Special Permit Requirements**

HumboldtEast, LLC (the "Company") is or will be able to satisfy all application requirements for a special permit for cannabis cultivation in Georgetown's Marijuana Business Overlay District, as set forth in §165-161 of the Zoning Bylaw.

- A. The Company will apply for Site Plan Approval pursuant to §165-83 of the Zoning Bylaw prior to construction of the Facility.
- B. The construction and operation of the Facility will be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements.
- C. The Company will pay all required fees for the Site Plan Approval and Special Permit application.
- D. All site and structural plans and maps submitted in support of the Site Plan Approval or Special Permit will be prepared, sealed and signed by a professional civil engineer licensed to practice in the Commonwealth of Massachusetts, unless otherwise indicated by the Planning Board. All building plans and elevations submitted in support of the Site Plan Approval or Special Permit will be prepared, sealed and signed by an architect licensed to practice in the Commonwealth of Massachusetts, unless otherwise indicated by the Planning Board.
- E. The Company will demonstrate to the Planning Board that, in determining the location of the proposed Facility, the Company:
  - 1. Has inventoried and understands other existing potential development sites;
  - 2. Has evaluated its proposed location in its larger context, in particular, the potential beneficial or detrimental connections to surrounding land uses and activities;

3. Has determined its proposed located falls within the Marijuana Business Overlay District;
  4. Has obtained liability insurance that satisfies Zoning Bylaw § 165-161G.
- F. Upon request from the Planning Board, the Company will cooperate with local emergency services in developing an emergency response plan, and will identify a responsible person for public inquiries throughout the life of the Facility.
1. Prior to issuance of a building permit, the Company will provide a written plan including but not limited to a project summary to the Town's Board of Selectmen, local safety officials including the Police Chief, Fire Chief and Building Inspector, and other at the direction of the Planning Board.
  2. The Facility will be designed to allow access within the area of the Facility to authorized personnel as well as state and municipal emergency personnel only.
- G. If required by the Planning Board, the Company will provide evidence of liability insurance in an amount, and for the duration, sufficient to cover loss or damage to persons and property occasioned by the failure of the facility
- H. The Facility will be located in an eligible location within the Marijuana Business Overlay District.
- I. The Facility will either satisfy or obtain waiver from the 300-foot separation requirements set forth in Zoning Bylaw § 165-161(H)-(I). Specific provision is made in § 165-161(I) for a reduction in that setback, which may be granted by a supermajority vote of the Planning Board upon proper showing.
- J. The Facility will be designed and operated so that there will be no visual proof or visibility of use activities or products occurring within or on the premises from the exterior of the Facility or premises.

In connection with its Special Permit Application, the Company will demonstrate to the Planning Board that:

1. The Facility will comply with all applicable requirements set forth in Article XIX of the Zoning Bylaw;
2. The Facility will minimize visual impact by controlling off-site visibility of parking, storage, or other outdoor service areas viewed from public ways and places or land residentially used or zoned;
3. The Facility will provide adequate storm water management and other utilities consistent with the functional requirements of the Town of Georgetown Subdivision Rules and Regulations, Department of Environmental Protection, Massachusetts Stormwater Management Handbook (as revised);

4. The Facility will maximize pedestrian and vehicular safety on-site, including points of ingress and egress;
5. The Facility will minimize glare from headlights and lighting intrusion;
6. The Facility will minimize unreasonable departure from character, materials, and scale of buildings in the vicinity, as viewed from public ways and places or premises residentially used or zoned;
7. The Company will ensure compliance with the provisions of the Town of Georgetown's Zoning Bylaw, including parking, signs, landscaping, environmental standards and other pertinent sections;
8. The property is an appropriate location for the specific use as a Tier 3 Cultivation Facility;
9. No nuisance is expected to be created by the use;
10. The Facility and the premises provide adequate access for emergency service equipment;
11. The Facility will be constructed and operated in a manner that minimizes adverse visual, safety and environmental impacts;
12. The Facility will not create a nuisance to abutters or to the surrounding area, or create any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

The Company understands that, pursuant to Zoning Bylaw § 165-162(C), the Planning Board may impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of § 165-162, which the Company understands may include:

1. Limitations on the hours of operation.
2. A condition that the Company file a copy of any Incident Report required under regulations promulgated in accordance with G.L. c. 94C, G.L. c. 94G, or G.L. c.94I, with the Zoning Enforcement Officer and the special permit granting authority within 24 hours;
3. A condition that the Company file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by the CCC, DPH or the Division of Administrative Law Appeals, as applicable, regarding the Marijuana Business with the Zoning Enforcement Officer and special permit granting authority within 48 hours of receipt by

the Marijuana Business;

4. A condition that the Special Permit may lapse within five years of its issuance, and that if the permit holder wishes to renew the special permit, an application to renew the Special Permit must be submitted at least 120 days prior to the expiration of the Special Permit;
5. A condition that the Special Permit may be limited to the current applicant and shall lapse if the permit holder ceases operating the Marijuana Business;
6. A condition that the Special Permit shall lapse upon the expiration or termination of the applicant's registration by the Cannabis Control Commission;
7. A condition that the Company notify the Zoning Enforcement Officer and special permit granting authority in writing within 48 hours of the cessation of operation of the Marijuana Business or the expiration or termination of the permit holder's registration with CCC.

The Company acknowledges that, in addition to the materials required under Article XIII of the Zoning Bylaw, that the Company's Special Permit Application shall include:

1. A copy of its registration from the CCC;
2. A detailed floor plan of the premises of the proposed Facility that identifies the square footage available and describes the functional areas of the Marijuana Business;
3. Detailed site plans that include the following information:
  - (a) Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Bylaw and Chapter 165 of Town of Georgetown Zoning bylaws;
  - (b) Convenience and safety of vehicular and pedestrian movement off the site, if off-site vehicular and pedestrian traffic can reasonably be expected to substantially affected by on-site changes;
  - (c) Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
  - (d) Design and appearance of proposed and/or existing buildings, structures, freestanding signs, screening and landscaping; and
  - (e) Adequacy of water supply, surface and subsurface drainage and light.
4. A description of the security measures, including employee security policies, approved by the CCC for the Facility;

5. A copy of the emergency procedures approved by the CCC for the Facility;
6. A copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Businesses;
7. A copy of proposed waste disposal procedures; and
8. A description of any waivers from CCC regulations issued for the Facility.
9. A showing of the distance in linear feet from property line to property line of any zoning district, activity or use occurs as described in Zoning Bylaw §165-161(H);

The Company will satisfy all dimensional requirements and design standards set forth in applicable portions of the Georgetown Zoning Bylaw, or obtain waiver therefrom as provided by the Zoning Bylaw, including without limitation, in §§ 165-84, 165-162(F), & 165-163(A)(2).

The Facility will be designed with setbacks that mitigate any potential adverse impacts on abutting properties.

All exterior lighting at the Facility will be consistent with local, state and federal law. Lighting will, to the extent possible, be limited to that required for safety and operational purposes, and will be reasonably shielded from abutting properties. Where feasible, lighting will be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

The Company will submit to the Planning Board a Landscape Plan detailing the following:

- (a) All proposed changes to the landscape of the site, including temporary or permanent roads or driveways, grading, area of vegetative clearing, all proposed vegetative screening and/or fencing and planting, exterior lighting and structures;
- (b) Planting design shall include details of the types and size of plant materials. To the extent feasible or practicable, landscaping shall be designed in an environmentally sensitive manner with non-invasive drought tolerant native plants, so as to reduce irrigation needs and heating and cooling needs;
- (c) All landscaped areas shall be properly maintained and monitored for at least two growing seasons. Shrubs or trees that die shall be replaced by the applicant or property owner within one growing season. The long term maintenance of approved landscaping shall be the responsibility of the individual or entity identified in the application for facilities maintenance purposes.

All signage at the Facility will comply with the provisions of Article X of Town of Georgetown Zoning Bylaws, and all applicable regulations of the CCC. The Company will submit to the Planning Board the location, materials and details of proposed signs. Such signage will identify the owner of the Facility and provide a 24-hour emergency contact phone number. The Facility will not be used for displaying any advertising except for reasonable identification of the operator.

Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the Facility and per best management practices and otherwise prescribed by applicable laws, regulations, and bylaws, particularly but not limited to Town of Georgetown's Chapter §49 Earth Removal and Chapter 57 Erosion and Stormwater Control. The limit of work shall be shown on the submitted Site Plan.

The Company will maintain the Facility in good condition. The individual or entity responsible for maintenance shall be clearly identified in the Special Permit or Site Plan Approval application. The Company understands that maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Fire Chief and other public safety officials. The Company will be responsible for the cost of maintaining the Facility and any access road(s) and the cost of repairing any damage occurring as a result of operation and construction. The Company will be responsible for all activities identified on said plan until the Facility is closed.

In the event that the Facility closes or ceases operations, the Company will completely physically remove from the premises all fixtures and appurtenances that pertain to or are specialized for the use as a marijuana cultivation facility no more than 150 days after the date of discontinued operations. At least thirty (30) days prior to the proposed date of discontinuation of operations, the Company shall notify the special permit granting authority and the Building Inspector by Certified Mail of the proposed date of discontinued operations and include plans for removal. Decommissioning the Facility shall consist of:

- (a) Physical removal of all specialized structures and equipment required for a Marijuana Business facility;
- (b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.

**Municipal Cost Documentation**

Not applicable, business has not yet commenced.

## **PLAN FOR POSITIVE IMPACT ON AREAS OF DISPROPORTIONATE IMPACT**

### **I. Plan Goals**

HumboldtEast, LLC (the “Company”) cannabis cultivation facility at 2 Norino Way, Georgetown, MA (the “Facility”) will develop and implement a Disproportionate Impact Area Plan (the “Plan”) consistent with the guidance of the Cannabis Control Commission (the “Commission”). The goal of the Plan is to have a positive impact on areas of disproportionate impact, as defined by the Commission.

### **II. Plan Elements**

To achieve its goal, the first and most important element of the Plan has been to locate the Facility within a reasonable distance from Haverhill, a Commission-designated area of disproportionate impact. This location will benefit the City of Haverhill in several ways including by creating 1 to 12 cannabis-related jobs in northern Essex County, with room for expansion. These new jobs will include salary-based and hourly employees. The Company cannot commit to hiring all of its employees and/or contractors from areas of disproportionate impact, but intends to have residency in areas of disproportionate impact be a supportive factor to be considered relative to a particular applicant in the hiring and will aim to hire at least twenty percent (20%) of its employees and/or contractors from areas of disproportionate impact. The means of achieving a workforce that includes residents of areas of disproportionate impact will include posting open positions using job websites (such as Indeed.com), with the limitation on hiring to those age 21 or older made clear to interested candidates, and encouraging organizations in these areas, including organizations and those serving Commission-designated areas of disproportionate impact, to inform members of job openings and encourage applications from those age 21 or older. Organizations that have been contacted and have given written consent to working with the Company on openings for those age 21 and older include the following:

- Haverhill Chamber of Commerce: The Haverhill Chamber of Commerce already has one cannabis related businesses member and expressed a willingness to allow the Company to post positions there as long as the Company was a member, so the Company joined as a full member for this purpose; and
- Northern Essex Community College: The Director of Academic, Career and Civic Engagement invited the Company to post our positions to student and alumni using the College’s online system, and participate in: on-campus recruitment, their internship program, and networking events.

The aforementioned two organizations were chosen by the Company because, in part, they advertise to areas of disproportionate impact.



As a second element of the Plan, the Company will host cannabis information seminars in Haverhill and other areas of disproportionate impact. The number of persons able to attend each seminar will depend on the size of the venue the Company holds each seminar at. With that said, the Company will attempt to have at least twenty (20) people attend each seminar.

The goal of these seminars is to provide free educational and informational sessions where residents can learn about, and gain the tools to successfully navigate, the Massachusetts cannabis industry. Teaching residents of areas of disproportionate impact about the cannabis industry can have many benefits, including, but not limited to, providing the information necessary to either start a marijuana business or to gain employment by a marijuana establishment. Seminars may cover the following topics, amongst others: (1) general information about the state of the cannabis industry at both the state and federal level; (2) the licensing application process; (3) what challenges licensees and businesses face; (4) best practices for operating a cultivation facility; and (5) considerations for how to attract capital. The Company will hold two seminars in the first year of operation and at least annually thereafter.

### **III. Measurement and Accountability**

Regularly measuring success will be a key component of the Plan. The Company will periodically gather pertinent information to measure the efficacy of its direct efforts to benefit the City of Haverhill, and/or any other Commission-designated areas of disproportionate impact, including, but not limited to, actual and/or estimated dollars expended in and for Haverhill and other Commission-designated areas. For example, the Company will seek to quantify its vendor purchases, employee salaries and seminar event spending associated with Haverhill. More specifically, the Company will seek to hire at least 20% of its employees from areas of disproportionate impact. The Company will post job openings on an as-needed basis and will ensure such openings are made available to residents of areas of disproportionate impact.

To ensure the Plan has measurable criteria, the Company will log the number of employees and/or contractors hired from areas of disproportionate impact, and the number of seminars held, the topics covered at each and the number of attendees. At the end of the first year following receipt of a provisional license and each year thereafter, the Company will undertake written assessments of its success in making contributions to Haverhill and other Commission-designated areas of disproportionate impact. The written assessments will include, but not be limited to: (1) the number of employees and/or contractors and total gross spending on compensation and benefits for residents of areas of disproportionate impact; (2) to the extent necessary, recommendations for improving the effectiveness of the Company's efforts relative to disproportionate impact areas; and (3) the number of seminars held, the topics covered at each, and the number of attendees at each seminar.

### **IV. Legal Obligations/Acknowledgments**

The Company will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

HumboldtEast, LLC  
Georgetown Cultivation  
March 9, 2020

Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



William Francis Galvin  
Secretary of the  
Commonwealth

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

April 5, 2019

TO WHOM IT MAY CONCERN:

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

**HUMBOLDTEAST LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 19, 2018**.

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

I also certify that the names of all managers listed in the most recent filing are: **JAMIE FISHMAN**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

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



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**BYLAWS  
OF  
HumboldtEast, LLC (THE “COMPANY”)**

**ARTICLE I  
OFFICES AND RECORDS**

**Section 1.1. PRINCIPAL OFFICE.** The principal office of the Company shall be within or without the Commonwealth of Massachusetts as set forth in the Company's Certificate of Organization or subsequent filing with the Secretary of the Commonwealth.

**Section 1.2. OTHER OFFICES.** The Company may also have other offices at any places, within or without the Commonwealth of Massachusetts, as the Board of Managers may designate, or as the business of the Company may require or as may be desirable.

**ARTICLE II  
MEMBERS**

**Section 2.1. PLACE OF MEETING.** Meetings of the members (each a “Member”) shall be held either at the principal office of the Company or at any other place designated by the Board of Managers, either within or without the Commonwealth of Massachusetts, as shall be designated in the notice of the meeting or executed waiver of notice.

**Section 2.2. MEETINGS OF MEMBERS BY REMOTE COMMUNICATION.** The Board of Managers may authorize Members not physically present at a meeting of Members to participate in a meeting of Members by means of remote communication and be deemed present and entitled to vote at the meeting, subject to any guidelines and procedures adopted by the Board of Managers.

The Board of Managers may also authorize that any annual or special meeting of Members shall be held solely by means of remote communication as set out this Section 2.2 without a physical assembly of Members.

**Section 2.3. ANNUAL MEETING.** An annual meeting of Members, for the purpose of electing Managers and transacting any other business as may be brought before the meeting, shall be held on the first Wednesday in May, or such other date as the Board of Managers may determine.

Failure to hold the annual meeting at the designated time shall not affect the validity of any action taken by the Company. If the Board of Managers fails to call the annual meeting, any Member may make demand in writing to any officer of the Company that an annual meeting be held.

**Section 2.4. SPECIAL MEMBERS' MEETINGS.** Special meetings of the Members may be called:

- (a) by the Board of Managers;
- (b) by the President;

Only business within the purposes described in the Company's meeting notice may be conducted at a special meeting of the Members.

**Section 2.5. RECORD DATE FOR MEMBER ACTION.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the record date shall be:

- (a) on the date fixed by the Board of Managers in the notice of the meeting;
- (b) at the close of business on the day before the first notice is delivered to Members, if no date is fixed by the Board of

Managers; or

(c) on the day before the Members' meeting, if no notice of meeting is mailed to Members

For action by consent of the Members without a meeting, the record date for Members entitled to approve the action subject of the consent shall be:

(a) on the date fixed by the Board of Managers; or

(b) the date that the first Member signs the written consent, if no date is fixed by the Board of Managers.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of Members. A determination of Members entitled to notice of or to vote at a Members' meeting is effective for any adjournment of the meeting unless the Board of Managers fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

**Section 2.6. NOTICE OF MEMBERS' MEETING.** Written notice of any annual or special meeting of Members shall be given to any Member entitled to notice not less than ten (10) days nor more than sixty (60) days before the date of the meeting. The Company is required to give notice only to Members entitled to vote at the meeting. The Company shall give written notice to any Member entitled to notice by mail or by electronic transmission. Written notice by mail is effective on deposit in the United States mail, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members. Written notice by electronic transmission is effective by (a) facsimile telecommunication when directed to a number furnished by the Member for the purpose; (b) email when directed to an email address furnished by the Member for the purpose; (c) posting on an electronic network together with separate notice to the Member of such specific posting, directed to an email address furnished by the Member for the purpose; or (d) any other form of electronic transmission when directed to the Member in the manner specified by the Member.

Any person entitled to notice of a meeting may sign a written waiver of notice either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person attends for the specific purpose of objecting to the lawfulness of the convening of the meeting.

**Section 2.7. VOTING LISTS.** The officer or agent having charge of the share transfer records for shares of the Company shall prepare an alphabetical list of all Members entitled to notice of the meeting, arranged by voting group and by class and series of share, with the address of and the number of shares held by each Member. The list shall be available for inspection by any Member beginning two (2) business days after notice of the meeting is given at the principal place of business of the Company or if the meeting will be held at another location, at a place in the city where the meeting will be held, which shall be identified in the meeting notice.

The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

**Section 2.8. QUORUM OF MEMBERS.** A quorum shall be present for action on any matter at a Member meeting if a super majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one or more classes or series that are entitled, to vote and to be counted together collectively on a matter at a meeting of Members.

Once a quorum for a voting group has been established at a meeting, the Members in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless: (a) the Member attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting; or (b) the meeting is adjourned and a new record date is set for the adjourned meeting.

The Members in a voting group represented in person or by proxy at a meeting of Members, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred twenty (120) days after the date fixed for the original meeting, a new quorum for the meeting must be established.

**Section 2.10. VOTING OF SHARES.** Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of Members.

**Section 2.11. VOTING BY PROXY OR NOMINEE.** Shares of the Company's stock owned by the Company itself or by another Company or entity, the majority of the voting stock or interest of which is owned or controlled by the Company, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time. Nothing in this section shall be construed as limiting the right of the Company or any domestic or foreign Company or other entity to vote shares, held or controlled by it in a fiduciary capacity, or with respect to which it otherwise exercises voting power in a fiduciary capacity.

A Member may vote either in person or by proxy executed in writing by the Member or his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized by the Company to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall

be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest as defined in the Massachusetts Limited Liability Company Act. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the Member appointing a proxy shall not affect the right of the Company to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

Shares owned by another Company, domestic or foreign, may be voted by any officer, agent, or proxy as the bylaws of that Company may authorize or, in the absence of authorization, as the Board of Managers of that Company may determine.

An administrator, executor, guardian, or conservator may vote shares held in that fiduciary capacity if the shares forming a part of an estate are in the possession and forming a part of the estate being served by the fiduciary, either in person or by proxy, without a transfer of the shares into the fiduciary's name. A trustee may vote shares standing held in trustee's name, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of the shares into his or her name as trustee.

A receiver may vote shares standing in the name of a receiver and may vote shares held by or under the control of a receiver without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate order of the court by which the receiver was appointed.

A Member whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares transferred, subject to any agreements containing restrictions on the hypothecation, assignment, pledge, or voluntary or involuntary transfer of shares.

**Section 2.12. ACTION BY MEMBERS WITHOUT A MEETING.** Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of [all the shares entitled to vote with respect to the action that is the subject of the consent/shares with at least the minimum number of votes necessary to take the action at a meeting at which all Members entitled to vote on the action are present and voting]. The action shall be evidenced by one or more written consents that (a) describe the action taken, (b) are signed by Members having the requisite votes, (c) bear the date of the signatures of such Members, and (d) are delivered to the Company for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Company.

If the action to be taken pursuant to the consent of voting Members without a meeting is one for which notice to all Members would be required by law if the action were to be taken at a meeting, then the Company shall, at least seven (7) days before the action is taken, give notice in the manner specified by Section 2.6 to all nonvoting Members.

## ARTICLE III

### MANAGERS

**Section 3.1. BOARD OF MANAGERS.** All corporate power shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers, except such powers expressly conferred upon or reserved to the Members, and subject to any limitations set forth by law, by the Certificate of Formation or by these Bylaws. Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company.

**Section 3.2. NUMBER OF MANAGERS.** The number of Managers shall be one (1) provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by all of the members of the Board of Managers. No decrease in the number of Managers shall have the effect of decreasing the number of Managers below the minimum number of individuals permitted by law, nor shall have the effect of shortening the term of any incumbent Manager.

**Section 3.3. TERM OF OFFICE.** At the first annual meeting of Members and at each annual meeting thereafter, the holders of shares entitled to vote in the election of Managers shall elect Managers to hold office until the next succeeding annual meeting, the Manager's successor has been selected and qualified, or the Manager's earlier death, resignation, or removal.

Despite the expiration of a Manager's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Managers.

**Section 3.4. REMOVAL.** Managers may be removed from office at any time with or without cause by the Members entitled to elect them. A Manager may be removed by Members or Managers only at a meeting called for that purpose, for which the notice must state that the purpose, or one of the purposes, of the meeting is removal of the Manager or Managers.

**Section 3.5. RESIGNATION.** Except as otherwise required in the Company's Operating Agreement, a Manager may resign at any time by giving notice in the form of an executed resignation to the Board of Managers, its chairman, or to the Company. A resignation is effective when the notice is delivered unless the notice specifies a future date. Acceptance of the resignation shall

not be required to make the resignation effective. The pending vacancy may be filled before the effective date in accordance with Section 3.6 of these Bylaws, but the successor shall not take office until the effective date.

**Section 3.6. VACANCIES.** Vacancies and newly created Managerships, whether resulting from an increase in the size of the Board of Managers, or due to the death, resignation, disqualification or removal of a Manager or otherwise, may be filled by election at an annual or special meeting of Members called for that purpose by the affirmative vote of a majority of the remaining Managers then in office, even though less than a quorum of the Board of Managers.

A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Manager may not take office until the vacancy occurs. Any elected to fill a vacancy shall serve until the next Members' meeting at which Managers are elected.

**Section 3.7. MEETINGS OF MANAGERS.** A regular meeting of the newly-elected Board of Managers shall be held without other notice immediately following each annual meeting of Members, at which the board shall elect officers and transact any other business as shall come before the meeting. Other regular and special meetings of the Managers may be held at such times and places within or outside the Commonwealth of Massachusetts as the Managers may fix. Special meetings of the Board of Managers may be called by the President, by the Chairman of the Board, if any, by the Secretary, by any two Managers, or by one Manager in the event that there is only one Manager.

**Section 3.8. MEETINGS OF MANAGERS BY REMOTE COMMUNICATION.** The Board of Managers may permit any or all Managers to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is considered to be present in person at the meeting.

**Section 3.9. NOTICE OF MANAGERS' MEETINGS.** Regular meetings may be held without notice of the date, time, place, or purpose of the meeting. All special meetings of the Board of Managers shall be held upon not less than two (2) days' notice. Such notice shall state:

- (a) the date and time of the meeting;
- (b) the place of the meeting;
- (c) the purpose or purposes for which the meeting is called if the meeting is a special meeting.

The Company or person calling the meeting shall give notice of the meeting to each Manager personally, by telephone or voice mail, by mail, by electronic transmission if consented to by the Manager, or by messenger or delivery service. Notice to each Manager shall also be given by electronic transmission at the Manager's last known e-mail address. A written waiver of the required notice signed by a Manager entitled to the notice, before or after the meeting, is the equivalent of giving notice to the Manager who signs the waiver. A Manager's attendance at any meeting shall constitute a waiver of notice of the meeting, except where the Manager attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**Section 3.10. QUORUM AND ACTION OF MANAGERS.** A majority of the number of Managers shall constitute a quorum for the transaction of business. The act of the majority of the Managers present at a meeting at which a quorum is present at the time of the act shall be the act of the Board of Managers, unless the act of a greater number is required by law, the Certificate of Formation, or these Bylaws. The Managers at a meeting for which a quorum is not present may adjourn the meeting until a time and place as may be determined by a vote of the Managers present at that meeting.

**Section 3.11. COMPENSATION.** Managers shall not receive any stated salary for their services, but by resolution of the Board of Managers a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Managers or committee thereof. A Manager shall not be precluded from serving the Company in any other capacity and receiving compensation for services in that capacity.

**Section 3.12. ACTION BY MANAGERS WITHOUT A MEETING.** Unless otherwise provided by these Bylaws, any action required or permitted to be taken at a meeting of the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board of Managers, or all committee members then appointed, consent to such action in writing or by electronic transmission and the writings or electronic transmissions are filed with the minutes of the proceedings of the Board of Managers.

**Section 3.13. COMMITTEES OF THE BOARD OF MANAGERS.** The Board of Managers, by resolution adopted by a majority, may designate one or more Managers to constitute one or more committees, to exercise the authority of the Board of Managers to the extent provided in the resolution of the Board of Managers and allowed under the law of the Commonwealth.



## ARTICLE IV

### OFFICERS

**Section 4.1. POSITIONS AND APPOINTMENT.** The officers of the Company shall be appointed by the Board of Managers and shall be a President, a Treasurer, a Secretary, and any other officers, including assistant officers and agents, as may be deemed necessary by the Board of Managers. Any two or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Managers. Election or appointment of an officer or agent shall not of itself create contract rights.

**Section 4.2. REMOVAL AND RESIGNATION.** Any officer appointed or elected by the Board of Managers may be removed with or without cause by the affirmative vote of the majority of the Board of Managers at any regular or special meeting. Any officer or assistant officer appointed by an authorized officer may be removed at any time with or without cause by any officer with authority to appoint such officer or assistant officer. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer may resign at any time by delivering notice to the Company. Resignation is effective when the notice is delivered unless the notice provides a later effective date.

Any vacancies may be filled in accordance with Section 4.1 of these Bylaws.

**Section 4.3. POWERS AND DUTIES OF OFFICERS.** The powers and duties of the officers of the Company shall be as provided from time to time by resolution of the Board of Managers or by direction of an officer authorized by the Board of Managers to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of Companies similar in organization and business purposes to the Company subject to the control of the Board of Managers.

## ARTICLE V

### INDEMNIFICATION OF MANAGERS AND OFFICERS

The Company shall indemnify a Manager or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Manager or officer of the Company against reasonable expenses incurred by him or her in connection with the proceeding.

The Company may, to the fullest extent permitted by law, indemnify each person who may serve or who has served at any time as a Manager or officer of the Company or of any of its subsidiaries, or who at the request of the Company may serve or at any time has served as a Manager, officer, administrator or trustee of, or in a similar capacity with, another organization or any employee benefit plan, against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding in which he may become involved by reason of his serving or having served in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Manager, officer or other person entitled to indemnification hereunder.

The foregoing right of indemnification shall be in addition to and not exclusive of any other rights which such Manager or officer or other person may be entitled under the Articles of Organization, any agreement, or pursuant to any action taken by the Managers or Members of the Company or otherwise.

## ARTICLE VI

### SHARE CERTIFICATES AND TRANSFER

**Section 6.1. CERTIFICATES REPRESENTING SHARES.** Shares may be certificated or uncertificated. If the shares are uncertificated, the Company shall record any share transfer in the Company's books and records. In the event the shares are certificated, the certificates representing shares of the Company shall state:

- (a) the name of the Company and that it is organized under the laws of the Commonwealth;
  - (b) the name of the person to whom issued;
  - (c) the number and class of shares and the designation of the series, if any, which the certificate represents; and
  - (d) a conspicuous statement setting forth restrictions on the transfer of the shares, if any.
- No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

**Section 6.3. REGISTERED MEMBERS.** The Company may treat the registered owner of any shares issued by the Company as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth, or giving proxies with respect to those shares.

Neither the Company nor any of its officers, Managers, employees, or agents shall be liable for treating that person as the owner of those shares at that time for those purposes, regardless of whether that person possesses a certificate for those shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express notice thereof, except as otherwise provided by law.

**Section 6.4. LOST CERTIFICATES.** The Company may issue a new certificate for its shares in place of any certificate theretofore issued and alleged by its owner of record or such owner's authorized representative to have been lost, stolen, or destroyed if the Company, transfer agent, or registrar is not on notice that such certificate has been acquired by a bona fide purchaser.

A new certificate may be issued in lieu of any certificate previously issued that has become defaced or mutilated upon surrender for cancellation of a part of the old certificate sufficient, in the opinion of the Secretary and the transfer agent or the registrar, if any, to identify the owner of the defaced or mutilated certificate, the number of shares represented thereby, and the number of the certificate and its authenticity and to protect the Company and the transfer agent or the registrar against loss or liability. When sufficient identification for such defaced or mutilated certificate is lacking, a new certificate may be issued upon compliance with all of the conditions set forth in this Section in connection with the replacement of lost, stolen, or destroyed certificates.

## ARTICLE VII

### MISCELLANEOUS

**Section 7.1. SEAL.** The Company may adopt a corporate seal in a form approved by the Board of Managers. The Company shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Company.

**Section 7.2. CHECKS, DRAFTS, ETC.** All checks, drafts or other instruments for payment of money or notes of the Company shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Managers.

**Section 7.3. FISCAL YEAR.** The fiscal year of the Company shall be as determined by the Board of Managers.

**Section 7.4. CONFLICT WITH APPLICABLE LAW OR CERTIFICATE OF FORMATION.** These Bylaws are adopted subject to any applicable law and the Certificate of Formation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Formation, such conflict shall be resolved in favor of such law or the Certificate of Formation.

**Section 8.5. INVALID PROVISIONS.** If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

## ARTICLE VIII

### AMENDMENT OF BYLAWS

**Section 8.1. MEMBERS.** These Bylaws may be amended, repealed, or otherwise altered by the Members.

**Section 8.2. BOARD OF MANAGERS.** As authorized by the Certificate of Formation, the Board of Managers may also make, amend, or repeal, subject to any provision of the Massachusetts Limited Liability Company Act, the Certificate of Formation, or a bylaw adopted by the Members that reserves the power exclusively to the Members or otherwise restricts the authority of the Board of Managers.



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

mass.gov/dor

Letter ID: L0775041920  
Notice Date: April 27, 2019  
Case ID: 0-000-321-992



## CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



JAMIE FISHMAN  
HUMBOLDTEAST, LLC  
395B IPSWICH RD  
BOXFORD MA 01921-1507

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

We received your request for a Certificate of Good Standing and/or Tax Compliance for HUMBOLDTEAST, LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: 4wzwpn

Edward W. Coyle, Jr., Chief  
Collections Bureau



## The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

[Special Filing Instructions](#)

### Certificate of Organization

(General Laws, Chapter )

Identification Number: 0013544831. The exact name of the limited liability company is: HUMBOLDTEAST LLC

## 2a. Location of its principal office:

No. and Street: 395B IPSWICH RD  
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

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

No. and Street: 395B IPSWICH RD  
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

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

AGRICULTURE

## 4. The latest date of dissolution, if specified:

## 5. Name and address of the Resident Agent:

Name: JAMIE FISHMAN  
No. and Street: 395B IPSWICH RD  
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JAMIE FISHMAN	395B IPSWICH RD BOXFORD, MA 01921 USA
MANAGER	JAMIE FISHMAN	395B IPSWICH RD BOXFORD, MA 01921 USA

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

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

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

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

9. Additional matters:

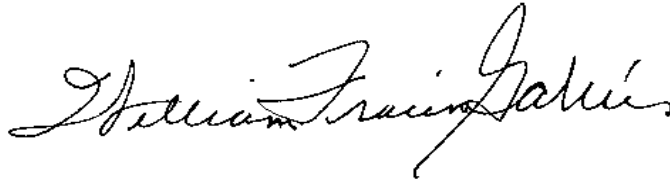
**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of November, 2018,**  
**JAYME FISHMAN**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

November 19, 2018 01:56 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*



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JAYME FISHMAN  
HUMBOLDTEAST LLC  
395B IPSWICH RD  
BOXFORD MA 01921-1507

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

The Commissioner of Revenue certifies that, as of the date of this certificate, HUMBOLDTEAST LLC 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



CONFIDENTIAL

# HumboldtEast, LLC Business Plan

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## Executive Summary

HumboldtEast, LLC (HumboldtEast or the Company) is raising money to engage in B2B cannabis cultivation at a facility located at 2 Norino Way in Georgetown, MA (Facility). The location is a vacant parcel that is just under five acres and is zoned for medical and recreational cannabis business. It will be owned by the LLC along with all improvements and structures. The company has secured a Host Community Agreement (HCA) from the town and is raising monies to construct a state of the art cultivation facility that will be roughly 40,000 square feet in size and support a 20,000 square foot canopy<sup>1</sup> that could deliver \$20M-\$30M in top line revenue per year.<sup>2</sup>

## The opportunity

The burgeoning Massachusetts cannabis market was bolstered by the November 2016 ballot question that legalized recreational use within the Commonwealth. The recreational side ushered in new regulatory oversight through the Cannabis Control Commission (CCC) that caused significant delays while they created the agency and started promulgating regulations. Consequently, demand is at a fever pitch and supply is a problem that could force prices sky high as recently documented by The Boston Globe and the Boston Herald.<sup>3</sup>

Under the original medical-only framework, the Department of Public Health (DPH) had control over all medical cannabis licenses and required vertical integration for medical dispensaries (seed to shelf sales only). After the CCC was established, a new class of licenses were created to allow for recreational retail, product manufacturing, co-ops, testing facilities, and cultivators among others; thus, breaking the vertical integration requirement. In so doing, the CCC inadvertently created a system in which retailers could apply for licenses in a fairly low-cost model without regard to how they would source their products. And, because there is no requirement to balance supply with demand in terms of which licenses are approved – there are many retail applications pending that do not have their own cultivation capabilities and there is not enough canopy to supply them. At the same time, businesses in other jurisdictions are presently prohibited from shipping their products across state lines due to the federal illegality of cannabis. Therefore, if cultivators desire to expand the reach of their products and brands, they are required to replicate the cultivation facilities and associated processes in the target jurisdiction. Since the regulatory framework is cost prohibitive to do this from scratch in every state, cultivators regularly seek partners with licenses and access to base materials. This out of state

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<sup>1</sup> Exact dimensions are still being designed and will be contingent on raising the targeted funding levels.

<sup>2</sup> Bottom range predicated on \$2,500 per pound wholesale spot price – high end at \$4,000

<sup>3</sup> <https://www.bostonglobe.com/metro/2018/07/09/marijuana-cultivators-expanding-but-supply-crunch-predicted/qKh5pIS04XUksNeJ8k1tfP/story.html> and <https://www.bostonherald.com/2019/02/14/legal-pot-demand-could-outpace-state-supply-reigniting-illegal-market-in-mass/>

expansion into the Commonwealth is another market force competing for the precious limited supply of base materials.

Every state has different market dynamics at work that range from the types and number of licenses that are approved, to restrictions on cultivation techniques, to other factors such as climate. Massachusetts is somewhat unique in that there are certain market limitations that will likely sustain the shortage for periods that are disproportionately larger compared to those of other jurisdictions. They include but are not limited to: the maximum canopy size per license of 100,000 sq ft, the limitation on no more than three licenses being in common control, the measured pace of the CCC approving licenses, the climate in MA which necessitates indoor grows, and the sizeable investment required to properly equip an indoor cultivation facility (thus the reason many retailers defer this part hoping to buy wholesale).

Meanwhile, the Commonwealth is projected to be a \$1.8B per year cannabis market that will require 290,000 pounds of product.<sup>3</sup> Supply and demand have conspired to create the perfect storm of high prices in a target rich environment. HumboldtEast will leverage its formidable business expertise and industry contacts to create a facility with a cultivation license to supply any licensed cannabis business in the Commonwealth with flower and certain other cannabis products produced at the facility.

## THE MASSCHUSETTS TOTAL ADDRESSABLE MARKET

The U.S. legal marijuana market size was estimated at USD 7.06 billion in 2016 and is expected to grow at a CAGR of 24.9% from 2017 to 2025.<sup>4</sup> Earlier estimates projected Massachusetts could reach \$1.2B by 2021 assuming a smooth rollout of the regulatory infrastructure.<sup>5</sup> However, the rollout was not smooth, time was required for the CCC to become established, for its regulations to materialize, and for initial licensing efforts to get underway. The result was pent up demand. Case in point, only a few recreational stores opened as recently as November 2018 to tremendous crowds and waiting lines that caused complaints from townspeople over massive traffic buildups. The crowds were so bad that Leicester had to hold an emergency selectmen's meeting.<sup>6</sup> The frenzy resulted in \$9.3 million in recreational marijuana sales during the first four weeks of operation, for only two stores who were selling adult-use cannabis during the bulk of this period.<sup>7</sup> The current Massachusetts market opportunity according to Motley Fool and the Boston Globe is \$1.8B.<sup>3,8</sup>

## THE PROJECT

The passage of Ballot Question #4 in November 2016 built upon the Commonwealth's medical cannabis market by authorizing the creation of a framework for recreational cannabis. At that time, the

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<sup>4</sup> <https://www.grandviewresearch.com/press-release/global-legal-marijuana-market>

<sup>5</sup> <https://www.wickedlocal.com/news/20170929/analysts-project-lucrative-pot-market-in-massachusetts>

<sup>6</sup> <https://www.telegram.com/news/20181126/leicester-airs-complaints-about-crowds-traffic-tied-to-cultivate-pot-shop-opening>

<sup>7</sup> <https://mjbizdaily.com/massachusetts-recreational-marijuana-sales-first-month/>

<sup>8</sup> <https://www.fool.com/investing/2018/11/25/recreational-marijuana-sales-commenced-in-this-18.aspx>

Massachusetts Department of Health (DPH) was responsible for all cannabis licensing under the medical framework. The vote meant that a Cannabis Control Commission would need to be established – which took a long time. Simultaneously, the laws allowed for municipalities to enact moratoriums that preclude recreational cannabis businesses from operating within the municipalities. Those moratoriums are alive and well in many jurisdictions throughout Massachusetts, but can't be sustained in perpetuity. They were meant to afford municipalities time to organize themselves to support the industry. Attorney General Healy recently rejected requests by several municipalities to extend their moratoriums.<sup>9</sup> As more municipalities come online – demand for wholesale product will be even higher. In the meantime, moratoriums are not the only challenge to getting started. You also need a location in a properly designated zone, a Host Community Agreement (HCA) with the town allowing you to operate at that location, in many cases a special permit from the town (as these are not usually by-right), and a license from the CCC. Those current dynamics increase the difficulty of getting a viable location that can be the basis for a bona fide application to the CCC. HumboldtEast has secured a parcel of land in Georgetown which has no moratorium within a recreational zone (allowing for all license types) and has a signed HCA.

### **The property**

HumboldtEast, LLC will construct its cultivation facility at 2 Norino Way. The location is a narrow sloped vacant parcel that is just under five acres and is zoned for medical and recreational cannabis businesses. HumboldtEast has a signed purchase and sale agreement for the parcel with NO-RAL Properties, LLC. NO-RAL Properties is a trust owned by Norino Mirra and his widowed sister-in-law Connie who survived his brother. The terms and conditions of the P&S include conditional provisions for closing and provide up to two years to acquire the CCC license as one such condition. However, those conditions may be waived at any time. In the case they are waived, and there is a closing, but the license ultimately does not issue HumboldtEast may, at its option: (a) make a one-time payment of \$600,000 for the land, or (b) re-deed it back to the seller.

Norino Mirra also owns many of the surrounding properties. His multi-generational municipal construction company that has been in business for 65 years with locations throughout New England, Mirra Co., Inc., is headquartered at 6 Norino Way, a lot “in front of” the proposed facility location. He also built and owns the Longview townhouses located across the street from the site. He is very well respected in town for his contributions to the community. He has agreed to serve on the advisory board to bring his considerable expertise to aspects of the construction project.

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<sup>9</sup> <https://www.berkshireeagle.com/stories/our-opinion,558065>



facilitated via outsourcing or with purchasing the equipment for use at the Facility, at a later date following receipt of a manufacturing license. Both represent potential sources of additional product revenue streams outside the core model of supplying base plant materials.

### Production capacity / structure size

The project is targeting the construction of a facility sufficient to accommodate a 20,000 square foot canopy. The Commission defines “canopy” as:

“Canopy means an area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain **mature plants** *[emphasis added]* at any point in time, including all of the space(s) within the boundaries, canopy may be noncontiguous, but each unique area included in the total canopy calculations shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.” 935 CMR 500.002.

It is important to note the distinction between mature plants and those plants that may not be mature. Cannabis plants can be classified in several different categories. Some are “automatic” meaning they include genetics from the Ruderalis variety which allow for the plant to flower regardless of changes in lighting. Said another way, these plants will mature on their own without any intervention from cultivators. While this may seem ideal, the automatic cannabis plant provides for notoriously lower yields. Therefore, most cultivation is done with “photosensitive” strains. These strains will remain in a “vegetative” pre-flower (pre-maturity) state while exposed to a predominately long amount of light during the day (typically 18 hours on and 6 hours off). The longer lighting is a simulation of the outdoor season with longer days. When their lighting is switched from 18/6 to 12/12 they go into flower mode and start to mature. Full maturation can take 7-10 weeks on average depending on the strain at which point the plants are ready for harvest. Therefore, when we discuss canopy sizes it is important to understand that we are speaking to plants that have been placed “into flower”. However, we still need room to accommodate vegetative plants, materials, offices, and common space. While the exact design for the structure is not finalized, prevailing wisdom garnered from multiple discussions with industry experts suggests that for the aforementioned reasons the structure should be double the canopy size.<sup>10</sup>

The cultivator license can be applied for in different tiers that dictate the size of canopy allowed to under the license. The maximum canopy size for a single facility is 100,000 square feet. The tiers start at “up to 5,000” for a tier 1. Tier 2 is 5,000-10,000. After that they increase by 10,000 square feet per tier. Therefore, HumboldtEast, LLC will either be a Tier 3 or Tier 4 facility:

Tier 3: 10,001 to 20,000 sq. ft.

Tier 4: 20,001 to 30,000 sq. ft.

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<sup>10</sup> We are working with designers to see if we can use a fairly common approach to a two-tiered plant system where there are two layers of plants, one directly above the other, to allow for more efficient use of the space.

Choosing a tier level is important and carries consequences. Most notably, their regulations provide for tier expansion and relegation. Expansion may only be sought for those facilities that can demonstrate they sold 85% of their product while operating at the top of their tier. Conversely, the CCC may seek to relegate a cultivator down a tier if they sell less than 70% of what they produced during the six months prior to their renewal application (with certain exceptions for catastrophic events etc.). 935 CMR 500.050.

While the minimum canopy targeted for the project is 20,000 square feet the choice between Tier 3 and Tier 4 will be driven by the final facility design to ascertain the maximum canopy size achievable and the potential for facility expansion should the need arise.

### Construction approach / high level cost variables

Facility designs are still outstanding. However, prevailing wisdom suggests pre-fabricated metal materials to be the cost effective front runner. Construction costs in the Commonwealth can be quite high so we are conservatively forecasting the non-production square footage of the building at \$170/ square foot. The production portion of the building will include all the equipment needed to cultivate (tables, lights, humidity controls, filters, etc.). For those reasons that cost per square foot will be closer to \$350.<sup>11</sup>

### HCA Agreement

HumboldtEast, LLC has procured a signed HCA with the Town of Georgetown authorizing it to seek a license for a cultivation facility with a structure of up to 60,000 square feet in size. HCA agreements are required by statute and regulations. To wit: “To be licensed, a Marijuana Establishment must execute a [HCA] with the municipality in which it intends to be located.”<sup>12</sup> For that reason, municipalities have a tremendous amount of leverage in their “negotiations” with cannabis businesses. They have come under scrutiny recently because M.G.L. c. 94G, § 3(d) which governs the agreements states that they “...may include a community impact fee ... not amount to more than 3 percent of the gross sales...” The community impact fee is meant to compensate the municipality for “...costs imposed upon the municipality by the operation of the marijuana establishment...” The statute is silent as to any other charges that the municipalities may be able to include with their approvals of the agreements. Therefore, many have taken to exploitive measures by mandating the three percent plus compulsory “donations” of arbitrary dollar amounts. They feel that the statute’s silence on the matter permits them to include whatever they want. Business owners feel the silence means that the three percent should be the only compensation. As to that three percent, the other controversy is that if a municipality cannot prove the financial impact they are theoretically unable to spend the monies collected for the impact fee. This has stopped some from doing so while the CCC and DOR tighten up their guidance on the issue.

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<sup>11</sup> Cost per square foot estimates created from numerous conversations with architects, builders, and people in industry but could change as the plans and contractor selection tighten up.

<sup>12</sup> <https://mass-cannabis-control.com/wp-content/uploads/2018/08/Guidance-on-Host-Community-Guidance.pdf>.



HumboldtEast's HCA is among one of the better ones both within the Town of Georgetown and throughout the Commonwealth. It includes a community impact fee of .5% and a "community benefit fee" of 2.5% that combine for a total of 3%. However, it does not include any donations and, importantly, does not have a minimum annual payment as many of them do.

### **Licensing process and timelines**

The CCC has an online application process for cannabis licenses. The application consists of four parts: notification of intent, background check, management operations, and fee packet. The management operations section is the most labor intensive as it requires detailed operating procedures that demonstrate knowledge of, and compliance with, the laws and regulations of the Commonwealth. HumboldtEast has engaged Davis, Malm & D'Agostine to assist with the licensing process. Some of the operating procedures will be supplied by HumboldtEast's design consultants. Others will come from the law firm who has represented several other clients with applications pending. They will supply certain sections of those applications that are general in nature as tailored to HumboldtEast.

There is no statutory limit on the number of applications other than the inability to be in common control of more than three. Therefore, if you have a leased or owned space that is zoned correctly and an HCA you are very likely to receive a license with very little risk of it not issuing as long as you have submitted everything correctly. There is also no statutory time specified for the CCC to respond to an application and to issue the final license. At this point, we anticipate a roughly twelve month timeline to acquire all of the applicable stages of licenses (Provisional, Final and Operating).<sup>13</sup>

The project will seek all the requisite approvals on the construction phase and look to break ground shortly after the Provisional License is issued by the CCC, following the CCC's approval of applicable plans. By so doing HumboldtEast will attempt to position itself to commence operations promptly after completing construction and receive final pre-operations licensure.

### **BRAND STRATEGY**

As a cultivator, HumboldtEast is positioned to create its own brand and facilitate the brand proliferation of other cannabis businesses who desire HumboldtEast to supply product, process it for them, and package it using their brand.

The name "Humboldt" represents artisanal quality with decades of experience and is the best known location from which cannabis hails within the U.S. Humboldt, CA is located in Northern California's Emerald Triangle, the largest cannabis-producing region in the United States.<sup>14</sup> "HumboldtEast" implies the decades old quality of the leading provider of cannabis is being replicated on the East Coast. Therefore, the name is meant to embody quality and inspire confidence in the products that will be produced from the Facility.

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<sup>13</sup> HumboldtEast has spoken to the CCC and has confirmed that this is reasonable and that it could issue faster but that 12 months is safe.

<sup>14</sup> <https://www.leafly.com/news/industry/whats-so-special-about-humboldt-county-grown-cannabis>.

In addition to its own brand, HumboldtEast is also in discussions with various breeders and product manufacturers that would like the Facility to produce for them.

Selling to any dispensary will get branded products onto shelves. However, acquiring a vertically integrated retail distribution capability will ensure control of the shelf space for product (see additional opportunities / vertical integration for more information).

There are at least three things that can mitigate the impact of falling prices in the wholesale market. The first is strong brand recognition that commands customer loyalty. The other two are operating efficiencies that maximize margin and vertical integration.

## **ADDITIONAL OPPORTUNITIES / VERTICAL INTEGRATION**

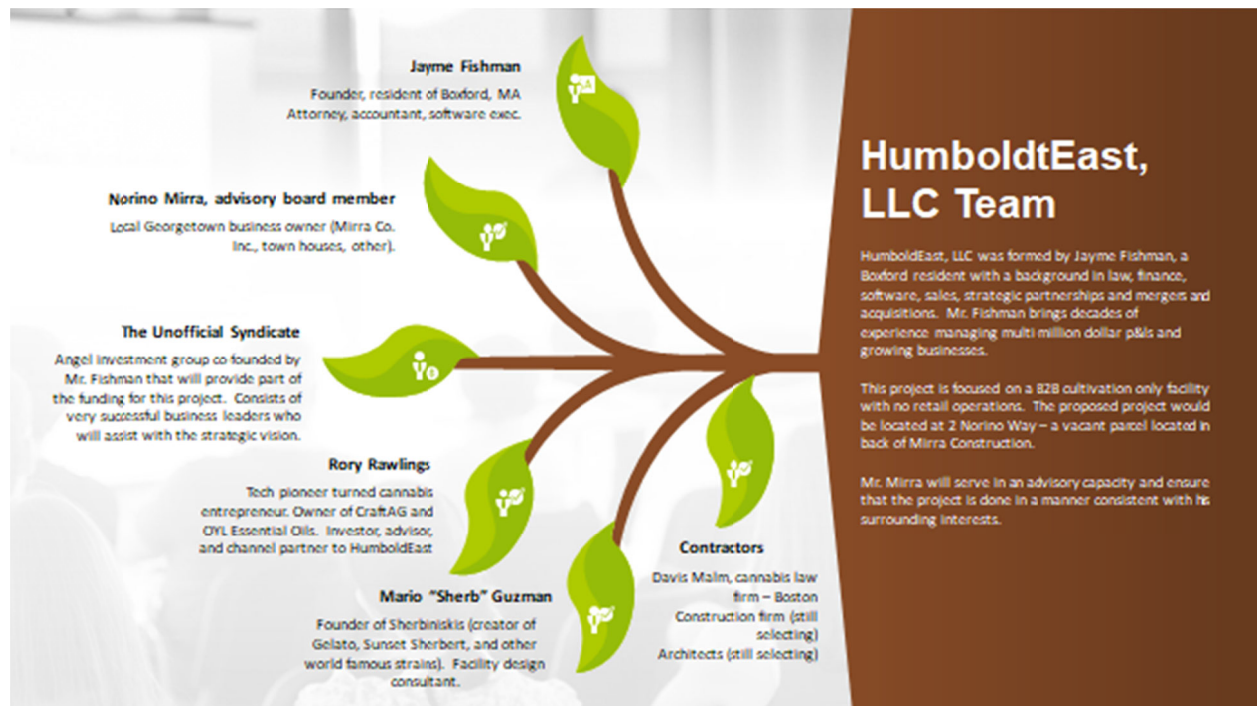
Under the DPH medical-only framework vertical integration was the mandated norm. Medical dispensaries could only sell what they grew. After the CCC was created, and the new classes of licenses were announced to better serve the medical and recreational businesses, vertical integration was no longer a foregone conclusion. In point of fact, many license applicants seeking to establish dispensaries or engage in cannabis product manufacturing plan on acquiring some or all of their product from the wholesale market. While initially great news for wholesale suppliers who can command higher prices and margin in the short term, over time prices will drop. Wholesale prices will drop before retail. Consequently, margin erosion can be mitigated, for a time, with control of the retail distribution outlet providing “seed to shelf” capabilities (while capturing the additional retail margin from day one).

Good retail locations can be difficult to come by. In addition to all the municipal moratoriums on medical and recreational cannabis businesses you have to find a town that has property for lease or sale within a properly designated zone. Larger municipalities already have a somewhat competitive environment for heavily trafficked retail space. Add politics to the mix that dictate who gets an HCA and the degree of difficulty increases.

HumboldtEast believes that there are some retailers that are just getting started who do not have a cultivation capability or the ability to finance their inventory and may be willing to explore equity stakes to acquire vertical integration (as it is a nice hedge to them – they can profit from sales to any dispensary lessening the risk of their individual location). There will also be additional opportunities as many of the retail licensees without the requisite experience or funding fail. Those failures will unfold on a time continuum that may be advantageous to HumboldtEast once it is generating free cash flow.

Vertical integration would also allow for HumboldtEast to control a certain amount of shelf space to position key products and build consumer awareness.

## TEAM



**Jayne Fishman, Founder:** Mr. Fishman will have overall responsibility for the project. He currently serves as President, Software Division for a global consulting firm with 2300+ employees. He is also a former board member of the firm and responsible for multi-million dollar p&l management and revenue growth. Other professional highlights include:

- Former CEO of MA based software company that drove 425% growth in six year period. Subsequently acquired with successful exit that drove large ROI for investors.
- Former SVP of Sales, Marketing, and Business Development for software subsidiary to F500 public company. Record 152% sales growth in mature company. New multi-million dollar services stream with 273% increase in second year. Positioned company for exit that delivered over \$100M of profit to parent org.
- Former general counsel to MA software company.
- Former insurance defense litigation attorney experience.
- Undergrad: Northeastern University (business management and accounting); Law School: LSU
- Experience: sales, marketing, mergers/acquisitions, strategy, alliances, legal, finance, software design and implementation.

**Norino Mirra:** Norino Mirra is a well-known businessman in Georgetown who owns and operates Mirra Co., Inc. – a construction company located at 6 Norino Way (the proposed location for HumboldtEast is 2 Norino way in back of Mirra, Co.).

- Mirra Company has been family owned and operated for over 65 years. They attribute a lot of their success to the culture that is cultivated through family business values. Over the years Mirra Co has expanded to cover Massachusetts and southern New Hampshire with locations in Boston, Worcester, and headquarters in Georgetown.
- Mr. Mirra also owns the townhouses located across from Mirra Co. as well as several other properties in town.
- Mr. Mirra has graciously agreed to serve on the advisory board for HumboldtEast, LLC to lend his considerable expertise in construction and general business matters.

**The Unofficial Syndicate, Investors:** is an angel investment group co-founded by Mr. Fishman that will provide part of the funding for this project. It consists of very successful business leaders who will assist with the strategic vision.

- Angel investment group that has made investments in medical device and technology companies.
- Members include successful business owners/managers with decades of experience creating hundreds of millions of dollars of economic growth, additional jobs, and civil responsibility / charity.
- The syndicate brings operations and investment experience and will supply capital and advice to the project.

**Rory Rawlings, Advisor and potential channel partner:** Rory Rawlings is a technology entrepreneur turned cannabis operator. Mr. Rawlings recently attended the Wall Street initial public offering for Avalara (NYSE: AVLRL) – a company he co-founded. Their market cap is currently \$2.6B.

- He left Avalara to form several cannabis companies including **CraftAG and OYL Essential Oils.** CraftAg is an agricultural company that specializes in the selection, production, harvest and extraction of hemp and cannabis. OYL creates cannabis extractions using a natural clean distillation process that preserves otherwise unstable terpenes.
- Mr. Rawlings has signed an LOI with HumboldtEast to assist with the build out of our Facility, key strategic partnerships, and extraction techniques (see appendix).

**Mario “Sherb” Guzman, Facility Consultant:** is a cannabis breeder and industry pioneer who created strains famous the world over including: Sunset Sherbert and the Gelato line: Bacio, AcaiBerry, Mochi, and Gello. His company, Sherbinskis recently made national news when they announced a deal with Barneys to market high end cannabis products within their stores.

- SHERBINSKIS is known worldwide as today’s fastest-growing premium cannabis lifestyle brand, a cult-favorite founded by “Mr. Sherbinski” (Mr. Guzman’s public persona), the renowned grower

and creator of world-famous genetics, Sunset Sherbert and the Gelato line: Bacio, Acaiberry, Mochi, and Gello.

- As one of the best known global breeders of his generation Mr. Guzman brings considerable cultivation design expertise to the project.
- HumboldtEast, LLC is in the final stages of securing Mr. Guzman's services as a paid consultant to the project.

**Davis, Malm & D'Agostine, legal counsel:** Davis, Malm & D'Agostine, P.C. is a prestigious Boston based full service law firm that has been engaged to assist with the Cannabis Control Commission license application process. They have several clients whom they have assisted with applications pending. They will ensure that all operating procedures are in compliance with Massachusetts requirements, provide templates for certain aspects of the application, and review the entire submission for completeness and accuracy.

**Facility Designer, TBD:** HumboldtEast is actively interviewing firms to assist with the design of the Facility. Mr. Guzman will review any designs in his capacity as design consultant and offer advice as to how to optimize them based on his formidable experience.

**Construction Contractor, TBD:** HumboldtEast is actively interviewing contractors to assist with the construction of the cultivation Facility.

**Employees, TBD:** The timeline is too far out to start actively hiring employees. HumboldtEast will work backward from the projected go-live date of the Facility and start to source a leader for operational oversight of the cultivation (day to day grow activities) and supporting staff.

## FINANCIAL PROJECTIONS

Top line revenue generation for the HumboldtEast Facility is a function of how much product it can produce and sell with a wholesale spot price that will change over time. To calculate forward revenue projections we start with the total square footage for the canopy of 20,000. Then we determine how many grams per square foot we can produce. The grams per square foot metric varies by strain and can be impacted by variables such as lights, nutrients, vapor pressure deficit, and training the plants among other things. Massachusetts has some restrictions on the amount of light that can be used in which they cap it at 36W per square foot for canopies over 10,000 square feet. 935 CMR 500.120 (11)(b). Due to that we are conservatively using 36 grams per square foot in our estimates. Other factors include the number of "harvests" you can produce annually. Plants are constantly rotated in and out of the vegetative stage to the flowering stage to harvest. While this is a constant cycle that produce weekly harvests a conservative industry metric for the total number of annual harvests per canopy is five. Using spot prices of \$2,500 to \$4,000 the projected value potential for crops would be between \$19.8M and \$31.7M.

Based on a wholesale spot price of \$2,500	Based on a wholesale spot price of \$4,000
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SPOT PRICE	\$ 2,500		SPOT PRICE	\$ 4,000	
Square feet		20,000	Square feet		20,000
Gram / sq ft	<b>A</b>	36	Gram / sq ft	<b>A</b>	36
Total grams		720,000	Total grams		720,000
grams ounces		0.035273962	grams ounces		0.035273962
ounces		25397.25257	ounces		25397.25257
Pounds		1587.328286	Pounds		1587.328286
Grows	<b>B</b>	5	Grows	<b>B</b>	5
Total annual pds		7936.641428	Total annual pds		7936.641428
Spot price	<b>C</b>	\$ 2,500	Spot price	<b>C</b>	\$ 4,000
Revenue		\$ 19,841,603.57	Revenue		\$ 31,746,565.71

Assumptions explained	
<b>A</b>	Total grams per sq ft can be higher for various strains but we will use 36 to cover the diversity of offerings - the lower number is offset by B & C
<b>B</b>	Updated from data received from Med Men Technologies & Sherbinski that were 5.5 and 5 respectively - using lower of the two
<b>C</b>	Spot price will be around 4K based on a shortage. Will drop over time - may stabilize at \$2500 for a while before going lower.

Note: spot prices could drop below \$2,500 these are just short and medium term estimates on the spot price.

There are many additional revenue opportunities to extend the value of crops with processing and product production from concentrates as well as co-packing and co-licensing partnerships with third party product manufacturers.

There is also an opportunity to potentially apply more wattage than permitted by 935 CMR 500.120 (11)(b), thereby potentially increasing yields, by seeking a waiver with the CCC. Georgetown owns its own municipal power company. HumboldtEast was required to meet with its director prior to the selectmen's meeting in which it sought the HCA. During those meetings the director expressed enthusiasm for partnering with the business (since we will be one of his largest customers) and suggested that there may be some commercial solar grants that he would help us pursue. In speaking with the CCC about the potential to not count any self-generated power against the 36W per square foot metric they encouraged us to apply for a waiver. Without regard to its potential for success, we believe the town would likely co-sponsor that waiver with us if asked.

**Costs:** Our HCA requires a 3% payment of our gross sales to Georgetown. Beyond that we are conservatively forecasting a 50% contribution margin despite conferring with industry experts who suggest a fully burdened cost of goods sold that includes labor which is said to be \$650 per pound.

## RISK FACTORS

There are many risk factors associated with the projections. They include, but are not limited to, the following:

1. Operational risks associated with delays in getting the Facility operational and/or not running it as efficiently as possible to maximize yields.
2. Contamination. Pests and mold can devastate an entire crop as can poor curating of genetics. Crops are grown using female plants that produce more potent levels of active ingredients and

yields when they are not pollinated by males. A single male plant can contaminate a large portion of crop and decrease its yield.

3. Spot prices and supply. The spot price could drop rapidly if more supply comes online. Fortunately, Massachusetts limits the number of licenses that can be in common control, has many towns with moratoriums, doesn't have many officially designated cannabis zones, and is not ideal for growing outdoors.
4. National legalization. If Cannabis is removed from Schedule I controlled substances list in conjunction with a national legalization all the big players will move in and the market will be upended.

## CONCLUSION

Massachusetts has moved slowly since its citizens voted to legalize recreational cannabis in late 2016. It took two full years to approve the first few stores who only recently went live to pent up demand resulting in four hour plus lines. The current state includes towns with moratoriums, limited zoning that permits cannabis businesses, a license approval framework that is still moving slowly, caps on licenses under common control, and a climate that necessitates indoor grows with costly expense to provide year round consistent yields. At the same time, the biggest wait for establishing the CCC and its regulations is behind us. Moreover, towns have been put on notice that they cannot continue their moratoriums indefinitely. Finally, applications that have been pending are starting to issue. All of these market dynamics point to a demand without a sufficient supply. The forecasted shortage has been well documented by a number of media outlets.<sup>3</sup> And yet, the potential for the Massachusetts market is tremendous – forecasted to be \$1.8B by multiple sources.<sup>3,8</sup>

“Cannapreneurs” seeking to enter the lucrative space need to choose from an array of newly promulgated license types that dictate where they fit in on the supply chain. Many players are gravitating toward licenses that allow them to sell from a retail location or produce products without regard to how they will source their active ingredients – thus relying on a wholesale market and feeding the demand curve along with any out of state offerings seeking to expand into the Commonwealth.

While not without risk, a strong opportunity exists for HumboldtEast to capitalize on its HCA and land zoned for recreational cannabis business by building a state of the art facility to supply this highly regulated market that is getting ready to explode. By moving quickly and establishing sound business fundamentals HumboldtEast will separate itself from many of the also-rans that may never get to the stage where they have product to sell. We will also position ourselves to pick up the pieces of any failed enterprises along the way.

HumboldtEast's ultimate goal is to return capital to its investors as quickly as possible. Getting operational as quickly as possible will help us capture additional margin while spot prices remain high. Operational efficiencies garnered from consultants who have been in the space for decades, branding and quality of product, and potential vertical integration will help sustain competitive margins moving forward.

### **PLAN FOR OBTAINING LIABILITY INSURANCE**

HumboldtEast, LLC (the “Company”) has secured quotes from an established insurance company (name to be provided to the Cannabis Control Commission if requested) to purchase general liability and products liability coverage for its cannabis cultivation facility in the amounts required in 935 CMR 500.105(10) - specifically, general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate, annually, and with the deductible for each policy being no higher than \$5,000 per occurrence. The Company is prepared to purchase such coverages for the cultivation facility upon approval of this application.



## HUMBOLDTEAST, LLC

November 22, 2019

Cannabis Control Commission  
101 Federal Street, 13<sup>th</sup> Floor  
Boston, MA 02110

**Re: HumboldtEast, LLC, Application No. MCN282004; Response to Request for  
Confirming Letter from Company in November 14, 2019 Notice**

To Commission Licensing Staff:

On November 14, 2019, the Cannabis Control Commission (“Commission”) issued the above-referenced request to HumboldtEast, LLC (the “Company”) Tier 3 cultivation license application (“Cultivation Application”) seeking, in part, at page 4, the following clarification:

- “Norino Mirra is listed in the Business Plan as serving on the advisory board. If he will fit the Commission’s Definition of a Person with Direct or Indirect Authority, Control or Close Associate please add him to those sections of the Application of Intent. If he will not fit the definition, please upload a letter to that affect.”

This letter confirms Mr. Mirra will not fit within the definitions of “Person with Direct or Indirect Control” or “Close Associate” and need not be addressed as such in the pending Application. Neither Mr. Mirra (nor anyone else on the Company advisory board will have a financial interest in the form of equity of ten percent (10%) or greater, in the Company, nor will they have a voting interest of ten percent (10%) or greater, nor will they have the power to make any binding decisions on behalf of the Company or the right to veto significant events.<sup>1</sup>

This letter will be uploaded to the Application, as requested. Please contact the undersigned if there are any additional questions.

Sincerely,



Jayme Fishman  
Manager of HumboldtEast, LLC

cc: Robert J. Munnelly, Jr., Esq., Davis, Malm & D’Agostine, P.C.

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<sup>1</sup> A separate portion of the Commission’s request letter (also at page 4) sought clarification of the capital contributions of the “Unofficial Syndicate, Investors.” None of such investors is providing ten percent (10%) or more of the Company’s capital and, as such, does not need to be listed as an entity providing capital resources to the Company.

## **MAINTAINING OF FINANCIAL RECORDS**

Records maintained by HumboldtEast, LLC (the “Company”) at its cultivation facility located at 2 Norino Way, Georgetown, MA (“Facility”) will properly record sales in full compliance with Cannabis Control Commission (the “Commission”) rules and maintain records of same in the manner required by the Commission and applicable law. Sales will only be made to wholesale customers, not retail customers. Sales recording and maintenance requirements include, but are not limited to, the following:

- The Company shall not manipulate or alter sales data or make use of software or other methods to manipulate or alter sales data.
- The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- The Company shall maintain records that it has performed the monthly analysis and produce any such records upon Commission request.
- If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, it shall: (1) immediately disclose the information to the Commission; (2) cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and (3) take such other action directed by the Commission to comply with applicable Commission rules.
- The Company shall comply with 830 CMR 62C.25.1: Record Retention and Department of Revenue Directive 16-1 regarding recordkeeping requirements.
- To the extent applicable, the Company shall adopt and maintain separate accounting practices for marijuana and marijuana product sales, and non-marijuana sales.
- The Company will cooperate with any audits and examinations of the point-of-sale system used by the Company to ensure compliance with Massachusetts tax laws and Commission regulatory requirements.
- The Company is not colocated with a medical marijuana treatment center. Therefore, there is no ability or need for submission of preexisting medical sales data to the Commission for use in determining adequacy of marijuana and marijuana products. However, if the Company were to be colocated with a medical marijuana treatment center, then the Company would maintain and provide to the Commission accurate sales data collected during the six months

prior to the Company's application to ensure an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10), to the extent applicable.

Records maintained by the Company will include financial records maintained in accordance with generally-accepted accounting principles. Additionally, the Company will maintain business records, which will be retained for at least two years after Facility closure, and which shall include manual or computerized records of the following items specified in Commission rules:

- The Company's assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include, but not be limited to, journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company.

Please note that many of the Company's records will be retained for periods longer than the minimum two years after Facility closure, including certain records not specified in Commission rules that will be retained permanently.

**SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS, IF APPLICABLE**

Not applicable.

HumboldtEast, LLC  
Georgetown Cultivation  
December 4, 2019

**RESTRICTING ACCESS TO AGE 21 OR OLDER**

The HumboldtEast, LLC (the “Company”) facility located at 2 Norino Way, Georgetown, MA (“Facility”) will be an approximately 20,000 square foot Tier 3 cultivation facility with additional storage and office areas bringing the total facility size to roughly 40,000 square feet. The Facility will have two secure entrances for employees and authorized visitors, protected by commercial grade locks and/or access doors that will require use of a keycard or passcode to unlock the door. As the Company will be conducting no retail sales, restricting access to individuals age 21 or older should pose no problems.

The Company will never knowingly invite a person under the age of 21 to visit the Facility. In addition, all employees shall be at least 21 years old; the Company will not accept or consider applications for employment from any person under the age of 21. If a visitor appears at one of the doors of the Facility, an employee will confirm the visitor is expected and/or has a valid purpose for visiting the Facility (such as a potential supplier, potential wholesale customer, or Cannabis Control Commission inspector), verify the identity of the visitor and confirm he or she is at least 21 years old by checking the visitor’s ID. The Company will also log the visitor to ensure the Facility has records of who has been in the Facility and at what times the visitor was present, give him or her a visitor badge, and ensure the visitor is escorted while on the premises. If a visitor cannot produce a valid ID, the visitor may not enter the Facility. If the ID presented appears to be fake or altered, the employee will seek to retain the ID and will contact appropriate law enforcement personnel.

## **QUALITY CONTROL AND TESTING**

HumboldtEast, LLC (“HumboldtEast” or the “Company”), at its Tier 3 cultivation facility, located at 2 Norino Way, Georgetown, MA (“Facility”), will implement and adhere to the following quality control and testing procedures as required by 935 CMR 101(1)(c)(7) and other rules of the Cannabis Control Commission (“Commission” or “CCC”), as applicable:

- At all times, the Company staff will comply with Commission requirements for the handling of marijuana including, but not limited to, the following:
  - The Company shall assure that cultivation and edibles processing, including all employees that come into contact with marijuana, shall comply with applicable sanitary/sanitation requirements, including preparation, handling and storage in compliance with minimum sanitation standards for food establishments in 105 CMR 500, 105 CMR 590.000, and 105 CMR 300. In particular, the Company will ensure that it is: (1) complying with sanitary practices including personal hygiene and adequate handwashing before starting work and after hands are soiled or contaminated; (2) providing adequate space for equipment and storage of materials; (3) litter and waste will be properly removed and any operating systems for waste disposal shall be adequately maintained; (4) floors, walls and ceilings shall be constructed in a manner that ensures they are capable of being cleaned, and shall be kept clean and in good repair and will be cleaned on a regular and as needed basis to ensure their sanitation; (5) adequate safety lighting shall be maintained; (6) buildings, fixtures and physical facilities shall be kept in sanitary condition; (7) contact surfaces shall be kept in clean and sanitary condition using approved sanitary agents; (8) all potentially toxic items will be properly identified, held and stored in a manner that prevents contamination of marijuana; (9) water supplies and plumbing toilet facilities, which employees shall have ready access to, will be adequate to a level that prevents contamination and takes waste away from the establishment; (10) all means of storage and transportation of finished products shall have sufficient measures to protect the products and prevent the products from becoming unsafe; (11) hand washing stations will be located in production areas and other areas where good sanitary practices require the Company’s employees to wash and sanitize their hands; and (12) marijuana and marijuana products shall be stored and, if applicable, transported under conditions that will protect them against physical, chemical, and microbial contamination.
- HumboldtEast will contract with a CCC-licensed Independent Testing Laboratory to examine samples in accordance with 935 CRM 500.160. The testing shall be 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 Department of Public Health (“DPH”), or successor standard established by the Commission.

- Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.
- With respect to such testing on samples:
  - All results obtained from the Independent Testing Laboratory shall be catalogued and responded to in accordance with written policies that will be maintained as part of HumboldtEast, LLC's Standard Operating Procedures. All personnel responsible for the receipt of any such test results shall receive regular periodic training on the SOPs to ensure compliance. The policies will require HumboldtEast, LLC to notify the Commission within 72 hours of any laboratory results indicating contamination that cannot be remediated and a requirement that any such contaminated product be disposed. Notification of any contaminated batches to the Commission will come from HumboldtEast, LLC and HumboldtEast, LLC will also require that the Independent Testing Laboratory separately and directly transmit said results to the Commission as part of their engagement. Said notifications will include a plan of action to destroy the contaminated batches as well as an analysis as to the root cause for the contamination;
  - Testing results on all samples shall be retained for not less than one year (if applicable);
  - Sales of seeds (if applicable) are not subject to these testing requirements;
  - Sales of clones (if applicable) are subject to these testing requirements, but are exempt from testing for metals;
  - Transportation to and from the Independent Testing Laboratory must comply with Commission rules at 935 CMR 500.105(13); and
  - Any excess marijuana or marijuana products returned from the Independent Testing Laboratory for disposal must be properly disposed of by the Company in compliance with 935 CMR 500.105(12).
- At all times, HumboldtEast staff will comply with Commission requirements for the handling of marijuana including, but not limited to, only processing the leaves and flowers of the female marijuana plant and keeping the product: (1) well cured and generally free of seeds and stems; (2) free of dirt, sand, debris, and other foreign matter; (3) free of contamination by mold, rot, other fungus, and bacterial diseases; (4) prepared and handled on food-grade stainless steel tables; and (5) packaged in a secure area.

- If contaminated marijuana or marijuana product cannot be remediated, the Company shall dispose of the product (to the extent not already disposed of by the testing laboratory) and notify the Commission within 24 hours of such product disposal.
- To the extent HumboldtEast receives results indicating contamination after some product in such batch already has been sold to customers, the Company will reach out to each customer and request that they immediately return the product to the Company for replacement product at no cost or for a full refund.



## PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

HumboldtEast, LLC (the “Company”) will maintain personnel policies at its Tier 3 cultivation facility located at 2 Norino Way, Georgetown, MA (“Facility”) suitable for an employer in the Commonwealth of Massachusetts and, additionally, will maintain and enforce personnel policies required by Cannabis Control Commission (“Commission”) rules, including, but not limited to, ensuring that: (1) hiring is consistent with the Company’s Diversity Plan and Disproportionate Impact Plan, each submitted separately herewith; (2) employees pass background checks and are licensed as a condition for being hired on a pay or voluntary basis; (3) references are checked prior to hiring all employees; (4) training is conducted for each employee each year to at least the minimum extent required by Commission rules; and (5) records of personnel are maintained and retained in accordance with Commission record retention requirements.

Projected staff will include at least the following positions in addition to its Board of Directors:

- President
- Inventory/Operations Director
- General Agricultural Workers

Projected staff (with projected maximum compensation) is as follows:

Position	Year 1	Year 2	Year 3	Annual Salary
President	\$0	\$0	\$0	\$0
Inventory/Operations Director	1	1	1	\$150,000
General Agricultural Workers	10	10	10	\$511,200
Janitorial				Contract based
Security (monitoring)				Contract based

Please note that this projected personnel plan can change once operations begin. More or fewer positions may become available depending on the demand for Company-grown cannabis and the efficiency of the operation. Details of the duties of the Board, managers and employees in the above positions are listed in the qualifications and training procedures policy, separately submitted herewith.

In addition to the above personnel policies, HumboldtEast, LLC will create a best practice binder for each procedure related to cultivation and apurtenant safety measures.

In terms of employee conduct, the Company will immediately dismiss any employee who has:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission within 24 hours after the discovery of such diversion;
- At any time while working for the Company or at the Facility, including vehicles used for the transportation of marijuana products, used, possessed, or were under the influence of alcohol, tobacco, or drugs deemed illegal under federal law (except for the possession of marijuana products during the normal course of business for the Company's business purposes);
- Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- 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 or jurisdiction.

In terms of personnel recordkeeping, the Company will retain personnel records in at least the following categories:

- Job descriptions for each employee and volunteer position;
- Organizational charts consistent with the job descriptions;
- A personnel record for each Marijuana Establishment agent, to be retained until not less than 12 months following termination of the individual's affiliation with HumboldtEast, LLC, and that will specifically include, at minimum: (1) the registration information on the agent submitted in connection with individual agent licensure; (2) documentation of verification of references; (3) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; (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 action taken; and (7) notice of completed responsible vendor and eight-hour related duty training;
- A staffing plan that will demonstrate accessible business hours;
- Personnel policies and procedures; and
- All background check reports obtained by HumboldtEast, LLC.

The Company shall ensure all employee records and confidential information are kept confidential, except as otherwise required by law or court order. All physical copies of

confidential information and employee records shall be kept in a locked file cabinet and only the Company President and other management designees will be provided with the key to access such locked file cabinet. All electronic copies of confidential information and employee records shall be kept in a password-protected file and only the Company President and other management designees will be provided with the password to access such password-protected file.

## **RECORD KEEPING PROCEDURES**

HumboldtEast, LLC (the “Company”) at its facility located at 2 Norino Way, Georgetown, MA (“Facility”), will maintain required records and make them available for inspection by the Cannabis Control Commission (“Commission”), upon request. These records will include the following records that will be retained for at least two years after Facility closure:

- Detailed written operating procedures in all areas specified by Commission rules;
- Inventory records;
- Seed-to-sale tracking records for all marijuana products;
- Recordkeeping mandated by Department of Revenue rules at 830 CMR 62C.25.1 and Department of Revenue directive 16-1 regarding record keeping requirements.
- The following personnel records:
  - Job descriptions for each employee and volunteer position;
  - Organizational charts consistent with the job descriptions;
  - Personnel records for each marijuana establishment agent which are to be maintained at least 12 months after termination of the individual’s affiliation with the Company and shall include (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; (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 action taken; and (7) notice of completed and eight-hour duty training and, when applicable, responsible vendor;
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Business records, including, but not limited to,
  - Assets and liabilities;

- Monetary transactions;
  - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form and cost of marijuana products; and
  - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any Persons Having Direct or Indirect Control (as defined in 935 CMR 500.000) over Freshly Baked.
- Waste disposal records, which shall be kept for at least three (3) years.
  - Incident reports filed with the Commission and appropriate local law enforcement authorities.

Please note that many Company records will be retained for periods longer than the minimum two years after Facility closure, including certain records not specified in Commission rules that will be retained permanently.

All financial records shall be maintained in accordance with generally accepted accounting principles.

## **QUALIFICATIONS AND TRAINING FOR MARIJUANA ESTABLISHMENT AGENT EMPLOYEES**

### **Overview of Personnel**

The President of HumboldtEast, LLC (“Company”), Jamie Fishman, Esq., is responsible for maintaining and updating a staffing plan that will ensure HumboldtEast, LLC has the right quantity of staff with the current skill set and experience to ensure the success of all operations, subject to leadership and overall supervision from the HumboldtEast, LLC Board of Managers (“Board”). New employees may not work on-site at the cultivation facility located at 2 Norino Way, Georgetown, MA (“Facility”) until they have received initial orientation training and any critical task-specific training. All staff, both employees and volunteers, must be 21 years of age or older and hold a marijuana establishment agent license and registration card issued by the Cannabis Control Commission (“Commission”).

HumboldtEast, LLC staff will include the following positions:

- President
- Inventory/Operations Director
- General Agricultural Workers
- Security

### **Roles, Responsibilities and Qualifications**

#### ***Board of Managers:***

- Responsible for providing business direction
- Responsible for creating, communicating, and implementing the organization’s vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization’s strategy
- Responsible for fixing prices and signing business deals
- Responsible for recruitment
- Responsible for payment of salaries
- Responsible for signing checks and documents on behalf of the Company
- Evaluates the success of the organization

- Responsible for payment of tax, levies and utility bills

***President:***

- Responsible for managing the daily activities of the cultivation facility, including ensuring regulatory compliance
- Providing advice about product information in response to vendee inquiries
- Responsible for recruiting, training and managing staff
- Responsible for processing orders and distributing product
- Responsible for ordering, selling and controlling cannabis and other stock
- Responsible for meeting representatives from other licensed operations
- Responsible for managing the company's budgets
- Responsible for keeping statistical and financial records
- Responsible for preparing publicity materials and displays
- Handles marketing services
- Interfaces with third-party providers (vendors)
- Supervises the entire workforce
- Ensures compliance with diversity and areas of disproportionate impact plans, as well as other regulatory compliance tasks
- Handles any other duty as assigned by the Board

***Inventory/Operations Director:***

- Manages vendor relations, market visits, and the ongoing education and development of the organization's buying and selling personnel
- Helps to ensure consistent quality of cannabis cultivated by the Company
- Responsible for the purchase of goods and products for the organization
- Responsible for planning sales, monitoring inventory, and writing and pricing orders to vendors

- Helps perform monthly and annual inventory counts, file paperwork, and stock inventory
- Ensures operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; evaluating new equipment and techniques
- Ensures that the organization operates within stipulated budget
- Log in communications book all activities including deliveries, arrivals and departures
- Conduct security and safety walk-through of the building and grounds as needed
- Intervene and diffuse crisis situations. Call 911 for emergency help as required
- Report serious guideline violations to president, immediately. Minor incidents will be reported during business hours
- Security Monitor will also perform other routine administrative tasks as required such as incident reports and maintenance requests; in addition to taking messages, as necessary for other clients

***General Agricultural Workers:***

- Undertake daily tasks needed for all cultivation activities
- Help perform monthly and annual inventory counts, file paperwork, and stock inventory
- Help log in communications book all activities including deliveries, arrivals and departures
- Help conduct security and safety walk-through of the building and grounds as needed
- Intervene and defuse crisis situations. Call 911 for emergency help as required
- Report serious guideline violations to President, immediately. Minor incidents will be reported during business hours

***Security Monitor (Contract Based, Off-Site):***

- Off-site Security Monitor will remotely oversee the safety and security of all employees and clients as well as the Facility



- The Security Monitor will remotely ensure visitors entering and exiting the premises will abide by Facility policy and guidelines
- Security Monitor will act as an agency representative in the absence of regular staff
- Remotely monitor all clients and staff entering and leaving the building for security purposes
- Security Monitor will also perform other routine administrative tasks as required, such as incident reports and maintenance requests, in addition to taking messages, as necessary for other clients
- Log in communications book all activities including deliveries, arrivals and departures
- Report serious guideline violations to the President immediately. Minor incidents will be reported during business hours

**Employee Background Check and Training:**

HumboldtEast, LLC will bring on top-notch employees and invest in training to ensure regulatory compliance, decrease turnover and deliver consistent service. This policy will be updated as needed to stay compliant with any changes to training requirements promulgated by the Commission.

In order to be retained as an employee, the candidate must undergo a background check that complies with Commission requirements and become licensed by the Commission as a licensed marijuana agent.

HumboldtEast, LLC (or, as needed, a qualified third party) will provide training to produce quality cannabis products and ensure regulatory compliance. All employees shall be trained on specific duties prior to performing said duties. Additionally, all owners, managers, and employees will complete the Commission's Responsible Vendor Program prior to the commencement of business operations. Employees hired thereafter shall complete the Responsible Vendor Program within 90 days of being hired. All documentation related to the Responsible Vendor Program will be retained for at least four (4) years.

Training will, at minimum, include not less than eight hours of training annually, or such other amounts as are required by the Commission, and will be completed within ninety (90) days of each new hire. Each training is done one-on-one with either the President, a manager, or an exceptional employee or, in appropriate cases, an outside vendor. Training topics will include, but not be limited to, the following areas:

- Local, state and federal cannabis laws and rules

- Personnel, product and premises security, including, but not limited to, display of ID badges on Facility employees and visitors to the Facility
- Marijuana and marijuana products handling procedures, including handwashing, sanitation practices, and ensuring product is in lawful, sale-able condition
- Locations of Limited Access Areas (“LAAs”), locations or knowledge of keys and lock codes to such areas, and who are entitled to enter them
- Recordkeeping and other specific regulatory responsibilities
- Strategies for avoiding diversion, theft and loss of cannabis products
- Protocols for emergency situations
- Protocols and requirements for transportation of cannabis products to and from the Facility, whether by licensed contractual counterparties, third-party transportation providers, or HumboldtEast, LLC staff.
- Incident reporting protocols
- Waste disposal procedures
- Quality control
- Effects of marijuana on the body and recognizing and preventing substance abuse
- Privacy and confidentiality of sensitive information

New employees will have a mixture of initial in-person and, potentially, online trainings. Among other things, they will work closely with and/or shadow management and already established employees to get an understanding about compliance, products, and wholesale customer and supplier customer service.

The cultivation of marijuana is a brand-new industry, which means there will be new products, customer feedback, and regulatory changes of which management and staff must learn about and remain apprised. Employees must be excited to participate in frequent training programs to stay up-to-date with the industry, and must be welcome to accepting feedback from both management and wholesale customers and suppliers.

## **DIVERSITY PLAN**

The HumboldtEast, LLC (“Company”) cultivation facility at 2 Norino Way, Georgetown, MA (the “Facility”), will develop and implement a Diversity Plan (the “Plan”) consistent with the guidance of the Cannabis Control Commission (the “Commission”) and state and federal law. The Plan will be established in conjunction with comprehensive anti-harassment and reasonable accommodation policies, and consistent with appropriate record-keeping policies and procedures.

### **I. Plan Goals**

The goals of the Plan will be for the Company to hire, train and retain a high quality, diverse workforce, consistent with the culture and diversity of the community in northern Essex County to ensure everyone has the tools and opportunities needed to be successful. The emphasis of the Plan will be to recruit a diverse applicant pool for all job openings for this Tier 3 cultivation facility, hire diverse employees, and provide advancement opportunities for minority populations in order to create and maintain a diverse workplace and to support the success of minority employees in all protected classifications, including, but not limited to, race, gender, veteran status, disability status, sexual orientation and gender identity and expression. The Company aims to hire at least 20% of its employees from two or more of the following protected classifications within the first year of operation: women, minorities, veterans, persons with disabilities, and persons who identify as members of the LGBTQ community.

### **II. Programs**

To achieve its goals, the Plan will prioritize recruiting qualified applicants, as follows: the Company will advertise within areas that represent a diverse workforce in an effort to attract qualified diverse employees. The Company has already networked with the Haverhill Chamber of Commerce and Northern Essex Community College also located in Haverhill to confirm the Company can advertise positions with those organizations. The Company has chosen to advertise with those two organizations because, in part, they advertise in areas with large populations of diverse persons. Haverhill is in close proximity to Georgetown and has a diverse community of residents. Advertising with organizations in the community is likely to yield the best results for attracting qualified diverse employees. The community also has the benefit of a large population living in close proximity to the Company’s location. Therefore, the Company intends to concentrate most of its job listings in that community (the population of Georgetown by comparison is much smaller). Job opportunities will be posted on an as-needed basis.

#### **A. Recruitment and Hiring.**

To obtain a diverse applicant pool, recruiting efforts will include outreach via the internet and to community organizations to encourage diversity among job applicants. HumboldtEast, LLC has also joined the Haverhill Chamber of Commerce to gain access to their network in order to recruit qualified applicants. Likewise, HumboldtEast, LLC has been invited to post jobs to

students and alumni of Northern Essex Community College in Haverhill, MA as well as attend on-campus recruiting and network events. The Company has already obtained written consents from all organizations named in this policy, and will obtain written consents before working with additional organizations.

Particular care will be paid to each aspect of the hiring process, including job applications, interviewing, background checks and orientation, to support the goals of the Plan. Staff involved in any manner with hiring process, including, but not limited to, the Diversity Officer named pursuant to this Plan, will be properly trained and the process will be carefully monitored so as to optimize opportunity for job candidates who are in protected classifications, in compliance with the guidance of the Commission and applicable law. The Company's hiring will be based on merit with special care taken to ensure procedures are free from bias.

#### **B.     Training**

The Plan will emphasize ongoing training of management, including diversity training, to support the success and retention of a diverse workforce. The principals will ensure that all employees receive the oversight, guidance and constructive feedback necessary to support their individual job performance. Dignity, respectful communication and collaboration will be the key values emphasized in all areas of training, continuing education and supervision.

Employee trainings will be open to all of the Company's employees. The Company seeks to ensure all employees, including those who fall within protected classifications, have the necessary training and opportunities to succeed not only in the Company's organization, but in the cannabis industry more generally, regardless of their background.

### **III.    Measurement and Accountability**

Regularly assessing success will be a key component of the Plan. The Company will periodically gather pertinent information to measure the efficacy of each of the programs under the Plan by evaluating the diversity profile of its applicant pool and employees at every level of the organization. All means used for this purpose will comply with applicable state and federal law. As needed, based on the results of each assessment, recruitment and hiring, training and retention and advancement programs will be modified to more effectively achieve the goals of the Plan.

At the end of the first year of operation from receipt of a provisional license, and each year thereafter, the Company will undertake written assessments of its success in attracting and retaining a diverse workforce, consistent with the goals of the Plan and will submit such at each renewal period. The written assessment will include, but not be limited to, (1) self-reported and/or objective data on the characteristics of the overall applicant pool, (2) self-reported and/or objective data on the characteristics of the overall work force retained by HumboldtEast, LLC, at each level of the organization, (3) a written good faith evaluation of HumboldtEast, LLC's success at attracting and maintaining diverse applicant pools and workforce, (4)

recommendations for improving the effectiveness of HumboldtEast, LLC's diversity efforts, (5) self-reported and/or objective data on the number of persons from the above-listed demographics that have received promotions within the Company, and (6) the number and subject matter of trainings held and the number of persons from the above-listed demographics in attendance. Such assessments will include evaluation of both qualitative and quantitative information, where available.

#### **IV. Diversity Officer**

The Company recognizes that for the Plan to be effective, the day-to-day responsibility for implementation of the Plan, anti-harassment and reasonable accommodation policies must rest with the principals. It is the responsibility of the principals and any other managers and supervisors to commit to the values and goals of the Plan. To coordinate all efforts, assess success, evaluate programs and serve as a resource to all employees, a Diversity Officer will have the primary responsibility for directing and monitoring implementation of the Plan in compliance with applicable state and federal law. He or she will exercise authority with the full support of the organization and its principals. It will be his or her responsibility to:

- A. Develop policy statements and plans for dissemination of information about the Plan and its programs, both within and outside the organization.
- B. Ensure that the Plan, anti-harassment and reasonable accommodation policies are strictly enforced.
- C. Provide and/or supervise training to all managers and supervisors consistent with the goals of the Plan and related policies.
- D. Identify and address problem areas and implement solutions.
- E. Design and implement reporting and assessment protocols consistent with the requirements of the Plan.
- F. Review recruitment materials, job postings and job descriptions, as well as qualifications for promotion and transfers, to ensure that they are consistent with the goals of the Plan.
- G. Monitor job offers, promotions, demotions, transfers, and terminations to ensure compliance with the Plan.

The Diversity Officer, once named, will immediately enroll in and complete 1-3 training programs in the areas of reasonable accommodation policies, and other programs that support and promote diversity. He or she will also attend at least one additional training program on an annual basis.

#### **V. Acknowledgements**

The Company acknowledges that it will adhere to the following minimum requirements:

- A. HumboldtEast, LLC has contacted and received permission, or will do so in the future, prior to communicating employment openings to all organizations and other entities.
- B. HumboldtEast, LLC will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
- C. Any actions taken, or programs instituted, by HumboldtEast, LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.