



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282541  
Original Issued Date: 10/15/2020  
Issued Date: 10/15/2020  
Expiration Date: 10/15/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Grow Rite, LLC

Phone Number: 732-236-4306 Email Address: jonkimnj@gmail.com

Business Address 1: 162 Milford St.

Business Address 2:

Business City: Upton

Business State: MA

Business Zip Code: 01568

Mailing Address 1: 9 Freeland St

Mailing Address 2: UNIT 1 L

Mailing City: Worcester

Mailing State: MA

Mailing Zip Code: 01603

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role: CEO

First Name: Jon

Last Name: Kim

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity: Korean

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 162 Milford St

Establishment Address 2:

Establishment City: Upton

Establishment Zip Code: 01568

Approximate square footage of the Establishment: 3500

How many abutters does this property have?: 11

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

Cultivation Tier:

Cultivation Environment:

#### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet    Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA_CCC_Certification.pdf	pdf	5e683f8efd7e6446b62a5d81	03/10/2020
Community Outreach Meeting Documentation	Community Meeting Attestation Form.pdf	pdf	5eb42eb7504715348b1e1163	05/07/2020
Community Outreach Meeting Documentation	Attachment_C_abutters_list.pdf	pdf	5eb42f3cf16b5934c5919fea	05/07/2020
Community Outreach Meeting Documentation	Attachment_C_CommunityOutreachMeeting_Confirm.pdf	pdf	5eb451300f6f0d34840b2a89	05/07/2020
Community Outreach Meeting Documentation	Attachment A.jpg	jpeg	5f1f670bc124977059ce824f	07/27/2020

Outreach Meeting Documentation					
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5f1f671dcb97e3700c535e56	07/27/2020	
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5f1f6c1954fcae70383aa327	07/27/2020	
Plan to Remain Compliant with Local Zoning	Fully Executed Plan to Remain Compliant with Local Zoning - Grow Ritev2.pdf	pdf	5f207f385272ec7447e7b73a	07/28/2020	

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Pledging Offer Acceptance.pdf	pdf	5f34494f24445b68a61febcc	08/12/2020
Plan for Positive Impact	Plan_Positive_Impact.pdf	pdf	5f3c45ea9438190840924196	08/18/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: CEO  
First Name: Jon Last Name: Kim Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Grow Rite Certificate of Organization.pdf	pdf	5eb434d55c6c422d41afab13	05/07/2020
Bylaws	LLC-Operating_Agreement.pdf	pdf	5eb436635fa02a2d3651c6b0	05/07/2020
Department of Revenue - Certificate of Good standing	Certification_Of_Good_Standing_DOR.pdf	pdf	5eb4592a0e32c52d2bdd0cc0	05/07/2020
Secretary of Commonwealth - Certificate of Good Standing	CertificateOfGoodStanding_Commonwealth.pdf	pdf	5eb9afae5f1314349d5f874e	05/11/2020
Department of Revenue - Certificate of Good standing	Unemployment_Attestation_DOR.pdf	pdf	5ebc2c0e5f1314349d5f8c7e	05/13/2020

No documents uploaded

Massachusetts Business Identification Number: 001364950

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	GrowRite_Presentation.pdf	pdf	5e174bb9ef24345344e51233	01/09/2020
Plan for Liability Insurance	certificate_of_insurance.pdf	pdf	5e174c8f0557385733b43c12	01/09/2020
Proposed Timeline	ProposedTimeLine.pdf	pdf	5f1f7d8e9adff6745ddd6759	07/27/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	Financial_Record_Maintaining.pdf	pdf	5ec42288ce51fd2d12e5e512	05/19/2020
Personnel policies including background checks	Personnel_Policies_Background_Check.pdf	pdf	5ec42a5ecb1edf34af2def67	05/19/2020
Quality control and testing	Quality_Control_Testing_Plan.pdf	pdf	5ec4578c0f6f0d34840b460f	05/19/2020
Record Keeping procedures	RecordKeeping_Plan.pdf	pdf	5ec45acfce51fd2d12e5e5cb	05/19/2020
Restricting Access to age 21 and older	Age_Restriction_Plan_21.pdf	pdf	5ec45cfbddd8c72d5360baea	05/19/2020
Storage of marijuana	Storage_Plan.pdf	pdf	5ec48533502f482d48990d55	05/19/2020
Prevention of diversion	Prevention_Diversion_Plan.pdf	pdf	5ec4854bf16b5934c591bc95	05/19/2020
Transportation of marijuana	Transportation_Plan.pdf	pdf	5ec487e4cb1edf34af2df02e	05/19/2020
Dispensing procedures	Plan_Dispensing.pdf	pdf	5ec6c4f31cd17834bad63d62	05/21/2020
Security plan	Security_Plan_07272020.pdf	pdf	5f1f8c8344827474644eadaa	07/27/2020
Inventory procedures	Inventory_Plan.pdf	pdf	5f1f8d778767bb7013cb1f63	07/27/2020
Qualifications and training	Qualifications_training.pdf	pdf	5f1fb8b01f0df7704a5e1630	07/28/2020
Policies and Procedures for cultivating.	Cultivation_Plan.pdf	pdf	5f2211518767bb7013cb2482	07/29/2020
Diversity plan	Plan_Diversity_Plan.pdf	pdf	5f3c46224fa1b607d3b60143	08/18/2020

### ATTESTATIONS

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

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



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

I Agree

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

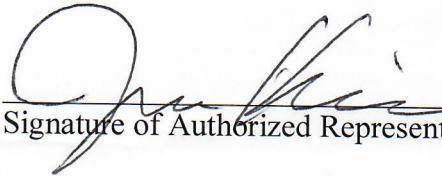
Monday From: 10:00 AM	Monday To: 6:00 PM
Tuesday From: 10:00 AM	Tuesday To: 6:00 PM
Wednesday From: 10:00 AM	Wednesday To: 6:00 PM
Thursday From: 10:00 AM	Thursday To: 6:00 PM
Friday From: 10:00 AM	Friday To: 6:00 PM
Saturday From: 10:00 AM	Saturday To: 6:00 PM
Sunday From: Closed	Sunday To: Closed

## Host Community Agreement Certification Form

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

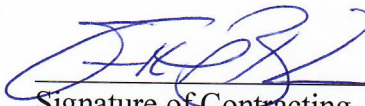
### Applicant

I, Jon Kim, (insert name) certify as an authorized representative of Grow Rite, LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Upton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 12/31/2019 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Derek Brindisi, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Upton (insert name of host community) to certify that the applicant and Town of Upton (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 3 DEC 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

# 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): 

10/24/2019
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:

Grow Rite, LLC

Name of applicant's authorized representative:

Jon Kim

Signature of applicant's authorized representative:

Jon Kim

**Upton  
Abutters List**

**Subject Parcel ID: 025-061**

ParcelID	Location	Subject Property Location: Owner	162 Milford St Co-Owner	Mailing Address	City	State	Zip
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*Patriot Properties*

06/26/2019  
10:46:07AM

**Upton**

**Abutters List**

**Filter Used:**

DataProperty.ParcelID = '025-061' OR DataProperty.ParcelID = '026-007' OR DataProperty.ParcelID = '025-061.01' OR DataProperty.ParcelID = '0

300' Planning Board

**Upton  
Abutters List**

**Subject Parcel ID: 025-061**

**ParcelID**

**Location**

**Subject Property Location: 162 Milford St**  
**Owner**

**Co-Owner**

**Mailing Address**

**City**

**State Zip**

025-044 167 MILFORD ST  
025-045 161 MILFORD ST  
025-046 159 MILFORD ST  
025-047.01 145 MILFORD ST  
025-047.02 147 MILFORD ST  
025-057c/w 58&26-7 10 GABLE ST  
025-058.01 146 MILFORD ST  
025-059 152 MILFORD ST  
025-059.01 156 MILFORD ST  
025-061 162 MILFORD ST  
025-061.01 164 MILFORD ST

JU'S CREAMERY INC  
MAKEPAR CORPORATION  
FOX 4 PAINTBALL LLC  
BETTI PAGE E  
JREIJ ABRAHAM  
KELLY FAMILY REALTY LLC  
KELLY FAMILY REALTY LLC  
PURCELL GLEN R & DEBORAH N  
DICARLO JOHN TRUSTEE  
THE 162 MILFORD STREET REALT  
CONSIGLI ALFRED P  
C/O JOHN GORMAN  
C/O MARK RIZOLI  
56 SCHOOL ST  
90 ADIN ST  
159 MILFORD ST  
145 MILFORD ST  
147 MILFORD ST  
10 GABLE ST  
10 GABLE ST  
152 MILFORD TRUST  
EBJ REALTY TRUST  
MOTUZAS ROBERT G & PAT  
18 CHRISTINA RD  
164 MILFORD ST

UPTON MA 01568  
HOPEDALE MA 01747  
UPTON MA 01568  
UPTON MA 01568  
UPTON MA 01568  
UPTON MA 01568  
UPTON MA 01568  
UPTON MA 01568  
HOPKINTON MA 01748-2004  
MILFORD MA 01757  
UPTON MA 01568

**CERTIFIED REPORT**



Grow Rite, LLC  
162 Milford St.  
Upton, MA. 01568

To Residents of Town of Upton by Abutters List  
Date: 10/3/2019  
Re: Marijuana Cultivation Facility

### **NOTICE OF COMMUNITY OUTREACH MEETING – GROW RITE, LLC**

Notice is hereby given that Grow Rite, LLC will hold a Community Outreach Meeting on October 24th, 2019 at Upton Town Hall Room 203 at 7 PM to discuss the proposed siting of a Marijuana Cultivation Facility at 162 Milford St. Upton, MA. 01568 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

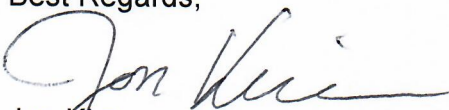
Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Marijuana Cultivation Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from Grow Rite LLC's representatives about the proposed facility and operations.

A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Best Regards,



Jon Kim  
CEO  
Grow Rite, LLC



# Upton's Fire Department Serving for 180 Years

*By Michelle Sanford  
Staff Reporter*

Walking into the Upton Fire Station, it's easy to tell, current and past members of the Department are proudly steeped in their own history. Much of the Church St. station's interior is like a museum filled with memorabilia and artifacts, paying tribute to those who have helped provide fire services to the community for the last 180 years.

Although the first mention of fire services on record actually took place in Upton in 1751, it was in April 1839 that Upton's Fire Department was officially established during a town meeting vote. "Each member had to provide their own bucket," said Upton Lt./EMT and unofficial Department historian Zachary Ward.

Back in those days, members of the Department were alerted by church bells if there was a fire, met at a designated location with their buckets, and formed a brigade to fight the fire utilizing a hand pumper wagon.

It was nearly 160 years ago that an acquisition was made, that today sits in the Station's front lobby and continues to honor the Fire Department's legacy. In 1860, the town voted to replace the Old No. 1 apparatus and purchased a hand pumper wagon from Boston Fire Department's Engine 16. The Hunneman Handtub was constructed in 1846 and ultimately became Upton's Niagara No. 2, serving Upton until 1900. Now refurbished, the Niagara is housed in the entrance of the Fire Station for visitors to view.

Likewise, a display case in the lobby is filled with multiple artifacts from the Department's past including photos, helmets, lanterns, and even a box full of black and white marbles. "That's how they voted in members of the Fire Department," explained Ward. "If you received all white marbles you were in; if you received a black marble, it was a no. That's where the term black balled came from." The marble system was used up until the 1960s.



*The Niagara, a hand pump used by firefighters for 40 years in the late 1800s, is on display in the entry way of Upton's Fire Station part of the many artifacts showcasing the Department's history.*

Also in the lobby hangs a portrait of Lt. Orrin Francis, the Department's only official line of duty death in 1967. Photos of Upton's Fire personnel are filled throughout the station and continue to be reminder of all the men and women who have proudly served the town and how much has changed. In addition, former Upton EMT, Heidi Shultz, painted a mural on a fire station wall depicting the fire that destroyed the Hotel Pleasant in 1920.

According to Ward, the town has a history of being proactive when it comes to the public's safety. Upton has had its own ambulance since 1941. "That's extremely early to have that service; very few towns did," he explained.

Upton Fire Chief Mark DiFranzo says for a small town to provide fire safety services that long ago speaks very highly of the community. "It just blows my mind," he said. "I served in Dudley and they didn't have a fire department until 1961. It's amazing that for a town of this size, now and more than 180 years ago, public safety has always been a priority."

### The Upton Center

The Upton Center is open Monday through Friday 9 a.m. to 3 p.m. Staff is available by phone from 8 a.m. to 4 p.m. Activities are subject to change. Please call 508-529-4558 with any questions.

#### Friday, October 18

BVT Salon Visit, Depart 8:45 a.m. for 9 a.m. Appts.  
SHINE Appointments, 9 a.m. to 12 p.m.  
Trip to Franklin Farmer's Market, 12:30 p.m.  
Men's Club Supper, 5:30 p.m.

#### Monday, October 21

Mindfulness & Meditation w/Robin, 10 a.m.

#### Tuesday, October 22

Shopping Trip to Market Basket, Hudson, 9:15 a.m.  
Ice Cream Social with Fun & Games, 12:30 p.m.

#### Wednesday, October 23

Lunch Trip to TJ's in Ashland, 12 p.m. Departure

#### Friday, October 25

Birthday Bash, 12:45 p.m.

#### Monday, October 28

Shopping Trip to Shaw's, CVS, Job Lots, Northbridge, 9:15 a.m.  
Halloween Spooky Social with Music by Gary Landgren, 12:30 p.m.

#### Wednesday, October 30

Shopping Trip to Walmart, Northbridge, 12:30 p.m.  
Blood Pressure Checks with the Town Nurse, 12:30 p.m.

#### Thursday, October 31

Trunk or Treating Event at United Parish, Depart at 5:15 p.m. Return Approximately 8 p.m.

#### Monday

Tai Chi, 1 p.m.

#### Tuesday

Card Players Group, 10 a.m.

#### Wednesday

Computer Class, 9 a.m.  
Strength and Stretch, 10 a.m.  
Library Table, 11 a.m.  
Canasta, 12:30 p.m.

#### Thursday

Knit and Crochet Group, 10 a.m.  
Bingo, 1 p.m.

#### Friday

Strength and Stretch, 10 a.m.

## Boy Scout Troop 132 - Annual Wreath Sale

Upton Boy Scout Troop 132 is kicking off the holiday season with its annual holiday wreath sale. Boy Scouts will be going door-to-door the week of November 10 to take wreath orders from Upton residents. Delivery will be on Saturday, November 30, starting at 9 a.m. Wreaths will also be available for sale on the Upton Town Common on November 30 from 9 a.m. to 2 p.m. The large balsam wreaths include a deep red weather resistant velvet bow and cost \$15 each. This is the Troop's one major fundraiser for the year with the money helping support the costs of running the Troop, purchasing new equipment and funding trips. To learn more about scouting or to place to order a wreath online, visit Troop132Upton.org.

For any additional information, please email UptonScouting@gmail.com. Upton Boy Scout Troop 132 thanks all for their support.

## Electronic Voting and Citizen's Petitions on Upton November Warrant

*By Michelle Sanford  
Staff Reporter*

During an October 1 meeting, the Upton Board of Selectmen reviewed and debated a number of articles on a draft copy of the November 5 Special Town Meeting warrant. The most updated copy of the draft document, as of October 10, shows 21 articles on the warrant, several of which involve the downtown revitalization project, electronic voting, and two citizen's petitions.

One of the articles on the draft warrant asks residents whether or not they would like to move forward with electronic voting during town meetings.

The Electronic Voting Committee was formed by the Selectmen approximately six months ago and charged with investigating the pros and cons of electronic voting.

By a majority vote, the Committee found electronic voting would be beneficial to the town. "In short, we found the merits of electronic voting are efficient, precise, and an equitable method to collect a private vote," said Committee member Michelle Antinarelli to the Selectmen during a September meeting. Still, all agreed the matter should be up to voters. The article will amend the general bylaws with wording that states when an article is put forward, "the vote shall be counted by electronic voting technology, if available. If electronic voting technology is not available, then the Moderator shall call for a voice vote."

Several articles on the draft warrant involve the downtown revitalization project. One is to purchase the 6 Main St. property for \$195,000. If the article is approved, the plan is to demolish the building and repurpose it.

Also related to the downtown revitalization, is an article requesting \$700,000 to fund the procurement, design development, construction documents, and bidding phases of design for the proposed construction of the town's Municipal Community Center. The aim of the Community Center is to house both the Upton Center and the Library to allow residents to access various services in one location. Both the Library and Upton Center are more than 40 years old, insufficient for the needs of the community, and are not ADA compliant.

There are two citizen's petitions on the warrant. The first is asking voters whether or not they support banning the use of single use plastic check out bags distributed by

stores and ultimately promote the use of reusable bags.

The next citizen's petition aims to eliminate all food establishments in town from dispensing prepared foods to patrons in disposable food service containers made from expanded polystyrene. Styrofoam is the brand name for polystyrene. Per the petition, the definition of a disposable food service container includes, but is not limited to, plates, cups, bowls, trays, hinged or lidded containers, straws, cup lids, or utensils. It does not include single use disposable packaging for unprepared foods.

The Selectmen were scheduled to meet on October 15 to continue to review and finalized the warrant.

### Upton Public Hearing Notice

Special Permit for Marijuana

Grow Establishment

LOCATED AT

162 Milford Street

Upton, MA, 01568

**HEARING AT UPTON TOWN HALL, RM. 203**

**Thursday, October 24, 2019**

**7:00 pm**

NOTICE IS HEREBY GIVEN in accordance with the Bylaws of the Town of Upton that the above public hearing will be held on Thursday, October 24, 2019 at 7 pm at Upton Town Hall Room 203

Application of Jon Kim, Grow Rite, LLC 9 Freeland St, Apt. 1L, Worcester MA for a special permit allowing cultivation of Marijuana Establishment which is an allowed use in the Commercial and Industrial Zone within the Marijuana Overlay District.

Grow Rite,  
LLC 9 Freeland St.  
Unit IL  
Worcester, MA. 01603

To Town of Upton Town Manager

Date: 10/3/2019

Re: Public Outreach Meeting for Marijuana Cultivation License

NOTICE IS HEREBY GIVEN in accordance with the Bylaws of the Town of Upton that the above public hearing will be held on Thursday, October 24, 2019 at 7 pm at Upton Town Hall Room 203

Application of Jon Kim, Grow Rite, LLC 9 Freeland St, Apt. I L, Worcester MA for a special permit allowing cultivation of Marijuana Establishment which is an allowed use in the Commercial and Industrial Zone within the Marijuana Overlay District.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jon Kim", written in a cursive style.

Jon Kim  
Grow Rite, LLC



## TOWN OF UPTON, MASSACHUSETTS

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Town Clerk Office/Assistant to the Town Manager

March 18, 2020

To Whom It May Concern:

Please be advised Grow Rite LLC, 650 County St — Apt 3, Attleboro MA conducted a public hearing in the Town of Upton on Thursday, October 24, 2019 at 7:00 pm.

The meeting was conducted at Town Hall in order to address any concerns of their business constructing and operating a non-retail growth facility at 162 Main St, Upton MA.

If you have any questions, please contact me at 508-529-3565. Thank you.

Sincerely,

Kelly A. McElreath

Town Clerk/Assistant to the Town Manager

Kelly A. McElreath,  
Town Clerk/Assistant to Town Manager  
One Main Street • Suite 11 • Upton, MA 01568  
T: 508.529.3565 • F: 508.529.1010  
kmcelreath@uptonma.gov

06/26/2019  
10:46:07AM

**Upton  
Abutters List**

Page

**Subject Parcel ID: 025-061**

ParcelID	Location	Subject Property Location: Owner	162 Milford St Co-Owner	Mailing Address	City	State	Zip
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*Patriot Properties*

# Upton

## Abutters List

06/26/2019  
10:46:07AM

**Filter Used:**

DataProperty.ParcelID = '025-061' OR DataProperty.ParcelID = '026-007' OR DataProperty.ParcelID = '025-061.01' OR DataProperty.ParcelID = 0

300' Planning Board

06/26/2019  
10:46:07AM

**Upton  
Abutters List**

**Subject Parcel ID: 025-061**

**Subject Property Location: 162 Milford St**  
Owner

Co-Owner

Mailing Address

City

State Zip

ParcelID	Location
025-044	167 MILFORD ST
025-045	161 MILFORD ST
025-046	159 MILFORD ST
025-047.01	145 MILFORD ST
025-047.02	147 MILFORD ST
025-057c/w 58&26-7	10 GABLE ST
025-058.01	146 MILFORD ST
025-059	152 MILFORD ST
025-059.01	156 MILFORD ST
025-061	162 MILFORD ST
025-061.01	164 MILFORD ST

**CERTIFIED REPORT**

Grow Rite, LLC 162  
Milford St. Upton, MA.  
01568

To Residents of Town of Upton by Abutters List  
Date: 10/3/2019  
Re: Marijuana Cultivation Facility

### NOTICE OF COMMUNITY OUTREACH MEETING - GROW RITE, LLC

Notice is hereby given that Grow Rite, LLC will hold a Community Outreach Meeting on October 24th, 2019 at Upton Town Hall Room 203 at 7 PM to discuss the proposed siting of a Marijuana Cultivation Facility at 162 Milford St. Upton, MA. 01568 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 etseq.

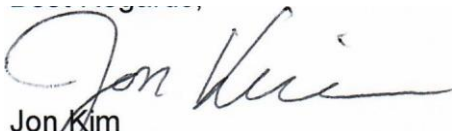
Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Marijuana Cultivation Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from Grow Rite LLC's representatives about the proposed facility and operations.

A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Best Regards,



Jon Kim  
CEO

Grow Rite, LLC





**Sterrett Law, PLC**  
**Boston Experience Vermont Prices**

Offices in:  
Boston, Massachusetts  
Williston, Vermont

March 16, 2020

Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604

**Re: GROW RITE, LLC – Plan to Remain Compliant with Local Zoning**

Dear Cannabis Control Commission Members,

This firm represents Grow Rite, LLC. As you are aware, Grow Rite, LLC's proposed Marijuana Cultivation Establishment will be located at 162 Milford St, Upton, Massachusetts (the "Property"). The Property is located in a Commercial & Industrial District in the Town of Upton Marijuana Overlay District. According to Section 6 Special Regulations, Attachment Section 6.7 (MARIJUANA OVERLAY DISTRICT BYLAW) to the Upton Municipal Ordinances, a Marijuana Cultivation Establishment may operate in a Marijuana Overlay District upon a grant of a Special Permit by the City Council/Zoning Board of Appeals, which Grow Rite, LLC has received from the Town of Upton. Pursuant to Section 9.3.8 of the Town of Upton's Zoning Bylaws, all special permits lapse if there is not substantial use of the special permit within twenty-four months of the approval of the special permit.

Our firm will also monitor any changes to the Town of Upton Zoning Ordinances that may affect the zoning compliance of this proposed project. Should the zoning governing this property change, Grow Rite, LLC will take all necessary steps to ensure compliance going forward.

In rendering this opinion, I have relied upon the statutory provisions of M.G.L. c. 94G et seq., 935 CMR 500.00 et seq., case law interpreting said statutes and regulations and the Town of Upton Ordinances including all revisions and amendments thereto. Whenever a statement herein is qualified as "known to me," "to the best of my knowledge" or a similar phrase, it is intended to indicate that no information that would give me current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys in this firm who have contributed to the provision of this letter. Except as otherwise expressly indicated herein, I have not undertaken any independent investigation to determine the accuracy of such statements.

The opinions expressed in this letter are limited to matters governed by the laws of the Commonwealth of Massachusetts and its subdivisions.

Sincerely,

## Pledging Offer Acceptance

Habitat for Humanity MetroWest/Greater Worcester located at 640 Lincoln Street, Suite 100, Worcester, MA. 01605 ("Habitat for Humanity") accepts below pledging offer from Grow Rite, LLC ("Grow Rite").

1. Conduct two (2) one-hour industry-specific educational seminars annually across one or more of the following topics: marijuana cultivation techniques, marijuana business training, marijuana legal compliance, technologies involve with cultivation and energy efficient cultivation practices. This seminar will be targeted for small group, as small as 10 people initially, then gradually increase the number of participants as required, but not more than 50 people per session. Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies and community centers; and circulated to marijuana advocacy organizations. The advertisement will be posted 4 weeks prior to the seminar date. This seminar is only for the adults whose age is 21 or older and it will be only offer to the general public. **The seminar is not intended for the staff members from Habitat for Humanity, unless otherwise, Habitat for Humanity approves the seminar in the future for their staff members.**
2. Contribute \$2,000 per year

The contribution will begin when Grow Rite receives the growing license from Cannabis Control Commissions ("CCC") and starts its operation.



08/12/2020

SIGNED by

DATE

Debbie Marcua Hoak  
Executive Director  
Habitat for Humanity MetroWest/Greater Worcester  
EIN: 22-2583590  
E-mail: [deborah.huegel@habitatmwgw.org](mailto:deborah.huegel@habitatmwgw.org)  
640 Lincoln Street, Suite 100  
Worcester, MA 01605  
508-799-9259  
<https://www.habitatmwgw.org/>



GROW IN UPTON, MASSACHUSSETTS

# GROW RITE, LLC

## Smart Cultivator

Plan for Positive Impact



## **Goals**

In order for Grow Rite, LLC (“Grow Rite”) to positively past or present residents of the geographic “areas of disproportionate impact – *Worcester Area specifically near 9 Freeland St. Worcester, MA. 01603 – Tract ID: 731204*” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, Grow Rite has established following goal.

Providing mentoring, professional, and technical services for individuals and businesses who have past drug convictions; and residents with parents or spouses who have drug convictions.

Grow Rite is working to develop specific programs to effectuate its stated goals to positively impact areas of disproportionate impact. Grow Rite will work with Habitat for Humanity MetroWest/Greater Worcester located at 640 Lincoln Street, Suite 100, Worcester, MA. 01605 (“Habitat for Humanity”). Such programs will include the following:

1. Conduct two (2) one-hour industry-specific educational seminars annually across one or more of the following topics: marijuana cultivation techniques, marijuana business training, marijuana legal compliance, technologies involve with cultivation and energy efficient cultivation practices. This seminar will be targeted for small group, as small as 10 people initially, then gradually increase the number of participants as required, but not more than 50 people per session. Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies and community centers; and circulated to marijuana advocacy organizations. The advertisement will be posted 4 weeks prior to the seminar date. This seminar is only for the adults whose age is 21 or older and it will be only offer to the general public. The seminar is not intended for the staff members from Habitat for Humanity, unless otherwise, Habitat for Humanity approves the seminar in the future for their staff members.
2. Contribute \$2,000 per year

The contribution will begin when Grow Rite receives the growing license from Cannabis Control Commissions (“CCC”) and starts its operation. The pledging acceptance letter is attached as separate file. (Pledging Offer Acceptance.pdf)

## **Acknowledgements**

Grow Rite 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 Marijuana Establishments.

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



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001364950

**1. The exact name of the limited liability company is:** GROW RITE, LLC

**2a. Location of its principal office:**

No. and Street: 650 COUNTY ST  
APT #3

City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

No. and Street: 650 COUNTY ST  
APT #3

City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

RETAIL SALES

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

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

Name: JON KIM

No. and Street: 650 COUNTY ST  
APT #3

City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	YOUNG J KIM	36 GLEN AVE ROSELAND, NJ 07068 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	YOUNG J. KIM	36 GLEN AVE ROSELAND, NJ 07068 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	YOUNG J. KIM	36 GLEN AVE ROSELAND, NJ 07068 USA

**9. Additional matters:**

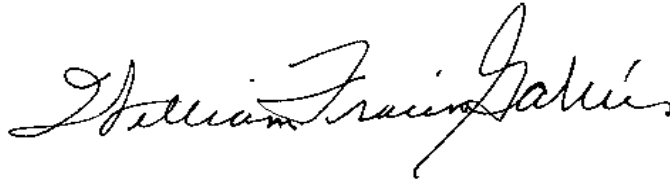
**SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of January, 2019,**  
**JON KIM**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

January 22, 2019 02:57 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF GROW RITE, LLC

FORMED IN THE STATE OF MASSACHUSETTS

This Agreement, entered into on May 6th, 2020, is a

(Check One)

☒ - SINGLE-MEMBER LLC OPERATING AGREEMENT, entered into by and between GROW RITE, LLC, a Massachusetts LLC (the "Company") and Jon Kim of 103 Alder Ct. New Brunswick, NJ. 08901, hereinafter known as the "Member"

☐ - MULTI-MEMBER LLC OPERATING AGREEMENT, entered into by and between

\_\_\_\_\_, of \_\_\_\_\_ (Address),  
\_\_\_\_\_, of \_\_\_\_\_ (Address),  
\_\_\_\_\_, of \_\_\_\_\_ (Address),  
hereinafter known as the "Members"

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Massachusetts and set forth the terms herein of the Company's operation and the relationship between Member(s).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

## 1. Name and Principal Place of Business

The name of the Company shall be GROW RITE, LLC. The principal place of business of the Company shall be at 162 Milford Street, City of Upton, in the State of Massachusetts or at such other place of business as the Member(s) shall determine.

## 2. Formation

The Company was formed on Jan 22, 2019, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Massachusetts (the "Statutes").

3. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member Capital Contributions (Check One)

☒ - Single Member LLC: The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

☐ - Multi-Member LLC: Each Member has contributed the following capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

_____	\$ _____
_____	\$ _____
_____	\$ _____

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and

(only to the extent as might be required by applicable law) any amounts previously distributed to such Member by the Company.

7. Distributions

For purposes of this Agreement “net profits” and “net losses” mean the profits or losses of the Company resulting from the conduct of the Company’s business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term “cash receipts” shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term “capital transactions” shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

(Check One)

☒ - SINGLE-MEMBER: A “Capital Account” for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member’s capital contributions and increases for any net income or gain of the Company. The Member’s Capital Account shall also reflect decreases for distributions made to the Member and the Member’s share of any losses and deductions of the Company.

☐ - MULTI-MEMBER: The “Capital Account” for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term “Members’ Percentage Interests” shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
_____	_____ %
_____	_____ %
_____	_____ %

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members’ Percentage Interests. The net profits of the



Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

## 8. Books, Records and Tax Returns

(Check One)

☒ - SINGLE-MEMBER: The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and

records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

☐ - MULTI-MEMBER: The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

#### 9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

#### 10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Massachusetts.

(Check One)

☒ - SINGLE-MEMBER: Jon Kim, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

☐ - MULTI-MEMBER: Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company in the excess of \$\_\_\_\_\_.00; lend any Company funds or other assets to any person in an amount or with a value in excess of \$\_\_\_\_\_.00; establish any reserves for working capital repairs, replacements, improvements or any other purpose, in excess of an aggregate of \$\_\_\_\_\_.00; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt in excess of \$\_\_\_\_\_.00, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

(Check if Applicable)

☐ - MULTI-MEMBER: Meetings of Members

The annual meeting of the Members shall be held on \_\_\_\_\_  
(day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before

the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any \_\_\_\_ Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can

hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

(Check if Applicable)

☐ - MULTI-MEMBER: Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by

reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

(Check One)

☒ - SINGLE-MEMBER: Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

☐ - MULTI-MEMBER: Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and

conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

(Check if Applicable)

☐ - MULTI-MEMBER: Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

(Check if Applicable)

☐ - MULTI-MEMBER: Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a

“Withdrawal Event”), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty-day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An “event of bankruptcy or insolvency” with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

## 11. Dissolution and Liquidation

(Check One)

☒ - SINGLE-MEMBER: The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company’s business and transfer or distribute the Member’s Interests and Capital Account as designated by the Member or as may otherwise be required by law.



Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

☐- MULTI-MEMBER: The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

## 12. Representations of Members

(Check if Applicable)

☐ - MULTI-MEMBER: Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

## 13. Certificates Evidencing Membership

(Check if Applicable)

☐ - MULTI-MEMBER: Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of \_\_\_\_\_, LLC, dated effective as of \_\_\_\_\_, 20\_\_\_\_\_, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

## 14. Notices

(Check if Applicable)

☐ - MULTI-MEMBER: All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

## 15. Arbitration

(Check if Applicable)

☐ - MULTI-MEMBER: Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

## 16. Amendments

(Check if Applicable)

☐ - MULTI-MEMBER: This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

## 17. Indemnification

☒ - SINGLE-MEMBER: The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys,

accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

## 18. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine,

neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.


This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 6th day of May, 2020.

GROW RITE, LLC  
By: Jon Kim

A handwritten signature in dark ink, appearing to read "Jon Kim", is written over a horizontal line.



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0412906048  
Notice Date: May 7, 2020  
Case ID: 0-000-834-921



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GROW RITE, LLC  
9 FREELAND ST APT 1L  
WORCESTER MA 01603-2650

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

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

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

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

May 7, 2020

TO WHOM IT MAY CONCERN:

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

**GROW RITE, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 22, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



### Attestation of Jon Kim

Commonwealth of Massachusetts  
County of Worcester, ss.

The undersigned, Jon Kim, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the State of New Jersey. I have personal knowledge of the facts herein;
2. I suffer no legal disabilities;
3. I reside at 9 Freeland St. APT 1L. Worcester, MA. 01603;
4. I am unable to receive a certificate of Good Standing from the Massachusetts Department of Unemployment Assistance regarding unemployment insurance for my company, Grow Rite, LLC until the company hires employees.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS  
ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE,  
AND BELIEF

5/12/2020      Jon Kim  
Date      Jon Kim



# **GROW RITE, LLC**

## Smart Cultivator



## 1. Company Profile

2. Business Introduction

3. Market Overview

4. Applying Technology

5. Business Plan

6. Municipal Impact

7. Contact Information

Grow Rite, LLC

<b>Incorporation</b>	Grow Rite, LLC
<b>Established</b>	January 22, 2019
<b>Industry</b>	Cannabis
<b>President/CEO</b>	Jon Kim (Resume provided as a reference)
<b>Total Investment</b>	\$390,000
<b>Total Employees</b>	1
<b>Base Location</b>	162 Milford St. Upton, MA. 01568
<b>Website</b>	N/A
<b>Other Information</b>	Cannabis Cultivation and Cultivation Technologies

1. Company Profile

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5. Business Plan

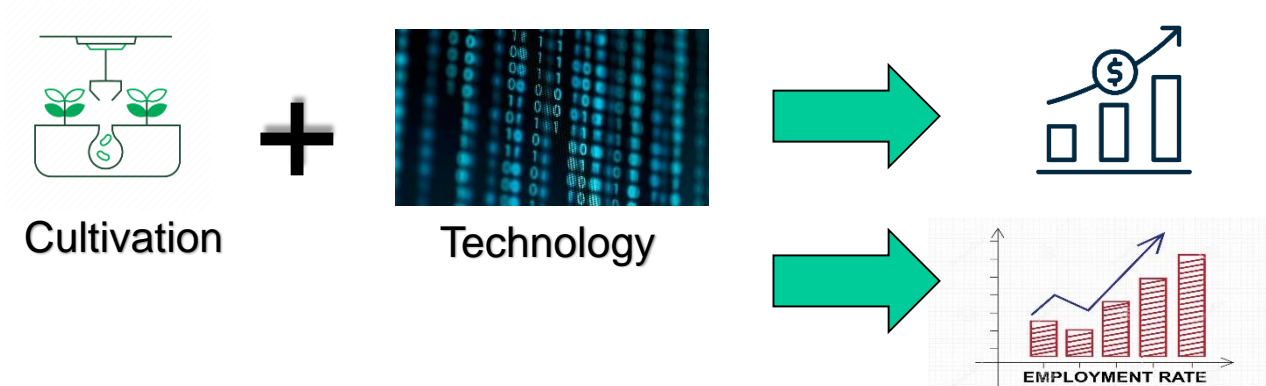
6. Municipal Impact

7. Contact Information

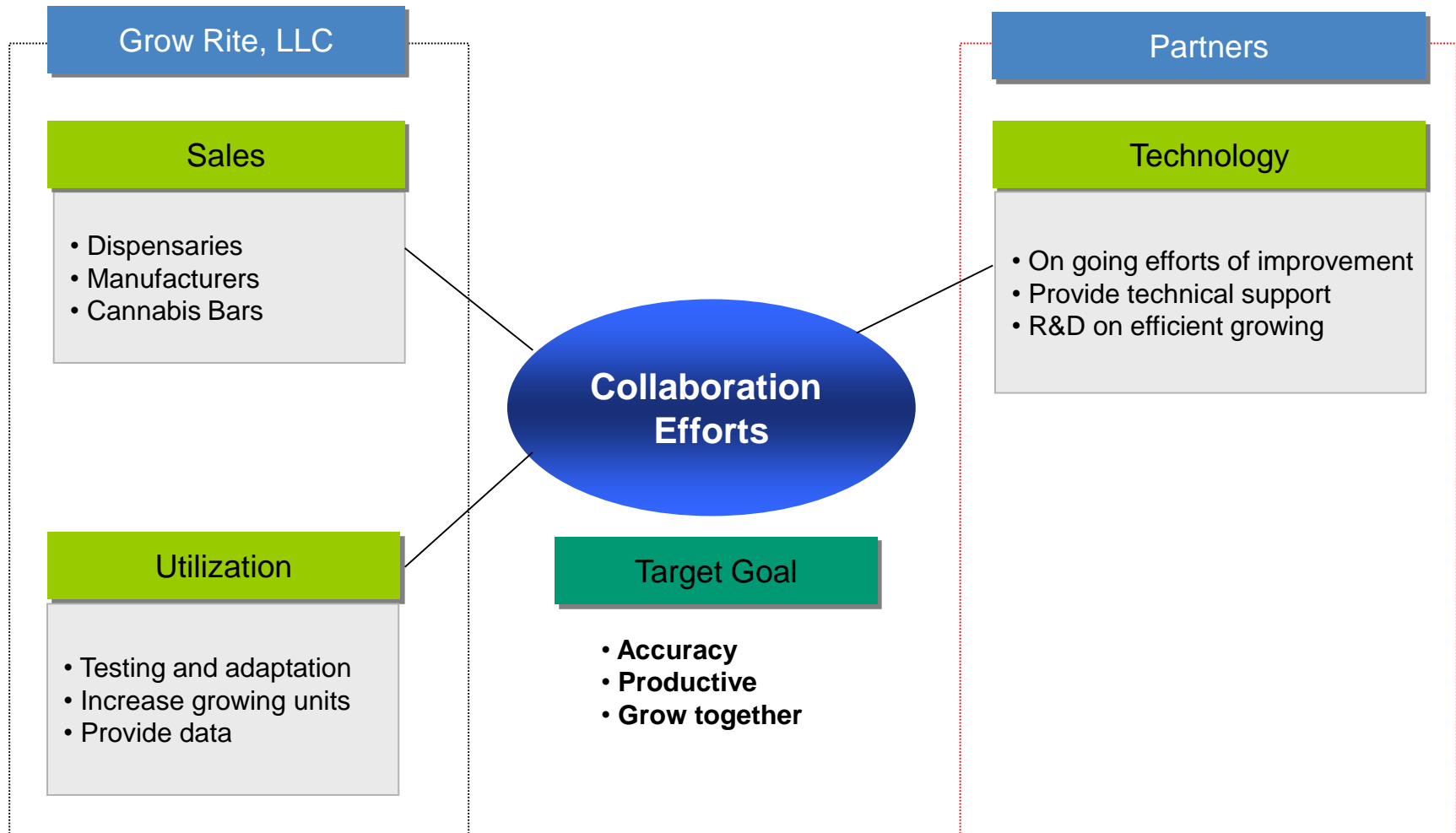
- Business Environment
- Business Model
- Target Market

- The movement of legalizing Cannabis has created many opportunities for entrepreneurs as well as new approaches with different technologies.
- Due to the higher demand and market expansion, smart growing technologies are needed for every aspects of cultivating pure and healthy cannabis.
- U.S. legal cannabis market was valued USD 11.9 billion in 2018. Legal Marijuana Market Worth \$66.3 Billion By 2025. Source: Grand View Research, May 2019.

### New paradigm in Cannabis era, “Grown with Intelligence”



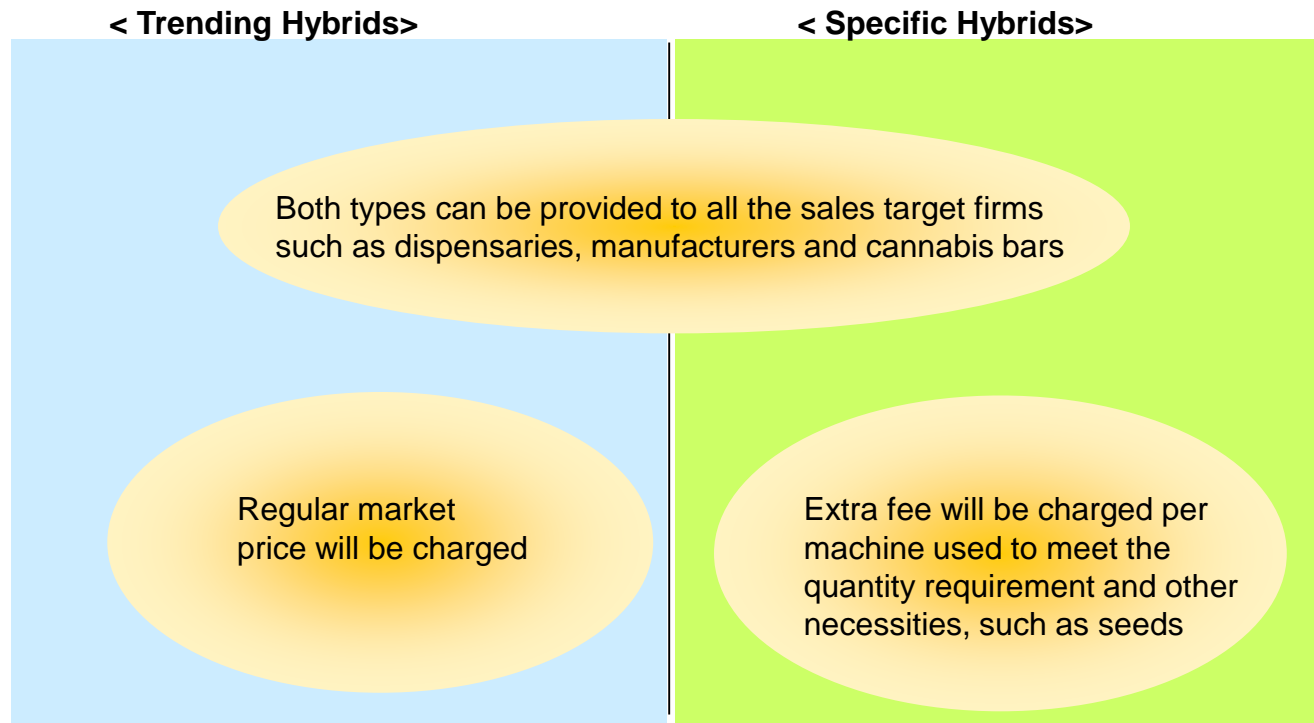
### Collaboration of cultivation and technology



**Multiple range of business approach can be performed**

**Supply trending hybrids as well as specific hybrids requested by clients**

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- 
- Market Environment
  - Revenue Model
  - Marketing Expectation



### Current Massachusetts Cannabis Market

**“Massachusetts recreational marijuana sales approach \$140 million in 7 full months of sales” - Source: Marijuana Business Daily, June 11, 2019**

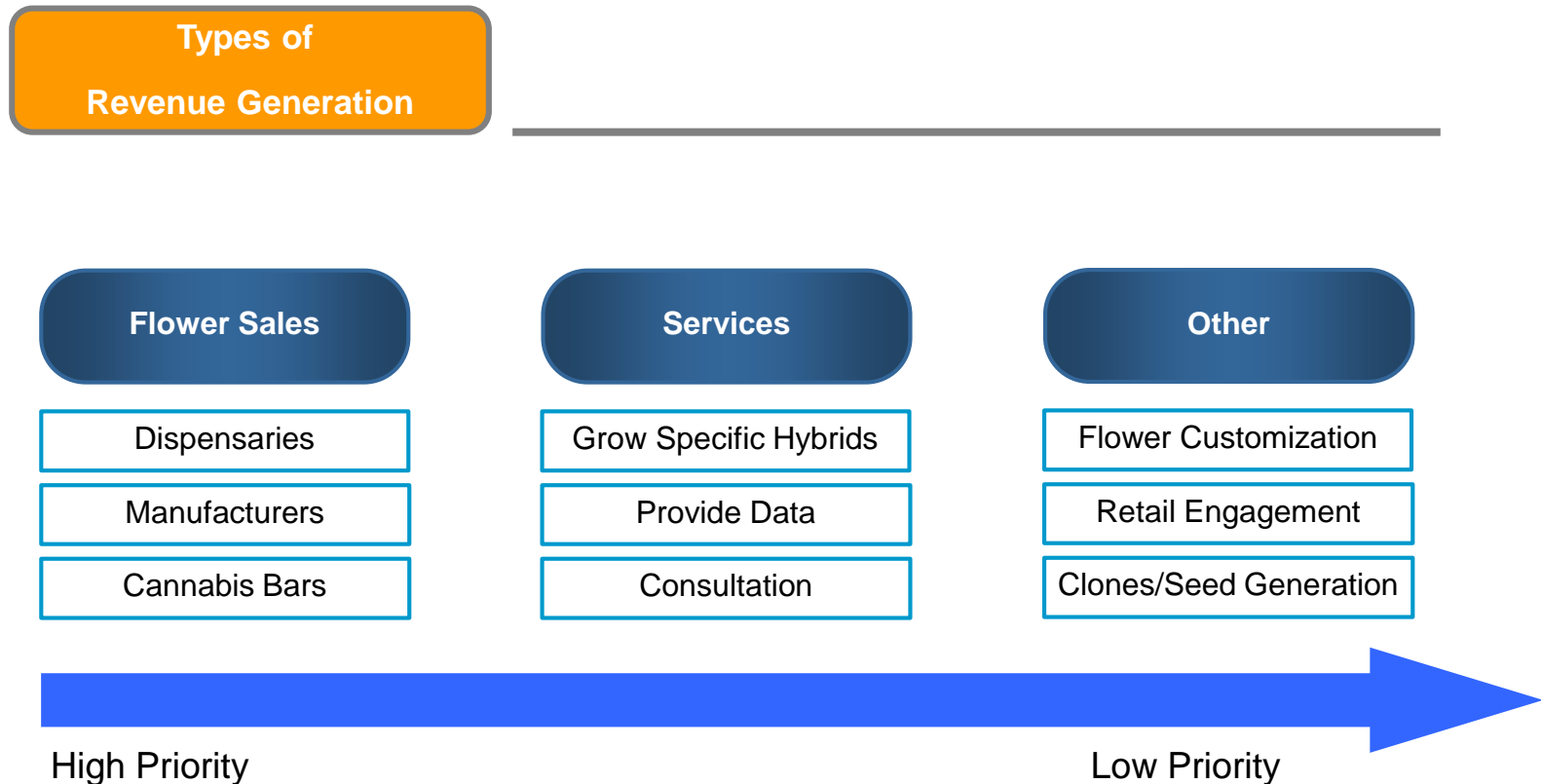
Month	Sales (\$ mil)	change	By Product	Percentage
Nov 2018	3.6	-		
Dec 2018	12.8	255.56%	Flowers	47%
Jan 2019	15.6	21.88%	Concentrates	34.7%
Feb 2019	18.2	16.67%	Infused Edibles	13.9%
Mar 2019	24.4	34.07%	Infused Non-edibles	2.9%
Apr 2019	30.8	26.23%		
May 2019	33.5	8.77%		
<b>Total</b>	<b>138.9</b>			

The recently released Marijuana Business Factbook estimates 2019 recreational sales in Massachusetts will be in the range of \$450 million-\$500 million.

Source: Marijuana Business Daily <https://www.mjbizdaily.com>

### Revenue Generation Model

Due to the fast growth of cannabis market, Grow Rite, LLC will approach with follow revenue generation flow.




### Marketing Expectation from Grow Rite, LLC.

- For next couple of years, cannabis market size is expected to grow and it is important to set the company's capability to adjust to fulfill the requirements as needed. Using technologies, expansion of capacity is much easier and quicker than traditional way of cultivation.
- From short-term point of view (First two years), our goal will be to maximize the current facility and focus on selling flowers to the target market.
- In mid-term point of view (3-5 years), the service engagement will be provided with specific clients and vendors and expanding on revenue generation such as specific hybrids and consultation applying technology provided by technical partners.
- In long-term point of view (5 years +), will target for size expansion of the sales to multiple cities, and/or states as the law permits. Multiple locations as franchise would be one option.

Grow Rite, LLC

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- 
- Growing Chamber
  - Cloning Chamber & Unit
  - Drying and Curing
  - Growing Monitor

### MGI C2001-C

MGI C2001-C is a growing chamber with capable of growing up to 6 plants. With orchestration of C2001-CC and/or H601-C units, seedling/cloning units, will produce highest quality cannabis with less hassle.

#### Product Overview

- Modular design with aluminum cabinet style
- Fully automated EBB & Flow hydroponic system
- Full spectrum LED lighting
- Easy control Yo-Yo system for LED heights
- Solution temperature control / chiller system
- CO2 system with refillable tank
- Top exhaust fan system with carbon filter
- LED timer / Water control timer
- Interior with high efficiency light reflector to enhance the lighting dispersion

#### Specification

- Size: 48 inches (L) x 28 inches (W) x 85 inches (H)
- Total Power consumption: ~1400W
- LED system: 32.5 inches on layer with growth and bloom stage.
- LED power – 1200W / 19200 LM (Lumen)
- LED Quantity – 240 pcs / 5w LED
- Work Freq. – 50/60 Hz
- Amp Draw – 2.77 – 5.55A
- Voltage – 120V
- Water Reservoir: 9.5 Gallon – 12.25" (L) x 20" (W) x 9" (H)
- Command input method – Keypad controller / Switch



### MGI C2001-CC

MGI C2001-CC is a cloning chamber with capable of growing up to 112 plants.



#### Product Overview

- Seedling/Cloning up to 112 plants.
- Modular design with aluminum cabinet style.
- Fully automated EBB & Flow hydroponic system
- Full spectrum LED lighting with fan system
- Easy replaceable LED tube lights
- Solution temperature control / chiller system
- LED timer / Water control timer / Chiller control timer

#### Specification

- Model: MGI C2001-CC (Cloning Chamber)
- Size: 48 inches (L) x 28 inches (W) x 73 inches (H)
- Power consumption: ~600W
- Hydroponic system specification: EBB & Flow
- Automated LED tube lighting system
- LED power consumption – DC 12V 19.26W
- LED power input – AC 100 – 240 V
- LED power output – DC 12V/22A 264W
- Water tank size: 9.5 Gallon – 12.25" (L) x 20"(W) x 9"(H)
- Command input method – Keypad controller

### MGI H601-C

MGI H601-C is a cloning unit with capable of growing up to 6 plants. Most of the time, this unit will be used for observation of growing plants and collecting data until vegetative stage.

#### Product Overview

- Fully equipped hydroponic system with full spectrum LED yo-yo system
- Timer control for water pump and lighting with 1.6 gallon water base.
- 55W LED mixed light and external air pump
- The finish is ABS plastic; Height of the aluminum made lamp is adjustable.
- Automatic control panel; choose the species and growth stage by one-touch.
- Six planting pots and the maximum planting height is 19 inches.

#### Specification

- Net Weight: 8 lbs
- Measurement: 1 unit in the box 14.2" x 15.2" x 12.6"
- Material: ABS, Aluminum
- Pod Capacity to Hold Water & Nutrients: 1.6 Gallons
- LED Lights Specification: Total: 336
- Red:192 – wavelength:650~660nm
- Blue:96/wavelength:450nm
- White:48/color
- Noise Decibel of Water Pump: 40db
- Other Key Function: The length of lighting wire and lamp post are adjustable





### MGI C901-C

MGI C901-C is a drying & curing unit after cultivation is completed. It has automatic temperature, humidity and air flow system that are essential during drying & curing.

#### Product Overview

- Humidifier: Ultrasonic humidifier
- Dehumidifier: Polymer Physical Adsorption
- Cooling System: air-cooling system to sustain uniform temperature
- Heating System: PTC heating
- Control System: Microcomputer intelligent system with 24/7 monitoring host
- LCD display for easy read and control

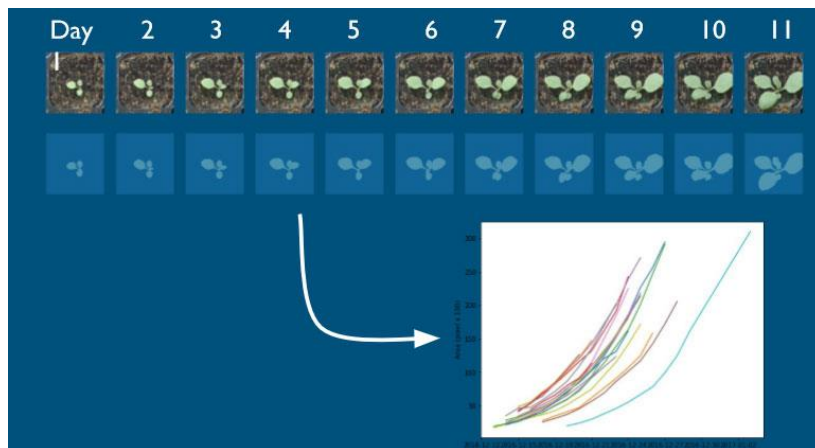
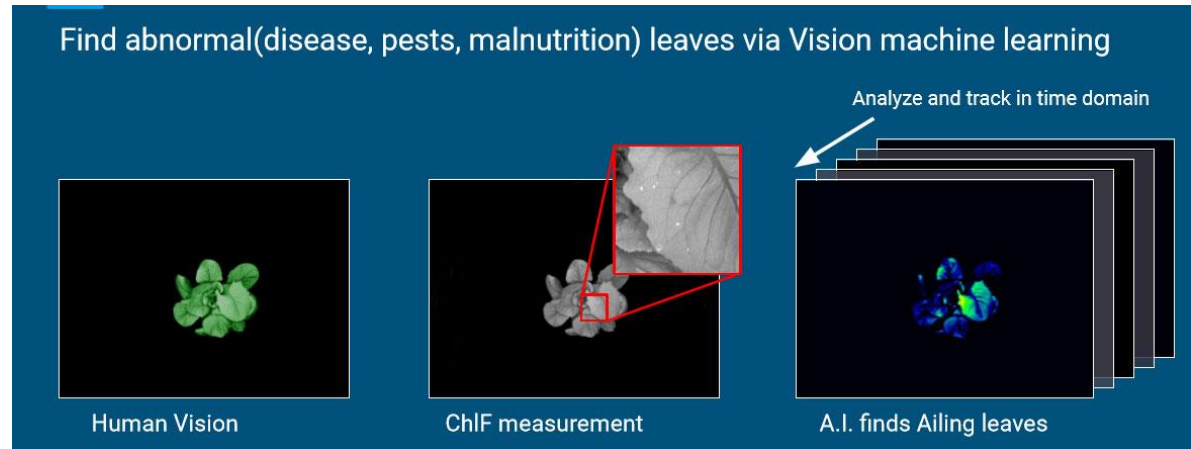
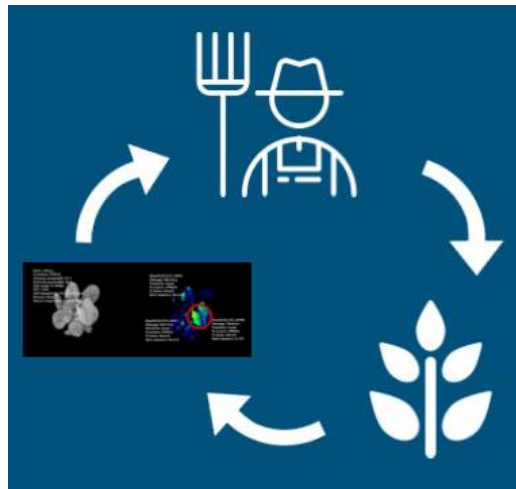


#### Specification

- Dimension: 70.9" (W) x 31.5" (L) x 80.8" (H)
- Cabinet Material: Steel plate
- Cabinet Casters: four sets of universal casters with brakes
- Constant Humidity Range: 30% - 60% RH  $\pm$  5%
- Constant Temperature Range: 15 ° C - 30 ° C  $\pm$  2 ° C
- Control Humidity: 1% RH-90% RH
- Control Temperature: 0°C-35°C
- Storage Layers: Three Layers

### ANTAUE, LLC


Antaue, LLC is a start-up company partnered with Grow Rite, LLC to R&D for developing growing monitor system using artificial intelligence. Provide crop diagnoses tool that works like MRI or CT as compare to human diagnoses

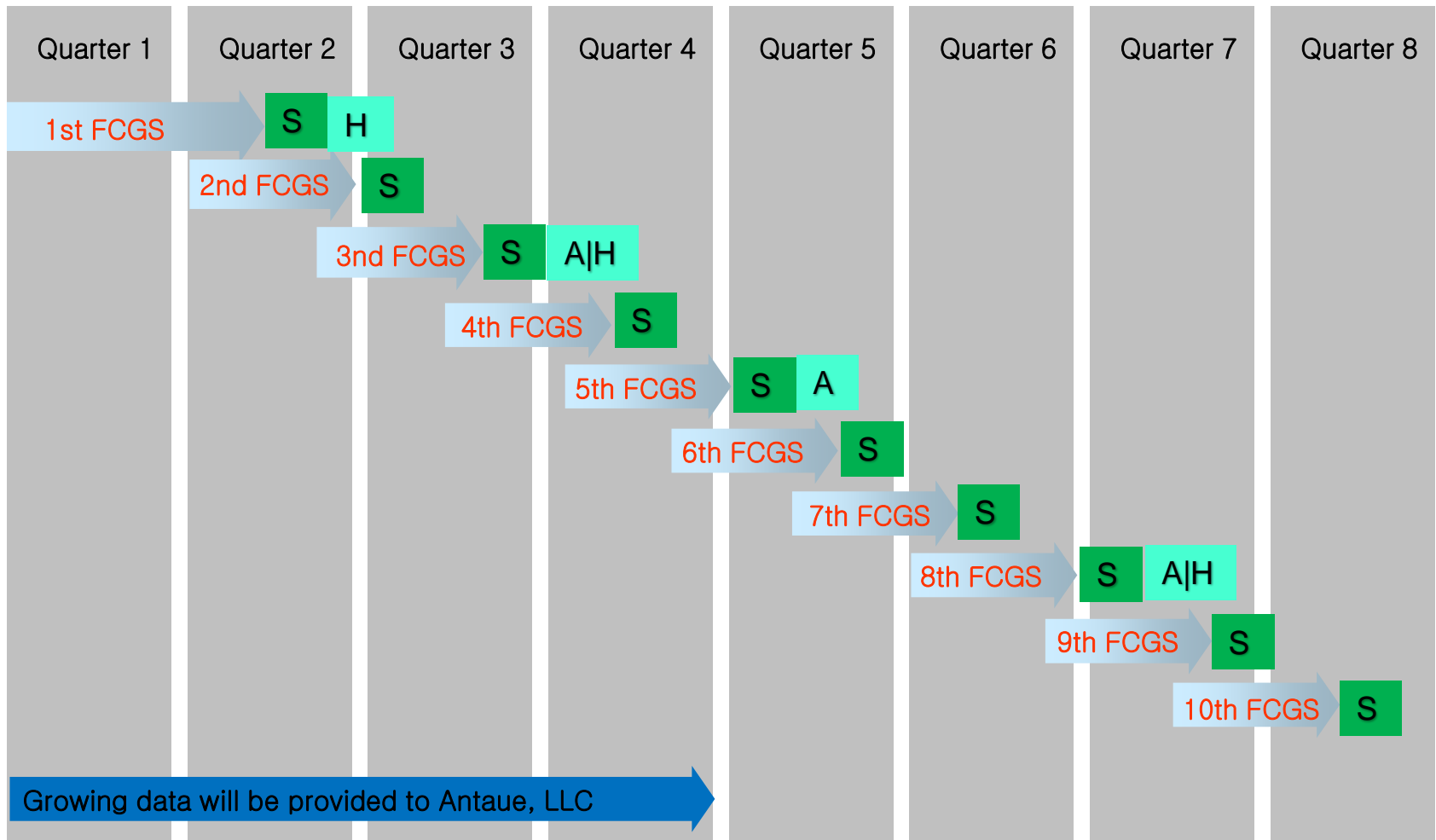


AI machine will learn the growth of cannabis and detect any abnormal growth behavior of the leaves. It will provide the guideline of potential problem and solution.

Grow Rite, LLC will provide the actual cannabis growing data.

1. Company Profile
2. Business Introduction
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4. Applying Technology
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7. Contact Information

- 
- Schedule (First 2 years)
  - Human Resource Plan
  - Sales Projection
  - Budget Schedule
  - Financial Strength



**FCGS: "Full Cycle Growing Session" including drying and curing.**

**S: Sales**

**A: Adding more units**

**H: Hire Employee**

Division		Quarters								Total
		1	2	3	4	5	6	7	8	
A R E A	Cultivation				1				1	2
	Sales	1			1				1	3
	Operation				1					1
	Accounting	1								1
	Business Development								1	1
Increment(+)		2			3				3	8
Total (persons)		2	2	2	5	5	5	5	8	-
Labor Cost (\$USD)		30,000	30,000	30,000	75,000	75,000	75,000	75,000	120,000	510,000

(Estimated Labor cost per person : \$5000 / month)

Quarter	Sales (\$ USD)	Machine Count	Total Pound (lb)	Note
1	0	20	0	Growing Starts
2	60,000	20	20	
3	60,000	20	20	
4	60,000	20	20	Adding 20 machines
5	120,000	40	40	Adding 10 machines
6	150,000	50	50	
7	150,000	50	50	Adding 20 machines
8	210,000	70	70	
<b>Total</b>	810,000		270	

Based on calculation assuming that each machine will generate 1 pound per session.  
Current market wholesale price for each pound is \$3,000

(Unit: \$USD thousand 000)

Division		Quarters								Note
		1	2	3	4	5	6	7	8	
Expense Area	Labor	30	30	30	75	75	75	75	120	
	Property Lease	5.8	5.8	5.8	5.8	6.1	6.1	6.1	6.1	3% increment per year
	Operation Cost	3	3.6	4.30	5.2	6.2	7.5	9	10.8	20% increment per each quarter
	Town Tax	0	1.8	1.8	1.8	3.6	4.5	4.5	6.3	3%
Total (\$)		38.8	41.2	41.9	87.8	90.9	93.1	94.6	143.2	
Net Profit (\$)		(38.8)	18.8	18.1	(27.8)	29.1	56.9	55.4	66.8	
Net Profit (%)		-	31	30.1	(46.3)	24.3	37.9	37.0	31.8	



Type	Amount (\$ USD)	Source	Note
Loan	160,000	Medigrow Innovation, Corp	Leasing Cultivation Machines
Loan	178,425	Family	Secured the amount for setting up business. 5% / year interest
Loan	20,000	Friends	Small loan from multiple friends in US at no interest.
Personal Asset	40,000	Personal Asset	
<b>Total</b>	398,425		

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- Security Plan
- Traffic and Parking
- Building Site Plan
- External Nuisance Management
- Commitment to Municipality

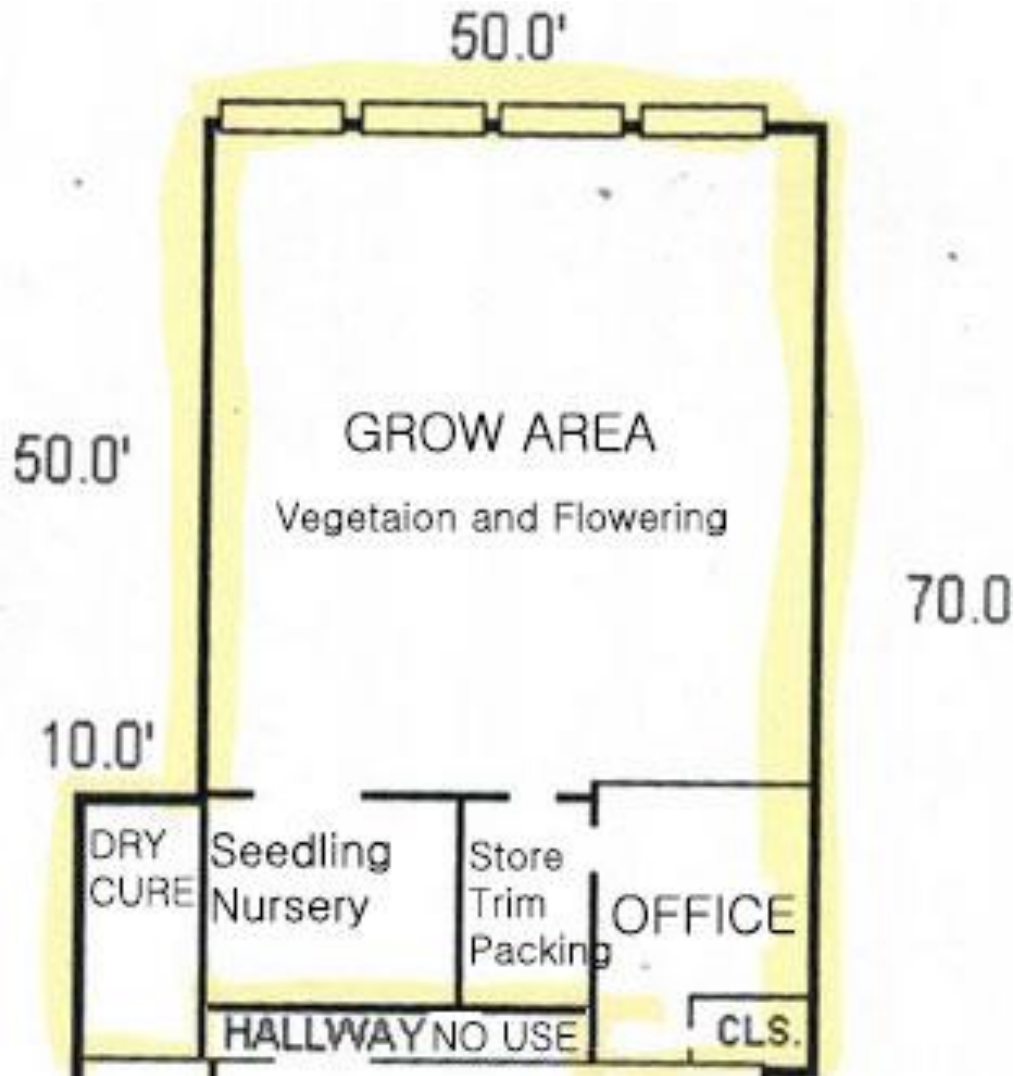
We will implement sufficient safety measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility.

Security Measure	Actions to Follow
Inner access from other side of the building	Secure door with dead lock
Entrance / Exit building monitoring	24/7 Security camera will be installed
4 over head doors	Secure 3 doors with dead lock.
Break in alarming system	Install ADT or other security alarm system service
Storage	Install security vault to store finished product
Other measures	Will follow direction given by Police Chief

Since we are not doing any retail, we will need minimal number of parking spots. There are multiple locations where we can utilize the parking and following is the plan.



## General Layout Plan



There are multiple approaches that we will take in actions not to disturb neighbors.

Topics	Actions to Follow
Lighting in the dark	There are two lighting poles placed during over night in the property.
Odors	Each growing system has self-contained odor removing carbon filter fan installed.
Noise / Emission / Debris	The noise level is minimal and won't be able to hear from out side. Same with emission and debris. If any, it will be very minimal and will not impact outside.
Waste Disposal	There won't be any chemical disposal. Only disposal will be the plants left overs where we will collect them in one side for pick up by waste management firm.
Appearance from Outside	Windows will be blocked and people won't be able to see inside.

Grow Rite, LLC will do the following for municipality and community.

Topics	Actions to Follow
Tax to town	3 % on gross revenue
Hydroponic System Education Support	If any legitimate education organization in Upton, K-12, interest in providing hydroponic system education, we will support H601-C units (\$299 MSRP) to the students for free up to 200 units or 3 years, which ever comes first. This will be a good science project for learning process.
Donation to Police/Fire Department	\$1,000 / year to each department as courtesy to provide safety
Donation to Charity Events by Municipal	Up to \$1,000 / year for any charity events
Scholarship Fund	\$2,000 / year will be provided to town to provide scholarship to any students in Upton

**EOE Statement:** Grow Rite, LLC., is an equal opportunity employer and does not discriminate against any employee or applicant for employment based on race, color, religion, national origin, age, gender, sex, ancestry, citizenship status, mental or physical disability, genetic information, sexual orientation, veteran status, or military status.



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Grow Rite, LLC



Jon Kim (CEO)  
Phone: 732-236-4306  
E-mail: [jonkimnj@gmail.com](mailto:jonkimnj@gmail.com)

Grow Rite, LLC

***Thank You For The Opportunity!***



Grow Rite, LLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Herlihy Insurance Group 51 Pullman Street Worcester MA 01606	<b>CONTACT NAME:</b> Pat Hudson <b>PHONE (A/C, No, Ext):</b> 508-756-5159 <b>E-MAIL ADDRESS:</b> info@herlihygroup.com	<b>FAX (A/C, No):</b> 508-751-5747
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : UNDERWRITERS AT LLOYDS LONDON</b>		<b>15792</b>
<b>INSURER B : NAUTILUS INS CO</b>		<b>17370</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:** 2012130700**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BIND	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BIND	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, forms and conditions.  
162 Milford Street, Upton, Ma. 01568

**CERTIFICATE HOLDER****CANCELLATION**

162 Milford street  
Realty Trust  
162 Milford Street  
Upton MA 01568

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Mark Herlihy*

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GROW IN UPTON, MASSACHUSSETS

# GROW RITE, LLC

## Smart Cultivator

Maintaining of Financial Record



## **Intent**

Grow Rite, LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for Grow Rite, LLC employees regarding the Maintenance of Financial Records that are in compliance with the Regulations.

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

## **Policy**

Grow Rite, LLC financial records will be kept and maintained according to generally accepted accounting principles. The Managers are responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Grow Rite, LLC will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records. All Grow Rite, LLC financial/business records will be available for inspection to the Commission upon request. Grow Rite, LLC will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any. In relation to the maintenance of financial records Grow Rite, LLC will incorporate the following into our business operations;
- Grow Rite, LLC will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
- Grow Rite, LLC will use up to date financial software programs for all financial transactions.

- Grow Rite, LLC does not plan to make cash transactions with other Marijuana Establishments. All transactions are intended to be done through traditional banking transactions including checks, wire transfers or credit cards.
- On an annual basis Grow Rite, LLC will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Grow Rite, LLC finances (books).
- Grow Rite, LLC will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

### **Access to the Commission**

Grow Rite, LLC electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection. Access to the Massachusetts Department of Revenue ("DOR") Grow Rite, LLC books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Grow Rite, LLC will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.



GROW IN UPTON, MASSACHUSSETTS

# GROW RITE, LLC

## Smart Cultivator

Personnel Policies & Background Checks





## **Intent**

Grow Rite, LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“the Commission”) or any other regulatory agency. To provide clear and concise instructions for Grow Rite, LLC employees regarding Personnel Policies that are in compliance with the Regulations.

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant with all regulations and laws.

## **Personnel Records**

Grow Rite, LLC will maintain the following Personnel Records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Grow Rite, LLC agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with Grow Rite, LLC and shall include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - Documentation of periodic performance evaluations;
  - A record of any disciplinary action taken; and
  - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030. These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to

Grow Rite, LLC Management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Grow Rite, LLC Management agents who require access. These records will be made available for inspection by the Commission upon request.

### **Grow Rite, LLC Agents**

All Grow Rite, LLC board members, directors, employees, executives, managers or volunteers will register with the Commission as a Grow Rite, LLC Marijuana Establishment Agent (“Grow Rite, LLC Agent”). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana. All Grow Rite, LLC Agents shall;

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

Grow Rite, LLC will submit to the Commission an application for every Grow Rite, LLC Agent, this application will include;

- The full name, date of birth, and address of the individual;
- All aliases used previously or currently in use by the individual, including maiden name, if any;
- A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- An attestation that the individual will not engage in the diversion of marijuana products;
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- Background information, including, as applicable:
  - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign

jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

- A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
- A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- Any other information required by the Commission.

The Grow Rite, LLC COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Grow Rite, LLC seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Grow Rite, LLC will notify the Commission no more than one business day after a Grow Rite, LLC agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Grow Rite, LLC will renew each Grow Rite, LLC Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

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

All Grow Rite, LLC Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

### **Background Checks**

Grow Rite, LLC will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

**Application Process-** During the application process Grow Rite, LLC will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

- The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
- Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - The individual's full legal name and any aliases;
  - The individual's address;
  - The individual's date of birth;
  - A photocopy of the individual's driver's license or other government-issued identification card;
  - A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- Relevant Background Check Information. Applicants for licensure will also be required to supply information detailing involvement in any criminal or civil or administrative matters:
  - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
  - A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
  - A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by

another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;

- A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- Any other information required by the Commission. Grow Rite, LLC will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

**Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process Grow Rite, LLC will submit Marijuana Establishment Agent applications for all required individuals. Grow Rite, LLC will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

### **Equal Employment Policy**

It is the policy of Grow Rite, LLC to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Grow Rite, LLC expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by

law. For example, Grow Rite, LLC will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Grow Rite, LLC operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Grow Rite, LLC in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Grow Rite, LLC provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Grow Rite, LLC may require medical certification of both the disability and the need for accommodation. Keep in mind that Grow Rite, LLC can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Grow Rite, LLC will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

### ***Anti-Harassment and Sexual Harassment***

PolicyGrow Rite, LLC seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Grow Rite, LLC's employees to perform their expected job duties is not tolerated.

It is illegal and against Grow Rite, LLC's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment.

Grow Rite, LLC will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Grow Rite, LLC will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to progressive discipline, up to and including discharge, for any act of sexual harassment they commit.

Grow Rite, LLC will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission("EEOC")  
One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.**

**The Massachusetts Commission Against Discrimination ("MCAD")  
One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.**

### ***Americans with Disability Act***

Grow Rite, LLC strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Grow Rite, LLC judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Grow Rite, LLC will provide reasonable accommodations to any persons with disabilities who require them, who advise Grow Rite, LLC of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

### ***Drug/Alcohol Free Workplace***

Grow Rite, LLC is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may

consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Grow Rite, LLC's premises or while using Grow Rite, LLC vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

### ***Smoke Free Workplace***

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

### ***Employee Assistance Policy***

To help employees in circumstances where counseling services would be helpful, Grow Rite, LLC will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

### ***Dismissal of Grow Rite, LLC Agents for Certain Violations***

If a Grow Rite, LLC Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. Diverted marijuana;

- Engaged in unsafe practices with regard to operation of the Marijuana Establishment; or
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



The President will immediately be notified of any of these instances. The President will make a detailed report of the event notify the Commission within 24 hours. In the case of a Grow Rite, LLC Agent who has diverted marijuana, the President will also notify local law enforcement within 24 hours of the occurrence.

### ***Employee Handbook***

Grow Rite, LLC will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Grow Rite, LLC, LLC. These subjects will include, but not be limited to;

- The Grow Rite, LLC Mission and Vision
- Organizational Structure
- General Employment Policies
- Employee Categories
- Conflicts of Interest
- Access to Personnel Files
- Performance Evaluations
- Hours of Work
- Compensation
- Benefits
- Code of Conduct
- Discipline
- Dispute resolution within workplace
- Training

GROW IN UPTON, MASSACHUSSETTS

# GROW RITE, LLC

## Smart Cultivator

Quality Control and Testing Procedures



## **Intent**

Grow Rite, LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

To provide clear and concise instructions for Grow Rite, LLC employees on Quality Control and testing that are in compliance with the Regulations

Grow Rite, LLC is committed to cultivating healthy, high quality disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. Grow Rite, LLC will utilize Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

Grow Rite, LLC will also implement an industry standard, robust Integrated Pest Management (“IPM”) program focusing on preventing pest problems rather than reacting to them. Preventing pest problems in a cultivation facility entails minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees.

Superb quality control and the testing of marijuana products are essential for the operation of the Grow Rite, LLC Cultivation Facility. Grow Rite, LLC uses best industry practices when it comes to quality control and product testing.

## **General Requirements**

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, the sanitation requirement in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine.

All Products that Grow Rite, LLC will sell or transfer to other Marijuana Establishments will be tested in accordance with the regulations and this policy.

Grow Rite, LLC will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Grow Rite, LLC will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2)

Grow Rite, LLC will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

- The building envelope for our headhouse will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
- The Lighting Power Densities (LPD) for our cultivation space will be zero watts per gross square foot of active and growing space canopy.
- Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C. 403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).
- Grow Rite, LLC will establish documented safety protocols to protect workers and consumers (e.g., eye protection near any operating grow light).
- Grow Rite, LLC understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

## **Definitions**

***Cultivation Batch*** means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential

alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

***Independent Testing Laboratory*** means a laboratory that is licensed by the Commission and is:

- a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- b) Independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and
- c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

***Marijuana*** means all parts of any plant of the genus *Cannabis*, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- a. the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- b. hemp;
- c. the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

***Marijuana Products*** means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

***Process or Processing*** means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

***Production Batch*** means a batch of finished plant material, cannabis resin, cannabis concentrate, or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking,

product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

## **Quality Control-Sanitation Standard Operating Procedure (SSOP)**

### **Facility**

The Grow Rite, LLC Cultivation facility ("the facility") will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

- All product contact surfaces will be smooth, durable and easily cleanable.
- The walls, ceiling and floors of all processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
- The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
- Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit will be at least 25 mm (2.5 cm) from the walls and ceilings.
- Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
- Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - Suspended lighting is constructed from non- corrodible and cleanable assemblies.
  - Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
  - All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned

- Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
- Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
  - Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
- Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
  - Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
- The facility water supply comes from a pre-existing well supply and is sufficient for necessary operations.
- The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - Plumbing shall properly convey sewage and liquid disposable waste from the facility.
  - There will be no cross-connections between the potable and wastewater lines;
- The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
- All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

- All entrance and exit doors to the headhouse will be self-closing and rodent proof;
  - Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside
  - Foot baths and sticky mats are strategically placed throughout the facility to collect pest and contaminants from footwear
- Training
  - All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
- Traps for monitoring

- Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
- Handling and storage of marijuana product or marijuana plant waste
  - All marijuana plant waste will be placed in the “Marijuana Waste” container located in each cultivation and processing area.
    - This container must be impervious and covered
  - At the end of every day the “Marijuana Waste” container must be emptied, and the contents transferred to the Marijuana Waste Room
  - All plant waste will be stored in the waste room in sealed containers until disposal
- Handling and storage of non-marijuana waste.
  - All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
    - Recyclable
    - Organic
    - Solid waste
  - At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
- All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

## Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
- The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
- The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- Storage- Separate storage rooms will be utilized for finished marijuana products
- Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
  - Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
  - Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.



- Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing
- Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
- Manual Cleaning and Sanitizing- Equipment, utensils and product preparation surfaces will be cleaned and sanitized manually after every use using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
  - Equipment, utensils and preparation surface:
    - Prescrape surface to remove gross soils;
    - Wash surface with recommended strength solution of pot & pan detergent;
    - Rinse with water and wipe dry;
    - Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
    - Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
  - Allow to air dry.

## **Personnel**

- Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the West Stockbridge Board of Health.
  - Grow Rite, LLC will voluntarily comply with any and all isolation and/or quarantine orders issued by the West Stockbridge Board of Health, the Department of Public Health or the Commission.

- Grow Rite, LLC Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
  - Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
- All Grow Rite, LLC Agents shall conform to sanitary practices while on duty, including
  - Maintain adequate personal cleanliness:

*Grooming:*

- Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
  - When entering the facility before work begins.
  - Immediately before preparing or processing products or handling equipment.
  - As often as necessary during cultivation or product preparation when contamination occurs.
  - In the restroom after toilet use and when you return to your work station.
  - When switching between working areas
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - After cleaning duties.
  - Between each task performed and before wearing disposable gloves.
  - After eating or drinking.
  - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- Wash hands only in hand sinks designated for that purpose.
- Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

*Proper Attire:*

- Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- Wear apron or lab coat on site, as appropriate.
  - Do not wear apron or lab coat to and from work.

- Take off apron or lab coat before using the restroom.
- Remove apron or lab coat when leaving the production or processing area.
- Change apron or lab coat if it becomes soiled or stained.
- Wear disposable gloves with any cuts, sores, rashes, or lesions.
- Wear gloves when handling products or product ingredients that will not be heated-treated.
- Wear gloves when packaging products
- Change disposable gloves as often as hand washing is required. Wash hands before donning and after discarding gloves.

#### *Hair Restraints and Jewelry:*

- Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- Refrain from wearing jewelry in the food/product production and processing area.
  - Only a plain wedding band.
  - No necklaces, bracelets, or dangling jewelry are permitted.
  - No earrings or piercings that can be removed are permitted.

#### *Cuts, Abrasions, and Burns:*

- Bandage any cut, abrasion, or burn that has broken the skin.
- Cover bandages on hands with gloves and finger cots and change as appropriate.
- Inform supervisor of all wounds.

#### *Smoking, eating, and gum chewing:*

- The Grow Rite, LLC facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- Refrain from chewing gum or eating candy during work in a food/product production or processing area.

### **HACCP- Hazard Analysis and Critical Control Point**

Grow Rite, LLC will implement a HACCP plan in accordance with the HACCP Principles & Application Guidelines issued by the FDA. This HACCP plan will address the processing,

production and packaging of all marijuana products that Grow Rite, LLC will produce. Once operational Grow Rite, LLC will:

- Assemble the HACCP team
- Describe the product and its distribution
- Describe the intended use and consumers of the product
- Develop a flow diagram which describes each process
- Verify the flow diagram
- Conduct a hazard analysis for each product (Principle 1)
- Determine critical control points (CCPs) for each product (Principle 2)
- Establish critical limits (Principle 3)
- Establish monitoring procedures (Principle 4)
- Establish corrective actions (Principle 5)
- Establish verification procedures (Principle 6)
- Establish record-keeping and documentation procedures (Principle 7)

## **Training**

Grow Rite, LLC will provide training and training opportunities to all of its employees. In addition to required training, Grow Rite, LLC will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

- All employees will be trained on basic plant safety prior to or during the first day of employment.
- Include basic product safety training as part of new employee orientation.
- The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
- The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
- The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- All employees engaging in the trimming or packaging will be trained and certified in;
- A nationally accredited Food Handler Program (i.e. ServSafe)
- Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
- Require at least one Agent to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
- Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
- Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.

- Document the content of all training sessions and attendance.
- File documentation in HACCP records.

## **Testing of Marijuana and Marijuana Products**

Grow Rite, LLC sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the “Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries” (‘the Protocol’) published by DPH.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *“Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries”* published by the DPH.

Grow Rite, LLC will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that Grow Rite, LLC contracts with will be licensed by the Commission prior to Grow Rite, LLC contracting them for testing services.

Sampling of marijuana for testing will be done in accordance with the Protocol as follows:

- **Label**
  - Label each Sample Container with the Production Batch ID, date and time of sampling, and sampler’s initials
- **Fill out the Chain of Custody (see sample below)**
  - List the same info on the chain of custody
  - One sample ID goes on one line
  - Check the appropriate boxes
    - Make sure date and time stamp are filled in
- **Sampling**
  - Heaping an adequately mixed and homogenized product into a square shape
  - Divide the heap into four equal quarters
  - Select samples from two of the opposite quarters, which are mixed and sampled
    - The remaining quarters will then be combined and mixed and used for microbiological and contaminant testing
    - Repeat the quartering process until the required quantity is obtained (Determined by the Testing Lab)
- **Storing Sample**

- Store samples in a cool, dry location until samples are picked up by a Testing Lab courier
- All Testing samples will be recorded in the Metrc system.

The testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with the Grow Rite, LLC policies and procedures and 935 CMR 500.105(13) if applicable. We will also ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11). Any and all excess Grow Rite, LLC marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the Grow Rite, LLC Facility for disposal or by the Independent Testing Laboratory disposing of it directly.

Grow Rite, LLC will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

- Cannabinoid Profile
- Contaminants as specified by the Department/Commission including, but not limited to:
  - Mold
  - Mildew
  - Heavy metals
  - Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
  - Bacteria
  - Fungi
  - Mycotoxins.

Grow Rite, LLC will maintain the results of all testing for no less than one year.

Grow Rite, LLC will arrange for testing to be conducted in accordance with the frequency required by the Department/Commission.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results.

Grow Rite, LLC will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

This policy will be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

## **Quality Control Testing**

Grow Rite, LLC will submit duplicate testing samples for quality control purposes. These samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid marijuana collected.

These duplicate samples will be collected and analyzed for each analytical method performed on the samples. These duplicate samples will not be identified to the laboratory (blind QC).

## **Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits**

If a laboratory test result indicates that a Grow Rite, LLC marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) Grow Rite, LLC will:

- Immediately segregate the cultivation or production batch and evaluate next steps.
  - Using the flowchart below (Actions in Response to Laboratory Analytical Results), the Cultivation Manager and CEO will determine whether to:
    - Retest the Cultivation/Production Batch
    - Remediate the Cultivation/Production Batch
    - Dispose of Cultivation/Production Batch
- If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
- If it is determined that the Production Batch cannot be remediated, it will be disposed of.
- In the case of disposal under 1 and 2 above the Grow Rite, LLC Cultivation Manager or Designee will:
  - Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
  - The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- In the case of any test result that indicates that a Grow Rite, LLC marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manager or designee will conduct an assessment of the source of the contamination.
- This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
- The assessment should include a corrective action plan and be shared as a training tool with all Grow Rite, LLC agents.

## **Sampling of Media for Testing**

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. Grow Rite, LLC will contract an approved environmental testing laboratory for the purposes of testing all of our environmental media and water. Follow the process outlined in the *“Sampling Instructions for Massachusetts DPH Medical Marijuana Program”* form below.

Supplies Needed: Sample Form, Chain of Custody, Pen. Marker, Ziploc bag

- Label
  - Label each Ziploc bag with the sample ID, date and time of sampling, and sampler’s initials
- Fill out the Chain of Custody
  - List the same info on the chain of custody
  - One sample ID goes on one line
  - Check the appropriate boxes
  - Make sure date and time stamp are filled in
- Sampling
  - Fill the Ziploc sample bag with 8 oz. of soil/media
  - Tightly seal the sample bag
- Storing Sample
  - Store samples in a cool, dry location until samples are picked up by a NET Lab courier
- Quality Assurance will perform routine audits and analysis of report from the testing lab.

## **Sampling of Water for Testing**

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Cultivation Manager is responsible for all water sampling to meet the compliance criteria. Grow Rite, LLC will contract with an approved environmental testing laboratory for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”* Grow Rite, LLC will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. We will follow the process outlined in the *“Sampling Instructions for Marijuana Testing”* form below.



Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

- Metals;
- Pesticides; and
- Bacteriological

#### Collecting Water Samples

- Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
- Prior to Sample Collection. The Cultivation Manager or designee will assemble all equipment and information needed before beginning.
  - Items to assemble before sampling include, but are not limited to, the following:
    - Sample collection plan or diagram of locations to ensure representative sample collection
    - Logbook or sample collection forms
    - Chain-of-custody forms (COCs) (See below)
  - Disposable gloves
  - Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
  - Sample containers appropriate for the analyses required;
    - These will be supplied by the lab.
  - Container labels and pen with indelible ink; and
  - Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
- Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
- Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
- Sample collection personnel shall identify or determine the number and location of water samples to be collected
  - Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.
  - Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).

- In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
- Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
- Preparing sample labels and affixing them to sample containers immediately before sampling.
  - Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
- Sample Collection. Collect the planned samples from each sample location one at a time:
  - Don gloves to mitigate potential for contamination of samples
  - Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
  - Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
  - For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
  - Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
  - Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure that the tap or spigot does not contact the sample container.
  - Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
  - Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
  - Chain-of-custody paperwork should be completed immediately prior to shipment.
- Sample Handling

- After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
- Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
- All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
- Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.
- Sample Storage
  - Samples should be refrigerated or maintained on ice ( $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$ ) until they are shipped to the analytical laboratory.
  - Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
  - In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
  - To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

## **Sampling Instructions for Environmental Media and Water**

### ***For a full suite of analyses on a water sample:***

At each sample point, label one of each of the following bottles with the sample ID, date and time of sampling and sampler's initials:

1. One 1-L amber glass jar with no preservative
2. One 16-oz plastic bottle with no preservative
3. One 16-oz plastic jar, pre-preserved with  $\text{HNO}_3$ . Note:  $\text{HNO}_3$  is nitric acid. Use caution when filling bottle.
4. Three sterile cups. Make sure each label has the sample ID and one of the three bacteria tests (TC, HPC, and FC). Each of these tests require an individual bottle.

Fill out the Chain of Custody with the same information as on the bottle labels. Note: One sample ID goes on one line. Each individual bottle does not require its own line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct. At each sampling point, fill all six bottles completely. Do not touch the inside of the

sterile cups or their caps or put the caps down on a dirty counter. Make sure all bottles are tightly capped and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

***For a full suite of analyses on a soil sample:***

At each sample point, label one sandwich sized Ziploc or 8-oz glass jar with the sample ID, date and time of sampling and sampler's initials.

Fill out the Chain of Custody with the same information as on the labels. Note: One sample ID goes on one line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct. At each sampling point, fill one container completely. Make sure containers are tightly sealed and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

## Sample Chain of Custody form for Media/Soil Sampling

### SOIL SAMPLE CHAIN OF CUSTODY FORM

Company: _____	Telephone # _____	Fax #: _____
Contact: _____	Client Project Number: _____	
Relinquished by: _____	Date: _____	Time: _____
Written Report To: _____		
Project Name: _____		
Turn-Around (Circle One):	2-3 Day	4-5 Day    Weekend    Rush    After Hour Rush

*For Laboratory Use Only*

MSE Project # _____	Method: EPA/600/R-93/116
Samples Received by: _____	Date: _____ Time: _____

Client Sample Number	Location	Sample Description	Sampled By

Results Transmitted/Date: \_\_\_\_\_ Fax/Phone By: \_\_\_\_\_

## Sample Chain of Custody form for Water Sampling

### WATER SAMPLE CHAIN OF CUSTODY FORM

Company: _____	Telephone # _____	Fax #: _____
Contact: _____	Client Project Number: _____	
Relinquished by: _____	Date: _____	Time: _____
Written Report To: _____		
Project Name: _____		
Turn-Around (Circle One):   Same Day   24 Hour   2-3 Day   4-5 Day   Weekend   Rush   After Hour Rush		

#### For Laboratory Use Only

MSE Project #	MSE- _____	Method:	EPA # 600/ 4-83-043, 100.2 _____
Samples Received by:	_____	Date:	_____
		Time:	_____

Client Sample Number	Location	Sample Description	Sampled By

Results Transmitted/Date: \_\_\_\_\_ Fax/Phone By: \_\_\_\_\_

GROW IN UPTON, MASSACHUSSETS

# GROW RITE, LLC

## Smart Cultivator

### Record Keeping Procedures



## **Intent**

Grow Rite, LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

To provide clear and concise instructions for Grow Rite, LLC employees regarding Record Keeping that are in compliance with the Regulations.

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

## **Access to the Commission**

Grow Rite, LLC electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

## **Types of Records**

The following records will be maintained and stored by Grow Rite, LLC and available to the Commission upon request:

- Operating procedures as required by 935 CMR 500.105(1)
  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);



- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- A policy for the immediate dismissal of any marijuana establishment agent who has:
  - Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that shall include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- Operating procedures as required by 935 CMR 500.120(12);

- Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
- Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
- Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
- Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- Inventory records as required by 935 CMR 500.105(8); and
- Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations;

- A record of any disciplinary action taken; and
  - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe work conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030
- Business records, which shall include manual or computerized records of:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products; and
  - Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- Waste disposal records as required under 935 CMR 500.105(12); and
- Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- Responsible vendor training program compliance records.
- Vehicle registration, inspection and insurance records.

All records kept and maintained by Grow Rite, LLC will be securely held. Access to these records will only be accessible to those Grow Rite, LLC Agents who require access as a part of their job duties.

GROW IN UPTON, MASSACHUSSETS

**GROW RITE, LLC**

Smart Cultivator

Restricting Access to Age 21 and Older



## **Intent**

Grow Rite, LLC Cultivation operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

## **Definitions**

**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that ***no such individual shall be younger than 21 years old.***

## **Responsibilities**

The Grow Rite, LLC Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Grow Rite, LLC are over the age of 21.

## **Access to the Facility**

The Grow Rite, LLC cultivation facility located at 276 Great Barrington Rd., D West Stockbridge, MA allows only the following individuals access to our facility.

- Grow Rite, LLC Agents (including board members, directors, employees, executives, managers, or volunteers)
  - Must have a valid Agent Registration Card issued by the Commission

- All Grow Rite, LLC Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
- Visitors (including outside vendors and contractors)
  - Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
    - If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
  - After the age of the visitor is verified they will be given a Visitor Identification Badge
  - Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
  - Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
    - The visitor log will be available for inspection by the Commission at all times
- Access to the Commission, Emergency Responders and Law Enforcement.
  - The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
    - Representatives of other state agencies of the Commonwealth; and
    - Emergency responders in the course of responding to an emergency.
    - Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
  - Individuals described above in this policy will be granted immediate access to the facility.

GROW IN UPTON, MASSACHUSSETS

# GROW RITE, LLC

## Smart Cultivator

Qualifications and Training



## **Intent**

Grow Rite, LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

To provide clear and concise instructions for Grow Rite, LLC employees regarding the qualifications for employment and agent training that are in compliance with the Regulations.

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

## **Qualifications for a Grow Rite, LLC Marijuana Establishment Agent**

The minimum requirements to become a Grow Rite, LLC Marijuana Establishment Agent (“Grow Rite, LLC Agent”) are outlined below. All Grow Rite, LLC board members, directors, employees, executives, managers or volunteers will apply to the Commission as a Grow Rite, LLC Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Grow Rite, LLC will be composed of following agents.

Owner & Master Grower: Jon Kim

Operation Manager: To Be Decided

Sales Manager: To Be Decided

Assistant Grower: To Be Decided

All Grow Rite, LLC Agents must;

- Be 21 years of age or older;
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- Comply with state mandated “Responsible Vendor” [935 CMR 500.105(2)] training programs as listed below.



- Must take this minimum two (2) hour “Responsible Vendor” training program and pass the certification exam with a score of 70% or higher.
- Marijuana establishment staff will be required to complete at least two (2) hours of cannabis “Responsible Vendor” training as part of the State of Massachusetts’ annual, eight (8) hour general training minimum required of agents who are registered to operate in the adult-use industry.
- All owners, managers, and employees that are involved in the handling and sale of marijuana will be required to attend training through a certified provider within 90 days of hire. The certification is good for one (1) year, and after this point, employees must recertify annually.

Grow Rite, LLC will develop a job description for all positions with the company. While all Grow Rite, LLC Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

### **Mandatory Training of Grow Rite, LLC Agents**

Pursuant to 935 CMR 500.105(2)(a) Grow Rite, LLC will ensure all Grow Rite, LLC Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

- Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - Code of Conduct;
  - Marijuana Regulations;
  - Security and Safety;
  - Emergency Procedures/Disaster Plan;
  - Diversion of Marijuana;
  - Terminable Offences;
  - Confidential Information;
- Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
  - Alcohol, smoke and drug-free workplace;
  - Equal Employment Policy;
  - Anti-Harassment and Sexual Harassment Policy;
  - Americans with Disability Act;
  - Employee Assistance Policy; and
  - Diversity Plan

- After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training (“OJT”).
- All Grow Rite, LLC Agents will receive a minimum of 8 hours of training annually.
- Grow Rite, LLC will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retrained by Grow Rite, LLC for at least one year after agents’ termination.
- When implemented and available, Grow Rite, LLC will require all of its Agents to attend and complete a Responsible Vendor Training Program and designated as a “responsible vendor”
  - After the responsible vendor designation is applied each Grow Rite, LLC owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
  - Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Grow Rite, LLC will allow and encourage them to attend on a voluntary basis.
  - Grow Rite, LLC will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

### **Additional Training**

Grow Rite, LLC will provide ongoing training and training opportunities to its employees. In addition to required training, Grow Rite, LLC will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s products. We will, additionally, encourage, but not require employees to participate in community outreach activities including, but not limited to educational outreach, outreach to prevent diversion to minors and community involvement activities.

GROW IN UPTON, MASSACHUSSETS

# GROW RITE, LLC

## Smart Cultivator

### Diversity Plan



## **Diversity Plan Overview**

Given the managements history with diversity, Grow Rite believes in creating and sustaining a robust policy of inclusivity and diversity. Grow Rite recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. Grow Rite is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. LGBTQ+.

Grow Rite's diversity goal for hiring are also tied to local demographics; per the table below, Grow Rite seeks to hire local workforces that are at least as diverse as that community. Importantly, we will also recruit speakers of most-common non-English languages in order to best serve the community and advance its universal access to cannabis and knowledge about it

### **Community Demographics (2015 ACS data)**

Municipality	Black	Asian	Hispanic	Most Common Non-English Languages
Worcester	11.4%	7.2%	20.8%	Spanish, African Languages, Vietnamese
Hudson	1.9%	2.7%	3.9%	Portuguese, Spanish, Chinese
Framingham	5.9%	8.1%	15.5%	Spanish, Portuguese, Russian

To support such populations, Grow Rite has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Grow Rite's operations.

## **Goals**

In order for Grow Rite to promote equity for the above-listed groups in its operations, Grow Rite has established the following goals:

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment up to 50% of total employment (Targeting 25% Women and 25% from the rest from the list); and
2. Providing tools to ensure their success by support necessary trainings. (Targeting 100% of all employees)

## **Diversity Recruitment and Sourcing**

Grow Rite's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Advertising employment opportunities online at Craigslist.org and Classifiedads.com; two positions will be posted as soon as receiving the license from Cannabis Control Commission and will post more positions as needed.
- Advertising employment opportunities and career fairs with organizations such as Habitat for Humanity MetroWest/Greater Worcester located at 640 Lincoln Street, Suite 100, Worcester, MA. 01605 serving minorities, women, people who identify as LGBTQ+, veterans, and persons with disabilities for employment referrals;
- Encouraging employees from diverse groups to refer applicants for employment;

### **Employee Retention, Training and Development**

This plan includes an established employee diversity goals and workforce utilization report policy; diversity-oriented outreach and events; policy for contracts with diverse groups; and mentoring and professional development programs.

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Grow Rite's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Grow Rite will offer promotions, career counseling, and training to provide all employees with individual needs for growth and to decrease turnover. Grow Rite will ensure that all employees are given individual needs for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Grow Rite will ensure that all employees receive their need for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. Grow Rite anticipates hosting quarterly educational trainings.

Grow Rite's diversity awareness training emphasizes Grow Rite's zero-tolerance commitment of harassment and discrimination and Grow Rite's strict adherence to take corrective action should any issues, concerns, or complaints arise. All Grow Rite employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing

diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Awareness of Diversity Plan goals and Grow Rite's efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Grow Rite's success. Management, staff, associates, vendors, contractors, and the general public all benefit from being informed of the Diversity Plan objectives and procedures. Dissemination of information of the Diversity Plan includes the following:

- Inclusion of Grow Rite's Equal Employment Opportunity and Reasonable Accommodation statement in the Employee Handbook;
- Inclusion of Grow Rite's zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose Grow Rite's goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

### **Measuring Progress**

1. Grow Rite 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 Marijuana Establishments.
2. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
3. Grow Rite will be responsible for document the success of the Diversity Plan for one year from provisional licensure and each year thereafter. The document setting forth the Company's performance in fulfilling the goals of the Plan will contain:
  - Employment data, including information on minority, women, disabled, and veteran representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
  - A comprehensive description of all efforts made by Grow Rite to monitor and enforce the Diversity Plan;
  - Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
  - Number of promotions for people falling into the above-listed demographics since initial licensure;
  - Number of positions created since initial licensure;

- Number of and type of information sessions held or participated in with supporting documentation.