



# Massachusetts Cannabis Control Commission

## Marijuana Delivery Operator

### General Information:

**License Number:** MD1281  
**Original Issued Date:** 01/20/2022  
**Issued Date:** 01/20/2022  
**Expiration Date:** 01/20/2023

## MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

**Marijuana Delivery Operator Pre-Certification  
Number:**

## ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

**Business Legal Name:** Community Growth Partners Delivery, Inc.

**Phone Number:** 646-408-1196

**Email Address:** marcus@communitygrowthpartners.com

**Business Address 1:** 20 Ladd Avenue

**Business Address 2:**

**Business City:** Northampton

**Business State:** MA

**Business Zip Code:** 01062

**Mailing Address 1:** 20 Ladd Avenue

**Mailing Address 2:**

**Mailing City:** Northampton

**Mailing State:** MA

**Mailing Zip Code:** 01062

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

**Certified Disadvantaged Business Enterprises (DBEs):** Not a  
DBE

## SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

**Social Equity or Economic Empowerment License Number:** EE202207

## ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 50.1

**Percentage Of Control:**

50.1

**Role:** Owner / Partner

**Other Role:**

**First Name:** Marcus

**Middle Name:**

**Last Name:**

**Suffix:**

Williams

**Gender:** Male

**User Defined Gender:**

**What is this person's race or ethnicity?:** Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian,

Somali)

**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 2**

**Percentage Of Ownership:** 32.52

**Percentage Of Control:**

32.52

**Role:** Owner / Partner

**Other Role:**

**First Name:** Charlotte

**Middle Name:** E

**Last Name:** Hanna

**Suffix:**

**Gender:** Female

**User Defined Gender:**

**What is this person's race or ethnicity?:** Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian), White (German, Irish, English, Italian, Polish, French)

**Specify Race or Ethnicity:**

**Person with Direct or Indirect Authority 3**

**Percentage Of Ownership:**

**Percentage Of Control:** 17.38

**Role:** Board Member

**Other Role:**

**First Name:** Ernest

**Middle Name:** Morris

**Last Name:** Hanna

**Suffix:**

**Gender:** Male

**User Defined Gender:**

**What is this person's race or ethnicity?:** Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

**Specify Race or Ethnicity:**

**ENTITIES HAVING DIRECT OR INDIRECT CONTROL**

**Entity with Direct or Indirect Authority 1**

**Percentage of Control:** 49.9

**Percentage of Ownership:** 49.9

**Entity Legal Name:** Community Growth Partners Holdings, Inc.

**Entity DBA:**

**DBA**

**City:**

**Entity Description:** Delaware Based C-Corp.

**Entity Website:** www.communitygrowthpartners.com

**Foreign Subsidiary Narrative:**

**Relationship Description:** Community Growth Partners Holdings, Inc. is the parent company to Community Growth Partners Delivery, Inc. As a parent company/minority equity holder, Community Growth Partners Holdings, Inc. exercises control over the licensee.

**CAPITAL RESOURCES - INDIVIDUALS**

No records found

**CAPITAL RESOURCES - ENTITIES**

**Entity Contributing Capital 1**

**Entity Legal Name:** Community Growth Partners Holdings, Inc.

**Entity DBA:**

**Email:**

**Phone:** 646-408-1196

charlotte@communitygrowthpartners.com

**Address 1:** 783 South Main Sreet

**Address 2:**

**City:** Great Barrington

**State:** MA

**Zip Code:** 01230

**Types of Capital:** Debt

**Other Type of Capital:**

**Total Value of Capital Provided:**

**Percentage of Initial**

\$500000

**Capital:** 100

**Capital Attestation:** Yes

**BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

### Individual 1

**First Name:** Marcus

**Last Name:** Williams

**Suffix:**

**Marijuana Establishment Name:** Community Growth Partners Great Barrington Operations, LLC

**Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Great Barrington

**Marijuana Establishment State:**  
MA

### Individual 2

**First Name:** Marcus

**Last Name:** Williams

**Suffix:**

**Marijuana Establishment Name:** Community Growth Partners Northampton Operations, LLC

**Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Northampton

**Marijuana Establishment State:**  
MA

### Individual 3

**First Name:** Marcus

**Last Name:** Williams

**Suffix:**

**Marijuana Establishment Name:** Community Growth Partners Northampton Operations, LLC

**Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Northampton

**Marijuana Establishment State:**  
MA

### Individual 4

**First Name:** Charlotte

**Last Name:** Hanna

**Suffix:**

**Marijuana Establishment Name:** Community Growth Partners Northampton Operations, LLC

**Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Northampton

**Marijuana Establishment State:**  
MA

### Individual 5

**First Name:** Charlotte

**Last Name:** Hanna

**Suffix:**

**Marijuana Establishment Name:** Community Growth Partners Northampton Operations, LLC

**Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Northampton

**Marijuana Establishment State:**  
MA

### Individual 6

**First Name:** Charlotte

**Last Name:** Hanna

**Suffix:**

**Marijuana Establishment Name:** Community Growth Partners Great Barrington Operations, LLC

**Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Great Barrington

**Marijuana Establishment State:**  
MA

### Individual 7

**First Name:** Ernest

**Last Name:** Hanna

**Suffix:**

**Marijuana Establishment Name:** Community Growth Partners Great Barrington Operations, LLC

**Business Type:** Marijuana Retailer

**Marijuana Establishment City:** GREAT BARRINGTON

**Marijuana Establishment State:**  
MA

### Individual 8

**First Name:** Ernest **Last Name:** Hanna **Suffix:**  
**Marijuana Establishment Name:** Community Growth Partners Northampton Operations, LLC **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Northampton **Marijuana Establishment State:** MA

**Individual 9**

**First Name:** Ernest **Last Name:** Hanna **Suffix:**  
**Marijuana Establishment Name:** Community Growth Partners Northampton Operations, LLC **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Northampton **Marijuana Establishment State:** MA

**MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS**

**Establishment Address 1:** 20 Ladd Avenue **Establishment Address 2:**  
**Establishment City:** Northampton **Establishment Zip Code:** 01062  
**Approximate square footage of the establishment:** 1500 **How many abutters does this property have?:** 31  
**Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?:** Yes

**HOST COMMUNITY INFORMATION**

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan To Remain Compliant - CGP Delivery-2.pdf	pdf	618e7afe86cf8531b41a6481	11/12/2021
Certification of Host Community Agreement	HCA Certification Form-2.pdf	pdf	6193d90d084df83201bfe00c	11/16/2021
Community Outreach Meeting Documentation	CGP-Outreach Attestation.pdf	pdf	6194318c44662a31f2895173	11/16/2021

**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
Donation Acceptance Letter	Acceptance of Donations_Volunteer Hours-3.pdf	pdf	61aa19788d7e1e4a6fd233d6	12/03/2021
Other	ROCA Letter.pdf	pdf	61aa19e5910f2b486f66830a	12/03/2021
Plan for Positive Impact	Positive Impact Plan - CGP Delivery-2.pdf	pdf	61aa1a6ea9375e4890944b8e	12/03/2021

**INDIVIDUAL BACKGROUND INFORMATION**

Individual Background Information 1

**Role:** Owner / Partner **Other Role:**  
**First Name:** Marcus **Last Name:** Williams **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 2

**Role:** Owner / Partner **Other Role:**  
**First Name:** Charlotte **Last Name:** Hanna **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 3

**Role:** Board Member **Other Role:**  
**First Name:** Ernest **Last Name:** Hanna **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

**Role:** Parent Company **Other Role:**  
**Entity Legal Name:** Community Growth Partners Holdings, Inc. **Entity DBA:** **Federal Tax Identification Number EIN/TIN:** 83-0578296  
**Entity Description:** Delaware Based C-Corp  
**Phone:** 646-408-1196 **Email:** charlotte@communitygrowthpartners.com  
**Primary Business Address 1:** 162 Argyle Road **Primary Business Address 2:**  
**Primary Business City:** Brooklyn **Primary Business State:** NY **Principal Business Zip Code:** 11218  
**Additional Information:**

### MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	CGPD - SoC COG.pdf	pdf	616988de92505868ec66c820	10/15/2021
Department of Unemployment Assistance - Certificate of Good standing	COGSUDCGPD.pdf	pdf	617c15f151c4da37cbfb4b33	10/29/2021
Department of Revenue - Certificate of Good standing	COGS.DR.CGPD.pdf	pdf	6193ce2b99d47637982bfa07	11/16/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	6166d6a953eb05681e9d15fc	10/13/2021
Bylaws	CGP Delivery Bylaws(10415726.1).pdf	pdf	619436af7c9a0537aea4ef78	11/16/2021

**Massachusetts Business Identification Number:** 001525789

**Doing-Business-As Name:** Community Growth Partners

**DBA Registration City:** Northampton

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Business Plan	Business Plan. CGP DELIVERY.docx.pdf	pdf	612807b4d64352077f3bea8c	08/26/2021
Plan for Liability Insurance	Plan for Liability Insurance.CGPDelivery.pdf	pdf	612809ec8aea4607aa2aaa03	08/26/2021
Proposed Timeline	Timeline to Operational- CGPD Delivery.pdf	pdf	618e7ff286cf8531b41a64a5	11/12/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Plan to Prevent Diversion.CGPDELIVERY.pdf	pdf	61280a12ac54100740711ae1	08/26/2021
Storage of marijuana	Storage Plan.CGPDELIVERY.pdf	pdf	61280a200f4d6c075e3d889d	08/26/2021
Quality control and testing procedures	Quality Control.CGPDELIVERY .pdf	pdf	61280a6b0b068e0732628a27	08/26/2021
Dispensing procedures	Dispensing Procedures.CGP DELIVERY.pdf	pdf	61280a92e014b807395c318a	08/26/2021
Energy Compliance Plan	Energy Compliance Plan.CGPDELIVERY.docx-2.pdf	pdf	61280adf0f4d6c075e3d88a9	08/26/2021
A plan to obtain marijuana and marijuana products	Plan for Obtaining Marijuana Products.CGPDELIVERY.pdf	pdf	61280af20b068e0732628a2f	08/26/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Plan.CGPDelivery.pdf	pdf	6140e8030f4d6c075e3def1e	09/14/2021
Transportation of marijuana	Transportation Plan.CGP Delivery-2.pdf	pdf	6140e87eac54100740718138	09/14/2021
A detailed plan for White Labeling	White Label Plan.CGPDELIVERY -3.pdf	pdf	6140e8c8ab673907643a1239	09/14/2021
Record-keeping procedures	Record Keeping Procedures.CGPDelivery-2.pdf	pdf	6140e92042744807726e93e2	09/14/2021
Inventory procedures	Inventory Plan.CGPDelivery-4.pdf	pdf	6140e9b1a82c5807742ab4db	09/14/2021
Qualifications and training	Qualifications&Training.CGPDelivery-2.pdf	pdf	6140eaa00f4d6c075e3def4b	09/14/2021
Personnel policies	Personnel Policies.CGPDelivery NEW 091321.pdf	pdf	6140eaeca82c5807742ab4fd	09/14/2021
Security plan	Security Plan.CGPDELIVERY-2.pdf	pdf	6140eb1f0b068e073262f094	09/14/2021
Maintenance of financial records	Maintaining of Financial Records.CGPDELIVERY-2.pdf	pdf	6140eb900f4d6c075e3def78	09/14/2021
Diversity plan	ROCA Letter.pdf	pdf	61aa1b628c977e48b1da7b92	12/03/2021
Diversity plan	Acceptance of Donations_Volunteer Hours-3.pdf	pdf	61aa1b64b73e084a6497b6cc	12/03/2021
Diversity plan	Diversity Plan - CGP Delivery.docx (2).pdf	pdf	61ae87db90ca3b46232dc785	12/06/2021

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

Monday From: 8:00 AM      Monday To: 9:00 PM  
 Tuesday From: 8:00 AM      Tuesday To: 9:00 PM  
 Wednesday From: 8:00 AM      Wednesday To: 9:00 PM  
 Thursday From: 8:00 AM      Thursday To: 9:00 PM  
 Friday From: 8:00 AM      Friday To: 9:00 PM  
 Saturday From: 8:00 AM      Saturday To: 9:00 PM  
 Sunday From: 8:00 AM      Sunday To: 9:00 PM

**ATTESTATIONS**

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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 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.:

**AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER**

Record 1

Owner First Name: Scott      Owner Last Name: Roehrick      Owner Suffix:  
 Provider Legal Name: Up & Yes , LLC      Provider DBA: Tymber  
 Provider Description:  
 Provider Phone: 415-939-0386      Provider Email: admin@tymber.io      Provider Website: tymber.io  
 Provider Address 1: 2223 Avenida de la Playa, #360      Provider Address 2:  
 Provider City: La Jolla      Provider State: CA      Provider Zip Code: 92037      Provider Country: USA  
 Provider Mailing Address 1: 2223 Avenida de la Playa, #360      Provider Mailing Address 2:  
 Provider Mailing City: La Jolla      Provider Mailing State: CA      Provider Mailing Zip Code: 92037      Provider Mailing Country: USA

**THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION**

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Rebelle + Tymber 2-3-2021 _ Agreement.pdf	pdf	618e7dd83982c731eb1c949c	11/12/2021
	TymberAgreement.pdf	pdf	618e7f5f2c8fa137b9c79fb6	11/12/2021

**Community Growth Partners Delivery, Inc.**  
**Delivery Operator License**  
**Plan to Remain Compliant**

Community Growth Partners Delivery, Inc. (CGPD) is pleased to share plans to remain compliant with all existing laws, local zoning and to continue to honor our responsibilities in regards to our Host Community Agreement. CGPD plans to submit provisional licensing materials for Delivery Operations by December 2021 and has begun to plan for the addition of a delivery facility. Community Growth Partners is eager to expand into the delivery space; CGP has had success with retail operations in Great Barrington and provisional cultivation license in Northampton.

Over the past year, we have built strong relationships with the fire department, police departments and building departments, and we have maintained open lines of communication to ensure all appropriate permits and licenses have been applied for and awarded during our cultivation facility construction. CGPD aims to mirror these relationships as we build the delivery facility in Northampton. We have worked closely with each municipal department to ensure accurate permitting when necessary, and we will continue to do so as we honor best management procedures and strive to lead by example. CGPD is thrilled to continue to work with the community of Northampton, our elected officials, and our police department, which has taken proactive steps to ensure the safety and integrity of our business. Remaining compliant with local zoning regulations is critical to the progress of CGPD's delivery plans and long term success.

Community Growth Partners works diligently to ensure all aspects of our business are compliant. Specifically, our plans for the coming year include:

- Contacting the building, health, fire and police departments in Q1 & Q3 2021 to ensure all permits and licensing are up-to-date, if applicable.
- Ensuring all local and state licenses are renewed before expiration, where applicable
- Committing the Annual Charitable/Non-Profit Contribution to our neighbors at NEF (as promised within our HCA) after the anniversary of our first operational year..
- Submitting financial statements to the Host Community at the end of their fiscal year



# Host Community Agreement Certification Form

## Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

## Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Community Growth Partners Delivery, Inc.

2. Name of applicant’s authorized representative:

Charlotte Hanna

3. Signature of applicant’s authorized representative:

*Charlotte Hanna*

C0360D59E88F418...

4. Name of municipality:

City of Northampton

5. Name of municipality’s contracting authority or authorized representative:

David J. Narkewicz, Mayor



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

mayor@northamptonma.gov

8. Host community agreement execution date:

11/15/21



# Community Outreach Meeting Attestation Form

## Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

## Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as “Attachment A.”

a. Date of publication:

b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as “Attachment B.”

a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant’s proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as “Attachment C.” Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Community Growth Partners Delivery, Inc.

Name of applicant's authorized representative:

Charlotte Hanna

Signature of applicant's authorized representative:

*Charlotte Hanna*



# TODAY IN HISTORY

## The Associated Press

**TODAY** is Monday, Oct. 25, the 298th day of 2021. There are 67 days left in the year.

**TODAY'S HIGHLIGHT IN HISTORY:**  
On Oct. 25, 1983, a U.S.-led force invaded Grenada at the order of President Ronald Reagan, who said the action was needed to protect U.S. citizens there.

**ON THIS DATE:**  
In 1760, Britain's King George III succeeded his late grandfather, George II.

In 1854, the "Charge of the Light Brigade" took place during the Crimean War as an English brigade of more than 600 men charged the Russian army, suffering heavy losses.

In 1859, radical abolitionist John Brown went on trial in Charles Town, Va., for his failed raid at Harpers Ferry. (Brown was convicted and hanged.)

In 1881, artist Pablo Picasso was born in Malaga, Spain.

In 1910, "America the Beautiful," with words by Katharine Lee Bates and music by Samuel A. Ward, was first published.

In 1962, during a meeting of the U.N. Security Council, U.S. Ambassador Adlai E. Stevenson II demanded that Soviet Ambassador Valerian Zorin confirm or deny the existence of Soviet-built missile bases in Cuba; Stevenson then presented photographic evidence of the bases to the Council.

In 1971, the U.N. General Assembly voted to admit mainland China and expel Taiwan.

In 1982, the situation comedy "Newhart," starring Bob Newhart as a Vermont innkeeper, premiered on CBS.

In 1994, Susan Smith of Union, South Carolina, claimed that a Black carjacker had driven off with her two young sons (Smith later confessed to drowning the children in John D. Long Lake, and was convicted of murder). Three defendants were convicted in South Africa of murdering American exchange student Amy Biehl. (In 1998, all three were granted amnesty by South Africa's Truth and

Reconciliation Commission.)

In 1999, golfer Payne Stewart and five others were killed when their Learjet flew uncontrolled for four hours before crashing in South Dakota; Stewart was 42.

In 2002, U.S. Sen. Paul Wellstone, D-Minn., was killed in a plane crash in northern Minnesota along with his wife, daughter and five others, a week and a half before the election.

In 2014, the World Health Organization said more than 10,000 people had been infected with Ebola and that nearly half of them had died as the outbreak continued to spread. Jack Bruce, 71, the bassist and lead vocalist of the 1960s power trio Cream, died in London.

**FIVE YEARS AGO:** A federal judge in San Francisco approved a nearly \$15 billion settlement, giving nearly a half-million Volkswagen owners and leaseholders the choice between selling their diesel engine cars back or having them repaired so they didn't cheat on emissions tests and spew excess pollution.

**TODAY'S BIRTHDAYS:** Actor Marion Ross is 93. Basketball Hall of Famer Bob Knight is 81. Author Anne Tyler is 80. Rock singer Jon Anderson (Yes) is 77. Political strategist James Carville is 77. Singer Taffy Nivert (Starland Vocal Band) is 77. Rock musician Glenn Tipton (Judas Priest) is 74. Actor Brian Kerwin is 72. Actor Mark L. Taylor is 71. Movie director Julian Schnabel is 70. Actress Nancy Cartwright (TV: "The Simpsons") is 64. Actor-comedian-TV host Samantha Bee is 52. Violinist Midori is 50. Pop singer Katy Perry is 37. Singer Ciara is 36.

3	9	5	1	4	7	8	6	2
1	7	8	2	9	6	5	4	3
4	6	2	8	3	5	9	7	1
2	1	6	4	7	9	3	5	8
8	4	3	5	6	1	7	2	9
7	5	9	3	2	8	6	1	4
9	3	1	6	5	4	2	8	7
5	8	7	9	1	2	4	3	6
6	2	4	7	8	3	1	9	5

# Prior complaint filed on AD who gave Baldwin gun

By **GILLIAN FLACCUS** and **SUSAN MONTOYA BRYAN**  
Associated Press

**ALBUQUERQUE, N.M.** — A crew member says she has raised safety concerns in the past about the assistant director who authorities say unwittingly handed actor Alec Baldwin the prop gun that killed a cinematographer on a film set.

Crew member Maggie Goll said in a statement that she

filed an internal complaint with the executive producers of Hulu's "Into the Dark" series in 2019 over concerns about assistant director Dave Halls' behavior on set. Goll said in an email Sunday that Halls disregarded safety protocols for weapons and pyrotechnics and tried to continue filming after a crew member had "slipped into a diabetic fugue state."

Halls has not returned phone calls and email mes-

sages seeking comment.

Baldwin fired a prop gun on the New Mexico set of the film "Rust" Thursday, killing 42-year-old Halyna Hutchins and wounding director Joel Souza, who was standing behind her.

The gun Baldwin used was one of three that a firearms specialist, or "armorer," had set on a cart outside the building where a scene was being rehearsed, according to court records. Halls grabbed a gun

off a cart and handed it to Baldwin, indicating that the weapon was safe by yelling "cold gun," court papers say. Instead, it was loaded with live rounds, according to the records.

Baldwin, 63, who is known for his roles in "30 Rock" and "The Hunt for Red October" and his impression of former President Donald Trump on "Saturday Night Live," has described the killing as a "tragic accident."

# LEGAL NOTICES

## Legals

Dear Neighbor,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Delivery Operator Establishment is scheduled for Tuesday, November 9, 2021 at 8:00 pm. This meeting will be held virtually and meeting details are listed below. The proposed Marijuana Delivery Operator license is anticipated to be located at 20 Ladd Avenue in Northampton, MA. There will be an opportunity for the public to ask questions.

Community Growth Partners Delivery, Inc (Community Growth Partners) will be accepting questions submitted in advance, which will be responded to during the meeting. Please submit your questions to Community Growth Partners at info@communitygrowthpartners.com.

Virtual Meeting Details:

Topic: Community Growth Partners Delivery, Inc Community Outreach Meeting  
Time: Nov 9, 2021 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
https://us02web.zoom.us/j/86829764962?pwd=Y095WnRlTXJlUjYyOXRwNVJMbTJPUT09

Meeting ID: 868 2976 4962  
Passcode: 987402

One tap mobile  
+19292056099,86829764962#,,\*987402# US (New York)  
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Dial by your location  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 669 900 8833 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)

Meeting ID: 868 2976 4962  
Passcode: 987402  
Find your local number: https://us02web.zoom.us/j/kc5mJNwfl

All meeting materials will be posted on www.communitygrowthpartners.com 24 hours prior to the virtual community outreach meeting. For any questions, please email info@communitygrowthpartners.com and someone from our team will contact you.  
Thank you,  
Community Growth Partners

Oct 25

238272

## Legals

### MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by John Tibbles and Danica Perry to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns, dated August 15, 2005 and recorded with the Hampshire County Registry of Deeds at Book 8393, Page 320, subsequently assigned to BAC Home Loans Servicing, LP by Mortgage Electronic Registration Systems, Inc. by assignment recorded in said Hampshire County Registry of Deeds at Book 10058, Page 26, subsequently assigned to Federal National Mortgage Association by Bank of America, N.A. FKA Countrywide Home Loans Servicing LP by assignment recorded in said Hampshire County Registry of Deeds at Book 10715, Page 196, subsequently assigned to U.S. Bank Trust, N.A., as Trustee for LSRMF MH Master Participation Trust II by Federal National Mortgage Association by assignment recorded in said Hampshire County Registry of Deeds at Book 13571, Page 341 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 1:00 PM on November 15, 2021 at 16 North Street, Hatfield, MA, all and singular the premises described in said Mortgage, to wit:

The land in Hatfield, Hampshire County, Massachusetts situated on the northerly side of North Street, bounded and described as follows: Commencing on said North Street at a point five (5) rods easterly from the southeasterly corner of land now or formerly of Paul and Lizzie Vachula; thence running easterly on said North Street five (5) rods to a corner; thence northerly on other land now or formerly of Charles S. Shattuck eight (8) rods to a corner; thence westerly on other land now or formerly of Charles S. Shattuck five (5) rods to a corner; thence southerly on other land now or formerly of Charles S. Shattuck eight (8) rods to the point of beginning on said North Street. For title see deed of Charles S. Shattuck to Thomas Karpinski and Stanislaw Karpinski dated December 11, 1916 and recorded in the Hampshire County Registry of Deeds in Book 727, Page 194.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

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

Other terms, if any, to be announced at the sale.  
U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee of LSRMF MH Master Participation Trust II

Present Holder of said Mortgage,  
By Its Attorneys,  
ORLANDS PC  
PO Box 540540  
Waltham, MA 02454  
Phone: (781) 790-7800  
19-000108

Oct 25, 2021  
Nov 1, 8, 2021

228735

## Legals

**INFORMAL PROBATE PUBLICATION NOTICE Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Division 15 Atwood Drive Northampton, MA 01060 (413) 585-8500 Docket No. HS21P0578EA**

Estate of: **Robert F Moos**  
Date of Death: February 23, 2019  
To all persons interested in the above captioned estate, by Petitioner **Patricia A Moos of Chicopee, MA** a Will has been admitted to informal probate. **Patricia A Moos of Chicopee, MA** has been informally appointed as the Personal Representative of the estate to serve Without surety on the bond.

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

Oct 25

237828

## Legals

### PUBLIC HEARING

#### COMMUNITY RESOURCES COMMITTEE OF THE AMHERST TOWN COUNCIL NOTICE OF PUBLIC HEARING

In accordance with M.G.L. Chapter 40A, the Community Resources Committee of the Town Council will hold public hearings on Tuesday, November 9, 2021 to consider the following proposed amendments to the Zoning Bylaw and to hear public comment on the proposed amendments. An original public hearing for Article 7 was held on July 21, 2021. Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted via remote means. Members of the public who wish to access the meeting may do so via Zoom or by telephone. A hyperlink to and phone number for the hearing will be posted on the Town's online calendar.

Please click this URL to join or to make public comment: https://amherstma.zoom.us/j/85318160295

Or join or make public comment by phone: Dial (301) 715-8592 or (312) 626-6799  
Enter webinar ID: 853 1816 0295

#### 2:00 PM Zoning Bylaw - Article 14 - Temporary Zoning Regulating Permitting for Certain Uses during the COVID-19 Emergency and its Aftermath

To see if the Town will vote to amend Article 14, Temporary Zoning Regulating Permitting for Certain Uses during the COVID-19 Emergency and its Aftermath, by extending the expiration date until December 31, 2022.

#### 2:15 PM Zoning Bylaw - Article 7, Parking and Access Regulation

To see if the Town will vote to amend Article 7, Parking and Access Regulations, by amending Section 7.000, to clarify the parking requirements for all dwellings including apartments, and to provide criteria for the Permit Granting Authority to determine if an alternative ratio should be provided.

Copies of the text of the proposed zoning amendment are available in the Planning Department, Town Hall, Amherst, MA.

Oct 25  
Nov 1

237782

## Legals

### City of Easthampton License Commission

The following application for a NEW LICENSE to GROOM is hereby advertised in accordance with Chapter 138, General Laws, Commonwealth of Massachusetts.

Application has been made for a new license at 126 J Northampton Street, Easthampton, MA 01027, for GROOM, Anthony Covalli, license manager.

By order of the License Commission, hearing to be held on Monday, November 8, at 4:00pm via zoom.

October 25

223801

## Legals

### City of Easthampton License Commission

The following application for a Change of Premises application to Hungry Heart, LLC d/b/a Daily Operation is hereby advertised in accordance with Chapter 138, General Laws, Commonwealth of Massachusetts.

Application has been made for a Change of Premises to 116 Pleasant Street Suite 340, Easthampton, MA 01027, for Hungry Heart, LLC d/b/a Daily Operation, Jessica Pollard, license manager.

By order of the License Commission, hearing to be held on Monday, November 8, at 4:00pm via zoom.

October 25

223802

## Legals

### LEGAL NOTICE TOWN OF GOSHEN CONSERVATION COMMISSION

Pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c 131, s 40, Chair Amo Charles of the Goshen Conservation Commission will hold a public meeting on a Notice of Intent filed by Robert Spencer for work related to the relocation of an existing cottage at 54 West Shore Drive, Parcel #5A-30. The public meeting will be held on November 2, 2021, at 6:30 PM, in the back room of the Town Office building located at 40 Main Street. The filing is available for public review by contacting the Conservation Agent at conservation@goshen-ma.us or 413-268-8236 x451.

Oct 25

237486

## Legals

### NORTHAMPTON PUBLIC HEARINGS

The City Council Committee on Legislative Matters will hold a public hearing on Monday, November 8, 2021 beginning at 5 p.m. on the following proposed changes to the Zoning Ordinance of the City of Northampton, Massachusetts. Instructions for accessing the hearing may be found on the November 8, 2021 Legislative Matters agenda to be posted on www.northamptonma.gov no later than 48 hours prior to the meeting:

- 5 p.m.**  
1) Modify §350-17 Farms Forests Rivers to be called Farms Forests and Recreation  
a. Specify that the zone covers areas of permanently protected lands within the City  
b. Modify and expand the types of activities allowed in the district  
2) Map change §350-3.4 to rezone the 117 publicly owned lands or permanently protected open space parcels to Farms Forests Recreation zone  
3) Amend §350-8.9 to establish standards for including Electric Vehicle charging stations and conduit in parking lots.

Oct 25  
Nov 1

236678

### LEGAL NOTICE DEADLINES

Monday's paper	Friday at 9am
Tuesday's paper	Friday at 4pm
Wednesday's paper	Monday at Noon
Thursday's paper	Tuesday at Noon
Friday's paper	Wednesday at Noon
Saturday's paper	Thursday at Noon

## Sudoku

Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusively.

6			5	7	3			8
3			6	2				5
8	5	9	1	3				4
1			6					4
	2		4		1			
5			3					9
	6		3	8	4	2		5
	5		9	2				3
2		8	5	7				1

10/25

DIFFICULTY RATING: ★☆☆☆☆

## WONDERWORD

By **DAVID OUELLET**

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

**MELAMINE** Solution: 12 letters

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

© 2021 Andrews McMeel Syndication www.wonderword.com

10/25

Adhesives, Admixture, Bisphenol, Boats, Bowl, Concrete, Cook, Cool, Countertops, Court, Cups, Décor, Durable, Edge, Enamel, Fiber, Foam, Gloss, Handle, Heat, Mold, Nitrogen, Nonstick, Organic, Paper, Plates, Pots, Real, Resins, Safe, Sheets, Shelving, Solid, Square, Strips, Substrate, Thermosetting, Toxic, Trimer, Urea, Utensil, Veneer, White, Wood

**Last Saturday's Answer: Dislodge**  
To purchase **WONDERWORD** books, visit [www.WonderWordBooks.com](http://www.WonderWordBooks.com), or call 1-800-642-6480.

**ATTACHMENT B**

Taylor Haas &lt;taylor@communitygrowthpartners.com&gt;

**Community Outreach Meeting Notice**

3 messages

**Taylor Haas** <taylor@communitygrowthpartners.com>

Wed, Oct 20, 2021 at 12:07 PM

To: Annie Lesko &lt;alesko@northamptonma.gov&gt;, James Thompson &lt;gis@northamptonma.gov&gt;, Carolyn Misch &lt;cmisch@northamptonma.gov&gt;, cclerk@northamptonma.gov, Ppowers@northamptonma.gov

Hello,

Community Growth Partners Delivery, Inc. (Community Growth Partners) plans to host a community outreach meeting for a potential marijuana establishment at 20 Ladd Avenue in Northampton. Please find the attached notice for the meeting on November 9, 2021.

Additionally, due to the pandemic, Community Growth Partners plans to host the Community Outreach Meeting online in lieu of an in person meeting. Can the City Clerk, Planning Board and Contracting Authority please approve a virtual meeting as well as confirm receipt of this notice?

Thank you,

Taylor Haas  
610.241.6538  
[taylor@communitygrowthpartners.com](mailto:taylor@communitygrowthpartners.com)

 **CGPD Community Outreach Notice.pdf**  
57K**Annie Lesko** <alesko@northamptonma.gov>

Thu, Oct 21, 2021 at 2:02 PM

To: Taylor Haas &lt;taylor@communitygrowthpartners.com&gt;

Cc: James Thompson &lt;gis@northamptonma.gov&gt;, Carolyn Misch &lt;cmisch@northamptonma.gov&gt;, cclerk@northamptonma.gov, Pamela Powers &lt;Ppowers@northamptonma.gov&gt;

The Mayor's Office confirms receipt of this notice and approves a virtual meeting.

Annie Lesko  
Administration, Licensing & Economic Development Coordinator  
*Pronouns: She/Her/Hers*

Mayor's Office  
[210 Main St., 2nd Floor](#)  
[Northampton, MA 01060](#)  
(413) 587-1249 (*main*)  
(413) 587-1212 (*direct*)  
(413) 587-1275 (*fax*)

[Quoted text hidden]

**Pamela Powers** <ppowers@northamptonma.gov>

Thu, Oct 21, 2021 at 2:24 PM

To: Taylor Haas &lt;taylor@communitygrowthpartners.com&gt;

Cc: Annie Lesko <alesko@northamptonma.gov>, James Thompson <gis@northamptonma.gov>, Carolyn Misch <cmisch@northamptonma.gov>

Taylor:

I have received this notice and I am confirming receipt.

Please note that the Northampton City Clerk has no authority to approve a virtual meeting held by a potential marijuana establishment as part of its Community Outreach requirement prescribed by state law and defined [HERE](#).

The Administrative Order recommends liaising with the community's ADA coordinator to ensure compliance with regards to the Americans with Disabilities Act (ADA). If you wish to do this, the contact information is below

**Keith Benoit**

ADA/Section 504 Coordinator  
Community Development Planner  
[Email Keith Benoit](#)

**Address**

City Hall  
[210 Main St., 2nd Floor](#)  
[Northampton, MA 01060](#)  
[Ph: 413-587-1288](#)

*Pamela Powers*  
*City Clerk*  
*City of Northampton*  
*(413) 587-1223*

On Wed, Oct 20, 2021 at 12:07 PM Taylor Haas <[taylor@communitygrowthpartners.com](mailto:taylor@communitygrowthpartners.com)> wrote:

[Quoted text hidden]

## ATTACHMENT B

Community Growth Partners Delivery, Inc (Community Growth Partners)  
20 Ladd Avenue  
Northampton, MA 01062  
info@communitygrowthpartners.com  
Communitygrowthpartners.com

Dear Neighbor,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Delivery Operator Establishment is scheduled for Tuesday, November 9, 2021 at 6:00 pm. This meeting will be held virtually and meeting details are listed below. The proposed Marijuana Delivery Operator license is anticipated to be located at 20 Ladd Avenue in Northampton, MA. There will be an opportunity for the public to ask questions.

Community Growth Partners Delivery, Inc (Community Growth Partners) will be accepting questions submitted in advance, which will be responded to during the meeting. Please submit your questions to Community Growth Partners at [info@communitygrowthpartners.com](mailto:info@communitygrowthpartners.com).

Virtual Meeting Details:

Topic: Community Growth Partners Delivery, Inc Community Outreach Meeting  
Time: Nov 9, 2021 06:00 PM Eastern Time (US and Canada)

### **Join Zoom Meeting**

<https://us02web.zoom.us/j/86829764962?pwd=Y095WnRITXJuQy8rOXRwNVJMbTJPUT09>

**Meeting ID: 868 2976 4962**

**Passcode: 987402**

One tap mobile

+19292056099,,86829764962#,,,,\*987402# US (New York)

+13017158592,,86829764962#,,,,\*987402# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

**Meeting ID: 868 2976 4962**

**Passcode: 987402**

Find your local number: <https://us02web.zoom.us/j/kc5mJNwfl>

All meeting materials will be posted on [www.communitygrowthpartners.com](http://www.communitygrowthpartners.com) 24 hours prior to the virtual community outreach meeting. For any questions, please email [info@communitygrowthpartners.com](mailto:info@communitygrowthpartners.com) and someone from our team will contact you.

Thank you,

Community Growth Partners

# ATTACHMENT C

Community Growth Partners Delivery, Inc (Community Growth Partners)  
20 Ladd Avenue  
Northampton, MA 01062  
info@communitygrowthpartners.com  
Communitygrowthpartners.com

Dear Neighbor,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Delivery Operator Establishment is scheduled for Tuesday, November 9, 2021 at 6:00 pm. This meeting will be held virtually and meeting details are listed below. The proposed Marijuana Delivery Operator license is anticipated to be located at 20 Ladd Avenue in Northampton, MA. There will be an opportunity for the public to ask questions.

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Time: Nov 9, 2021 06:00 PM Eastern Time (US and Canada)

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**Meeting ID: 868 2976 4962**

**Passcode: 987402**

One tap mobile

+19292056099,,86829764962#,,,,\*987402# US (New York)

+13017158592,,86829764962#,,,,\*987402# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

**Meeting ID: 868 2976 4962**

**Passcode: 987402**

Find your local number: <https://us02web.zoom.us/j/kc5mJNwfl>

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Thank you,

Community Growth Partners

Community Growth Partners Delivery, Inc.  
20 Ladd Avenue  
Northampton, MA 01062

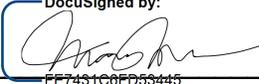
November 30, 2021

Dear Community Partner,

This letter is to confirm that your non-profit organization has established plans with our team and is willing to accept donations from Community Growth Partners Delivery, Inc.

Additionally, Community Growth Partners Delivery, Inc. has established plans with your non-profit organization to work with your organization through volunteer opportunities. This letter serves to confirm this volunteer partnership agreement.

Thank you,

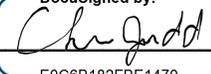
DocuSigned by:  
  
FE7431C6FD53445...

Community Growth Partners Delivery, Inc.

Name: Marcus Williams

Date: 11/29/2021

Roca Inc

DocuSigned by:  
  
E0C6B182FBE1470...

Name: Chris Judd

Date: 12/1/2021

DocuSigned by:  


# **Community Growth Partners Delivery, Inc.**

## **Delivery Operator License**

### **Positive Impact Plan**

#### **Introduction**

Community Growth Partners Delivery, Inc. (CGPD) is committed to being an actively engaged community partner and educator in Northampton and throughout the central and western Massachusetts' regions. We believe that it is our duty to provide consistent and reliable educational resources on the impact and uses of cannabis, to bring awareness to the social injustices widely present within the cannabis industry today, and to use portions of our income to assist families and individuals who have been disproportionately negatively impacted by the criminalization of cannabis through expungement programs and generational wealth building opportunities.

CGP is committed to being a transparent resource for any cannabis related concern, and we believe that by developing collaborative relationships with the local municipal, business, law enforcement, healthcare, and non-profit professionals in Northampton, we will be able to minimize negative perception towards the cannabis industry. Our goal is to be a partner in supporting the needs of the community, while also culminating a positive attitude towards the cannabis industry in our City and state.

While we recognize that Northampton is not a state-designated area of disproportionate impact, we plan to extend our positive impact planning to Springfield, Holyoke, Chicopee and other regions identified as disproportionately impacted. In addition to hiring plans that will aggressively target residents of those towns (as outlined in our Diversity Plan) we have created a layered community engagement platform centered around criminal justice reform and the economic empowerment of communities and individuals who have been most harmed as a result of the criminalization of cannabis.

#### **Positive Community Impact Goals**

Community Growth Partners Delivery, Inc. is a social impact cannabis brand dedicated to providing consistent access to a safe and reliable product that is ethically grown and sourced. We are delighted to work with a Cannabis Commission that is so clearly devoted to building social equity in this space as a response to the many injustices that have disproportionately targeted minorities in low socioeconomic areas. We believe this is an important responsibility of all cannabis entrepreneurs and enthusiasts and look forward to executing our Community Engagement Plan Massachusetts.

- *Goal 1:* Be an accelerator for generational wealth building opportunities in minority & disenfranchised populations
- *Goal 2:* Be a reliable source for cannabis education and awareness raising to support the diversity of the industry
- *Goal 3:* Develop an effective platform for criminal justice reform and support of areas of disproportionate impact

These goals represent our long term vision for relevant and effective community engagement across the state. We believe that in order to achieve these goals, we need a layered approach to reform the criminal injustices caused by cannabis criminalization, economically empower those populations most impacted by said criminalization, and to eliminate the negative stigma associated with cannabis and its use.

## **Positive Community Impact Programs**

CGP will employ a Director of Community Affairs, whose primary duties will include the execution of our statewide Community Engagement Plan.

### **1. Criminal Justice Reform Program**

CGP will commit 3% of our annual net profits to our criminal justice reform program, as outlined below. This program is committed to providing comprehensive assistance and real change in the lives of families and communities that have been disenfranchised as a result of cannabis criminalization.

*Expungement:* Year 1 will focus on the financial assistance of legal fees for individuals attempting to expunge cannabis criminal charges from their record. Criminal record expungement can cost anywhere from a few hundred to over several thousand in legal fees, depending on the number and severity of charges. Our goal is to cover the legal expungement fees, in entirety, of at least 10 individuals from areas of disproportionate impact who have otherwise been unable to seek this service, and to help those individuals identify the appropriate legal help if/when they cannot do so themselves.

CGPD plans to recruit individuals for our Criminal Justice Reform Program through established partners such as Roca; and plans to diversify recruitment pipelines for this program during Year 1. During CGPD's Year 1, CGPD's Director of Community Affairs will engage in recruitment programs through Roca, and utilize social media, newspaper advertisements, radio advertisements and local communications to locate individuals eligible for this program.

### **2. Compensation for Employee Driven Community Engagement**

Consistent with our corporate values, we look forward to nurturing a company culture that encourages employees to actively participate in community engagement efforts that they are passionate about.

*Dollar-for-Dollar Donation Match Program* – CGP will match the donations its employees make to charities in areas of disproportionate impact, up to \$500 per employee per year. Through this program, we hope to increase the available funding for local charities and demonstrate to our employees the value of commitment to community empowerment. These charities have been designated in advance by CGPD and are listed below. CGPD encourages employees to actively participate in organizations they are passionate about; CGPD has created a review process to confirm each non-profit organization serves our mission of community engagement. CGPD hopes to enhance its Community Engagement efforts during Year 1 of operations.

Current Non-profit Partners:

1. Roca

*Paid Service Hours* – CGP will pay employees \$15 (the company minimum wage) for each volunteer hour they record with local nonprofits in areas of disproportionate impact, up to 20 hours per year. This means that each CGP employee is eligible for a maximum of \$300 per year. First and foremost, we understand that the desire to volunteer is sometimes overridden by competing priorities and concerns about meeting one’s financial responsibilities. By compensating employees for the time they spend volunteering, we hope to take away some of that financial burden and allow our employees to work on causes they care about in the community. The specific volunteer locations can be chosen by CGP employees, and will be approved as long as they are located in areas of disproportionate impact as determined by the Commission.

Current Non-profit Partners:

1. Roca

### **3. Community Education and Outreach**

CGP recognizes that the introduction of adult-use cannabis will raise many questions and concerns within the community. To address these concerns, CGP will create consistent educational outlets on and off site.

*Cannabis 101*: CGP will offer monthly education seminars to provide an opportunity for local community members to learn and ask questions about cannabis and cannabis products. These free seminars will be open to the public and will be held at a location in the City of Northampton TBD, in collaboration with our community partners, such as Northampton Education Foundation, our community beneficial partners.

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

Our employee profit sharing program is a wealth building opportunity that gives our employees (many of which have been disproportionately impacted by the past drug laws) the opportunity to participate in the wealth generating opportunities of the new cannabis industry. As part of our total compensation package, we have designed a profit sharing program where employees with a minimum of 1 year employment and good performance feedback will be compensated with a year-end bonus. Our goal is to reward employees for hard work and create shared values and goals as an organization by giving back 10% of our annual profits. Employees can elect their bonuses paid on either a cash basis or through electing to receive shares in the company’s stock in lieu of cash. Through this program, we will educate our employees about the opportunities of wealth creation versus employment.

### **Community Impact Measurements**

The company will produce an annual community engagement report to outline the progress of our efforts. This will be made available on our website, and can be requested in printed format by any of our community partners. The Director of Community Affairs will be responsible for the

tracking management and reporting of all relative qualitative and quantitative data. The information will be released within 45 days of our annual report.

### **Criminal Justice Reform Program**

- We will measure how many individuals served through our criminal record expungement efforts
- We will measure our financial contribution through our criminal record expungement efforts
- Future reports will measure all additional engagement efforts, including number of individuals served, manner in which they were served, services provided, and the financial contribution of all efforts

### **Employee Volunteer Program**

- CGP will measure the number of hours employees are engaged in volunteer activities.
- CGP will measure how many dollars are going to not for profit organizations through our matching program

### **Community Education & Outreach**

- We will measure our outreach and education program by number of events organized and attendance by community members
- We will measure our capacity to create community partnerships
- We will measure our capacity to respond to community requests for specific education offerings
- We will measure the diversity of leaders/speakers and presenter as it relates to their race, disability status, sexual orientation, and veteran status

### **Employee Economic Empowerment**

- **Profit Sharing Program:** 100% of all full-time employees with minimum 1 year service will participate in the profit sharing program, to which 10% of store profits will be allocated annually. CGP will report a summary of the profit sharing program each year.
- **EE Brand Development:** CGP will annually report on the progress of our supported EE brands, including the equivalent financial contribution for business development activities, the value of shared marketing and manufacturing resources, and a sales report on the guaranteed 5% shelf space per brand across all delivery locations.

CGP acknowledges, is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

**D**

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization

FORM MUST BE TYPED

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

### ARTICLE I

The exact name of the corporation is:

Community Growth Partners Delivery, Inc.

### ARTICLE II

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

None.

### ARTICLE III

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

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

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

**ARTICLE IV**

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

None.

**ARTICLE V**

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

None.

**ARTICLE VI**

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

See Article VI in Exhibit A attached hereto, which Article VI is made a part hereof.

### ARTICLE VII

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

### ARTICLE VIII

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

- a. The street address of the initial registered office of the corporation in the commonwealth:  
155 Federal Street, Suite 700, Boston, Massachusetts 02110
- b. The name of its initial registered agent at its registered office:  
C T Corporation System
- 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):

President: Charlotte Hanna

Treasurer: Charlotte Hanna

Secretary: Charlotte Hanna

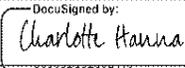
Director(s): Charlotte Hanna; Ernest Hanna; Marcus Williams

- d. The fiscal year end of the corporation:  
12/31
- e. A brief description of the type of business in which the corporation intends to engage:  
application for licensure of a cannabis delivery business pursuant to G.L. c. 94G and 935 CMR 500 *et seq.*
- f. The street address of the principal office of the corporation:  
20 Ladd Avenue, Northampton, MA 01060
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

783 Main Street, Great Barrington, MA 01230 \_\_\_\_\_, which is  
(number, street, city or town, state, zip code)

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

Signed this 11th \_\_\_\_\_ day of August \_\_\_\_\_, 2021 by the incorporator(s):

Signature:  \_\_\_\_\_  
CO360D58E88F418

Name: Charlotte E. Hanna \_\_\_\_\_

Address: 162 Argyle Road, Brooklyn, NY 11218 \_\_\_\_\_

## EXHIBIT A

### COMMUNITY GROWTH PARTNERS DELIVERY, INC.

#### ARTICLES OF ORGANIZATION

##### ARTICLE VI

6.1 The board of directors of this corporation (the "Board") may make, amend, or repeal the bylaws of this corporation (as such may be amended, the "Bylaws") in whole or in part, except with respect to any provision thereof that, by virtue of an express provision in Chapter 156D of the Massachusetts General Laws, as the same exists or may hereafter be amended, or any successor thereto ("Chapter 156D"), the articles of organization of this corporation, as the same exists or may hereafter be amended (these "Articles of Organization"), or the Bylaws, requires action by the shareholders of this corporation.

6.2 The number of authorized shares of any class or series of capital stock of this corporation, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto shall be set forth in these Articles of Organization or any amendment thereto approved by the Board. All or a specified number of directors of this corporation (each, a "Director") may be elected by the holders of one or more authorized classes or series of shares of capital stock of this corporation, as set forth in an amendment to these Articles of Organization. At any time after the initial issuance of shares of any class or series of capital stock of this corporation, the Board may reclassify any unissued shares of such class or series into one or more existing or new classes or series of capital stock of this corporation. Shares of any class or series of capital stock of this corporation may be issued as a share dividend in respect of shares of another such class or series.

6.3 Action required or permitted by Chapter 156D to be taken at a meeting of the shareholders of this corporation may be taken without a meeting if the action is taken by shareholders having not fewer than the minimum number of votes necessary to take such action at a meeting at which all shareholders entitled to vote on such action are present and voting.

6.4 If any provision of Chapter 156D would otherwise require the affirmative vote of more than a majority of the shares in any voting group of shareholders of this corporation for favorable action to be taken on a matter, favorable action may nevertheless be taken by vote of a majority of all the shares in such voting group entitled to vote on the matter.

6.5 To the maximum extent permitted by Chapter 156D, no Director shall be personally liable to this corporation for monetary damages for breach of fiduciary duty as a director of this corporation, notwithstanding any provision of law imposing such liability. No amendment to or repeal of the provisions of this paragraph shall apply to or have any effect on the liability or alleged liability of any Director for or with respect to any act or failure to act of such Director occurring prior to such amendment or repeal. If Chapter 156D is subsequently amended to further eliminate or limit the personal liability of directors or to authorize corporate action to further eliminate or limit such liability, then the liability of the Directors shall, without any further action of the Board or the stockholders of this corporation, be eliminated or limited to the fullest extent permitted by Chapter 156D.

6.6 To the fullest extent permitted by applicable law, this corporation is authorized to provide indemnification of, and advancement of expenses to, (i) Directors, (ii) officers and agents of this corporation, and (iii) any other persons to whom or which Chapter 156D permits this corporation to provide indemnification.

6.7 The number of Directors that constitutes the entire Board shall initially be three (3), and thereafter shall be fixed in, or specified in accordance with, the Bylaws. This corporation may have as few as one or two Directors, notwithstanding the number of shareholders of this corporation.

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

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

6.10 This corporation may enter into contracts or transact business with one or more of the Directors or its officers or stockholders, or with any corporation, organization or other concern in which one or more of the Directors, or its officers or stockholders, are directors, officers or stockholders or are otherwise interested and may enter into other contracts or transactions in which one or more of the Directors, or its officers or stockholders, are in any way interested. In the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such one or more of the Directors, or the officers or stockholders of this corporation, have or may have any interest that is or might be adverse to the interest of this corporation even though the vote or action of the Directors, or the officers or stockholders of this corporation, having such adverse interest may have been necessary to obligate this corporation upon such contract or transaction.

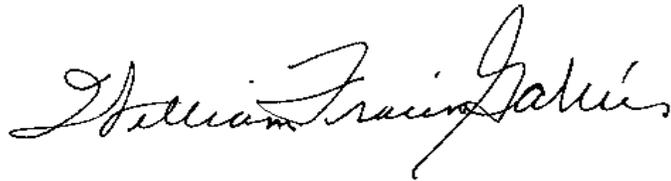
At any meeting of the Board (or of any duly authorized committee thereof) at which any such contract or transaction shall be authorized or ratified, any Director having such adverse interest may vote or act thereat with like force and effect as if such Director had no such interest, provided in such case that the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed or shall have been known to the Directors. A general notice that a Director or officer is interested in any corporation, organization or other concern of any kind referred to above shall be a sufficient disclosure as to the interest of such Director or officer with respect to all contracts and transactions with such corporation, organization or other concern. No Director shall be disqualified from holding office as a Director or as an officer of this corporation by reason of any such adverse interest, unless the Board shall determine that such adverse interest is detrimental to this corporation. In the absence of fraud, no Director, and no officer or stockholder of this corporation, having such adverse interest shall be liable on account of such adverse interest to this corporation or to any stockholder or creditor thereof or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such Director, officer or stockholder be accountable on such ground for any gains or profits realized thereon.

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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:

August 12, 2021 01:46 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*

**Bylaws**  
**of**  
**Community Growth Partners Delivery, Inc.**

*Adopted on August 12, 2021*

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BYLAWS  
OF  
COMMUNITY GROWTH PARTNERS DELIVERY, INC.

ARTICLE I

ARTICLES OF ORGANIZATION

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

ARTICLE II

SHAREHOLDERS

1. Annual Meeting.

Unless the date and time are determined by the board of directors as set forth below, the annual meeting of shareholders shall be held at 10:00 a.m. (Boston time) on the 2<sup>nd</sup> Wednesday of May in each year unless such date is a legal holiday or the board of directors has determined a different date and time for the annual meeting. If such date is a legal holiday, then the annual meeting shall be held at the same hour on the next succeeding business day not a legal holiday. If the board of directors determines the date and time for the annual meeting, the annual meeting shall be held on such date, at such time. The purposes for which an annual meeting is to be held include the election of directors and transacting such other business as may properly be brought before such meeting.

2. Special Meetings.

A special meeting of shareholders, including a special meeting held in lieu of the annual meeting, may be called at any time by the president or by the directors. Upon written application of one or more shareholders who hold in the aggregate at least ten percent (10%) of all votes, which written application or applications shall be signed and dated by such shareholders and shall state the purpose for which the meeting is to be held, a special meeting shall be called by the secretary, or in case of the death, absence, incapacity or refusal of the secretary, by any other officer. Each call of a meeting shall state the place, date, hour and purposes of the meeting.

3. Place of Meetings.

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

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

4. Record Date for Purpose of Meetings.

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

5. Notice of Meetings.

Written notice of the place, day and hour of all meetings of shareholders shall be given by the secretary, the assistant secretary or an officer designated by the directors, at least seven (7) days but no more than sixty (60) days before the meeting, to each shareholder entitled to vote thereat and to each shareholder who, by the Act, under the articles of organization or under the bylaws, is entitled to such notice. Notice of an adjourned meeting shall be given only if a new record date is fixed, in which case notice shall be given to all shareholders as of the new record date. The notice of a meeting shall state the purposes of the meeting. At a special meeting of shareholders, only business within the purpose or purposes described in the meeting notice may be conducted. Notice may be given by leaving such notice with the shareholder or at his residence or usual place of business, by mailing it, postage prepaid, and addressed to such shareholder at his address as it appears in the books of the corporation, by facsimile telecommunication directed to a number furnished by the shareholder for the purpose, by electronic mail to the electronic mail

address of the shareholder as it appears in the books of the corporation, or by any other electronic transmission (defined as any process of communication that does not directly involve the physical transfer of paper and that is suitable for the retention, retrieval and reproduction of information by the recipient). The corporation shall be entitled to rely on the address of a shareholder last notified to the corporation. In case of the death, absence, incapacity or refusal of the secretary, the assistant secretary or the officer designated by the directors, such notice may be given by any other officer or by a person designated either by the secretary or by the person or persons calling the meeting or by the board of directors. Whenever notice of a meeting is required to be given to a shareholder under any provision of the Act or of the articles of organization or these bylaws, no such notice need be given to a shareholder, if (a) a written waiver of notice, executed before or after the meeting by such shareholder or his attorney, thereunto authorized, is filed with the records of the meeting, or (b) such shareholder attends such meeting without protesting, prior to or at the meeting's commencement, the holding of the meeting or transacting business at the meeting.

6. Shareholders List for Meeting.

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

7. Quorum.

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

8. Voting and Proxies.

Unless otherwise provided by the articles of organization, each shareholder shall have one vote for each share held by him of record on the record date and entitled to vote on the question or questions to be considered at any meeting of the shareholders according to the records of the

corporation. Shareholders may vote either in person or by proxy appointed by written appointment form signed by the shareholder or his attorney in fact. An appointment form shall be valid for the period stated therein, or, if no period is stated, for a period of eleven (11) months from the date the shareholder signed the form, or the date of its receipt by the secretary or his agent, if undated. Appointment forms shall be filed with the secretary or other officer or agent authorized to tabulate votes before being voted. Except as otherwise limited therein, appointment forms appointing proxies for a particular meeting shall entitle the persons named therein to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. An appointment form with respect to shares held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the appointment the corporation receives a specific written notice to the contrary from any one of them. An appointment form purporting to be executed by or on behalf of a shareholder shall be deemed valid unless challenged at or prior to its exercise.

9. Action at Meeting.

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

10. Action without Meeting.

Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by all shareholders entitled to vote on the action, or if the articles of organization so provide, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting, as evidenced by written consents of such shareholders that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the corporation for inclusion with the records of meetings within sixty (60) days of the date of the earliest dated consent delivered to the corporation. The corporation must, at least seven (7) days before it takes any action in reliance on consent obtained in accordance with this provision, give written notice of its intended action to shareholders not entitled to vote on the action in any case where the Act would require such notice if the action were to be taken by voting shareholders at a meeting, and, if the action will be taken with less than unanimous consent, to all shareholders entitled to vote who did not consent to the action. Such notice shall be accompanied by the same material that the Act or these bylaws would require to be sent to such shareholders with a notice of meeting. The corporation may, for convenience, specify

an effective date for such consents, provided that the corporation shall not take action in reliance upon such consents except in compliance with the articles of organization and these bylaws.

11. Electronic Action.

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

ARTICLE III

DIRECTORS

1. Powers.

All corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, a board of directors, subject to any limitation set forth in the articles of organization or in a shareholders' agreement. In particular, and without limiting the generality of the foregoing, the directors may from time to time issue all or any part of the unissued shares of the corporation authorized under the articles of organization, determine the number of authorized shares in any class or series, the distinguishing designation thereof, and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the articles of organization approved by the shareholders. The directors may determine the consideration for which shares are to be issued and the manner of allocating such consideration between capital and surplus, and, before the corporation issues shares, shall determine that the consideration received or to be received is adequate. In the event of a vacancy in the board of directors, the remaining directors may exercise the powers of the full board until the vacancy is filled.

2. Election and Enlargement of Board.

The board of directors shall consist of at least one director. The first board shall consist of three directors. Thereafter, the board of directors shall consist of a number of directors not less than one and not more than five, and within such range, the number of directors shall be fixed from time to time by vote of a majority of the directors then in office or by the shareholders. The number of directors may be decreased or increased beyond such range only by vote of the shareholders. No director need be a shareholder.

3. Vacancies.

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

by a voting group of shareholders, only the shareholders of that voting group or directors elected by that voting group are entitled to fill the vacancy.

4. Tenure.

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

5. Committees.

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

6. Meetings.

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

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

7. Notice of Special Meetings.

Notice of the date, time and place of all special meetings of the directors shall be given to each director by the secretary, or assistant secretary, or by the officer or one of the directors calling the meeting. Notice shall be given to each director in person, by telephone, voice mail, facsimile

telecommunication, telegram or other electronic means sent to his usual or last known business or home address or phone number or by electronic mail to the electronic mail address of the director as last notified to the corporation at least twenty-four (24) hours in advance of the meeting or by mailing it to either such business or home address at least forty-eight (48) hours in advance of the meeting. Notice need not be given to any director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting, prior to or at the meeting's commencement, the lack of notice to him. A notice or waiver of notice of a directors' meeting need not specify the purposes of the meeting.

8. Quorum.

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

9. Action at Meeting.

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

10. Action by Consent.

Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all directors then in office consent to the action in a writing signed by each director, or by electronic transmission delivered to the corporation to the address specified by the corporation for the purpose or, if no address is specified, to the principal office of the corporation addressed to the secretary or other officer or agent having custody of the records of proceedings of directors, provided that such written consents and/or electronic transmissions shall be included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent is effective when the last director signs or delivers consent, unless the consent specifies a different effective date. Consents given in accordance with this provision shall be treated as a vote of the directors for all purposes.

ARTICLE IV

OFFICERS

1. Enumeration.

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

2. Appointment.

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

3. Vacancies.

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

4. Qualification.

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

5. Tenure.

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

6. Chairman and Vice Chairman of the Board.

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

7. President and Vice President.

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

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

8. Treasurer and Assistant Treasurers.

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

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

9. Secretary and Assistant Secretary.

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

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

10. Other Powers and Duties.

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

ARTICLE V

RESIGNATIONS AND REMOVALS

1. Resignation.

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

2. Removal of Director.

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

3. Removal of Officer.

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

4. No Right to Compensation.

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

## ARTICLE VI

### SHARES

1. Amount Authorized.

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

2. Share Certificates; Statements for Uncertificated Shares.

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

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

3. Transfers.

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

4. Record Date for Purposes Other Than Meetings.

The directors may fix in advance a time not more than seventy (70) days preceding the date for the payment of any dividend or the making of any distribution to shareholders or the last day on which the consent or dissent of shareholders may be effectively expressed for any purpose, as the record date for determining the shareholders having the right to receive such dividend or distribution or the right to express such consent or dissent. In such case only shareholders of record on such date shall have such right, notwithstanding any transfer of shares on the books of the corporation after the record date. If no record date is fixed, the record date for determining shareholders shall be at the close of business on the day on which the board of directors acts with respect thereto.

5. Replacement of Certificates.

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

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

1. Fiscal Year.

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

2. Seal.

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

3. Registered Agent and Registered Office.

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

4. Execution of Instruments.

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

5. Voting of Securities.

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

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

The corporation shall keep in Massachusetts at the principal office of the corporation, or at an office of its transfer agent, secretary, assistant secretary or registered agent, a copy of the following records: (a) its articles of organization and bylaws then in effect; (b) resolutions adopted by the directors creating classes or series of shares and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding; (c) the minutes of all shareholders’ meetings, and records of all action taken by shareholders without a meeting, for the

past three years; (d) all written communications to shareholders generally during the past three years, including annual financial statements issued pursuant to the Act; (e) a list of the names and business addresses of its current directors and officers; and (f) its most recent annual report delivered to the Massachusetts Secretary of the Commonwealth. Said copies and records may be kept in written form or in another form capable of conversion into written form within a reasonable time. A shareholder is entitled to inspect and copy such records, during regular business hours at the office at which they are maintained, on written notice given at least five business days before the date he wishes to inspect and copy.

7. Indemnification.

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

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

(a) if there are two (2) or more disinterested directors, by the board of directors by a majority vote of all the disinterested directors, a majority of whom for such purpose shall constitute a quorum, or by a majority of the members of a committee of two (2) or more disinterested directors appointed by vote; or

(b) by special legal counsel selected either (i) in the manner prescribed in clause (a) above, or (ii) if there are fewer than two (2) disinterested directors, by the board of directors, in which case directors who do not qualify as disinterested directors may participate in the selection; or

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

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

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

8. Advance of Expenses.

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

9. Amendments to Bylaws.

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

10. Director Conflict of Interest.

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

A conflict of interest transaction is not voidable by the corporation solely because of the director’s interest in the transaction if: (a) the material facts of the transaction and the director’s interest were disclosed or known to the board or a committee of the board, and the board or committee authorized, approved or ratified the transaction by the vote of a majority of the directors on the board or committee who have no direct or indirect interest in the transaction, but a

transaction may not be authorized, approved, or ratified by a single director; (b) the material facts of the transaction and the director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction by the vote of a majority of the shares entitled to vote or (c) the transaction was fair to the corporation. In the case of clause (b) above, shares owned by or voted under the control of any Interested Director or Related Party shall not be entitled to vote.

**Community Growth Partners Delivery, Inc.**

Delivery Operator Application



COMMUNITY GROWTH PARTNERS

Business Plan

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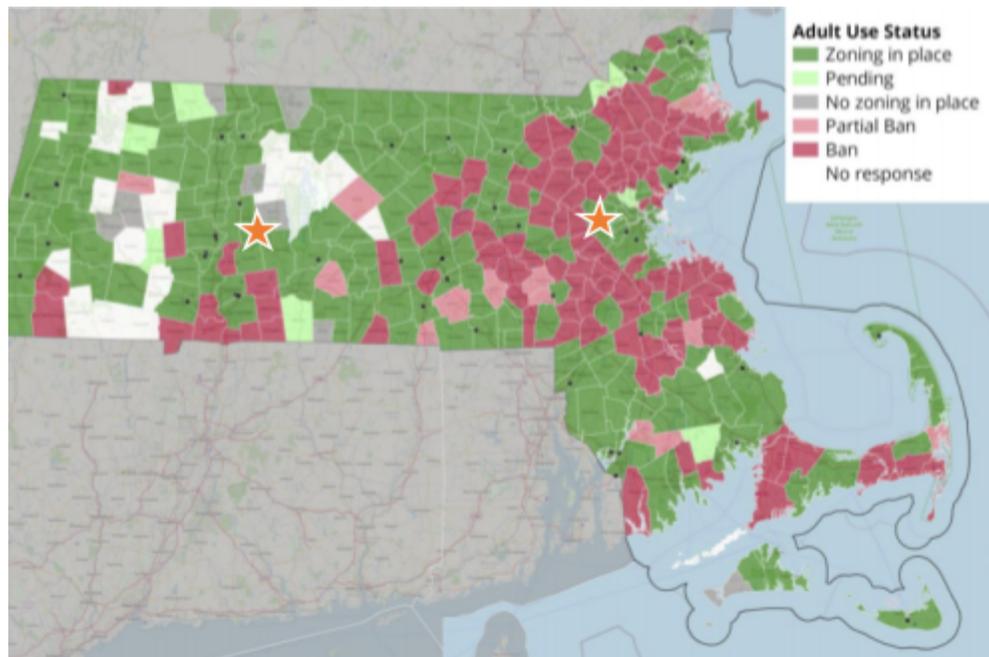
## **1. EXECUTIVE SUMMARY**

Community Growth Partners Delivery, Inc. (CGPD) will establish a direct-to-consumer wholesale delivery service consisting of wholesale-procured product, internally sourced flower and MIPS, and brand relevant accessories and products. This new channel of operations will allow us a geographic reach that does not exist in the current MA market; providing a direct line to inject brands and products into vastly underserved areas across the state.

## **2. COMPANY OPERATIONAL OVERVIEW**

### **2.1 Facilities and Structure**

CGPD expects to pursue 2 licenses to operate warehouses in the western and eastern Massachusetts markets, beginning with our first Delivery Operator license in Northampton. The western license will be attached to our existing Northampton cultivation facility at 20 Ladd, fully utilizing the ancillary space of the renovated mill building. The Eastern warehouse location is “to be determined”, but an approximate target area can be seen below using a map of MA municipal zoning ordinances.



## 2.2 Operations and Logistics

### Regulatory Limitations

Before discussing operations and logistics, it makes sense to review significant regulatory restrictions unique to the MA market. Some examples that could affect our assumptions:

- Vehicles may not carry more than \$10,000 worth of orders at once.
- All products must match pre-manifested orders prior to being loaded onto a vehicle. This means no “food truck” model, where orders are filled in-transit.
  - This will limit the range and number of deliveries each vehicle can make as they will always need to return to the facility to re-up on orders.
- A limit of 2 delivery warehouses coupled with a pre-manifested order requirement means we must choose our initial service areas carefully as same-day delivery will not be possible to efficiently execute for the entire state out of just 2 hubs.

### Assumptions and Logistical Estimates

(Market assumptions alluded to in this section will be expanded upon in section 3 “Market Opportunity”)

We will estimate logistical needs across 2 sales scenarios for year 1: \$8MM and \$16MM total volume.

- These 2 estimates are derived from a “base case” assuming 5% and 10% market share respectively after 1 year of delivery operations in both the Greater Boston Area and The Greater Springfield area
- Boston and Springfield were chosen as the best targets for same-day delivery based on our market analysis as well as the regulatory constraints listed above.

For same-day delivery, we expect at high-volume that one driver/car can do 4 deliveries per hour within a 30-mile range of a warehouse/delivery hub. We also assume a 10-hour day per car considering downtime, breaks, and shift changes for drivers. This equates to 40 daily deliveries per car. A few things become immediately apparent given these assumptions.

1. Assuming 365 operating days per year and \$150 average order size:
  - We will be making about 147 deliveries per day in an \$8MM yearly sales scenario.
  - We will be making about 293 deliveries per day in a \$16MM yearly sales scenario.
2. We will assume we need 1 back up car for every 5 cars in our fleet. This means we can expect the following fleet sizes:
  - 4 cars + 1 backup = 5 car fleet for \$8MM yearly sales
  - 8 cars + 1 backup = 9 care fleet for \$16MM yearly sales

Note that a lower average basket will increase this number. At \$100 rather than \$150 we will need:

- 7 total cars for 220 deliveries (6+1)
- 13 total cars for 440 deliveries (11+2)

3. Lastly we will likely need 3 – 6 dispatchers to fill orders across both of these scenarios as a dispatcher can usually manage 50-75 orders per day.

### 2.3 Same-Day VS Next-Day

As was mentioned in the above paragraphs, it is unlikely we can efficiently execute same-day delivery outside of the 30-mile radius of our warehouses. This can be stretched to between 45 and 60 miles, but as distance increases efficiency (4 deliveries per hour) will exponentially decrease. There are 2 prevailing options CGPD has when considering how to service areas beyond the efficient radius of our warehouses.

1. We can implement a regional scheduling system. This would allow us to offer same-day delivery where it makes economic sense, and fallback on scheduled/next-day delivery for more remote areas. Tymber – our current UI ecommerce platform – is working on implementing this functionality. It should be noted that across both traditional market and CA cannabis examples, delivery numbers and customer retention suffer dramatically when same-day delivery is not offered. We would want to stay away from this option in areas that have competing services if possible. That said, next-day delivery is far cheaper than same-day and may make sense for low-volume areas.
2. Beyond the same-day services we will be able to provide the Greater Boston and Springfield areas we also have the option of operating at an accepted deficit to gain market share in Areas like Worcester which may end up just beyond our 30-mile radius. We will need to determine what losses are acceptable, and what markets make sense to compete for in this fashion. This will rely heavily on the cost of running additional vehicles which may need to be dedicated to long-distance orders. This becomes less of an issue as volume increases and we can more readily guarantee cars will be busy in a given location.
  - a. As an example - for a location like Worcester which is likely to be around 55 miles from our Boston hub we may only be able to guarantee 1-2 orders per hour. If we believe Greater Worcester is a \$1.5MM/\$3MM yearly opportunity at 5%/10% market share respectively, then we will need to fill a demand of 28 or 55 deliveries per day to meet demand. As each car will only be able to execute 1-2 orders per hour we will need between 2 – 4 additional cars for a \$1.5MM scenario and 4 – 6 additional cars for scenario a \$3MM scenario. This is not including additional backup cars.
  - b. The cost of running additional cars, and the necessity of offering same-day delivery to a given location will be key in determining the viability of this option.

### 2.4 Costs of Delivery Options

*CGPD owns/leases and manages our fleet – this is the most likely scenario we expect to pursue*

- Insurance for a 20-driver fleet estimated at \$14,000 per year
- Gas - \$900 per car per month, \$54,000 – \$97,200 per year
- OnFleet – \$0.18 per delivery, \$9,650 – \$19,250 per year
- 36.75 – 73.25 average driver hours per day, at \$15 per hour = \$201,206 – \$401,043 per year
- 3 – 6 dispatchers at \$15 per hour, 10 working hours per day = \$164,250 – \$328,500 per year
- \$12,000 additional yearly for Technology stack (tymber etc)
- 2 owned cars as backups (may allow us to qualify for fleet insurance), \$30,000
- \$350 per month for 5 – 9 long-term leased cars, \$21,000 – \$37,800 per year

Total = \$506,106 – \$939,793 yearly

Note – A benefit to managing our own fleet may be cross training employees to reduce payroll overhead. We will need to look further into the impact this could have.

*CGPD outsources end to end management of logistics and fleet*

- Will still need to carry insurance for a 20-driver fleet estimated at \$14,000 per year
- Will still need to pay payroll for drivers (not dispatchers), \$201,206 – \$401,043 per year
- Monthly service fee \$7,500, \$90,000 yearly
- \$1,500 per month per vehicle, \$90,000 - \$162,000 yearly
- Vehicle use option \$18,000 per year per vehicle, \$90,000 – \$162,000 yearly
- \$12,000 additional yearly for Technology stack (tymber etc)

Total = \$497,206 – \$841,043 yearly

*CGPD hires a company to manage all aspects of delivery vertical (turn-key)*

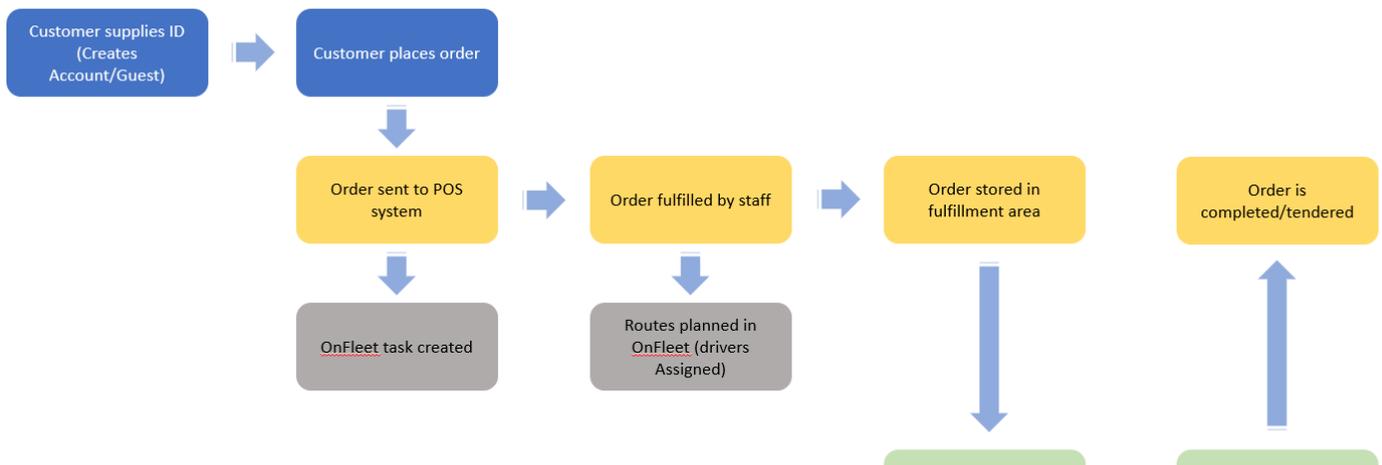
- Will still need to carry insurance for a 20-driver fleet estimated at \$14,000 per year
- Will still need to pay payroll for drivers (not dispatchers), \$201,206 – \$401,043 per year
- 40% gross sales, \$3.2MM – \$6.4MM

Total = \$3.4MM – \$6.8MM

**Initial Fixed Costs for Warehouses**

We are assuming an initial fixed costs of \$150,000 per warehouse assuming the location is not in need of significant remediation. This is based on delivery-build out data from several CA benchmarks and costs of building other facilities in Massachusetts already. This cost will be adjusted as we obtain actual build estimates. We expect an average build size of 3,000-5,000 SQFT of warehouse space necessary for each location.

**2.5 Delivery Process Flow Diagram**



### **3. MARKET OPPORTUNITY**

#### **3.1 Top-Down Analysis Overview**

CGPD's initial approach to a market assessment was via a Top-Down model using CA and MA data. While this plan will focus on a bottom-up analysis, an overview of the Top-Down model is given below for context:

- For a simple/conservative top-down model we used sales figures coming out of CA delivery companies that estimated 40% market share for wholesale delivery licensees operating under a similar structure to what is being contemplated in MA. Based on this we conservatively assumed 20% market share for MA delivery as a whole. We wanted to take a more conservative position here in consideration of both Covid's inflation of delivery and MA's immaturity compared to CA.
- MA is estimated to generate around \$1.2B – \$1.3B in total recreational cannabis sales in 2022. Based on this we suggest \$240MM as a total addressable market across all delivery in MA for YE 2022 (again staying on the low end of all estimates)
- Due to the limitations on the delivery license class, we believe it is unlikely that there will be more than 5-10 major players able to get substantially operational under a wholesale license by 2022. However, we also know there are multiple applicants that have qualified for the delivery courier license type.
- We assumed a scenario where 30 applicants are able to come online under both delivery license types and evenly split the \$240MM addressable market in 2022. That leaves CGPD with \$8MM of potential sales for the year.
- We believe the \$8MM number also makes sense in context of average sales per recreational license for 2020 which were around \$12.5MM.
- This assumes a scenario where each license is operational by beginning of Q1 2022. While this may not be the case, it shows the potential for new operators in the MA delivery market.

#### **3.2 G2M Strategy and Bottom-Up Analysis Overview**

##### **Goal:**

Identify and analyze the most attractive markets to serve across MA. This will primarily include:

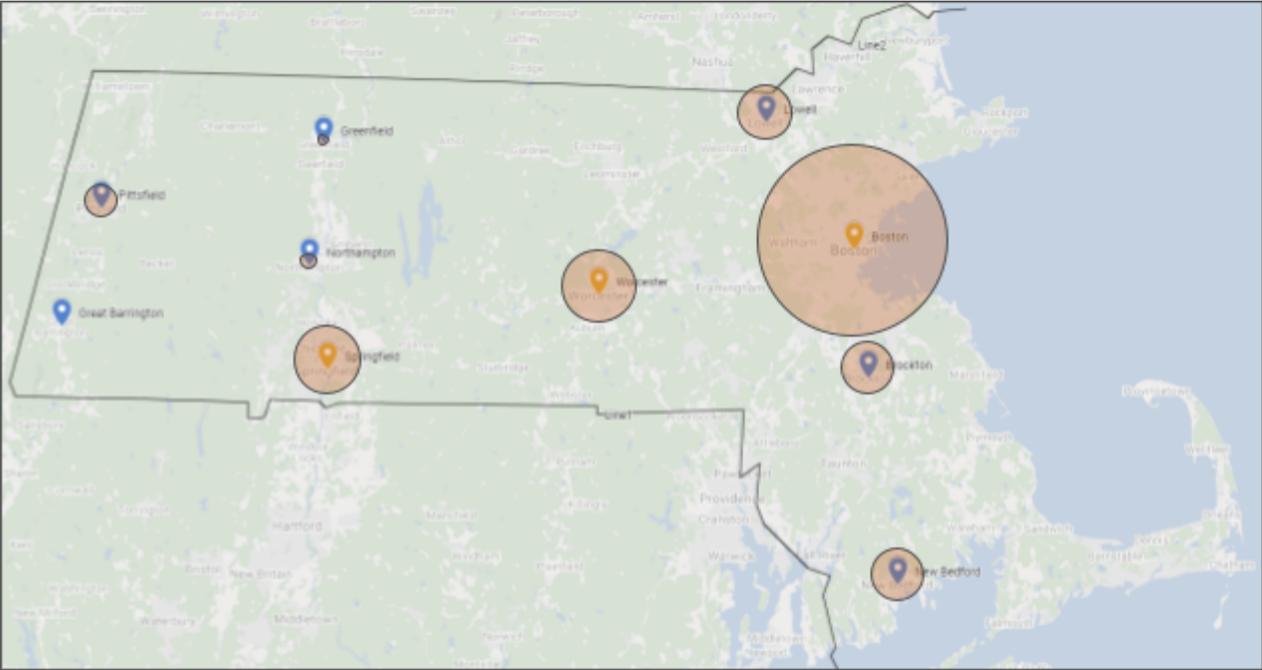
1. Identifying towns/cities to prioritize in accordance with the limitations facing wholesale delivery services as of the regulations promulgated by the CCC.
2. A bottom-up market-size analysis on both a state and local level
3. A recommendation of the most viable target locations based on the data gathered

#### **Demographics and Population of MA Cities**

To establish a baseline for data collection we can start by breaking down demographic and location data for a sample of 9 towns/cities across the state, sorted by population size but with preference given to geographic spread in recognition of our limitation of 2 warehouse hubs.

With the exception of Springfield, most of MA’s population centers are east or centrally located. To prevent this analysis from being flooded by eastern locations and small geographic clusters around major cities, we will only be considering locations that are the largest population centers in a 15-mile radius. For example, Cambridge is number 4 in MA city population size at 119,703 but is eclipsed by Boston and therefore not included. This also applies to Springfield which is surrounded by several mid-sized towns such as Holyoke (40K), Westfield (41K), and Agawam (28K) that would have caused the western selection to be completely consumed by Springfield’s suburbs. Locations such as Framingham (75K) and Leominster (41K) would create the same phenomenon in relation to central MA cities like Worcester.

When sorted by these criteria it quickly becomes apparent that Boston, Worcester, and Springfield along with their immediate neighbors represent the primary Eastern, Central, and Western opportunities respectively. The below map shows all 9 locations selected by this method with a radial outline indicating proportional population size (Boston’s radius had to be halved to fit on the map). We will be delivering wholesale from two distribution hubs located near these population centers, but we are not strictly limited to our selected targets as a retail location would be. It is important to look at these towns as representatives of a larger serviceable area.



**Population and Demographic Overview of Top 9 Towns + Great Barrington**

- Boston
  - Population - 694,053 (1 Overall)

- Median Age – 32.1
- 52% Female
- 53% White, 25% Black, 20% Hispanic
- Per Capita Income – \$44,690
- Median Household Income – \$71,115
- Median Property Value – \$575,200
- Worcester
  - Population - 185,301 (2 Overall)
  - Median Age – 34.4
  - 51% Female
  - 69% White, 13% Black, 22% Hispanic
  - Per Capita Income – \$27,884
  - Median Household Income – \$46,407
  - Median Property Value – \$220,700
- Lowell
  - Population - 110,632 (5 Overall)
  - Median Age – 33.2
  - 50% Female
  - 61% White, 8% Black, 18% Hispanic, 23% Asian
  - Per Capita Income – \$26,873
  - Median Household Income – \$51,987
  - Median Property Value – \$251,300
- Brockton
  - Population - 95,693 (6 Overall)
  - Median Age – 35.6
  - 52.4% Female
  - 36.1% White, 45.6% Black, 11.1% Hispanic
  - Per Capita Income – \$27,439
  - Median Household Income – \$55,140
  - Median Property Value – \$245,300
- New Bedford
  - Population - 95,355 (7 Overall)
  - Median Age – 37.4
  - 52% Female
  - 63.5% White, 7% Black, 21% Hispanic
  - Per Capita Income – \$25,829
  - Median Household Income – \$43,989
  - Median Property Value – \$218,100
- Springfield
  - Population - 152,883 (3 Overall)
  - Median Age – 33
  - 52% Female
  - 63% White, 21% Black, 45% Hispanic (These numbers do not add to 100% because white and Hispanic have overlap)
  - Per Capita Income – \$21,499

- Median Household Income – \$36,730
- Median Property Value – \$152,400
- Pittsfield
  - Population - 41,743 (32 Overall)
  - Median Age – 43.7
  - 52.6% Female
  - 86.8% White, 4.5% Black, 6.8% Hispanic
  - Per Capita Income – \$31,953
  - Median Household Income – \$48,555
  - Median Property Value – \$172,600
- Northampton
  - Population - 28,299 (51 Overall)
  - Median Age – 39.2
  - 58% Female
  - 88.5% White, 2% Black, 8.7% Hispanic
  - Per Capita Income – \$37,930
  - Median Household Income – \$64,850
  - Median Property Value – \$321,900
- Greenfield
  - Population - 17,137 (73 Overall)
  - Median Age – 43.4
  - 50% Female
  - 90.5% White, 2% Black, 8% Hispanic
  - Per Capita Income – \$32,474
  - Median Household Income – \$48,653
  - Median Property Value – \$188,700
- Great Barrington (Berkshire County)
  - Population – 6,945 (180 Overall, included as baseline for Rebelle’s customer demographics)
  - Median Age – 44.1
  - 53% Female
  - 89.5% White, 4% Black, 6% Hispanic
  - Per Capita Income – \$34,370
  - Median Household Income – \$48,996
  - Median Property Value – \$329,300

## **Delivery Market Data and Trends**

Now that we have a selection of baseline population and demographic data, we can begin developing a method to identify ideal conditions for a delivery customer base.

First, we will look at general market trends in traditional Food Delivery Logistics (Data pulled from DoorDash's S-1 research reports):

- Suburban markets and smaller metropolitan areas have experienced significantly higher food delivery growth compared to larger metropolitan markets because these smaller markets have been historically underserved by merchants and adjacent on-demand services. Accordingly, residents in these markets are more acutely impacted by the lack of alternatives and the inconvenience posed by long driving distances. They derive a greater benefit from new delivery alternatives than urban residents as can be seen by the below growth data.
- New York, Los Angeles, Chicago, Philadelphia, Washington D.C., San Francisco, Boston as a whole represented slower growth than smaller metro areas showing 97% YoY for 2020
- The next largest 43 cities saw 127% YoY growth over the same period
- The next 50 cities saw 157% growth
- All other cities above 100K averaged 174% growth
- Note\* Geographic areas below 100K on average saw a slightly lower growth of 142%... this could be considered impressive when factoring in how many small rural towns likely contributed to this average.

Using food service as a proxy, this data appears to substantiate the idea that non-major cities are more inclined to opt for delivery. This would support a strategy of organizing a fleet to service the suburban areas surrounding Boston, Springfield, and Worcester rather than centrally serving the cities themselves.

However, cannabis and food delivery are not perfectly analogous. It is important to note this does not account for things like access disparity caused by a limited dispensary footprint.

To explore some counters to this narrative we can look toward the success grocery delivery services have seen in major urban markets with growth rates of nearly 300% YoY in 2020. According to a study by Acosta, Urban shoppers were 90% more likely than the average shopper to rank online ordering capabilities within the top three most important attributes for their grocery shopping experience. Nearly 60 percent of urban shoppers reported buying groceries online for mail delivery or door-to-door delivery, compared to less than 30 percent of suburban and rural shoppers. 56% percent of urban shoppers reported using online retailers to buy bulky items, like paper towels and diapers, compared to 34 percent of suburban shoppers and 24 percent of rural shoppers. 58% of people living in cities also specified that grocery shopping is something they do on the way home from work, and they only buy what they need for that night or the next day.

While urban shoppers may not be as concerned with OnDemand food-delivery due to a breadth of options, they do look to delivery as an alternative for products/shopping experiencing that are challenging in the context of city life. The implications may be different across urban and suburban use-cases, but it is clear that delivery services are generally used to solve pain-points specific to certain lifestyles.

Boston residents have severely limited options to purchase cannabis. This problem is specifically acute in urban areas where most stores are at least a 30 min drive and require both use of a car and subsequent parking. As long as there continues to be a lack of local/walking-distance dispensaries in urban areas, there will likely be a similar opportunity for cannabis delivery as has been experienced by grocery delivery services. Beyond this, about 64% of survey respondents also reported feeling that grocery stores

are crowded and checkout time is too long. Fighting busy traffic and busy stores will be a concern for urban consumers even if dispensaries begin to open more ubiquitously in urban areas.

Cities and suburbs both have seen outsized growth in different delivery verticals, and both will likely adopt cannabis delivery albeit for different reasons. Cities; however, seem more attractive as early targets as they have less dispensary access compared to population size as well as more difficulty in driving. Urban demographics also more closely match the profile of early adopters in other delivery verticals.

### **Demographic Targeting in Delivery Deployment**

(The below section will discuss why urban demographics are more likely to adopt new delivery services)

Grocery delivery behavior follows an expected trend across different age demographics. A 2019 study by Ward showed grocery delivery to be favored by millennials with 67% participation vs 43% from Boomers and 28% from Seniors. An additional study in 2020 on grocery shopping segmentation published in the journal of business theory conducted across more than 7000 respondents corroborated this and provided some additional insights. The below is a breakdown of a blind sample of 1,283 respondents sorted by age:

	Physical Store	Digital	Multi-Channel	Total
2 (18-29)	84	126	84	294
3 (30-39)	87	93	120	300
4 (40-49)	78	54	75	207
5 (50+)	251	87	144	482
<i>Total</i>	<i>500</i>	<i>360</i>	<i>423</i>	<i>1283</i>

\*Note - The split between male and female was nearly negligible at 48%/52% favoring female.

This further substantiates the common suggestion made via both traditional food delivery and alcohol delivery verticals that Gen Z and Millennial age groups are the biggest drivers of new delivery adoption. Several studies by Drizly on alcohol delivery have proposed early adopters are heavily weighted toward 39 and younger consumers with older age groups often raising questions of legality.

As CGPD seeks to form an effective delivery G2M strategy we should consider how these demographic trends will influence buying decisions in our initial markets of focus. If we view ourselves as a brand focused on the 25-39 consumer, there will likely be a higher propensity for adoption of delivery and other non-traditional means of consumption in locations with lower median ages. Considering this in context of both grocery and food delivery trends discussed above, we again are directed toward opportunities in younger urban markets despite difficulties traditional delivery services have faced here. Layering this

opportunity on top of the propensity for cannabis delivery to solve specific pain points of Urban cannabis access could multiply this.

Some last additional data points from a Gallup poll on this subject (giving less weight to this as it is a few years out of date). The poll shows some regionality in opting for delivery with respondents living in the East (of the US) being more than 3 times as likely as those in the Midwest to shop online for groceries monthly.

This poll also showed the trend of locality playing a role in delivery decisions with people living in urban areas being almost twice as likely as those in the suburbs to order groceries online (showing that the 300% YoY number is not an isolated trend).

### **Additional Information/Adjacent Industries**

**Alcohol delivery** – This space is interesting in its ability to provide a young, adjacent vertical the trends of which can be compared to cannabis in ways that food and grocery delivery can't. Watching how younger generations adopt and interact with brick-and-mortar vs ecommerce sites like Drizly can add some context to what consumer behavior might look like beyond meal-related ordering. Specifically, the struggles of alcohol delivery to change long-standing consumer behavior across all SKUs (Wine being the largest segment by far at 64% of all orders) and how it has only recently seen found success by latching onto larger grocery chains. This is uniquely true (I believe) when considered alongside consumer education statistics that suggest younger demographics reluctance to order alcohol for delivery may correlate to a stronger desire learn and interact with the product. This would imply delivery in cannabis could be most appealing to repeat consumers who are not experiencing the product for the first time.

Some additional Alcohol delivery statistics below:

- 75% of all online alcohol delivery sales are from Millennials, with the most represented age being 27
- Women make up 55% of alcohol delivery sales
- Wine and liquor online delivery sales are growing 2x faster than beer sales
- Gen Z consumer are most interested in trying new brands as well as education on subjects of alcohol (Drizly attributes the lower representation of Gen Z in total online ordering to inexperience with the product)
- 50% of users who had ordered alcohol online said they would continue doing so.
- 45% of users in a previous survey said they were unsure of the legality of alcohol delivery

**Delivery in CA** – MA is a different market than CA as it has a much more immature relationship with cannabis from both a consumer and regulatory perspective. That said, CA can provide some useful context for what delivery can eventually become in a mature market. I won't delve too far into the strategy and service offerings here as that is covered in other sections as well as in the general strategy report, but some trends to consider:

- CA is one of the only states where delivery is broadly allowed
- CA saw as much as 30-50% of all cannabis sales facilitated by delivery providers in 2020
- Covid pushed this number to nearly 70%

- CA mostly shows the potential for delivery in a large open market. MA is implementing a similarly open program with a much more restricted retail footprint. This could result in outsized opportunity for wholesale delivery.
- According to BDS analytics 10% of all Adult Use Cannabis sales in the US took place through a delivery service. This does not account for the large number of adult use states that do not broadly allow delivery. It also does not account for the increases in delivery that were seen across 2020 in states like CA.

### **Eaze's Trend Report -**

- Consumers frequently have to go out of their way for cannabis
- Dispensaries are often zoned in places where people do not live or frequently travel
- Studies show that customers who shop at dispensaries also order delivery
- Retail in general is trending toward delivery
- Eaze uses less than 2500 SQFT for some of its warehouses
- Eaze has a start-up cost of around \$150K for inventory and human resources at new locations (they consider this the primary startup cost and estimate 6 weeks to set up).

### **Initial Conclusion summary**

- We should consider large cities as they have specific pains that delivery can solve regardless of traditional food deliveries adoption/growth in major metro areas. We should expect to expand to suburbs shortly after if not simultaneously.
- We should be mindful of demographic segments, but specifically of average population age as there appears to be a direct correlation to delivery adoption in all relevant verticals (alcohol, grocery, and food)
- While suburbs seem to adopt food delivery more quickly than major urban areas, this is largely attributed to access to dine-in alternatives being sparser in those areas. DoorDash even goes so far as to say that adding restaurant options is key to attracting additional suburban customers as they are drawn by lack of local optionality. We need to consider the number of dispensaries servicing the areas we initially target as it will likely affect adoption rates. Competition from delivery couriers will also be more acute the closer to dispensary clusters we get.
- Greater Boston and Greater Springfield make the most sense as initial targets for our warehouse locations. As can be seen below, Boston is massively underserved by physical dispensaries. While Springfield has a higher location count, there are multiple benefits to serving the western part of the state via our Northampton facility. Both Boston and Springfield also have optimal population and demographic info for delivery adoption. Worcester remains a fallback option due to its lack of synergy with our current western operations, its slightly worse demographic data, and its high dispensary count. It may make sense to consider Worcester for future expansion based solely on population and central MA access.

“Weedmaps” Dispensary Clusters (based on recreational stores open as of 2/26/21)



## **Trends Assessment and Bottom-Up Model**

(The below will use all of the data gathered to build a bottom-up addressable market model)

Using the information, we gathered on demographics we can see that targeting Springfield and Boston likely makes the most sense for delivery for 3 primary reasons:

1. They have the youngest average age (above 21) which implies earlier adoption of delivery.
2. They have populous cities surrounded by populous suburbs allowing us to address both urban and suburban pain-points that we illustrated spur delivery decisions.
3. They have lower dispensary density in proportion to population than other attractive areas (this is slightly less true for Springfield, making Boston the most attractive target)

## **Creating the Bottom-Up Model**

Northeast populations on average have a 27% consumer penetration for cannabis consumption across both medical and adult use. (not accounting for legality of delivery, adult-use has a 20% higher delivery penetration than medical on average across all markets.)

Northeast populations have a 36% “acceptor” penetration defined as people who support legalization and would be willing to try cannabis products, but do not frequently consume. We can assume that this number represents consumers on a steeper education curve than the 27% current consumer number.

We can take these 2 numbers in the context of Boston and Springfield’s population, dispensary footprint, cannabis sales, neighboring towns, and general retail/delivery figures to arrive at an estimate for an addressable delivery market.

These numbers are 2019 measurements. Let’s assume consumers grew at a rate consistent with YoY adult use sales growth in MA (around 25-30%%).

Using the lower end of these estimates would equate to about a 34% consumer penetration and a 29% acceptor penetration (assuming that no new consumers come from rejectors which represented 37% in the northeast.

We can then model out a bear/base/bull scenario where:

- Bear is 30% of the market are active consumers taking 3% from acceptors.
- Base is 34% of the market are active consumers taking 7% from acceptors.
- Bull is 41% of the market are active consumers taking 14% form acceptors.

Some notes\*

- These are based off a 2020 market size... we will likely be operating in 2022 so these numbers should be larger if trends continue. The Bull scenario reflects an additional 25% growth anticipated in 2022 as the market grows to \$1.2B-\$1.3B.
- We are assuming based on previous findings that if acceptors have not yet converted to consumers that they will be less likely to opt for delivery. They are therefore being excluded from consideration even though there will likely be some % that do opt for delivery for a variety of reason (fear of being seen, inability to find a store, the previously discussed urban vs suburban issues, etc). We are working off the assumption that frequent users are the most likely delivery consumers, and are the only segment being considered.

#### **Total Addressable MA market:**

- Population of about 6.9MM
- Repeat consumer adjustment:
  - Bear 1.863MM
  - Base 2.346MM
  - Bull 2.829MM
- Average basket size:
  - Delivery typically sees around a 30% larger avg basket than retail across cannabis delivery as well as other verticals. 15% will be used for base and the full 20% will used for bull
  - Bear - \$125 (below state avg for retail)
  - Base - \$125 (state avg) + 15% = \$143
  - Bull - \$125 + 20% = \$150 (coincidentally around the GB stores avg basket)
- Expected delivery penetration:
  - The number gathered from BDS's national report indicate that 10% is likely the lowest possible average penetration for delivery in an adult use market. Their 10% number doesn't account for available services or even legality across adult use markets, simply averaging consumer response from every legal state in 2019. Given what we've seen from CA as well as adjacent delivery vertical growth and penetration I believe 20% remains a conservative early penetration goal for MA delivery as a whole. This number could climb much higher as the program grows and as attitudes toward delivery continue to develop. We should also remember that we are only considering

repeat buyers in this equation so the numbers are already lower than a realistic total penetration would otherwise be (especially for a market that is rapidly maturing into 2021 from both a cannabis and delivery perspective). Based on this the assumptions for delivery penetration are as follows:

- Bear 18% of repeat consumers
  - Base 22% of repeat consumers
  - Bull 25% of repeat consumers
- Average purchase frequency
    - Studies suggest that repeat consumers purchase cannabis between 0.43 times per month if they are less frequent users and 3.1 times per month if they are more frequent
    - There is also more recent data from MA that suggests that 14% of all repeat cannabis consumers purchase more than 4 times per month
    - A simple averaging of MA population versus 2020 sales (assuming \$1B in sales for 2020) can yield an estimate 1.16 purchases at the average basket of \$125 when averaged across the entire state pop of 6.9MM. Across the 30%-41% repeat user population this would imply an average of 3.86/3.41/2.82 orders per year.
    - We can see 2 issues from this data
      - First, the bulk of frequent purchases are made by a minority of heavy users, most reports corroborate this
      - Because our assumptions in the bull scenario expand the breadth of those we consider repeat users, the purchase frequency average appears lower for the more optimistic scenarios as it is spread across a wider range
      - To combat both of these issues we will take an average of all 3 numbers rather than divide out this piece of the analysis into bear/base/bull
      - We will use 3.2 as our yearly purchase frequency which is adjusted down by an additional 0.16 to bring it inline with 2021 sales estimates as well as the idea that less frequent purchases make up the majority of repeat consumers
  - Total Market Estimates
    - Finally, estimates are as follows:
    - Bear -  $2.07\text{MM} * \$125 * 0.18\% \text{ Penetration} * 3.2 \text{ yearly purchases}$ 
      - = \$151MM total addressable delivery market in MA for 2021
    - Base -  $2.346\text{MM} * \$143 * 0.22\% * 3.2$ 
      - = \$239MM total addressable delivery market in MA for 2021
    - Bull -  $2.829\text{mm} * \$150 * 0.25\% * 3.2$ 
      - = \$344MM total addressable delivery market in MA for 2021
  - Greater Boston Market Estimates
    - Bear – \$106MM
    - Base – \$169MM
    - Bull – \$243MM
  - Boston Proper
    - Bear \$15MM
    - Base \$24MM
    - Bull \$34MM
  - Greater Springfield

- Bear \$13.8MM
- Base \$21.9MM
- Bull \$31MM
- Springfield Proper
  - Bear – \$3.3MM
  - Base - \$5.2MM
  - Bull \$7.5MM

We'll assume between 5% and 15% penetration into these markets to see what CGPDs potential revenue could look like for a baseline scenario after year 1 of ops:

- At 3.5% (accounting for only partial ops in year 1)
  - Total – \$8.3MM
  - Greater Boston – \$5.92MM
  - Greater Springfield – \$767K
- At 5%
  - Total – \$11.99MM
  - Greater Boston – \$8.4MM
  - Greater Springfield – \$1.09MM
- At 10%
  - Total – \$23.9MM
  - Greater Boston – \$16.9MM
  - Greater Springfield – \$2.1MM
- At 15%
  - Total - \$35.9MM
  - Greater Boston – \$25.3MM
  - Greater Springfield - \$3.29MM

<b>Base</b>				
<b>Location</b>	<b>Population</b>	<b>Addressable Population</b>	<b>Expected Sales Volume</b>	<b>Expected Delivery Market Share</b>
MA State	6,900,000	2,346,000	\$ 1,090,303,500	<b>\$239,866,770</b>
Greater Boston	4,870,000	1,655,800	\$ 769,533,050	<b>\$169,297,271</b>
Boston	695,000	236,300	\$ 109,820,425	<b>\$24,160,494</b>
Greater Springfield	631,000	214,540	\$ 99,707,465	<b>\$21,935,642</b>
Springfield	152,000	51,680	\$ 24,018,280	<b>\$5,284,022</b>
Greater Worcester	830,000	282,200	\$ 131,152,450	<b>\$28,853,539</b>
Worcester	185,000	62,900	\$ 29,232,775	<b>\$6,431,211</b>

<b>2021 CGP Market Share Partial</b>	<b>2021 CGP Market Share (5%)</b>	<b>2021 CGP Market Share (10%)</b>	<b>2021 CGP Market Share (15%)</b>
<b>\$8,395,336.95</b>	<b>\$11,993,338.50</b>	<b>\$23,986,677.00</b>	<b>\$35,980,015.50</b>
<b>\$5,925,404.49</b>	<b>\$8,464,863.55</b>	<b>\$16,929,727.10</b>	<b>\$25,394,590.65</b>
<b>\$845,617.27</b>	<b>\$1,208,024.68</b>	<b>\$2,416,049.35</b>	<b>\$3,624,074.03</b>
<b>\$767,747.48</b>	<b>\$1,096,782.12</b>	<b>\$2,193,564.23</b>	<b>\$3,290,346.35</b>
<b>\$184,940.76</b>	<b>\$264,201.08</b>	<b>\$528,402.16</b>	<b>\$792,603.24</b>
<b>\$1,009,873.87</b>	<b>\$1,442,676.95</b>	<b>\$2,885,353.90</b>	<b>\$4,328,030.85</b>
<b>\$225,092.37</b>	<b>\$321,560.53</b>	<b>\$643,121.05</b>	<b>\$964,681.58</b>

#### **4. BUSINESS MODEL**

One of the primary advantages CGPD will have under this wholesale license class is the ability to sell product direct to consumer in jurisdictions where we would not otherwise be able to compete.

### **Pricing**

Pricing is largely a marketing question and will need to be determined as part of our Marketing Strategy. Some initial suggestions based on conversations with operators and market research are listed below:

- Minimum Basket Size between \$90 and \$150
  - Average basket in CA is \$100 with a minimum average of \$60\* (need to confirm this)
  - “Driven” recommended a \$125 MA minimum
- Delivery fee of \$5 per order
  - This will help offset delivery specific costs
  - \$5 is standard, but 33% of consumers report they would pay a higher fee for faster service
- Some CA operators we benchmarked suggested \$26-\$35 per order as the target average delivery overhead
  - This also depends on our average basket size

### **Third Party Technology Partner**

Our Technology stack will likely consist of OnFleet for logistics management coupled with Tymber for organizing order placement and back-of-house management. If we decide to outsource management to a 3<sup>rd</sup> party, we will want to integrate with whatever solutions they are running. This still may leave us able to choose an ordering/scheduling platform independently. Some information on each company below:

OnFleet - Onfleet is a last mile delivery solution servicing companies across dozens of industries including food and beverage, retail, e-commerce, furniture, pharmacy and more. They provide dispatch management, route optimization, and a myriad of driver management functionality. There are competitors in the space, but they are the industry standard.

Tymber/Blaze - Blaze offers retail, dispatch, inventory, compliance and logistics functionality built directly into a POS. As Rebelle already uses their POS, this should be a low friction deployment. Some additional relevant features:

- Supports both scheduled deliveries AND on-demand deliveries
- Dedicated BLAZE Delivery App for iOS and Android
- Dynamic Delivery: Customers can browse nearby inventory from your menu
- Provide full driver manifest and Inventory ledgers in real-time
- Onfleet integrated for high volume route optimization

## 5. FINANCIAL PROJECTIONS

Delivery P&L	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Y1 Total
<b>Revenue</b>													
Orders per Month	850	2,491	2,764	3,069	3,406	5,671	6,295	6,987	7,756	8,609	9,556	10,607	<b>68,062</b>
AVG Transaction Value	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	
Average Revenue	\$106,250	\$311,313	\$345,557	\$383,568	\$425,761	\$708,891	\$786,870	\$873,425	\$969,502	\$1,076,147	\$1,194,523	\$1,325,921	<b>\$8,507,727</b>
<b>Costs</b>													
Margin %	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	<b>50%</b>
<b>Total COGS</b>	\$53,125	\$155,656	\$172,778	\$191,784	\$212,880	\$354,446	\$393,435	\$436,713	\$484,751	\$538,074	\$597,262	\$662,960	<b>\$4,253,864</b>
<b>Gross Profit</b>	\$53,125	\$155,656	\$172,778	\$191,784	\$212,880	\$354,446	\$393,435	\$436,713	\$484,751	\$538,074	\$597,262	\$662,960	<b>\$4,253,864</b>
Margin %													<b>50%</b>
<b>Operating Expenses</b>													
General Labor	\$10,625	\$31,131	\$34,556	\$38,357	\$42,576	\$70,889	\$78,687	\$87,343	\$96,950	\$107,615	\$119,452	\$132,592	<b>\$850,773</b>
Dispatch Labor	\$15,208	\$22,813	\$22,813	\$30,417	\$30,417	\$38,021	\$45,625	\$45,625	\$53,229	\$53,229	\$60,833	\$60,833	<b>\$479,063</b>
Packing Labor	\$5,475	\$10,950	\$10,950	\$10,950	\$10,950	\$16,425	\$16,425	\$21,900	\$21,900	\$21,900	\$27,375	\$27,375	<b>\$202,575</b>
Vehicle Leases/Purchases	\$3,550	\$4,950	\$4,950	\$5,300	\$5,300	\$6,700	\$7,050	\$7,400	\$7,750	\$8,100	\$8,800	\$9,500	<b>\$79,350</b>
General Administrative	\$5,000	\$6,000	\$7,200	\$8,640	\$10,368	\$15,552	\$15,552	\$15,552	\$15,552	\$15,552	\$15,552	\$15,552	<b>\$146,072</b>
Host Fee	\$3,188	\$9,339	\$10,367	\$11,507	\$12,773	\$21,267	\$23,606	\$26,203	\$29,085	\$32,284	\$35,836	\$39,778	<b>\$255,232</b>
Car Insurance	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	<b>\$14,000</b>
Maintenance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	<b>\$24,000</b>
Gas	\$2,700	\$6,300	\$6,300	\$7,200	\$7,200	\$10,800	\$11,700	\$12,600	\$13,500	\$14,400	\$16,200	\$18,000	<b>\$126,900</b>
Packaging	\$417	\$1,353	\$1,356	\$1,556	\$1,671	\$2,875	\$3,088	\$3,428	\$3,932	\$4,224	\$4,844	\$5,204	<b>\$33,947</b>
Rent/Mortgage	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	<b>\$130,000</b>
Security	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	<b>\$38,000</b>
Marketing	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$45,000	\$45,000	<b>\$315,000</b>
Utilities	\$500	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	<b>\$9,500</b>
Technology	\$1,153	\$1,448	\$1,498	\$1,552	\$1,613	\$2,021	\$2,133	\$2,258	\$2,396	\$2,550	\$2,720	\$2,909	<b>\$24,251</b>
Taxes, Property, Miscellaneous													
<b>Total SG&amp;A</b>	\$62,358	\$88,820	\$91,100	\$102,788	\$105,958	\$166,827	\$178,346	\$188,132	\$200,511	\$205,405	\$240,327	\$247,318	<b>\$2,728,663</b>
<b>Operating Profit</b>	-\$9,233	\$66,837	\$81,679	\$88,936	\$106,922	\$187,619	\$215,089	\$248,580	\$284,240	\$332,668	\$356,934	\$415,643	<b>\$1,525,201</b>
EBIT Margin													<b>18%</b>
Pre-tax Income - Federal & MA (IRC 280E)													<b>\$1,525,201</b>
<b>Income Tax - Federal total</b>													<b>\$1,159,603</b>
Combined Effective Tax Rate (Total)													<b>76%</b>
<b>Net Income</b>													<b>\$365,598</b>
% Net Margin													<b>4%</b>

## 6. TEAM

CGPD has organized a team of seasoned, cross-functional entrepreneurs and innovators with backgrounds spanning cannabis, finance, fashion, and tech. Our team has a significant competitive advantage as our experience and compliance-focus ensure speed to market and rapid scaling of new business units.

### Charlotte Hanna – Partner

A serial entrepreneur, Charlotte founded Community Growth Partners in 2018 and established the only woman and minority-owned vertically integrated cannabis companies in Massachusetts.

Previously, Charlotte worked for 30 years in real estate, finance and philanthropy and was a VP at Goldman Sachs and the principal at Charlotte Hanna Design. Over the years she has helped launched sustainable urban farming initiatives and similarly innovative economic development programs around the country as a grantee of organizations like The Robert Wood Johnson Foundation. In 2019 she was named one of the Seven Women in Cannabis to Watch by Entrepreneur Magazine. Hanna earned degrees from American University and New York University where she was an Annie Casey Foundation Research Fellow. She is married with two children and lives in Brooklyn, NY.

**Marcus Williams – Partner & Owner**

Marcus Williams is a technologist and longtime cannabis enthusiast with a particular passion for cannabis genetics and selective breeding. Prior to joining Community Growth Partners, Marcus was a systems administrator at Silicon Laboratories and was responsible for supporting an IoT engineering team and virtual test environment that generated over \$100M in revenue annually for the company. His thorough understanding of cloud infrastructure and cannabis enabled Community Growth Partners to implement an e-commerce platform that is unique to the state and integral to CGPD’s brand strategy. As a lifelong Bostonian, Marcus cares deeply about and leads CGPD’s social impact initiatives.

**Community Growth Partners Delivery, Inc.  
Marijuana Delivery Operator Application  
Plan to Obtain Liability Insurance**

Community Growth Partners Delivery, 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

**Community Growth Partners Delivery, Inc.**

Delivery Operator Application  
Record Keeping Procedures

## **Record Keeping Procedures**

Community Growth Partners Delivery, Inc. (CGPD) will implement record keeping procedures for the delivery warehouse and establishment to monitor and track all sales, delivery, inventory and daily activities. The Delivery Manager and Inventory Manager will ensure all records and logs from daily operations are accurately maintained in accordance with general accounting principles. Managing data, material resources and workflow processes are essential to providing traceability of all operations through supply chain documentation. Record keeping is a meticulous component of the company's transparency strategy for operating a fully compliant business and is essential to operational excellence.

## **Written Operating Procedures Records**

CGPD will follow and maintain Written Operating Procedures as required by 935 CMR 500.105(1) of the general operational requirements set forth by the Commission. The Written Operating Procedures will be maintained as part of the record keeping policy to ensure accuracy and compliance of all processes and business activity conducted by the company.

## **Inventory Records**

CGPD's inventory management process uses standardized forms and documents to record various inventory events in both digital and hard-copy versions. Weekly, monthly, and annual inventory audits will be conducted to reconcile and identify any discrepancies with the inventory. All inventories will be conducted by the Delivery Manager and Inventory Manager for each inventory audit which will include the date of the inventory audit, a summary of the inventory findings, the names, signatures, and titles or positions of the individuals who conducted the inventory. CGPD inventory record keeping procedures :

### **Inventory Counting Procedures**

Active inventory will be subject to sample counting weekly and a full count monthly, not during business hours and when no cannabis product is being added or removed from the ETS, business management platforms, or physical allotments. The quantity and type of cannabis products will be tracked and monitored in business management platforms and the ETS, as part of inventory management procedures. CGPD will implement counting procedures that efficiently and accurately identify predetermined amounts of products according to batch identifications, lots, and other sorting variables. CGPD inventory record requirements shall always include the date, summary of findings, and the names, signatures and titles of the individuals who conducted the audit to ensure accuracy, in compliance with 935 CMR 500.105 (8).

Active inventory will be counted and compared to digital records in the ETS and business management platforms. Reconciliations of inventory will be conducted under the supervision and authorization of the Delivery Manager. Should the counts reflect a discrepancy, inventory reconciliations will reflect the reason for the inventory adjustment. If there is evidence of unlawful product diversion, management will be notified and the issue will be reported to the Commission and the authorities, as required by regulation. Operating procedures will include extraordinary precautions to prevent unlawful product diversion.

Back stock inventory counts will be conducted weekly, and reports will be generated that reflect accurate digital and physical amounts of each cannabis product within the facility. Back stock inventory will be static throughout the day and handled only by authorized employees when active inventory is depleted. Static inventory may be counted during business hours and reports may be generated while active inventory is dispensed.

Employees will be provided and trained to use segmented counting/storage boxes, cardboard or plastic box dividers as counting aids when performing daily, quarterly or annual inventory audits. By placing a single item

into each slot/segment, employees will simply fill the device to count the designated number of products. Once the device is filled, the products will be moved to a container and the count will continue until all inventory items have been accounted for.

## **Inventory Audits**

Regular reviews of inventory will be conducted to verify actual physical inventory is consistent with the digital inventory reflected on the ETS and business management platforms. Every cannabis product will be stored in a manner that may be counted daily. CGPD will create and maintain written and electronic records of all inventories that shall include the date of the inventory, a summary of the inventory findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory review.

To mitigate loss, sample counts of inventory will be performed weekly and full counts will be performed monthly and compared against balances in METRC and Blaze. Product names, item amounts, and other identifying data will be gathered when employees remove products from shelves and place them in secure, locked storage containers. Inventory logs will be used to gather data and check for accuracy. Employees will adhere to strict chain of custody procedures and the storage of cannabis will remain under constant, twenty-four (24) hour surveillance, as described in the company's storage plan.

## **Quarterly Audits**

To verify actual inventory levels are consistent with digital inventory, the Delivery Manager and Inventory Manager will conduct quarterly audits. The four (4) quarterly audits will include detailed reports that sufficiently identify all amounts of active inventory, back stock inventory, items purchased by customers, deliveries performed, sales information, incidents of unlawful product diversion, amounts of items returned to grower/processors and other notations of significant events that may have affected inventory counting procedures, i.e. emergencies, Commission inspections, recalls, etc. The ETS and business management platforms will be reconciled to reflect actual inventory levels only under the supervision of the Director of Operations with prior approval from the Commission.

## **Reporting Requirements**

The Delivery Manager will ensure that the METRC and Blaze provide reports that detail:

- A “total inventory in storage” by location and batch report that records user, date, time, item, quantity, and storage access in chronological order.
- An “all events” report that provides detail on all user activity and transaction types within a time frame, and tailored to specific data requirements, such as individual items or users.
- A “vault compare” report that allows administrators to cross-reference the inventory that leaves the storage area for delivery, or any other location to the inventory at that location. Transactions that do not match show up on this report by location, item, quantity, date, time, and user.
  - A “review send” report that provides detailed information regarding the removal of cannabis or cannabis products from the storage area, specifying the user, time, date, item, quantity, and intended destination.
- A “sales” report that provides detailed information regarding the transactions of cannabis or cannabis products indicating the user, time, date, item, quantity, and inventory movement at the delivery establishment.

- A “purchase history” report that helps trend the receipt of cannabis and cannabis products into inventory and monitor purchase patterns.
- A “diversion” report that isolates any atypical changes in products or quantity, as determined by standard deviation.

### **Inventory Audit Reports**

The Inventory Manager will conduct inventory reviews and audits of METRC and point-of-sale (POS) software which will be reconciled with the delivery establishment’s physical product inventory. Inventory reviews will be conducted daily as part of the company’s closing procedures. The Chief Operating Officer and Inventory Manager shall provide a daily, weekly, monthly, and annual reports from the inventory database that document the following:

- A full inventory of all stored packages and unopened packages, as well as usable and products that have expired, deteriorated, damaged, opened or unusable. The inventory report should include item, quantity, batch/lot and date.
- A full sales report will be printed weekly and compared to the reconcile reports of all stored products to determine if there are any inconsistencies between the amount of cannabis products on-site and amount of cannabis products sold/delivered.

### **Product Receiving Records**

CGPD will implement standard operating procedures (SOPs) which will assure the integrity of the record keeping system in relation to product receiving. The Inventory Manager must record all confirmed deliveries of cannabis and cannabis products and record all actions taken related to the receiving procedure in METRC, including but not limited to:

- The name and unique identification number of the Inventory Control Manager conducting the receiving of inventory.
- Visitor log identifying all transport team members names and registration numbers who were responsible for the delivery (which will be maintained and stored with a photocopy of all identification documents provided to security).
- A copy of the transport manifest.
- Confirmation that the physical audit of shipped products matches the transport manifest.
- Any discrepancies between the physical audit and the transport manifest, including all remediation actions and investigations taken.
- The results of each packaging/labeling quality assurance inspection.
- Each accepted cannabis product, including all identifying information.
- The date and time of commencement of the receiving procedures.
- The date and time the delivery establishment took custody of the products.
- A copy of the sales transaction invoice.

### **Laboratory Testing Records**

CGPD will require that a certificate of analysis be provided for all cannabis products delivered to the delivery warehouse establishment. METRC is designed to receive laboratory results and a certificate of analysis from a testing laboratory once sample testing has been completed. CGPD will retain the certificates of analysis on all cannabis product for a minimum of two years, which will include:

- Batch/Lot ID or processed lot ID number of the sample being tested;
- The weight of sample being tested;
- The type of tests being performed;
- Storage of the test results associated with the batch ID;
- Name and appropriate information of the individual performing the test, including identification of monograph equipment used within the laboratory.

Hard copies of laboratory results will be printed and retained at the delivery establishment, and retained in our Google Cloud storage. The electronic and hard copy certificate of analysis retention allows for redundancy and completeness of test records.

### **Sales Transaction Records**

Prior to any transactions, the delivery associate will confirm the products ordered and verify the quantity ordered does not exceed state-mandated limits by reviewing the customer's purchasing history records in the database and our own internal inventory tracking. If the order is lawful, the agent will inspect each product's packaging and labeling to ensure integrity and compliance then complete the dispensation process and accept payment. Upon the successful completion of the transaction, the agent will issue a transaction receipt then access and update the customer certification in the POS with information recorded on the receipt, including:

- The name, address, and permit number assigned to CGPD;
- The name and address of the customer;
- The date and time of sale;
- The quantity, type, and form of cannabis dispensed, and;
- Any other required data, including all information found on the applicable transaction receipt.
  - Any prior deliveries made at the customers address on that same day, with a limit of one transaction per customer per residence per day

### **Recalls & Returns Records**

In the event a distributed product is identified as defective (adulterated or misbranded), the product will be recalled. When notification of a product recall is received, action is taken to remove the affected batch/lot from stock in the delivery establishment and notify the CCC within 24 hours. If the reason for the recall poses a clinically significant risk to customers, action is taken to notify all customers of the recall and retrieve the affected cannabis product purchased. All recalled products returned to the delivery establishment shall include the following information:

- Registered organization name;
- Registered organization registration number;
- Recall notice date;
- Recall internal reference number;
- Recall type (voluntary or involuntary);

- Description of reason for recall;
- Delivery establishment name, phone number, address;
- Date and time recalled product removed from stock;
- Quantity of product removed from stock;
- Description of product removed from stock;
- Employee removing product from stock;
- Employee completing Voluntary and Involuntary Recall Form;
- If customer notification is required;
- Specific information for each affected customer.

To effectively evaluate the product recall program, periodic mock recalls should be carried out at least twice a year. All information obtained during the mock recall shall be documented in the Product Recall Log. The Product Recall Log should include the name, address and telephone number of customers for the batch/lot tested, production records, inventory, and distribution of each batch/lot distributed. Any corrections to the recall plan shall be documented and changed in the standard operating procedures.

### **Waste Disposal Records**

CGPD will monitor and record all disposal of cannabis product waste within the delivery establishment accordingly under 935 CMR 500.105(12) of the regulations. All waste records will be kept at the delivery establishment in physical and digital form for at least three years. When cannabis product waste has been disposed of, the ETS and record log will retain the following information:

- Date & time of destruction;
- Lot/batch ID;
- Barcode numbers;
- Reason for the destruction of waste or products;
- Quantity and weight of cannabis waste stored in the Waste Storage Room waiting for destruction;
- The manner of disposal;
- Final weight and quantity of cannabis waste once it has been mixed with non-cannabis waste and rendered, and;
- Signatures and employee ID numbers of the employees performing and monitoring the destruction.

### **Inspections, Servicing, Alteration, and Maintenance Records**

CGPD will conduct maintenance inspections at least once a month at the warehouse establishment to ensure all tools, vehicles and equipment are in good working condition and that any repairs, alterations or upgrades to the alarm, security, and surveillance systems are made for the proper operation of the systems. This inspection will include delivery vehicles to ensure safety at the highest standard. Employees will maintain written logs of all

maintenance activities performed which record the dates, times, affected equipment, actions taken, and the name and employee identification number of the agent performing the maintenance. Equipment cleaning and maintenance records will include, at a minimum, the following information:

- Manufacturer Information
- Date equipment was put into service
- Date and time of cleaning, calibration, or maintenance
- Detailed description of cleaning, calibration, or maintenance
- Name of employee who cleaned or serviced it
- Name of third-party vendor, if applicable
- Date when next service is required

### **Security Records**

CGPD has developed a record keeping program to document security system inspections, building inspections, cyber security and incident documentation. To prevent diversion, abuse, and other illegal or unauthorized conduct, security record keeping will consist of the following:

- Video surveillance records
- Security systems and equipment maintenance logs
- Security training record logs
- Emergency response and drill exercises
- Security threats and breaches of security
- Key, parking pass and proximity reader issuance logs
- Illness report record logs
- Security post and patrol activity logs
- Visitor logs
- Access logs
- Facility security assessments
- Emergency evacuation plans/ site maps

### **Human Resources Records**

CGPD's COO will maintain records of all job applicants and employees including but not limited to:

- Employee applications and/or contracts that includes the duties, authority, responsibilities, qualifications, and supervision;
- Employment handbooks, manuals, and other documents;
- Standard Operating Procedures (SOPs) for receiving, packaging, labeling, handling, tracking,

transporting, storing, disposing, returning, and recalling products containing cannabis in accordance with all applicable laws, rules, and regulations;

- Diversity records and reports;
- Non-Disclosure agreements;
- Background reports in accordance with 935 CMR 500.030;
- Employee performance evaluations;
- Disciplinary action records;
- Training documentation that includes date, time, place, topics discussed, name and title of presenters, employee ID number and signature;
- Personnel policies and procedures;
- Staffing Plan with accessible business hours of operations;
- List of all company vendors, contractors, consultants, and permitted grower/processor manufacturers that CGPD conducts business with, and;
- All materials submitted to the Commission pursuant to 935 CMR 500.030(2).

### **Business Records**

Transactional data related to the sales and distribution of cannabis and cannabis products including the quantity, form, and costs will be maintained in METRC and Blaze POS. CGPD will also maintain all electronic business records and receipts for delivery operations consistent with industry standards and 935 CMR 500.105(9), including, but not limited to:

1. An invoice for each transaction in which revenue is received including a Transport Manifest signed and executed by both parties upon delivery for cannabis products sold.
2. Accounts Payable and Accounts Receivable Logs.
3. Annual Financial Statements and Audit Reports.
4. Bank Statements, reconciliations, deposit & withdraw slips including CTR (Cash Transaction Report) attached for all transactions necessary.
5. Cancelled checks including any debt or loan repayments.
6. General ledger and Interim Financial Statements.
7. Copy of all paper logs acquired during the sale or transaction of products including digital POS print outs for reference of transaction identification.
8. Receipts for all items purchased including raw materials.
9. Receipts for all expenses acquired for advertising.
10. Copies of all tax filings for sales to government entities.
11. Assets and liabilities
12. Monetary Transactions
13. Books of accounts

14. Sales Records

15. Salary and wages paid to each employee

Payroll records for all wages paid to each employee including contracts for services performed and issued an IRS 1099 form.

### **Delivery Manifest Record Keeping Procedures**

CGPD is committed to fulfilling delivery orders with ease and safety, including safe inventory management and efficient record keeping procedures. CGPD's record keeping protocols for delivery include:

1. The maximum delivery value of Finished Marijuana Products allowed in any CGPD Delivery Vehicle at any one time shall be \$10,000 and each Finished Marijuana Product will be associated with a specific customer order.
2. All deliveries and Finished Marijuana products will be tracked using METRC.
3. All records of deliveries and delivered Finished Marijuana Products, Marijuana Accessories and Branded Goods will be kept in compliance with 830 CMR 62C.25.1.
4. Limitations on the time for delivery will comply with municipal bylaws and ordinances; completing deliveries between the hours of 8 A.M. and 9 P.M. in an effort to safeguard finished Marijuana Product Inventory and properly return rejected or undeliverable Marijuana Products to the warehouse as required by regulations.
5. CGPD shall maintain a separate log for each vehicle in use for home deliveries. For each delivery, the team member shall record:
  - a. The location of the originating order (warehouse) and date and time the delivery vehicle leave the warehouse;
  - b. The milage of the delivery vehicle at departure & milage at each arrival at each Consumer destination, and mileage upon return to warehouse
  - c. The date and time of departure from the warehouse and arrival at each consumer destination for each delivery
  - d. A log entry indicating the date and time of the last delivery in an order
  - e. Every home delivery shall include a manifest produced at the warehouse in duplicate, one to be kept at the warehouse and one copy to be kept with the delivery driver during the delivery. The manifest must be signed by the consumer and returned to the warehouse for record keeping, and will serve as written documentation of the completion of the delivery. The manifest shall be maintained in the vehicle during the entirety of the transportation process, until all deliveries are completed, then returned to the warehouse for record keeping. CGPD will retain all delivery manifests for no less than one year and make them available to the CCC at any time. f. The manifest will include:
    - i. Community Growth Partners Delivery, Inc, address and our license number
    - ii. The names and agent numbers of the Marijuana Establishment Agents (Delivery Drivers) performing the delivery
    - iii. The Customer's name and address
    - iv. A description of the Finished Marijuana Products being transported, including the weight and form or type of product
    - v. Signature lines for the agents who delivered the products

- vi. A signature line for the Customer who receives the marijuana
- vii. The Vehicle Make, Model & License Plate Number of the vehicle that completed the delivery

**Community Growth Partners Delivery, Inc.**

Delivery Operator Application

Personnel Policies

## **Personnel Policies and Background Checks**

Community Growth Partners Delivery, Inc. (CGPD) policies and procedures will follow standard best practices that contribute to a safe and friendly work environment. CGPD will follow a detailed staffing plan to pre-screen all employees in compliance with regulations set forth by the Cannabis Control Commission. All employees will be registered with the Commission and will obtain their agent card prior to employee onboarding.

Following hire, all employees will undergo training and will be provided with an Employee Handbook that contains detailed information about the policies and procedures of the company, CCC rules and regulations, as well as benefits and opportunities available to employees.

CGPD intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance to all full-time employees. Exact compensation and benefits plans and packages are in the process of being developed, though we can confirm that the starting wage for hourly employees will be \$15 per hour. It is CGPD's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations. Such increases in pay are considered merit adjustments which are not guaranteed and may vary in timing and degree from employee to employee.

### **Personnel Records**

CGPD will maintain confidential personnel records for all employees. These files will include, but are not limited to:

- Employee job description that includes job title, explanation of role, scope of work any supervisor or manager being reported to, any direct reports or other staff under employee's authority, any secure access or elevated rights held by employee or required by role, and any other qualifications or pertinent information regarding the role or employment
- A record of employee's background check and CORI reports
- A record of employee's notarized acknowledgement and attestation form, as well as any other materials submitted during CCC agent card registration
- A record and verification of references and any pertinent information for reference checks
- Any other forms or documented deemed necessary by the CCC

### **Training**

All CGPD delivery agents will undergo extensive training via a 2-week training program to ensure that agents are fully prepared to engage delivery operations with a complete understanding of the safety, compliance and procedural requirements that will make them successful in their role. Training will consist of a mix of in-person sessions, practice sessions to focus on specific scenarios and troubleshooting, Q&A sessions to address feedback from trainees, and testing materials to

Training documentation and materials will include, but are not limited to:

- Consumer engagement policies and procedures

- Proper cash handling procedures
- Cannabis consumer knowledge and training
- Logistics and transportation training
- Software training
- Privacy and confidentiality training
- Compliance training
- Inventory management and fulfillment training
- Security training
- Incident response training
- Any other training deemed necessary by the CCC

In addition to in-house training, all employees will be required to attend and complete a Responsible Training Program provided by a vendor that is compliant and recognized by the CCC. All employees should receive certificates upon completion of RVT training and this notice of completion will be included in the employee's file with other pertinent documents and employee materials.

At the conclusion of training, employees will review and sign a statement to verify the veracity of their training, the date, time and location of training, the documentation used and topics covered during training, as well as the names and titles of the presenters that provided training to the employee. The signed statement will be added to the employee file for proper documentation and retention.

### **Employee Handbook**

CGPD leaders and staff will cultivate a culture of compliance across all Massachusetts operations. In addition to our comprehensive employee training program, the Employee Handbook also offers a clear description of all company personnel policies, including but not limited to:

- Rules of conduct
- Equal-opportunity employment
- Code of ethics
- Confidentiality
- Conflicts of interest
- Open door policy
- Social media policy
- Policies to ensure an alcohol-free, drug-free, smoke-free workplace
- Policies against discrimination and harassment
- Policies regarding professionalism,
- Disciplinary actions
- Zero tolerance policies
- Uniform, dress code, personal appearance and hygiene policies
- Policies to protect whistle-blowers and to prevent retaliation
- Reasonable workplace accommodations policies
- Emergency procedures
- Definition of roles and responsibilities
- Agent card and ID badge requirements
- Description and explanation of organization chart, structure and chains of authority
- Time tracking, attendance and time-off policies
- Performance evaluation policies
- Promotions and transfer policies
- Policies regarding employee compensation, benefits, employee plans, payroll services, workers

compensation, and employee changes or termination.

- Policies regarding the diversion of marijuana and the immediate and involuntary termination and dismissal of individuals engaged in the diversion of marijuana
- Policies regarding dangerous and/or unsafe practices and the immediate and involuntary termination and dismissal of individuals engaged in dangerous and/or unsafe practices
- Policies regarding conviction or guilty plea for a felony charge of distribution of a drug to a minor and the immediate and involuntary termination and dismissal of individuals convicted or otherwise plead guilty for a felony charge of distribution of a drug to a minor

## **Background Check Policy**

All applicants and volunteers are required to submit a background check prior to consideration for employment. A level 2 background check requires the submission of information into an electronic database for criminal history in county, state and federal records. Criminal records from any of those sources will contain the following if applicable:

- Arrests
- Convictions of felonies and misdemeanors
- Court records (dockets, judgments, etc.)
- Warrants
- Sex offenses
- Incarceration records

It is the policy of CGPD that applicants have certain credentials and criminal and other background information verified as a condition of employment, contract, engagement, association or other relationship with the Company. It is the policy of CGPD that employees may have their criminal and other background information verified at any time during the term of their association with CGPD as a condition of continued engagement.

It is important that CGPD is supported by qualified individuals, with a safe and secure environment for all stakeholders and employees. CGPD will continue to take meaningful actions to protect its funds, property and other assets. This policy is intended to support the verification of credentials, criminal history, credit status and other information related to employment decisions that assist the Company in meeting its commitments.

## **Written Consent Form**

Each person in, or applying for, a position at CGPD will sign a written consent form to undergo a criminal background check. CGPD will pay all applicable fees for conducting the background check. Further, once any individual has accepted a position with CGPD they will sign a written consent form agreeing to continuous background screening at random for the duration of employment.

## **Chief Operations Officer HRM Responsibilities**

The Chief Operations Officer will oversee the function of human resource management (HRM) and will review the applicant's employment application form including the criminal history disclosure statement prior to making

an offer of employment. All offers of employment, engagement or association, oral and written, shall include the following statement “This offer is contingent on the Company’s verification of credentials and other information required by state law and company policies, including the completion of a criminal history check.” It is required that this verification be completed before making an offer of employment to any individual.

### **Results of a Criminal History Check**

If the criminal history check indicates that there are no convictions, the hiring department may inform the applicant that the employment offer is confirmed. If the criminal history check indicates that there are convictions, the Chief Operations Officer will provide a copy of the report to the individual. (All related information will be treated as confidential, and protected as such.)

If the criminal history check reveals convictions which the individual disclosed in the application, the Delivery Manager will review the report with the Chief Operations Officer. Jointly, they will evaluate each conviction, including any additional information that the individual provides, before the offer of employment, engagement or association is confirmed or withdrawn.

The existence of a conviction does not automatically disqualify an individual from employment. Relevant considerations may include, but are not limited to, the nature and number of the convictions, their dates, and the relationship that a conviction has to the duties and responsibilities of the position. Except that no offer of employment, engagement, or association may be provided to anyone who has:

1. A felony conviction;
2. A conviction for a crime involving violence;
3. A conviction for a crime involving a firearm;
4. A conviction for a crime involving theft, or business or commercial fraud; or
5. Any other background history that the Commission may find would pose a risk to the health, safety, or welfare of the public considering the nature of the offense, the time elapsed since the offense occurred, and evidence of rehabilitation as determined by the Director of Compliance.

Any decision to accept or reject an individual with a conviction is solely at the discretion of CGPD. If unreported convictions are revealed in any subsequent criminal history check, the offer of employment, engagement or association will be withdrawn and, if employed, the individual will be separated from employment or engagement, unless the individual shows that the report is in error. In the event that the results of the background check influences a decision to withdraw an offer or separate employment, engagement, or association, the Chief Operations Officer will inform the applicant.

### **Equal Employment Opportunity Policy**

It is CGPD policy to assure equal employment opportunity to all qualified employees and applicants by prohibiting discrimination because of race, color, religion, sex, pregnancy, national origin, age, disability, sexual orientation, gender identity, veteran or military status, or any other characteristic protected by law. This practice applies to all terms, conditions and privileges of employment including hiring, transfer, compensation, layoffs, promotions, training, benefits, termination and retirement. It is CGPD policy to provide accommodations for all employees that require assistance in performing job duties, with or without reasonable accommodation.

We do not tolerate conduct, in verbal, physical, graphic or other form, by any employee, vendor or customer, that threatens, harasses, disrupts, or interferes with a CGPD employee’s work environment by creating an

illegally intimidating or offensive atmosphere. This includes epithets, slurs, stereotyping, or hostile acts relating to race, color, religion, sex, pregnancy, national origin, age, disability, sexual orientation, gender identity, veteran or military status, or any other characteristic protected by law. Any behavior towards anyone in violation of this policy should be reported immediately to your direct supervisor or the Chief Commercial Officer. All employees are subject to this policy. Individuals who violate this policy are subject to discipline ranging from a warning up to and including discharge or other appropriate sanction.

CGPD wishes to emphasize to all employees our belief in Equal Employment Opportunity. The cooperation and participation of each employee is essential to the achievement of our objective.

**Community Growth Partners Delivery, Inc.**  
Delivery Operator Application  
Maintaining of Financial Records

Community Growth Partners Delivery, Inc. (CGPD) is committed to the transparency of accounting data and adhering to Generally Accepted Accounting Principles (GAAP) in financial reporting. To achieve this goal, the company employed a qualified Chief Financial Officer and accountant to manage company financial information and reporting. All financial records will be maintained on secure, internal computer networks and be duplicated using the electronic records backup system, ensuring CGPD will never experience a catastrophic loss of financial data.

Although interstate banks and large corporate banks are much more scrupulous in allowing bank accounts to cannabis businesses, we understand that several credit unions and banks that deal with only Massachusetts commerce have expressed interest in expanding financial services to fledgling cannabis organizations. We will open business accounts with one of the many compliant Massachusetts banks that are currently accepting deposits from licensed cannabis operators. Our retail operations in Great Barrington have seen success with GFA Credit Union to date.

The business history expressed by the executive team of CGPD will provide these local financial institutions with the confidence necessary to provide substantial financial backing for the company. The credibility of CGPD will be maintained through diligent business practices and the company will ensure all business transactions and financial dealings are transparent and made available to lenders and creditors of financial institutions, as well as requests from law enforcement officers and the Commission. CGPD will maintain business records that will include assets and liabilities, monetary transactions, books of accounts, sales records, and salary and wages paid to each employee as required by 935 CMR 500.101(2) and 500.105(9).

### **Operational Plan**

CGPD's Chief Financial Officer and accountant will maintain all financial records, plans, processes, budget reviews, sales forecasting, cost monitoring, and day-to-day accounting and bookkeeping functions. The accountant will have the daily accounting responsibilities of reconciling all sales/delivery transactions and recording inventory procurements with vendors; weekly responsibilities of cash and inventory counts, payroll, assessing weekly performance of sales and costs; and monthly responsibilities of closing the books, financial reporting (sales, inventory, and other metrics), revising forecasts, and cash flow forecasting. All records and receipts must account for all transactions conducted by the business including but not limited to:

- Quarterly POS sales transaction reports and receipts for tax payments.
- Accounts Payable and Accounts Receivable Logs.
- Annual Financial Statements and Audit Reports.
- Bank Statements, Reconciliations & Deposit slips including CTR (Cash Transaction Report) attached for each transaction.
- Cancelled Checks including any debt or loan repayments.
- General Ledger and Interim Financial Statements.
- Hardcopy logs of the daily sales or transactions summary of all cannabis and cannabis products including digital POS print outs for reference of transaction identification.
- Receipts for all items purchased including raw materials.
- Monetary donation contributions.
- Copies of all tax filings for sales to government entities.
- Payroll records for all wages paid to each employee including contracts for services performed and

issued an IRS 1099 form.

CGPD will be utilizing Blaze for point-of-sale transactions and delivery functions. Blaze is a state of the art platform that has been built specifically for the cannabis industry. This software reduces transaction times and increases the speed at which you can get customers through the doors. Blaze will be integrated with QuickBooks and METRC to monitor every aspect of the business and maintain all necessary audit and compliance procedures with accounting and financial records. The POS system will track all sales/deliveries, inventory, and taxes as well as bulk inventory and lifetime inventory activities.

Currently, our retail operations have experienced great success with Blaze. During our due diligence period, we found Blaze to be most cohesive to our future expansion plans because of a delivery plug-in on the technology platform. This will allow CGPD to easily monitor delivery orders in coordination with OnFleet Delivery IT, to allow for safe delivery of cannabis products to consumers at their residences.

Payments to vendors for inventory purchases will be evidenced by documenting the sales transaction with a receipt. Additionally, payments in cash will be evidenced by multiple signatures on the supporting documentation by a company representative and the Delivery Manager. As with any record that is documented at the delivery establishment, the original cash receipt/invoice will be filed appropriately in CGPD's secure cloud-based POS system.

Interfacing the accounting and seed-to-sale tracking systems will allow CGPD to conduct timely record keeping to track all sales recording cash transactions and document costs of goods sold (COGS). The CFO will identify all direct and indirect product costs that will be calculated and recorded for auditing. All POS records will be maintained on site by the accountant and be made accessible via secure internet connection. CGPD will record in its POS all customer payments that are received and all payments made to vendors and contractors. Details to be recorded include name, phone number, address, time, date, payment amount, payment type, delivery type and balance due. CGPD plans to accept payments in the form of cash and debit card which will be held with a selected bank. All bank statements will be retained in hardcopy and filed by the accountant to verify all incoming and outgoing transactions. The signed invoice and manifest will be maintained in the POS system to identify each sales transaction. The physical signed copy of the transport manifest serves as a receipt and official record and is reconciled by checking the POS daily.

CGPD's accountant in coordination with the CFO will ensure the proper collection of sales and excise tax on all cannabis and cannabis products. The CFO will oversee that POS system in use and METRC accurately captures and reports all excise taxes collected and due. CGPD will submit quarterly financial audit statements in a format approved by the Commission. Annually, CGPD shall submit an audit including the same information, compiled and certified by an auditor or certified public accountant. Both such quarterly and annual submissions shall be in a format approved by the Commission.

June 21, 2019

To Whom It May Concern:

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

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

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

We also understand that we may be eligible for donations through their donation match program, and we are willing to accept any donations from CGP and/or their employees.

Thank you.



Christine Judd  
Director, Roca Springfield & Holyoke

Community Growth Partners Delivery, Inc.  
20 Ladd Avenue  
Northampton, MA 01062

November 30, 2021

Dear Community Partner,

This letter is to confirm that your non-profit organization has established plans with our team and is willing to accept donations from Community Growth Partners Delivery, Inc.

Additionally, Community Growth Partners Delivery, Inc. has established plans with your non-profit organization to work with your organization through volunteer opportunities. This letter serves to confirm this volunteer partnership agreement.

Thank you,

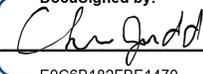
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Community Growth Partners Delivery, Inc.

Name: Marcus Williams

Date: 11/29/2021

Roca Inc

DocuSigned by:  
  
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Name: Chris Judd

Date: 12/1/2021

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**Community Growth Partners Delivery, Inc.**  
**Delivery Operator License**  
**Diversity & Inclusion Plan**

**Introduction**

Community Growth Partners Delivery, Inc. (“CGPD”) recognizes that diversity and inclusion should be incorporated into the management and top-down company attitude, in order to promote a work environment that connects employees to the company, fosters communication, fairness, and flexibility, and enables all individuals to realize their full potential. By pairing diversity goals and policies with inclusion values and strategies, we believe we will position our company and workforce for success through employee job satisfaction, high employee retention, and an overall greater quality of life for the members of our team.

One of our goals is to ensure that diverse participants and groups are accorded equality of opportunity. In addition, it is our goal to reduce barriers and recruit employees entering the adult-use cannabis industry by identifying non-profit partners, communities, and organizations that work with veterans, women, minorities, people with disabilities and LGBTQIA+ individuals (collectively, “Disenfranchised Populations”).

**Diversity Goals**

CGPD is committed to hiring a diverse and representative workforce and to be a generational wealth accelerator for those individuals who are employed by our company.

- **Goal 1:** Establishing a diverse ownership and management team that exceeds 75% Disenfranchised Population make-up and accounts for at least 51% equity ownership across Massachusetts-based CGPD operations
- **Goal 2:** Facilitate recruiting and hiring practices that ensure individuals from Disenfranchised Populations represent over 75% of all employees
- **Goal 3:** Cultivate diversity among suppliers, vendors, and service providers

**Diversity Program**

Our goal of diversity and inclusion will be achieved through cultivating a company culture that values and enables collaboration, flexibility, and fairness to ensure individuals realize their full professional potential, and maintain long-term employee retention and satisfaction. The accountability and sustainability of CGPD’s Diversity & Inclusion plan will be established by developing structures and strategies that equip leaders with the ability to manage diversity, be accountable, measure results, refine approaches on the basis of data, and cultivate a company culture of inclusion. CGPD commits that at least 51% of the company’s equity will be owned by members of Disenfranchised Populations.

***Targeted Recruiting & Hiring***

Our Human Resources recruiting and outreach personnel will conduct targeted outreach to Disenfranchised

Populations. CGPD will attend, at a minimum, one job fair at the Cannabis Career Fair through the Holyoke Community College. We will also seek to partner with local community organizations to help us reach our diversity goals, such as ROCA to help with hiring. For example, we will collaborate with ROCA to help us create our training programs (which it currently does for other local organizations), and to create a hiring pipeline (see attached letter).

CGPD's company-wide minimum wage is \$15 per hour, which is above the single living wage in Hampshire County. At our Northampton Delivery location, we will add up to 6 per diem positions, and four salaried positions including full benefits. We are committed to at least 75% of the salaried positions going to members of Disenfranchised Populations.

### ***Diversity among Suppliers***

CGPD will seek out and encourage contracts with minority-owned, women-owned, and veteran-owned companies as an integral part of CGPD business operations. Using our Community Resource List, we will establish productive partner relationships with local businesses to supply the goods and services we need. These relationships will also provide us with valuable insights to help us develop our local operations and our plan to address unmet needs in the community. CGPD plans to contract at least 25% diverse vendors and suppliers, especially those from disenfranchised communities.

### ***Diverse Brand Development & Support***

CGPD is committed to supporting diverse partners with the continued development of their existing brands by providing marketing and communications support, delivery "retail" space, product and manufacturing services, and other technical support needed to help successfully launch these brands into the legal recreational market.

### ***Dedicated Shelf Space for Local Minority & Women Owned Businesses***

We are committed to dedicating 20% of our delivery shelf space to locally operated minority & women owned businesses that are creating products aligned with our brand mission and values. CGPD believes that a successful and inclusive cannabis industry is one which creates equitable opportunity. By reserving 20% shelf space and promoting these brands through specialized marketing programs, CGPD hopes to boost success while inspiring other retail and delivery brands to mirror these efforts.

### ***Consumer Education Workshops***

Both the consumers and products of the cannabis industry are constantly changing. CGPD believes that it is important to educate consumers on the myriad of products and their uses, and to address any safety issues or concerns. We will host monthly workshops on different products and best practices for cannabis consumption. We hope to also invite local leaders that have been underrepresented in the cannabis space, providing a platform for minority, disabled, veteran, and women leaders to present and promote their cannabis-related work. We believe these conversations are important to eliminate the negative stigma of cannabis and to increase awareness.

CGPD plans to host our community education workshops in Holyoke and Springfield and in our host community, Northampton. We will work with our partners Roca and Holyoke Community College to host free quarterly cannabis education workshops for the public. We plan to host up to 25 participants in each workshop and will advertise these workshops through our community and retail partners, social media and local paper advertisements. Our topic, Safe Cannabis Consumption & Basic Cannabis Knowledge, will offer a one hour workshop followed by networking, questions and interview prep for participants looking to enter the cannabis industry.

### **Diversity Measurement**

The Chief Operating Officer (“COO”) will be responsible for the execution, management and tracking of the CGPD’s Diversity Plan. The COO will compile information describing CGPD’s progress toward its diversity goals (“Diversity Summary”) and CGPD will release that information within 45 days of its annual report.

**Recruiting and Hiring:** We will implement strategic recruitment and outreach through our Human Resources department and all directors and managers.

- HR will ensure that over 75% of hires will identify as a member of one or more Disenfranchised Populations (minorities, women, veterans, people with disabilities, and people of all sexual identities and orientations), including over 51% of executive management positions, and 75% of salaried retail positions. CGPD shall hire the following from the identified demographics:
  - 30% Women;
  - 30% Minorities;
  - 10% veterans;
  - 20% LGBTQ+ ; and
  - 10% persons with disabilities

CGPD is eager to expand operations into Hampshire County, which offers increased opportunity for a diverse workforce. Each percentage was carefully decided after reviewing workforce data from CGPD’s sister company, Community Growth Partners Great Barrington Operations, LLC (Rebelle). Rebelle consistently maintains a 75% + diverse workforce in Great Barrington, despite many challenges. Rebelle is located in Berkshire County; the Census Bureau reports a 91.8% white population, 11.6% persons with disabilities and 51.7% women. CGPD’s location in Northampton provides access to a community rich with diversity; plus proximity to communities designated as areas of disproportionate impact like Holyoke and Springfield (Hampden County). Hampden County presents a slightly different demographic breakdown than Berkshire County; the US Census Bureau reports Springfield and Holyoke as 31.2% and 41.3% white (not Hispanic or Lation).

- Executive management training will emphasize diversity, equity and inclusion best practices in recruitment outreach strategies as well as workplace operations
- HR will track data and measure the percentage of employees excluding retirees, who leave the company, based on a one-year rolling average. In addition, CGPD will strive to make progress on this measure for each demographic group, consistent with the overall average for each group

CGPD will report annually to the Commission on the outcomes of these measures, specifically including:

- Community partnerships that were created for the assistance of our targeted hiring plan
- The number of individuals from Disenfranchised Populations that were hired, retained and promoted
- New positions created

**Consumer Education Workshops:** We will measure the diversity of leaders/speakers and presenters as it relates to their race, disability status, sexual orientation, and/or veteran status. We will measure the numbers of consumer education workshops hosted within disproportionately impacted communities. We will measure the number of participants in each workshop; including those engaged in interview preparation for cannabis industry entry.

**Diverse Brand Development:** CGPD will annually report on the progress of our supported diverse brands, including the equivalent financial contribution for business development activities, the value of shared marketing and manufacturing resources, and a sales report on the guaranteed 5% shelf space per brand.

**Outreach to Diverse Suppliers & Shelf Space:** We have placed a priority on developing a diverse supplier network through the following activities. CGPD plans to contract at least 25% diverse vendors and suppliers, especially those from disenfranchised communities. CGPD shall contract diverse vendors the following from the identified demographics:

- 5% Women;
- 5% Minorities;
- 5% veterans;
- 5% LGBTQ+ ; and
- 5% persons with disabilities

- Identify and attend area business supplier trade shows
- Train directors and managers on sourcing diverse suppliers
- Establish monthly diversity outreach activity goals for directors and managers
- Attain yearly benchmark of 25% in diverse suppliers/B2B contracts (with subsequent improvement goals TBD)

- Measure the number of women suppliers, vendors, and service providers
- Measure the number of minority suppliers , vendors and service providers
- Measure the percentage of shelf space held by minority & women owned merchandise

CGPD will report on the diversity of our suppliers annually, and will include updated improvement goals as they are designed. This information will be included in the COO's annual Diversity Summary.

CGPD acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.