



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282622
Original Issued Date: 06/28/2021
Issued Date: 06/28/2021
Expiration Date: 06/28/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Columbia Growth, Inc.

Phone Number: 917-402-0017
Email Address: columgrow@gmail.com

Business Address 1: 157 Columbia Street
Business City: Lee
Business State: MA
Business Zip Code: 01238
Business Address 2:
Mailing Address 1: 157 Columbia Street
Mailing City: Lee
Mailing State: MA
Mailing Zip Code: 01238
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

Name of RMD:
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: 40
Role: Executive / Officer
Percentage Of Control: 100
Other Role:

First Name: Mervyn Last Name: Yan Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 60 Percentage Of Control: 100
Role: Executive / Officer Other Role:
First Name: Heng Last Name: Wang Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
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: Mervyn Last Name: Yan Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$400000 Percentage of Initial Capital: 40
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Heng Last Name: Wang Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$600000 Percentage of Initial Capital: 60
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 157 Columbia Street

Establishment Address 2:

Establishment City: Lee Establishment Zip Code: 01238

Approximate square footage of the Establishment: 54000 How many abutters does this property have?: 17

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

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Columbia Growth Community Outreach Meeting Documentation Attachments ABC.pdf	pdf	5e4715125b05c304785e8259	02/14/2020
Certification of Host Community Agreement	Columbia Growth HCA Certification Form signed 1-7-20.pdf	pdf	5e4716314dd5bb0494106d7d	02/14/2020
Community Outreach Meeting Documentation	Richard M Evans relationship to Company.pdf	pdf	5ec43d445c6c422d41afc6b5	05/19/2020
Plan to Remain Compliant with Local Zoning	Cultivation - Columbia Growth - Plan to Remain Compliant with Local Zoning.pdf	pdf	5ec524421cd17834bad63939	05/20/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Cultivation - Columbia Growth - Positive Impact Plan (1).pdf	pdf	5f29a27aeee479687ae97c80	08/04/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Heng Last Name: Wang 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
Department of Revenue -	Certificate of DOR for Columbia Growth.pdf	pdf	5e35bf1b7b9883042b37016c	02/01/2020

Certificate of Good standing					
Articles of Organization	Columbia Growth Articles of Organization.aspx.pdf	pdf	5e35bf1d61c9e9045a7907db	02/01/2020	
Secretary of Commonwealth - Certificate of Good Standing	Columbia Growth Sec of Comm Certif Good Standing.pdf	pdf	5e35bf9a5b05c304785e5c04	02/01/2020	
Bylaws	Bylaws - Columbia Growth_ Inc..pdf	pdf	5e35bf9c813339048c3fab60	02/01/2020	
Department of Revenue - Certificate of Good standing	Columbia Growth Unemployment Assistance Attestation form (1).pdf	pdf	5ec524bc5c6c422d41afc7d3	05/20/2020	

No documents uploaded

Massachusetts Business Identification Number: 001391384

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Cultivation Business Plan Columbia Growth Inc..pdf	pdf	5e471883813339048c3fd159	02/14/2020
Plan for Liability Insurance	Cultivation - Columbia Growth - Plan for Obtaining Liability Insurance.pdf	pdf	5e4718e27b9883042b3727ed	02/14/2020
Proposed Timeline	CULTIVATION - Columbia Growth - Proposed Timeline 7-31-20.pdf	pdf	5f245b050754a5647628379c	07/31/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Cultivation - Columbia Growth - Storage of Marijuana (1).pdf	pdf	5e471aaf5b05c304785e826d	02/14/2020
Prevention of diversion	Cultivation - Columbia Growth - Prevention of Diversion (1).pdf	pdf	5e471ab269dc9d0456db93cb	02/14/2020
Security plan	Cultivation - Columbia Growth - Security Plan (1).pdf	pdf	5e471ab5813339048c3fd15e	02/14/2020
Policies and Procedures for cultivating.	Cultivation - Columbia Growth - Operational Plan for Cultivation (1).pdf	pdf	5e471abb4fa2b004756a2280	02/14/2020
Quality control and testing	Cultivation - Columbia Growth - Quality and Testing (1).pdf	pdf	5e471ad81c3b1d04a32b2be3	02/14/2020
Inventory procedures	Cultivation - Columbia Growth - Inventory (1).pdf	pdf	5e471ad9d43df3043d4b9774	02/14/2020
Transportation of marijuana	Cultivation - Columbia Growth - Transportation (1).pdf	pdf	5e471adb02a6e7045352d2e9	02/14/2020
Dispensing procedures	Cultivation - Columbia Growth - Dispensing Procedures.pdf	pdf	5e471d7a81ae16046bec96cd	02/14/2020
Qualifications and training	Cultivation - Columbia Growth - Qualifications	pdf	5e471e0564339304b08ffafb	02/14/2020

	and Training.pdf			
Maintaining of financial records	Cultivation - Columbia Growth - Maintaining Financial Records.pdf	pdf	5e471e065a2369047f226216	02/14/2020
Record Keeping procedures	Cultivation - Columbia Growth - Record Keeping Procedures.pdf	pdf	5e471e0702a6e7045352d2fc	02/14/2020
Personnel policies including background checks	Cultivation - Columbia Growth - Personnel Policies including Background Checks.pdf	pdf	5e471e0981ae16046bec96d5	02/14/2020
Restricting Access to age 21 and older	CULTIVATION - Columbia Growth - Restricting Access to Age 21 and Older.pdf	pdf	5f245b8a193ee2646b47959a	07/31/2020
Diversity plan	Cultivation - Columbia Growth - Diversity Plan (2).pdf	pdf	5f245d07193ee2646b47959e	07/31/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours

Sunday From: Open 24 Hours

Sunday To: Open 24 Hours

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, Richard M. Evans, (*insert name*) attest as an authorized representative of Columbia Growth, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on October 2, 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 Sept. 21, 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 Sept. 20, 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 Sept. 20, 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.

EvansCutler Attorneys

90 Conz Street

Northampton, Massachusetts 01060

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Richard M. Evans
evans@evanscutler.com
413-586-1349

Michael D. Cutler
cutler@evanscutler.com
617-816-6056

September 20, 2018

Notice of Community Outreach Meeting

The Selectboard
Town of Lee
32 Main Street
Lee, Massachusetts 01238

Town Clerk
Town of Lee
32 Main Street
Lee, Massachusetts 01238

The Planning Board
Town of Lee
32 Main Street
Lee, Massachusetts 01238

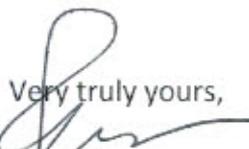
And owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of 157 Columbia Street, Lee

To the Selectboard, the Town Clerk, the Planning Board, and Neighbors:

Notice is hereby given that Columbia Growth, Inc., will hold a Community Outreach Meeting for a proposed marijuana cultivation and product manufacture establishment to be located at 157 Columbia Street, Lee, Massachusetts, on Wednesday, October 2, 2019, at 3:00 PM. The meeting will be held at The Morgan House, 33 Main Street, Lee.

A copy of the notice to be published in the Berkshire Eagle is below.

Your attendance and participation are cordially invited.

Very truly yours,

Richard M. Evans

PUBLIC MEETING NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana cultivation and product manufacture establishment to be operated by Columbia Growth, Inc., is scheduled for Wednesday, October 2, 2019, at The Morgan House, 33 Main Street, Lee, Massachusetts, at 3:00 PM. The proposed establishment will be located at 157 Columbia Street, site of the former Schweitzer Manduit paper mill. There will be an opportunity for the public to ask questions.

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September 20, 2018

Notice of Community Outreach Meeting

The Selectboard	Town Clerk	The Planning Board
Town of Lee	Town of Lee	Town of Lee
32 Main Street	32 Main Street	32 Main Street
Lee, Massachusetts 01238	Lee, Massachusetts 01238	Lee, Massachusetts 01238

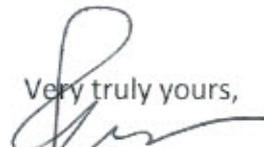
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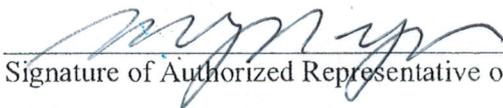
FID	map_par_source	no_match	owner1	own_addr	own_city	own_state	own_zip
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	59 BERKSHIRE RD	BECKET	MA	01223
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	514 HOUGHTON ST	CLARKSBURG	MA	01247
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	350 LAUREL ST	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	280 LAUREL ST	LEE	MA	01238
GISDATA.L	150/012.0- ASSESS	N	[REDACTED]	P O BOX 955	LEE	MA	01238
GISDATA.L	150/012.0- ASSESS	N	[REDACTED]	P O BOX 955	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	P O BOX 974	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	TOWN OF LEE	32 MAIN ST	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	330 LAUREL ST	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	160 WILLOW HILL RD	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	300 LAUREL ST	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	125 FAIRVIEW ST	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	20 THERESA TER	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	94-26 34TH RD	JACKSON HGTS L.I.	NY	11372
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	P O BOX 145	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	305 LAUREL ST	LEE	MA	01238
GISDATA.L	150/007.0- ASSESS	N	[REDACTED]	310 LAUREL ST	LEE	MA	01238
GISDATA.L	150/012.0- ASSESS	N	[REDACTED]	P O BOX 955	LEE	MA	01238

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, Mervyn Yan, (*insert name*) certify as an authorized representative of Columbia Growth, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Lee (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on January 10, 2020 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Thomas P. Wickham, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Lee (*insert name of host community*) to certify that the applicant and Town of Lee (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 7, 2020 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Richard M. Evans, Esq. is the local zoning counsel for Columbia Growth, Inc. Mr. Evans does not have ownership or control over the business.

COLUMBIA GROWTH - CULTIVATION

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Columbia Growth, Inc. has thoroughly reviewed the retail marijuana regulations for the Town of Lee. Columbia Growth, Inc. received a special permit from the Board of Selectmen on December 17, 2019. The Special Permit shall only be valid for use by the Applicant and will become null and void upon the sale or transfer of the license of an ME or change in the location of the business. The special permit shall lapse in one year if a substantial use or construction has not begun under the permit by such date, except for a good cause.

Chapter 199 Subchapter 9.11 of the Town of Lee Zoning Bylaw states:

MARIJUANA ESTABLISHMENTS

A) Purpose. The purpose of this section is to provide for the placement of Marijuana Establishments (MEs) in suitable locations in the Town of Lee (the "Town") in recognition of and in accordance with "The Regulation of the Use and Distribution of Marijuana Not Medically Prescribed," M.G.L. c. 94G. The specific purpose of this section is to safeguard the built environment by permitting compliance with state law in a manner consistent with community and neighborhood concerns, while also ensuring that those entities permitted to operate a licensed ME, as defined herein, comply with the relevant provisions of Chapter 334 of the Acts of 2016, Chapter 351 of the Acts of 2016, Chapter 55 of the Acts of 2017 and the regulations promulgated by the Cannabis Control Commission (CCC) found at 935 CMR 500.000 et seq.

C) Designated Locations for MEs. The locations designated by the Town of Lee where a ME may be sited are as follows:

(1) Any ME, as defined in this bylaw, may be sited in the Industrial (I) zone district, as shown on the Zoning Map pursuant to G.L. c. 40A, §4, upon the approval of a Site Plan and Special Permit, in accordance with §199-13.3 and §199-13.4 of the Zoning Bylaw.

(4) Marijuana Cultivation Facilities, Marijuana Product Manufacturers and Marijuana Transporters, as defined in this bylaw, may be sited in the Rural Business (RB) and Office Park Light Industrial (OPLI) zone districts as shown on the Zoning Map pursuant to G.L. c. 40A, §4, upon the approval of a Site Plan and Special Permit, in accordance with §199-13.3 and §199-13.4 of the Zoning Bylaw.

(5) No Marijuana Retailer may be located closer than five-hundred feet (500') from any school, place of worship, any type of child care facility as referenced in 606 CMR 7.02, or other similar facility where minors commonly congregate and are the primary population served by the facility. The setback distance shall be

COLUMBIA GROWTH - CULTIVATION

measured in a straight line from the nearest point of the property line of the proposed marijuana retailer and the nearest point of the property line of said facilities. There shall be no setback for all other MEs.

(6) As part of the Special Permit process, the Special Permit Granting Authority may reduce the required setback distance as referenced in subsection (C)(5) if it finds site-specific circumstances or barriers adequately separate the proposed Marijuana Retailer and the protected uses. The burden shall be on the Applicant to demonstrate that reducing the minimum setback will serve the purpose of this section and address the concerns of the Special Permit Granting Authority.

(7) No ME, except for Marijuana Transporters, shall be permitted to operate from a moveable, mobile or transitory location.

E) General Requirements. The following general requirements are established for all proposed operations of ME's. (1) Outside storage. No outside storage of marijuana, marijuana products, related supplies, or educational materials is permitted, except for outdoor, open-air cultivation facilities. (2) Hours of operation. A Marijuana Retailer may open no earlier than 8:00 AM and shall close no later than 8:00 PM the same day, Monday through Saturday, and from 10:00 AM until 8:00 PM on Sunday unless other hours of operation are set by the Special Permit Granting Authority as part of site plan approval. Hours of operation shall apply to all sales, delivery, and dispensing activities for the Lee Zoning Bylaw Chapter 199-11 page 71 business. There shall be no hourly restrictions on non-retail marijuana facilities, unless imposed by the Special Permit Granting Authority as part of site plan approval. (3) Signage. All signage and advertising for ME's shall comply with all applicable state laws, as well as, the provisions of §199-7 of this chapter and all other applicable provisions of this code. Advertisements, signs, displays or other promotional material depicting retail marijuana uses or symbols shall not be shown or exhibited off the premises, or in any manner which is visible to the public from roadways, pedestrian sidewalks or walkways, or from other public areas. No signage associated with a Marijuana Retailer shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana, unless such word or phrase is immediately preceded by the word "retail," provided that no signage shall contain words such as "reefer," "ganja," "weed" or other similar slang references to marijuana or cannabis. (4) On-site consumption of marijuana. The use, consumption, ingestion or inhalation of marijuana or marijuana products on or within the premises of any ME is prohibited, except for Research Facilities. (5) Visibility of activities. All activities of any ME, except for outdoor, open-air cultivation facilities, shall be conducted indoors. (6) Paraphernalia. Devices, contrivances, instruments and

COLUMBIA GROWTH - CULTIVATION

paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers and related tools, water pipes, and vaporizers may lawfully be sold at a Marijuana Retailer. No retail marijuana, marijuana products, or paraphernalia shall be displayed or kept in a retail marijuana store so as to be visible from outside the licensed premises. (7) Control of emissions. Sufficient measures and means of preventing smoke, odors, debris, dust, fluids and other substances from exiting a ME must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a ME, the owner of the subject premises and the licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations. (8) The proposed ME shall provide appropriate landscaping and urban design features to harmonize the proposed project with abutting uses so as to protect and enhance the aesthetics and architectural look and character of the surrounding neighborhood. This requirement may be modified or waived by the Special Permit Granting Authority. (9) Any violation will be corrected within 30 days and if not corrected within the required time, all operations of the ME shall be suspended until the violation is corrected.

F) Special Permit Required. No ME shall be operated or expanded without first obtaining a Special Permit from the Special Permit Granting Authority in accordance with this section and § 199- 13.4, "Special Permits". (1) The Special Permit Granting Authority for any ME shall be the Board of Selectmen. (2) A Special Permit shall only be valid for use by the Applicant and will become null and void upon the sale or transfer of the license of an ME or change in the location of the business. Lee Zoning Bylaw Chapter 199-11 page 72 (3) In the event that the Commonwealth's licensing authority suspends the license or registration of an ME, the Special Permit shall be so suspended by the Town until the matter is resolved to the satisfaction of said licensing authority.

G) Filing Requirements. Applications to permit an ME must be submitted to the Select Board. Such applications for MEs shall include the following: (1) Site Plan. A site plan shall be submitted that includes all information required as per §199- 13.3 and must also include the following: (a) The names, mailing addresses, phone numbers, email addresses and signatures of the applicant, owner and operator. (b) Physical address (if one exists), and the map, lot and block number of the proposed site. (2) Security Plan. A security plan shall be submitted, to ensure the safety of employees, patrons and the public to protect the premises from theft or criminal activity. The Police Chief, or their designee, shall offer comments to the Special Permit Granting Authority regarding the Security Plan. The security plan shall include, but not be limited to, the following: (i) An

COLUMBIA GROWTH - CULTIVATION

interior floorplan (including secured areas, windows, doors, etc.) (ii) Exterior lighting (iii) Exterior fencing (if any) (iv) Exterior gates (if any) (v) Alarms (3) Evidence that the Applicant has site control and the right to use the site for an ME in the form of a deed, valid lease, or purchase & sale agreement or a notarized statement from the property owner certifying the Applicant has firm site control. (4) The Special Permit Granting Authority may require a traffic study that includes an analysis of on-site circulation and parking demand to justify the number of proposed parking spaces and the optimum configuration for site ingress and egress.

H) Discontinuance of Use. Any ME under this Section shall be required to remove all material, marijuana products, equipment, signs, and other paraphernalia in compliance with regulations established by the CCC prior to expiration of its license or immediately following revocation or voiding of its licensure and/or registration. If the license holder discontinues use, the ME shall immediately notify the Lee Board of Selectmen, the Lee Police Chief and the Zoning Enforcement Officer.

I) No town liability; indemnification. (1) The Applicant and all licensees waive and release the Town, its elected officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of the ME owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations. (2) The Applicant, in receiving approvals issued pursuant to this chapter, and all licensees, jointly and severally, if more than one, agree to indemnify, defend and hold harmless the Town, its elected officials, employees, attorneys, agents, insurers and self-insurance pool against all liability, claims and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any Lee Zoning Bylaw Chapter 199-11 page 73 kind whatsoever arising out of or in any manner connected with the operation of the ME that is the subject of the approval/license.

J) Other laws remain applicable. (1) Business License Required. At all times while a permit is in effect the licensee shall possess a valid business license as required by the Lee Town Code. (2) To the extent that the state has adopted or adopts in the future any additional or stricter law or regulation governing the cultivation, manufacturing, testing, research or retail of marijuana or Marijuana Products, the additional or stricter regulation shall control the ME in the Town. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license under this chapter, and noncompliance with any applicable state law or regulation shall be grounds for revocation or suspension of any license issued hereunder.

COLUMBIA GROWTH - CULTIVATION

(3) Any ME may be required to demonstrate, upon demand by law enforcement officers of the Lee Police Department and/or the local licensing authority, that the source and quantity of any marijuana found upon the licensed premises are in full compliance with any applicable state law or regulation. (4) The issuance of any license pursuant to this chapter shall not be deemed to create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for the cultivation, possession, sale, distribution or use of marijuana. (5) Prior to the issuance of a Special Permit or site plan approval, the ME must have entered into a host community agreement with the Town. If, upon review by the Board of Selectmen, the ME is found to not be fully in compliance with the host community agreement, the Special Permit may be suspended or rescinded.

Columbia Growth, Inc. has discussed the project at length with Town officials and executed a Community Host Agreement on January 10, 2020.

Columbia Growth, Inc. intends to engage a professional to monitor its compliance. Columbia Growth, Inc. will work with the appropriate authorities in the Town of Lee in order to secure the necessary permits to begin operations at 157 Columbia Street, Lee, MA.

Columbia Growth, Inc. will ensure compliance with local codes, ordinances and bylaws for the physical address of the retail establishment through a comprehensive compliance program that will include, but not be limited to, instituting policies and procedures that comply with said regulations and continuously soliciting input from all local stakeholders, public safety and law enforcement authorities.

COLUMBIA GROWTH - CULTIVATION

POSITIVE IMPACT PLAN

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, Columbia Growth, Inc. has created the following Positive Impact Plan.

Columbia Growth's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of Pittsfield, West Springfield, Springfield and Holyoke, who have marijuana convictions and/or have parents or spouses who have drug convictions
2. Past or present residents of areas of disproportionate impact, as defined by the Commission
3. Massachusetts residents who have past drug convictions; and
4. Massachusetts residents with parents or spouses who have drug convictions.

The goal of our Positive Impact Plan is to promote practices that seek to repair the negative impacts of disproportionate enforcement of laws upon Pittsfield, West Springfield, Springfield and Holyoke. This goal has two components, both having a positive impact on all members of the impacted communities while also helping to reduce barriers to entry into the cannabis industry for certain individuals.

Our Positive Impact Plan will create and implement the following programs:

1. Funding expungements for 5 individuals a year from Pittsfield, West Springfield, Springfield and Holyoke who have cannabis-related felonies. Columbia Growth will identify an attorney to volunteer their time to help residents with completing the necessary expungement paperwork.
2. Hiring at least 2 individuals from one of the four target groups. The intended ways to reach those communities for hiring is via local publications, area job fairs and community outreach centers that cater to these groups of individuals in these communities; partner with businesses located in areas of disproportionate impact to recruit candidates for walk-in interviews for potential employment within the Company.
3. Providing 2 internships or apprenticeships with our company to young adults (over 21) from Pittsfield, West Springfield, Springfield and Holyoke. Columbia Growth will recruit candidates from local trade schools, colleges and universities for a year-long paid internship. The purpose of this internship is to teach students about the cannabis industry

COLUMBIA GROWTH - CULTIVATION

and to work with them on developing policies and practices to better support and hire persons with cannabis offenses and give them an opportunity to work in the industry.

4. Columbia Growth will participate in at least 2 job fairs per year at area community colleges.
5. Columbia Growth will participate in community “clean-up” initiatives in Pittsfield, West Springfield, Springfield and Holyoke 4 times per year.

Columbia Growth will use the following qualitative and quantitative measurement metrics in measuring the results of its programs. Upon renewal, we will demonstrate that the identified program/s in the plan led to measurable success of our goals. Our metrics have an identified data source and method for tracking the data.

The metrics we will utilize include:

1. Number of employees hired, retained or promoted that come from disproportionate impacted areas - the goal would be to hire at least 2 employees from the disproportionately impacted areas.
2. Number of individuals the establishment has assisted with funding expungements per year.
3. Number of individuals who were provided an internship with Columbia Growth.
4. Showing the number of job fairs attended per year.
5. Showing the number of community clean-up initiatives the Company has participated in over the course of the year.

Columbia Growth will be able to demonstrate the success of its programs by:

1. Showing, via personnel records, the actual hiring for employment those who are members of the targeted groups.
2. Producing documentation that criminal records of individuals in the targeted groups have had their records expunged.
3. Showing, via personnel records, the actual hiring of interns who are members of the targeted groups.

In addition, Columbia Growth will have the Director of Community Engagement [or designated employee] attend quarterly meetings with local non-profits in an effort to remain informed about the challenges facing area felons and persons with cannabis-related criminal offenses so that the Company can play an ongoing role in helping to alleviate barriers.

Columbia Growth 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.

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



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MERVYN YAN
COLUMBIA GROWTH INC
157 COLUMBIA ST
LEE MA 01238-1003

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001391384

ARTICLE I

The exact name of the corporation is:

COLUMBIA GROWTH, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO APPLY FOR A LICENSE FROM THE CCC FOR CANNABIS CULTIVATION AND PRODUCT M ANUFACTURE.

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: RICHARD EVANS
No. and Street: 90 CONZ STREET
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	MERVYN YAN	1560 69TH ST. BROOKLYN, NY 11219 USA
TREASURER	MERVYN YAN	1560 69TH ST. BROOKLYN, NY 11219 USA
SECRETARY	MERVYN YAN	1560 69TH ST. BROOKLYN, NY 11219 USA
ASSISTANT SECRETARY	RICHARD EVANS	90 CONZ STREET NORTHAMPTON, MA 01060 USA
DIRECTOR	MERVYN YAN	1560 69TH ST. BROOKLYN, NY 11219 USA

d. The fiscal year end (i.e., tax year) of the corporation:

June

e. A brief description of the type of business in which the corporation intends to engage:

APPLYING FOR LICENSE WITH THE CCC.

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 3 COLUMBUS CIRCLE, SUITE 2115
City or Town: NEW YORK State: NY Zip: 10019 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 90 CONZ STREET

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

which is

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

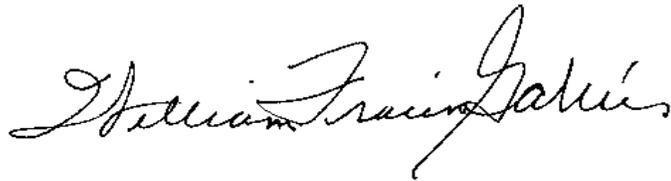
Signed this 18 Day of July, 2019 at 2:28:08 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

RICHARD M. EVANS

THE COMMONWEALTH OF MASSACHUSETTS

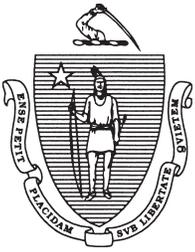
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

July 18, 2019 02:27 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: January 27, 2020

To Whom It May Concern :

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

COLUMBIA GROWTH, INC.

is a domestic corporation organized on **July 18, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 20010528810

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

Processed by:

COLUMBIA GROWTH, INC.

Bylaws

ARTICLE I
OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2020, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and

may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular

call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI
COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII
NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII
OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special

rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books

as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation 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 or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection

therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

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**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Mervyn Yan, an authorized representative of Columbia Growth Inc., certify Columbia Growth, Inc. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

Signature of Agent Mervyn Yan

Date 5/1/20

Name: Mervyn Yan

Title: CEO

Entity: Columbia Growth Inc.

COLUMBIA GROWTH - CULTIVATION

BUSINESS PLAN



Columbia Growth, Inc. was founded by Mervyn Yan in 2019. The company is focused on providing safe, high-quality cannabis products to consumers in Massachusetts. Columbia Growth's mission is to cultivate and produce premium cannabis products for the Massachusetts adult-use market in a safe and efficient manner. Columbia Growth will stimulate the local economy by creating jobs and economic growth opportunities.

Opportunity Analysis

Nationwide Industry and Growth Potential

Legal cannabis is the fastest-growing industry in the United States, with a compound annual growth rate of roughly 30 percent – far outpacing the second fastest-growing industry, computer systems design. With legal sales topping \$6 billion in 2017, the cannabis retail market now outperforms annual sales of frozen pizza, and ice cream. The market is primed for continued expansion; cannabis sales could top \$22 billion by 2023. As many experts have noted, the legal cannabis industry represents a once-in-a-generation business opportunity.

Massachusetts Industry and Growth Potential

When legal cannabis sales began in the fall of 2018, Massachusetts became the first state east of the Mississippi to launch an adult-use cannabis market, positioning it to become the East Coast center of the U.S. cannabis market. The total sales 2019 were over \$420 million with over \$500 million since sales began in November, 2018. The state's adult-use market has been projected at 1.2 million regular in-state consumers, and that figure does not include the millions of tourists who visit the state each year. A recent state-wide study of marijuana use among Massachusetts residents conducted by the Massachusetts Department of Health found that about 21 percent of adults have used marijuana in the past 30 days and that the proportion of marijuana use was highest among younger demographics.

The financial potential of the state's cannabis industry will escalate as Maine and Vermont also launch adult-use cannabis markets and states such as Connecticut and Rhode Island potentially follow suit, turning the Northeast into a destination for cannabis-related tourism and investment dollars, with Massachusetts at its center. Thanks to these factors, New Frontier Data, a leading cannabis industry analytics company, predicts annual Massachusetts legal cannabis sales could reach \$1.4 billion by 2025.

COLUMBIA GROWTH - CULTIVATION



Schweitzer Mauduit Paper Mill - Lee, MA

Location & Community Impact

Columbia Growth (“CGI”) intends to operate a marijuana cultivation facility in Lee, Massachusetts. The facility is located at 157 Columbia Street, which is a portion of the former Schweitzer Mauduit paper mill. The proposed use will be an improvement over the historical use as a paper mill and a vast improvement over the current conditions of the property. Currently, the facility is abandoned, generates no state tax revenue, contributes nothing positive to the community and is an attractive nuisance in the neighborhood.

Columbia Growth, Inc. will be an appealing addition to the community and will maintain excellent relationships within the Town of Lee. The Columbia Growth, Inc. location will not draw unneeded attention to its facility and there will be no outdoor signage that will contain any information that identifies, advertises, or lists the activities within the facility. In addition, Columbia Growth, Inc. will conduct its operations in a manner that is ecologically sustainable from an energy consumption and waste generation standpoint and will adopt and adhere to efficient methods, policies and procedures.

Our host community, Lee will yield a vibrant workforce and economic benefits. Columbia Growth will be a committed business leader in the community and support diversity and impact the Lee community at large. The cannabis community in Berkshire Country is building a strong foundation and Columbia Growth looks forward to participating actively in the region.

The project will infuse \$10-15 million into the local economy and will create up to 100 high paying jobs. It will include a job training center and will partner with organizations that promote the inclusion of veterans, disproportionately impacted individuals and disabled individuals.

Columbia Growth Inc.’s decision to locate in the Industrial District in Lee is to create a location for manufacturing and other cannabis related activities that will:

- Promote job creation and employment opportunities along with positive growth in the Town’s tax base
- Promote economic development
- Encourage re-use of existing buildings
- Assist in the preservation of open space, town character and its environment.

COLUMBIA GROWTH - CULTIVATION

Management Team

Columbia Growth's management team is well suited for launching and running a cannabis cultivation operation.

Columbia Growth will be led by Mervyn Yan as Chief Executive Officer and Heng Wang as Chief Financial Officer. Mervyn Yan has been Managing Partner at Coldharbour Capital LLC since 2011. He received his Bachelor's degree in Business Administration from the University at Albany, SUNY and his MBA in Finance from Cass Business School of the City University of London.

Columbia Growth will recruit only the most highly qualified people to operate various job positions in the company. Columbia Growth recognizes that recruiting strong talent is fundamental to the building of a successful business. We are versed in the rules and regulations governing the cannabis industry and we will train and leverage our employee's expertise to build our brand to be trusted and well accepted.

Facility Description

Columbia Growth, Inc. will construct a single-access facilities campus with enhanced security and diversion prevention systems and a state-of-the-art odor mitigation system. The main operational facility will consist of a cultivation facility and a product manufacturing facility and marijuana concentrate extraction lab with ancillary corporate offices. Columbia Growth has secured a 5 year lease with the right to extend for an additional five years. The facility plans to operate 7 days a week.

The existing building is a single-story warehouse-style building approximately 54,000 square feet. The renovation of the building will:

- Construct a cultivation facility containing approximately 100,000 square feet of canopy
- Construct a marijuana product manufacturer facility

Operational Details

There will be approximately 40 persons per shift for the cultivation building. There will be three 8-hour shifts and the employees will rotate through the day. The processing buildings will have 30 employees working on shift. The lab will have 15 employees working one shift. In accordance with Town of Lee parking bylaws, 100 individual parking spaces have been designated which more than covers the requirement of 300 square feet for every 2 employees present on the largest work shift.

Initial Budget Profile

Columbia Growth's initial budget profile consists of the following:

- Cultivation Facility located at the Columbia Mill, 157 Columbia Street, Lee, Massachusetts. The existing building at the Columbia Mill, building number one, is a single-story warehouse-style building approximately 54,000 square feet. The renovation of the building is to construct a cultivation facility with few offices containing approximately 100,000 square feet of canopy.

COLUMBIA GROWTH - CULTIVATION

- Marijuana Infused Product Kitchen located at the Columbia Mill, 157 Columbia Street, Lee, Massachusetts. The existing building at the Columbia Mill, building number two, is a single-story warehouse-style building approximately 10,000 square feet. The renovation of the building is to construct a marijuana infused products, MIP, kitchen to manufacture customer facing products.
- Extraction Laboratory located at the Columbia Mill, 157 Columbia Street, Lee, Massachusetts. The existing building at the Columbia Mill, building number three, is a single-story warehouse-style building approximately 6,000 square feet. The renovation of the building is to construct a marijuana concentrate extraction lab with ancillary corporate offices.

The budgets consist of three main parts; construction expense, equipment expense, and operating expense. The goal is to end up with a high level budget for both construction and operational expenses. The project budget plays a vital role in creating a relative set of financial forecast models. We can work together to make sure the project gets kicked off with the right funding expectations.

1. Construction Expense – Construction pricing is based on the completed AndersonPorter Design Test Fit. Pricing comes from industry averages and independent contractor cost per square foot.
2. Equipment Expense – Equipment necessary for each space within the locations has been estimated based on operational square footage. Estimates contain elements of equipment, safety, employee ergonomics, workflow, and additional startup costs for seed-to-sale tracking, staffing, and plant material. Pricing comes from industry averages for similar buildings.
3. Operating Expense – A high level budget for the first three years of operations permits the proper allocation of resources and sets reasonable working expectations. Budgets come from industry averages for similar buildings of the same size and estimated production volumes. The year one expenses are prorated.

Revenue Projection

The high level revenue projection for the cultivation facility, extraction lab, and MIP kitchen are based on the cultivation facility estimated output. The projection accounts for total pounds manufactured per year multiplied by the current market price of the product. To ensure projections are conservative, OMC accounts for a 15% decline in market price annually for the first three years.

Columbia Growth, Inc.

Initial Budget Profiles

Summary:

Total Construction Expense – **\$26,757,089** including Cultivation \$22,807,168, MIP Kitchen \$1,314,457, Extraction Lab \$1,436,168

Total Equipment Expense – **\$14,640,498** including Cultivation \$11,708,778, MIP Kitchen \$192,021, Extraction Lab \$1,285,081

Total Operating Expense –

Three Year Cultivation	\$26,078,216,	\$38,549,034,	\$37,343,950
Three Year MIP Kitchen	\$ 3,246,052,	\$ 5,030,911,	\$ 4,776,565
Three Year Extraction Lab	\$ 2,232,971,	\$ 3,548,246,	\$ 3,459,410

The table below indicates the estimated revenue after occupancy. Year 1 is prorated at 50% capacity for revenue because of startup. Year 2 is full capacity for both revenue and expenses. Year 3 is full capacity for revenue with a 2% expense discount for production efficiencies. Cultivation Revenue is derived from pounds of produced flower only. MIP and Extraction Revenue is derived from pounds of produced trim only. MIP and Extraction have a 50% share of the total trim weight each.

Estimated Revenues	YEAR 1		YEAR 2		YEAR 3	
Cultivation Revenue Forecast	\$58,090,890		\$108,301,713		\$100,171,576	
MIP Revenue Forecast	\$10,107,077		\$18,843,122		\$17,428,581	
Extraction Revenue Forecast	\$4,379,733		\$8,165,353		\$7,552,385	



Columbia Growth, Inc.

Initial Budget Profiles

Columbia Growth, Inc.

Cultivation Operating Budget

Flower Production Forecast (LBS)	12824	80%	28127	80%	30606	80%
Trim Production Forecast (LBS)	2565	20%	5625	20%	6121	20%
	YEAR 1	Budget	YEAR 2	Budget	YEAR 3	Budget
Cultivation Revenue Forecast	\$58,090,890		\$108,301,713		\$100,171,576	
Cultivation Operations	\$6,415,534	24.60%	\$8,419,659	21.84%	\$8,274,487	22.16%
Labor Operations	\$2,615,541	10.03%	\$3,035,095	7.87%	\$3,217,201	8.62%
Operations Management	\$1,712,008	6.56%	\$1,775,782	4.61%	\$1,882,329	5.04%
Payroll Taxes & Benefits	\$2,163,775	8.30%	\$2,405,439	6.24%	\$2,549,765	6.83%
Facility Utilities	\$3,093,980	11.86%	\$4,125,306	10.70%	\$4,042,800	10.83%
Facility Operating Costs	\$5,430,699	20.82%	\$10,124,720	26.26%	\$9,364,664	25.08%
Sales & Marketing	\$647,647	2.48%	\$1,207,440	3.13%	\$1,116,799	2.99%
General Business & Administration	\$3,999,031	15.33%	\$7,455,591	19.34%	\$6,895,905	18.47%
Total Operations Budget	\$26,078,216	100.00%	\$38,549,034	100.00%	\$37,343,950	100.00%

Revenue Assumptions: 80% of Flower going to retail sales, 20% of Flower going to Wholesale sales.

- 1.) Year 1; 31 grams/ft² of flower canopy priced at \$4,530.00/lb Retail, \$3,397.50/lb Wholesale
- 2.) Year 2; 34 grams/ft² of flower canopy priced at \$3,850.50/lb Retail, \$2,887.88/lb Wholesale
- 3.) Year 3; 37 grams/ft² of flower canopy priced at \$3,272.93/lb Retail, \$2,454.69/lb Wholesale

COLUMBIA GROWTH - CULTIVATION

PLAN FOR OBTAINING LIABILITY INSURANCE

Columbia Growth, Inc. will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) Columbia Growth, Inc. shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if Columbia Growth, Inc. is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) Columbia Growth, Inc. will place in escrow a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If Columbia Growth, Inc. is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) Columbia Growth, Inc. will properly document such inability through written records that will be retained in accordance with the Company's Record Retention Policy. If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

Columbia Growth, Inc. will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

COLUMBIA GROWTH - CULTIVATION

QUALITY CONTROL AND TESTING FOR CONTAMINANTS

Testing of Marijuana

Columbia Growth will not sell or otherwise market for adult-use any marijuana product, including marijuana, that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Columbia Growth will engage an Independent Testing Laboratory to test its marijuana products in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH and to test its environmental media (e.g., soils, solid growing media, and water) in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

Columbia Growth will test for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

Columbia Growth will notify the Commission within seventy-two (72) hours of receipt in writing of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from Columbia Growth will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Columbia Growth will ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

Columbia Growth will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with Columbia Growth's Transportation Policy and 935 CMR 500.105(13).

All excess marijuana will be disposed of in compliance with Columbia Growth's Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Handling of Marijuana

Columbia Growth will handle and process in a safe and sanitary manner.

Columbia Growth will process the leaves and flowers of the female marijuana plant only, which will be:

COLUMBIA GROWTH - CULTIVATION

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.

Columbia Growth will comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging will comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - i. maintaining adequate personal cleanliness; and
 - ii. washing hands thoroughly in an adequate hand-washing area before starting work; and at any other time when hands may have become soiled or contaminated.
3. Columbia Growth will supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities will be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Columbia Growth will supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Columbia Growth will ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;

COLUMBIA GROWTH - CULTIVATION

11. Columbia Growth's water supply will be sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
12. Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing will properly convey sewage and liquid disposable waste from the Marijuana Establishment. There will be no cross-connections between the potable and waste-water lines;
13. Columbia Growth will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms; and
15. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Columbia Growth will comply with sanitary requirements. All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

COLUMBIA GROWTH - CULTIVATION

EMPLOYEE QUALIFICATIONS AND TRAINING

Columbia Growth will ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum will include a Responsible Vendor Program under 935 CMR 500.105(2)(b). It will be a policy of Columbia Growth that all marijuana agents and staff will receive and participate in a minimum of eight (8) hours of on-going training annually.

Columbia Growth Training Policies will be as follows:

1. On or after July 1, 2019, all current owners, managers and employees of Columbia Growth that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
2. Once Columbia Growth is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use will successfully complete a responsible vendor program within 90 days of hire.
3. It will be a policy of Columbia Growth that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
5. Columbia Growth will maintain records of responsible vendor training program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Columbia Growth will ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training will include:
 - a. Marijuana’s physical effects based on type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training will include:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Medical registration cards issued by the CNB;
 - d. Provisions for confiscating fraudulent identifications; and
 - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which will include:

COLUMBIA GROWTH - CULTIVATION

- a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions and court sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

COLUMBIA GROWTH - CULTIVATION

MAINTAINING OF FINANCIAL RECORDS

Columbia Growth will keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records will be available for inspection by the Commission, upon request and will include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which will include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Furthermore, Columbia Growth will implement the following policies for Recording Sales:

- (a) Columbia Growth will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Columbia Growth may also utilize a sales recording module approved by the DOR.
- (c) Columbia Growth will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Columbia Growth will 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. Columbia Growth will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Columbia Growth 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:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Columbia Growth will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Columbia Growth will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Columbia Growth will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

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Following closure of the Marijuana Establishment, Columbia Growth will keep all records for at least two years at Columbia Growth's expense and in a form and location acceptable to the Commission.

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RECORD KEEPING PROCEDURES

Columbia Growth will keep accurate records in compliance with 935 CMR 500.105(9). Columbia Growth will use an advanced seed to sale tracking system meeting Commission requirements and containing multiple traceability systems. Columbia Growth will maintain and make available for inspection to the Commission all records required in any section of 935 CMR 500.000, in addition to the following:

- Written Operating Procedures as required by 935 CMR 500.105(1);
- Inventory Records as required by 935 CMR 500.105(8);
- Seed-to-Sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- The following personnel records;
 - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with job descriptions;
 - Personnel record for each Columbia Growth agent to include:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation and verification of all references;
 - Job description to include duties, authority, responsibilities, qualifications, and supervision;
 - Training documentation;
 - Periodic performance reviews;
 - Record of any disciplinary action taken; and
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A Staffing Plan with accessible business hours;
 - Personnel Policies and Procedures;
 - All Background Checks;
- Business Records, which include, but not limited by, the following:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records;
 - Salary and wages paid to each employee, stipends, and/or executive compensation;
- Waste Disposal records as required under 935 CMR 500.105(12).

All personnel, business, and inventory records will be maintained in a safe and secure location and be maintained according to all Commission and local requirements.

Following closure of the Establishment, Columbia Growth shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

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PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Columbia Growth will implement personnel policies and procedures to ensure a safe, secure, and respectful work environment free from all forms of harassment, discrimination or hostility. All employees will have a background check prior to hiring.

Columbia Growth will institute a policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which will be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which will be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving the distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Columbia Growth will apply for registration for all of its board members, directors, employees, executives, managers, and volunteers. All such individuals will:

1. be 21 years of age or older;
2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

An application for registration of a marijuana establishment agent will include:

1. the full name, date of birth, and address of the individual;
2. all aliases used previously or currently in use by the individual, including maiden name, if any;
3. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. an attestation that the individual will not engage in the diversion of marijuana products;
5. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. background information, including, as applicable:

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- a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;
7. a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 8. any other information required by the Commission.

An executive of Columbia Growth registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Columbia Growth will notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with Columbia Growth. The subject agent's registration will be immediately void when the agent is no longer associated with Columbia Growth.

Columbia Growth will require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.

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After obtaining a registration card for a marijuana establishment agent, Columbia Growth will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

Columbia Growth's agents will carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.

Should any of Columbia Growth's agents be affiliated with multiple Marijuana Establishments Columbia Growth will ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and will be issued a registration card for each establishment.

Columbia Growth will also maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records will be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and will include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. 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;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Columbia Growth will implement written policies and procedures on the following, to include but not be limited to:

- Security measures

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- Employee security policies, including personal safety and crime prevention techniques
- Emergency response protocols, including disaster plan, fire and other emergencies
- Quality control
- Workplace hazards
- Inventory management
- Customer education
- Safe and secure handling of products
- Product tracking system and software
- Record keeping
- Policies and procedures for handling and securing cash
- Alcohol, smoke, and drug-free workplace policies
- Policies to prevent diversion of marijuana to those under 21
- Hours of operation, job descriptions, and staffing plan
- Opening and closing procedures
- Prohibited practices
- Energy conservation methods
- Acceptable advertising practices
- Waste management

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RESTRICTING ACCESS TO AGE 21 AND OLDER

Columbia Growth will require that all Marijuana Establishment Agents and visitors are 21 years of age or older. Columbia Growth will positively identify individuals seeking access to the premises of the Marijuana Establishment or those to whom marijuana or marijuana products are being transported to ensure that access is limited solely to individuals 21 years of age or older.

Upon entry into the premises, the Columbia Growth agent will immediately inspect an individual's proof of identification and determine that the individual is 21 years of age or older. An individual will not be admitted to the premises unless Columbia Growth has verified that the individual is 21 years of age or older by an individual's proof of identification.

The identification must contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver's license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

Our proposed location is not within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades (1) through twelve (12), as described in 935 CMR 500.110(3).

In compliance with 935 CMR 500.029 or 500.030, all employees and registered agents of Columbia Growth will be 21 years of age or older.

In compliance with 935 CMR 500.002, all visitors of the Columbia Growth facility will be 21 years of age or older.

NO MARKETING OR ADVERTISING TO UNDER 21

Columbia Growth will prohibit any of our marijuana establishment's advertising, marketing, and branding by any means (television, radio, internet, mobile applications, social media, other electronic communication, billboard or other outdoor advertising, or print publication) unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. None of our advertising, marketing, and branding that utilizes statements, designs, representations, pictures or illustrations will portray anyone younger than 21 years old, nor will any of our advertising, marketing, or branding include, but not limited to, mascots, cartoons, brand sponsorships and celebrity endorsements, which might be deemed to appeal to a person younger than 21 years old as per 935 CMR 500.105(4)(b)(2-4).

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DIVERSITY PLAN

Columbia Growth, Inc. is committed to promoting equity among minorities, women, veterans, people with disabilities and people LGBTQ+ individuals. The following is an outline of our goals for our Diversity Plan, the programs we will implement to achieve those goals and specific metrics that will be implemented to assess the progress and success of the programs.

Columbia Growth's management team will determine the number of roles to be filled during the Phase 1 hiring process. All roles, titles, compensation packages and reporting structures will be outlined during this planning phase. Once all roles are outlined, the hiring team will determine what percentage of open roles are to be filled by candidates meeting our diversity requirements.

Columbia Growth subscribes to hiring and human resource practices that ensure diversity and opportunity in recruitment, hiring, training, promotion, and lateral movement. Columbia Growth will design and implement a clear Diversity and Inclusion Plan along with practical training modules. This will be done in partnership with a recognized minority- and/or woman-owned firm that is experienced in diversity and inclusion strategic planning so as to ensure adherence to our Plan. Columbia Growth will develop comprehensive Diversity Plan training before permit issuance and will immediately following permit issuance, begin implementing the plan and training all new hires within 90 days of permit issuance.

Goal 1: Hiring of at least 5 Diverse Candidates

Columbia Growth plans to hire at least five (5) diverse candidates. Diverse candidates are individuals from the following demographics: minorities; women; veterans; people with disabilities; and/or LGBTQ+ individuals. Columbia Growth will focus on minorities. Columbia Growth's management team will meet quarterly to discuss Columbia Growth's diversity status, inclusion plans, overall recruitment efforts, and pursued and missed diversity opportunities. Columbia Growth will hire personnel for several positions, upon the issuance of a provisional license, and will immediately begin leveraging community contacts and partnerships to recruit from the most professional and diverse candidate pool possible.

Achievement of this goal can be facilitated by advertising open positions within Columbia Growth in diverse publications and tailoring these advertisements to individuals falling into the categories of - minorities, women, veterans, people with disabilities and LGBTQ+ individuals. Some examples of these publications are: *Professional Diversity Network, Diversity Jobs, Beyond.com, Black Jobs, IMB Diversity, Hispanic Today, Hispanic Professional Latino Association, Vet Jobs, Recruit Military, Women for Hire, Military.com, Campus Pride, Out and Equal, Recruit Disability Jobs, and Ability Links*. Columbia Growth will post job advertisements once a quarter.

Goal 2: On-Site Diversity Training for Employees of Columbia Growth once every quarter

Columbia Growth is committed to developing and fostering a safe working environment for all groups, including those marginalized by other industries or aspects of society. Columbia Growth recognizes that the foundation for a diverse workforce is education. To that end, Columbia Growth will conduct on-site annual diversity training once every quarter. This training will

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reinforce Columbia Growth's expectations and help prevent harassment or discrimination as well as encourage employees to recommend employment opportunities to others in the specified demographics.

The Human Resources Director will develop and conduct all diversity trainings and meetings, offering mediation between employees involved in a related issue or concern, investigating all claims pertaining to an employee not complying with the diversity plan, maintaining an internal audit and reporting system that will track the effectiveness of this plan, and evaluating the plan bi-annually to ensure that it is current, effective and followed by all employees.

Columbia Growth will develop an inclusive work environment and high-performing, diverse teams. The management team will meet monthly to review and discuss employee performance, team morale, and attrition. By remaining sensitive to employee morale, examining attrition rates and performance metrics, Columbia Growth will be able to quantify performance and ensure that diversity on each team is maintained. By evenly distributing opportunities for success and growth across team members and by supporting employees through comprehensive training, Columbia Growth is confident that teams will remain diverse while performing at a high level. Columbia Growth is committed to creating an environment in which individuals treat each other with equality, dignity, and respect by implementing this goal through diversity initiatives, such as communicating its diversity role model behaviors, providing diversity training, and obtaining senior-level commitment to diversity.

Columbia Growth will develop and maintain clear written records measuring the company's progress towards reaching diversity goals. At each monthly and quarterly diversity-related meeting, written notes and records will be kept by the appropriate member of the management team. Each meeting, the previous meeting's notes and records will be reviewed and analyzed to quantify progress as the company develops. Columbia Growth will immediately implement written record keeping regarding all diversity-related goals and progress and analyze records, month over month, to evaluate progress. Columbia Growth will assign a competent, detail-oriented member of management to keep written records and schedule analysis meetings to document and evaluate progress. Progress toward diversity goals will be evaluated beginning in the company's second quarter of operations.

Columbia Growth will be able to demonstrate the success of its diversity programs and achievement of its goals by producing personnel records that reflect the hiring and retention and promotion of diverse individuals. A record of participation by employees in diversity programs and seminars will be maintained. In addition, a listing of partnerships Columbia Growth has engaged in will be posted on the company website and/or the communication method used to communicate with its employees and partners. Records of advertisements in publications and job posting notices will be maintained by the human resources department of Columbia Growth and can be produced to the Commission upon request.

Columbia Growth will show its progress towards its goals at least annually upon renewal of licensure.

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Columbia Growth will adhere to the requirements set forth in 935 CMR 500.105(4) which details the permitted and prohibited advertising, branding, marketing and sponsorship practices.

No action taken or program instituted by Columbia Growth will violate the Commission's regulations with respect to limitations on ownership or control of other applicable state laws.