



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281488

Original Issued Date: 06/12/2019

Issued Date: 07/10/2020

Expiration Date: 08/12/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: MassGrow, LLC

Phone Number: (646) 661-7600 Email Address: fperullo@awholdings.com

Business Address 1: 134 Chestnut Hill Avenue Business Address 2:

Business City: Athol Business State: MA Business Zip Code: 01331

Mailing Address 1: 134 Chestnut Hill Avenue Mailing Address 2:

Mailing City: Athol Mailing State: MA Mailing Zip Code: 01331

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:

Percentage Of

Control:

Role: Executive / Officer

Other Role:

Entity with Direct or Indirect Authority 2

Percentage of Control: 100 Percentage of Ownership: 100

Entity Legal Name: MassGrow, Inc. Entity DBA: DBA City:

Entity Description: Delaware corporation; Parent company

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website:

Entity Address 1: Entity Address 2:

Entity City: Entity State: Entity Zip Code:

Entity Mailing Address 1: Entity Mailing Address 2:

Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

Relationship Description: MassGrow, LLC is wholly owned by MassGrow, Inc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Ascend Wellness Holdings, LLC Entity DBA:

Email: perullofp@gmail.com Phone: (646) 661-7600

Address 1: 125 Cambridgepark Drive, Suite 301 Address 2:

City: Cambridge State: MA Zip Code: 02140

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$200000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: Owner Last Name: Owner Suffix:

Entity Legal Name: Revolution Cannabis - Barry, LLC Entity DBA: Ascend Illinois

Entity Description: Medical Cannabis Cultivation Center

Entity Phone: Entity Email: Entity Website:

(646) 661-7600 fperullo@awholdings.com

Entity Address 1: 1 310th Avenue Entity Address 2:

Entity City: Barry Entity State: IL Entity Zip Code: 62312 Entity Country: USA

Entity Mailing Address 1: 1 310th Avenue Entity Mailing Address 2:

Entity Mailing City: Barry Entity Mailing State: IL Entity Mailing Zip Code: Entity Mailing Country:

62312 USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: Owner Last Name: Owner Suffix:

Entity Legal Name: HealthCentral, LLC Entity DBA: Illinois Supply & Provisions formerly HCl Alternatives

Entity Description: Registered Medical Cannabis Dispensing Organization

Entity Phone: (646) 661-7600 **Entity Email:** fperullo@awholdings.com **Entity Website:**

Entity Address 1: 628 East Adams Street **Entity Address 2:**

Entity City: Springfield **Entity State:** IL **Entity Zip Code:** 62701 **Entity Country:** USA

Entity Mailing Address 1: 628 East Adams Street **Entity Mailing Address 2:**

Entity Mailing City: Springfield **Entity Mailing State:** IL **Entity Mailing Zip Code:** 62701 **Entity Mailing Country:** USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: Ascend Illinois **Entity DBA:** Illinois Supply & Provisions formerly HCI Alternatives

Entity Description: Registered Retail Cannabis Dispensing Organization

Entity Phone: (646) 661-7600 **Entity Email:** fperullo@awholdings.com **Entity Website:**

Entity Address 1: 628 East Adams Street **Entity Address 2:**

Entity City: Springfield **Entity State:** IL **Entity Zip Code:** 62701 **Entity Country:** USA

Entity Mailing Address 1: 628 East Adams Street **Entity Mailing Address 2:**

Entity Mailing City: Springfield **Entity Mailing State:** IL **Entity Mailing Zip Code:** 62701 **Entity Mailing Country:** USA

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: Ascend Illinois **Entity DBA:** Illinois Supply & Provisions formerly HCI Alternatives

Entity Description: Registered Medical Cannabis Dispensing Organization

Entity Phone: (646) 661-7600 **Entity Email:** fperullo@awholdings.com **Entity Website:**

Entity Address 1: 1010 Eastport Plaza Drive **Entity Address 2:**

Entity City: Collinsville **Entity State:** IL **Entity Zip Code:** 62234 **Entity Country:** USA

Entity Mailing Address 1: 1010 Eastport Plaza Drive **Entity Mailing Address 2:**

Entity Mailing City: Collinsville **Entity Mailing State:** IL **Entity Mailing Zip Code:** 62234 **Entity Mailing Country:** USA

Business Interest in Other State 5

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: FPAW Michigan LLC **Entity DBA:** Michigan Supply & Provisions

Entity Description: Registered Medical and Retail Cannabis Dispensing Organization

Entity Phone: (646) 661-7600 **Entity Email:** fperullo@awholdings.com **Entity Website:**

Entity Address 1: 1096 E Main Street **Entity Address 2:**

Entity City: Morenci **Entity State:** MI **Entity Zip Code:** 49256 **Entity Country:** USA

Entity Mailing Address 1: 1096 E Main Street **Entity Mailing Address 2:**

Entity Mailing City: Morenci	Entity Mailing State: MI	Entity Mailing Zip Code: 49256	Entity Mailing Country: USA
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Business Interest in Other State 6

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: FPAW Michigan LLC	Entity DBA: Michigan Supply & Provisions		
Entity Description: Registered Medical Cannabis Dispensing Organization			
Entity Phone: (646) 661-7600	Entity Email: fperullo@awholdings.com	Entity Website:	
Entity Address 1: 24363 Grand River	Entity Address 2:		
Entity City: Detroit	Entity State: MI	Entity Zip Code: 48219	Entity Country: USA
Entity Mailing Address 1: 24363 Grand River		Entity Mailing Address 2:	
Entity Mailing City: Detroit	Entity Mailing State: MI	Entity Mailing Zip Code: 48219	Entity Mailing Country: USA

Business Interest in Other State 7

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Ascend Ohio, LLC	Entity DBA: Ohio Supply & Provisions		
Entity Description: Registered Medical Cannabis Dispensing Organization			
Entity Phone: (646) 661-7600	Entity Email: fperullo@awholdings.com	Entity Website:	
Entity Address 1: 3560 Dolson Ct. NW	Entity Address 2:		
Entity City: Carroll	Entity State: OH	Entity Zip Code: 43112	Entity Country: USA
Entity Mailing Address 1: 3560 Dolson Ct. NW		Entity Mailing Address 2:	
Entity Mailing City: Carroll	Entity Mailing State: OH	Entity Mailing Zip Code: 43112	Entity Mailing Country: USA

Business Interest in Other State 8

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Hemma, LLC	Entity DBA: Hemma		
Entity Description: Cannabis Cultivation Center			
Entity Phone: (646) 661-7600	Entity Email: fperullo@awholdings.com	Entity Website:	
Entity Address 1: 100 Edison Drive	Entity Address 2:		
Entity City: Monroe	Entity State: OH	Entity Zip Code: 45044	Entity Country: USA
Entity Mailing Address 1: 100 Edison Drive		Entity Mailing Address 2:	
Entity Mailing City: Monroe	Entity Mailing State: OH	Entity Mailing Zip Code: 45044	Entity Mailing Country: USA

Business Interest in Other State 9

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Revolution Cannabis - Barry, LLC	Entity DBA: Ascend-Illinois		

Entity Description: Medical Cannabis Early Approval Adult Use Permit

Entity Phone: (646) 661-7600	Entity Email: fperullo@awholdings.com	Entity Website:	
Entity Address 1: 1 310th Avenue		Entity Address 2:	
Entity City: Barry	Entity State: IL	Entity Zip Code: 62312	Entity Country: USA
Entity Mailing Address 1: 1 310th Avenue		Entity Mailing Address 2:	
Entity Mailing City: Barry	Entity Mailing State: IL	Entity Mailing Zip Code: 62312	Entity Mailing Country: USA

Business Interest in Other State 10

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: HealthCentral, LLC		Entity DBA: Illinois Supply & Provisions formerly HCl Alternatives	
Entity Description: Registered Adult Use Cannabis Dispensing Organization			
Entity Phone: (646) 661-7600	Entity Email: fperullo@awholdings.com	Entity Website:	
Entity Address 1: 628 East Adams Street		Entity Address 2:	
Entity City: Springfield	Entity State: IL	Entity Zip Code: 62701	Entity Country: USA
Entity Mailing Address 1: 628 East Adams Street		Entity Mailing Address 2:	
Entity Mailing City: Springfield	Entity Mailing State: IL	Entity Mailing Zip Code: 62701	Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Francis	Last Name: Perullo	Suffix:	
Marijuana Establishment Name: Ascend Mass, LLC	Business Type: Marijuana Retailer		
Marijuana Establishment City: Boston; Newton	Marijuana Establishment State: MA		

Individual 2

First Name: Andrea	Last Name: Cabral	Suffix:	
Marijuana Establishment Name: Ascend Mass, LLC	Business Type: Marijuana Retailer		
Marijuana Establishment City: Boston; Newton	Marijuana Establishment State: MA		

Individual 3

First Name: Steven	Last Name: Rohlfing	Suffix:	
Marijuana Establishment Name: Ascend Mass, LLC	Business Type: Marijuana Retailer		
Marijuana Establishment City: Boston; Newton	Marijuana Establishment State: MA		

Individual 4

First Name: Jason	Last Name: Stirling	Suffix:	
Marijuana Establishment Name: Ascend Mass, LLC	Business Type: Marijuana Retailer		
Marijuana Establishment City: Boston; Newton	Marijuana Establishment State: MA		

Individual 5

First Name: Francis	Last Name: Perullo	Suffix:	
Marijuana Establishment Name: Southcoast Apothecary, LLC	Business Type: Marijuana Retailer		
Marijuana Establishment City: New Bedford	Marijuana Establishment State: MA		

Individual 6

First Name: Steven **Last Name:** Rohlfing **Suffix:**
Marijuana Establishment Name: Southcoast Apothecary, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: New Bedford **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 134 Chestnut Hill Avenue
Establishment Address 2:
Establishment City: Athol **Establishment Zip Code:** 01331
Approximate square footage of the Establishment: 360000 **How many abutters does this property have?:** 20
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft **Cultivation Environment:** Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	CommunityOutreachMeeting.pdf	pdf	5b4e5aa585e0cc3ea5b906ae	07/17/2018
Plan to Remain Compliant with Local Zoning	LocalZoningCompliance.pdf	pdf	5b4f7cdda074053215ddb320	07/18/2018
Certification of Host Community Agreement	Host-Community-Agreement-Certification-Form Athol-MassGrow 7-17-18.pdf	pdf	5b4f8567228a4c3e9f1882f4	07/18/2018

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.: \$20000

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	MassGrow ADI - RFI 5.16.19 - Final.pdf	pdf	5cdf1896624ce5135e922ea5	05/17/2019
Other	WeGrow Foundation.pdf	pdf	5cdf18aa69291617ba85cdf6	05/17/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**
First Name: Andrea **Last Name:** Cabral **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: **Other Role:**
First Name: Francis **Last Name:** Perullo **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: **Other Role:**
First Name: Steven **Last Name:** Rohlfing **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: **Other Role:**
First Name: Jason **Last Name:** Stirling **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:** Capital contributor
Entity Legal Name: Ascend Wellness Holdings, LLC **Entity DBA:**
Entity Description: Owner and capital contributor
Phone: (646) 661-7600 **Email:** info@ascendmass.com
Primary Business Address 1: 500 Totten Pond Road **Primary Business Address 2:** 6th Floor
Primary Business City: Waltham **Primary Business State:** MA **Principal Business Zip Code:** 02451
Additional Information: Formerly known as Ascend Group Partners, LLC

Entity Background Check Information 2

Role: Parent Company **Other Role:**
Entity Legal Name: MassGrow, Inc. **Entity DBA:**
Entity Description: Owner
Phone: (646) 661-7600 **Email:** info@massgrow.com
Primary Business Address 1: 137 Lewis Wharf **Primary Business Address 2:**
Primary Business City: Boston **Primary Business State:** MA **Principal Business Zip Code:** 02110
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	MassGrow Cert Good Standing.pdf	pdf	5b47bc71a18777320b0d7ebd	07/12/2018
Articles of Organization	Massgrow, LLC Cert of Organization.pdf	pdf	5b47c052228a4c3e9f187ed2	07/12/2018
Department of Revenue - Certificate of	Certificate of Good Standing-Tax-	pdf	5b4e8f0e08716131e75c7956	07/17/2018

Good standing	Massgrow.pdf			
Articles of Organization	MassGrow.pdf	pdf	5c806c7eeadf341230f691a4	03/06/2019
Bylaws	Mass Grow LLC - Operating Agreement[1][1].pdf	pdf	5c8129a2b411c1126cf04533	03/07/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Certificate.pdf	pdf	5e8ba3c02b97cf38fa37643a	04/06/2020
Department of Revenue - Certificate of Good standing	MassGrow - Certificate of Good Standing .pdf	pdf	5e8ca297172cbc3545976759	04/07/2020
Secretary of Commonwealth - Certificate of Good Standing	MassGrow - Sec of State.JPG	jpeg	5e8e910cb7c619391b8ba9ac	04/08/2020

Massachusetts Business Identification Number: 001323994

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	03 - MG - Business Plan - 2.pdf	pdf	5b5bc6c0cfd7f028435e2457	07/27/2018
Plan for Liability Insurance	Liability Insurance.pdf	pdf	5e876d9a2b97cf38fa375afd	04/03/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	POLICIES AND PROCEDURES FOR CULTIVATING.pdf	pdf	5e7a4acbf0445c357cb04f95	03/24/2020
Security plan	SECURITY PLAN.pdf	pdf	5e7a4cfd1cdd2e3910a508a5	03/24/2020
Transportation of marijuana	TRANSPORTATION OF MARIJUANA.pdf	pdf	5e7a50d5b014bf38e46cb9f6	03/24/2020
Inventory procedures	INVENTORY PROCEDURES.pdf	pdf	5e7a51829a385038d9d883a5	03/24/2020
Quality control and testing	QUALITY CONTROL AND TESTING.pdf	pdf	5e7a526581ed8a355b8d63e2	03/24/2020
Record Keeping procedures	RECORDKEEPING PROCEDURES.pdf	pdf	5e7a54162eba6d38ef1630ec	03/24/2020
Maintaining of financial records	MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	5e7a5480961ad539052bbb1a	03/24/2020
Prevention of diversion	PREVENTION OF DIVERSION.pdf	pdf	5e7b8b7d2b97cf38fa373a17	03/25/2020
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5e7ba6519a385038d9d887e4	03/25/2020
Qualifications and training	QUALIFICATIONS AND TRAINING.pdf	pdf	5e7cf3d91cdd2e3910a5103d	03/26/2020
Restricting Access to age 21 and older	PLANS FOR RESTRICTING ACCESS TO 21+.pdf	pdf	5e877272961ad539052bdee8	04/03/2020

Storage of marijuana	STORAGE OF MARIJUANA.pdf	pdf	5e87728c961ad539052bdeec	04/03/2020
Diversity plan	DIVERSITY PLAN.pdf	pdf	5e878cd52b97cf38fa375c0c	04/03/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Goal: MassGrow, LLC ("MassGrow") will use a portion of the campus to facilitate an accelerator program for potential cultivators and product manufacturers designated as Economic Empowerment Priority Applicants by the Cannabis Control Commission. Through an RFP process, MassGrow will identify a small number of participants to participate in the campus with reduced rents and access to four (4) seminars held annually for campus participants and Economic Empowerment Priority Applicants. Please note that due to the extensive construction and build out anticipated of the surrounding mill buildings on site, it was noted that MassGrow did not anticipate to commence this portion of its plan until 2021.

Progress: MassGrow recognized it could support Economic Empowerment Applicants and Social Equity Applicants prior to the finalization of construction efforts to the surrounding portions of its facility by offering low rent office space and parking spaces to companies seeking Delivery-Only licensees. To date, MassGrow has signed the enclosed letter of intent to lease to Treevit, LLC ("Treevit"), a Social Equity Applicant seeking a Delivery-Only license. It has assisted Treevit in obtaining a Special Permit from the Town of Athol to operate at the site by providing existing site plans and facilitating conversations with the Town. Additionally, MassGrow has identified another delivery entrepreneur that is interested in tenancy and is engaging in negotiations now.

Progress or Success Goal 2

Description of Progress or Success: Goal: MassGrow will host four (4) CORI sealing clinics annually in geographic areas of disproportionate impact, including at least one in the nearby City of Greenfield. The trainings will assist individuals with past convictions with retrieving copies of their CORI reports and administratively sealing the reports when eligible. Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies, criminal justice areas and community centers; and circulated to marijuana advocacy organizations.

Progress: MassGrow had originally intended to host its CORI sealing clinics in April 2020, but postponed its efforts due to the COVID-19 public health crisis. It rescheduled such events as follows before again rescheduling them due to COVID-19.

Clinic 1

Location: Fitchburg Public Library, Garden Room

Date: Tuesday June 2, 2020; 1-3pm

Clinic 2

Location: Fitchburg Public Library, Garden Room

Date: Thursday June 11, 2020; 5:30-7:30pm

Clinic 3

Location: Hampton Inn and Suites, Greenfield

Date: Wednesday June 17, 2020; 1-3pm

Clinic 4

Location: Hampton Inn and Suites, Greenfield

Date: Wednesday June 24, 2020; 6-8pm

Enclosed, please find the proposed flyers for such events and demonstration of room reservations. MassGrow will reschedule and publicize the events through press releases and paid advertisements in the Sentinel & Enterprise and the Greenfield Recorder; directly to workforce development and community engagement initiatives that service respective communities; and through notices to marijuana advocacy organizations. MassGrow anticipates publicizing its clinics one month in advance of the clinic date to allow for rescheduling should public health necessitate it.

Progress or Success Goal 3

Description of Progress or Success: Goal: MassGrow will contribute 0.5% of its net revenue to the private WeGrow, Inc.(the "Foundation" or the "Fund") set up by Ascend Wellness Holdings, the parent company of MassGrow.

As an operationally independent charitable organization, the Foundation, through grants and other giving, will support eligible organizations and programs that provide services to: past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact; Commission-designated Economic Empowerment Priority applicants; Commission-designated Social Equity Program participants; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact. The Foundation will have a board comprised of independent directors with no affiliation or financial interest in MassGrow or Ascend Wellness Holdings.

Progress: MassGrow does not yet have revenue that can be contributed to the Foundation. WeGrow, Inc. was registered with the MA Secretary of State's Office on May 23, 2019 (I.D.# 001385263). It is finalizing a submission to the Internal Revenue Service for non-profit status. It has established a Board comprised of independent directors as outlined below:

President and CEO:

Hon. Leslie E. Harris, Ret.

8 Carlisle Street

Boston, MA 02121

Executive Director:

Kimberly E. Zouzoua

55 Gordon Street

Brockton, MA 02301

Director:

Robert Ward, Esq.

77 Franklin St. 3rd fl.

Boston, MA 02110

Director:

Hon. Geraldine Hines, Ret.
24 Kenilworth St.
Roxbury, MA 02119

Director:

Charles Terrell, Phd.
83 Ivy St. #34
Brookline, MA 02446

Director:

Kavayah Wright
118 Summit St.
Hyde Park, MA 02136

COMPLIANCE WITH DIVERSITY PLAN
Diversity Progress or Success 1

Description of Progress or Success: Goal: MassGrow seeks to develop a Diversity Plan that promotes equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. MassGrow has developed specific goals, including increasing the number of individuals falling into the above-listed demographics working in the establishment.

Note: Please be advised that MassGrow obtained its provisional license prior to the Commission's guidance on Diversity Plans. As such, it has augmented its Diversity Plan narrative within this renewal application to develop specific benchmark figures for success.

Progress: MassGrow has hired 35 employees at the time of this submission. Please see the below diversity figures.

Gender:

- ☒ Women: 17 (48.5%)
- ☒ Men: 18 (51.5%)

Race/Ethnicity:

- ☒ Black American, Latino, or Asian: 7 (20%)
- ☒ White: 28 (80%)

LGBTQ: 4 (11.42%)

Veterans: 3 (8.6%)

Employees from Areas of Disproportionate Impact: 2 (6%)

MassGrow also believes it is important to ensure diverse members of its workforce are elevated to leadership roles. Please see the below breakdown of MassGrow's 11 executive managers or middle managers.

Race/Ethnicity:

- ☒ Black American: 2 (18%)
- ☒ White: 9 (82%)

Gender:

- ☒ Female: 5 (45%)
- ☒ Male: 6 (55%)

LGBTQ: 2 (18%)

As outlined through its revised Diversity Plan, MassGrow hopes to build on its existing success of ensuring a diverse and inclusive workforce by maintaining existing levels of diverse staff as it significantly expands its operations throughout 2020-2021. MassGrow anticipates hiring an additional 47 employees in the coming year.

Diversity Progress or Success 2

Description of Progress or Success: Goal: MassGrow sought to implement a comprehensive recruitment effort that was specifically tailored to ensuring it maintained a diverse and inclusive workforce. Its proposed efforts included: hosting two career fairs annually, at least one of which is in the nearby Town of Greenfield; advertising employment opportunities in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards; providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings; encouraging employees to refer applicants from diverse groups for employment;; developing relationships with programs designed to improve employment opportunities for diverse persons; and utilizing online career and job websites as well as social media.

Progress: MassGrow received its Provisional License in May 2019 and held a four-day job fair for cultivation personnel that same month at the Athol Town Hall. MassGrow conducted exhaustive outreach efforts, including: posting advertisements in three community newspapers; purchasing radio advertisements; distributing flyers in local community centers and at agency counters in Town Hall; making job postings available to local businesses via “eblasts” from the North Quabbin Chamber of Commerce; promoting the job fair and employment opportunities to local organizations for diverse persons including MassHire, the Northeast Quabbin Veteran's District, the New England Learning Center for Women in Transition, the Montachusett Veteran's Outreach Center, Corporation for Public Management/Partners in Community and Hope for Women; and posting the position on online employment platforms such as Indeed.

As a result of its exhaustive efforts, over 500 prospective employees attended the for-day job fair and hundreds more submitted applications online. Many of them identified from diverse backgrounds. As such, MassGrow opted not to host second job fair.

Diversity Progress or Success 3

Description of Progress or Success: Goal: MassGrow will offer promotions, career counseling, and training to provide all employees. with opportunity for growth and to decrease turnover. MassGrow anticipates hosting quarterly educational trainings (four each year). Additionally, MassGrow will: provide annual cultural training on cultural sensitivity and recognizing unconscious bias, focusing on materials including learning about multicultural environments, how to foster inclusion and belonging, intercultural competence, and break out group sessions; and use suppliers who are also committed to diversity and inclusion, identified throughout the procurement process specifically through questions about commitment to diversity, measurement of current diversity within organizations, and proactive diversity planning.

Progress: At the time of submission, MassGrow staff have only been working for four months and the majority of cultivation employees are impacted by Governor Baker's emergency order requiring them to stay home, limiting the potential for planned on-site trainings. All employees have received eight or more hours of job-specific training, including Responsible Vendor Training, prior to starting work. Via multiple presenters, a significant portion of that training focused on the company's goal of creating a diverse and healthy work environment through inclusion and equal opportunity for advancement. MassGrow has unambiguous policies prohibiting workplace bullying, harassment and discrimination of all kinds as part of their training, employees were specifically asked to help create and maintain a positive work environment through individual leadership and intolerance of prohibited behaviors. The CEO made it a point to inform them that they were each carefully chosen, based on their job application and interview responses, as they were perceived to be both capable and willing of shouldering that responsibility. MassGrow's policy of promoting from within whenever possible was highlighted as a way of acknowledging good work, leadership skills and adding institutional strength to these priorities.

Thus far, four employees have received outside training largely related to regulatory compliance or have attended outside conferences to build industry and practical knowledge. Additional diversity training and the annual cultural awareness training will be scheduled for later this year and overseen by the Director of Training and the Director of Human Resources.

Please find attached an intended training re: inventory management. MassGrow believes in regular training of all staff to be competent across all fields within the facility to further skillsets required for advancement.

HOURS OF OPERATION

Monday From: 8:00 AM **Monday To:** 6:00 PM

Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: 8:00 AM	Saturday To: 6:00 PM
Sunday From: 8:00 AM	Sunday To: 6:00 PM

Community Outreach Meeting Attestation Form

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

I, Andrea Cabral, (insert name) attest as an authorized representative of MASSBROW, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on MAY 21, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on MAY 11, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on MAY 7, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on MAY 11, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

STATE & REGION

REGION BRIEFS

'Joggling' record: Man sets mark for running while juggling

BOSTON (AP) — It won't land him a spot in the Olympics, but a Massachusetts college student has run one of the fastest miles while juggling — an endeavor called "joggling."

Zach Prescott ran a 4-minute, 43.2-second mile on Tuesday while juggling three lacrosse balls.

The junior business student who is on Boston University's track and cross country squads told The Boston Globe it's all about focus and rhythm. Once he gets used to the speed when he's running, "you're pretty much juggling in place."

If verified, his time would beat the previous world record by a second.

A Guinness World Records spokesman says the organization is aware of Prescott's feat and working to determine whether he beat the current record, set in 1986, a process that can take several months.

Man accused of skipping bill and slashing waitress arrested

CHILMARK, Mass. (AP) — Authorities say a Massachusetts man accused of slashing the neck of a waitress who tried to stop him from leaving a restaurant without paying has been arrested.

Chelsea Police Chief Brian Kyles says 36-year-old Gerardo Reyes Menjivar was apprehended Thursday morning by a regional fugitive task force in Beltsville, Maryland.

Law enforcement nationwide had been asked to keep a lookout for Menjivar after he was identified as the suspect in the attack Monday night.

Police say the waitress followed Menjivar to his car after he skipped out on a bill. The woman was later found with slash wounds to her neck and right hand. She is recovering and her name hasn't been released.

Menjivar faces several charges in Massachusetts, but wasn't immediately known if he had an attorney.

Massachusetts Senate releases \$41.42B state budget plan

BOSTON (AP) — A Senate panel has released a \$41.42 billion state budget plan for the 2019 fiscal year that begins July 1, a 3 percent increase over the current fiscal year.

Senate Ways and Means Committee chairwoman Karen Spilka said Thursday the proposed budget aims to keep Massachusetts as a leader on education, health care, economic innovation and protecting the vulnerable.

The Ashland Democrat called the proposal balanced and fiscally responsible.

The spending plan includes \$4.9 billion for school funding and \$1.1 billion for aid to cities and towns. It also puts \$88.5 million into the state's rainy day fund.

The Senate is scheduled to begin debating the bill on May 22.

The House approved a budget last month that would also raise overall spending by about 1 percent without major tax increases.

Massachusetts regulators probe Uber pricing during storm

BOSTON (AP) — Massachusetts regulators are investigating whether ride-hailing company Uber violated state law by increasing prices during a powerful storm in March.

The Boston Herald reports that the Department of Public Utilities, which oversees ride-hailing apps, sent Uber a letter last month asking for the company's fares during the March 3-6 nor'easter that brought heavy rain, flooding and widespread power outages; company revenue and number of riders during the storm; and information on complaints received during the storm.

The department sent Uber and similar companies a notice when Gov. Charlie Baker declared a state of emergency, telling them to suspend surge pricing.

State law prohibits surge pricing during a state of emergency.

US denies some immigrants accused of crimes a day in court

By ALANNA DURKIN RICHER
Associated Press

BOSTON — Some immigrants living in the country illegally and accused of crimes sit in legal limbo, caught in a tug of war between local prosecutors and federal immigration authorities who won't let them appear in court because they fear being denied the opportunity to deport them.

Advocates for immigrants say the hardball tactics of Immigration and Customs Enforcement are blocking due process rights, creating chaos and forcing runarounds in court systems to get immigrants who are accused of crimes in front of judges.

Under Republican President Donald Trump, the agency is specifically targeting suspects not yet found guilty, a departure from the Obama administration, which focused primarily on those convicted, attorneys say. Advocates argue ICE has also sometimes used criminal allegations against immigrants in their deportation efforts without letting them answer the charges.

"This is now becoming a kind of full fledged war between the federal government and state attorneys general," said Mustafa Chishli, director of the Migration Policy Institute's office at New York University School of Law.

While it's unclear how many defendants are not being turned over to appear in court, cases are popping up around the country, largely in so-called sanctuary cities and states where local authorities don't cooperate with the federal government on immigration enforcement.

ICE doesn't track how many detainees have pending criminal charges or how often they're denied release to state custody for court proceedings, and agency spokeswoman said.

In one case, a man accused of raping a child was deported — essentially set free in his home country — instead of facing trial.

ICE is not required to comply with judges' orders that a detainee appear in state court. And federal officials say they won't do that if they're unsure whether local officials will return the person to federal custody when the proceeding is over.

ICE works with prosecutors to transfer detainees to criminal custody so they can resolve their cases, but won't hand a defendant over unless local authorities guarantee the person won't be released, Acting Director Thomas Homan told The Associated Press in an interview last month.

"We do the best we can to make sure these people face justice, but we've also got to do our job," Homan said. "If you really want to enforce criminal law, then work with us. We want to do the same thing, but we have to be partners in this."

The issue has come to a head in Massachusetts, where the state Supreme Court last year specifically prohibited local law enforcement officials from honoring so-called detainer requests. ICE responded by largely refusing to allow detainees to be taken to state court hearings.

In Connecticut, New York and California, lawyers say it has become a bigger problem under the Trump administration because ICE is picking up more immigrants with pending charges.

Sometimes detainees are sent to distant detention centers, making their return to

court virtually impossible. For instance, Tunika Vigil of the Rocky Mountain Immigrant Advocacy Network said that some detainees in Colorado have criminal cases in Utah but that local authorities won't transport them because it's too difficult and costly.

Mary Moriarty, chief public defender in Minnesota's Hennepin County, estimated that ICE has kept about 30 people from having their criminal cases resolved or even being assigned public defenders, meaning no one advocates for their appearance in criminal court.

ICE argues communities that don't honor its requests to hold immigrants are endangering the public by allowing suspects back onto the street. They point to the case of a man released in Philadelphia after assault charges were dismissed.

Despite an ICE detention request, who later went on to be charged with child rape.

But federal judges have ruled that holding someone solely at ICE's request is unconstitutional.

In Massachusetts, prosecutors were ready to go to trial in March in the case of Guatemala native Victor Ramirez, accused of child rape and other charges. He was arrested in 1488 but left a probation office in September, and the agency refused to release him back to state custody for his trial, a spokeswoman for the Essex prosecutor's office said.

A state court judge issued a warrant for Ramirez's arrest when he didn't show up in court. But Ramirez, who was facing up to life in prison if convicted, was deported last week, ICE said.

LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Judith D. Gray to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Ditech, Inc., dated February 21, 2006 and recorded in Worcester County (Worcester District) Registry of Deeds in Book 39542, Page 67 (the "Mortgage"), as affected by a Loan Modification Agreement dated August 1, 2009, and recorded at said Registry of Deeds in Book 44993, Page 323 of which mortgage Ditech Financial LLC (f/a Green Tree Servicing LLC is the present holder) by assignment from Mortgage Electronic Registration Systems, Inc. to GMAC Mortgage, LLC dated July 27, 2009 recorded in Worcester County (Worcester District) Registry of Deeds in Book 45562, Page 126 and assignment from GMAC Mortgage, LLC to Ditech Financial LLC (f/a Green Tree Servicing LLC, its successors and assigns) dated September 9, 2015 recorded in Worcester County (Worcester District) Registry of Deeds in Book 54275, Page 88, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 463 Harvard Avenue, Athol, MA 01831 will be sold at a Public Auction at 1:00 PM on May 30, 2018, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

THE LAND IN SAID ATHOL, BEING LOTS #320, 321, 390 AND 391 AS SHOWN ON PLAN OF LOTS ENTITLED "PLEASANT VALLEY" RECORDED IN WORCESTER DISTRICT REGISTRY OF DEEDS BOOK 1448 PAGE 653, WHICH IS NOW NUMBERED 463 HARVARD AVENUE, ATHOL, MA.

BEING THE SAME PREMISES CONVEYED TO ARTHUR E. MARION ET UX BY DEED OF LUELLA R. SUTHERLAND, DATED MAY 8, 1943 AND RECORDED IN SAID REGISTRY, BOOK 2884 PAGE 373.

EXCEPTING FROM THE ABOVE PREMISES A PORTION CONVEYED TO HENRY C. RAYMOND BY DEED OF ARTHUR E. MARION ET UX, DATED JUNE 5, 1943 AND RECORDED IN SAID REGISTRY BOOK 2888, PAGE 28, DESCRIBED AS FOLLOWS:

BEGINNING AT A CEMENT BOUND IN THE WESTERLY LINE OF HARVARD AVENUE; THENCE SOUTHERLY BY THE WESTERLY LINE OF HARVARD AVENUE 20 FEET, MORE OR LESS TO THE NORTHERLY CORNER OF THE GRANTEE;

THENCE WESTERLY BY LAND OF THE GRANTEE 100 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF LOT #389;

THENCE SOUTHERLY, BEING A LINE PARALLEL WITH HARVARD AVENUE TO THE EASTERLY LINE OF LOT #389 60 FEET, MORE OR LESS; THENCE WESTERLY, IT BEING THE SOUTHERLY LINE OF LOT #389, AND BEING LAND OF GRANTEE 100 FEET, MORE OR LESS;

THENCE NORTHERLY IN A LINE PARALLEL WITH THE WESTERLY LINE OF HARVARD AVENUE 86.06 FEET, MORE OR LESS, TO A CEMENT BOUND AT OTHER LAND OF GRANTEE;

THENCE EASTERLY MAKING A RIGHT ANGLE WITH LAST DESCRIBED LINE AND BY LAND OF GRANTEE 200 FEET, MORE OR LESS, TO PLACE OF BEGINNING.

ALSO EXCEPTING:

A CERTAIN PARCEL OF LAND IN ATHOL, MA AND BEING SHOWN AS OUTLOT "A" ON A PLAN ENTITLED "PLAN OF LAND TO BE SURVEYED BY JUDITH D. STOLAROFF ATHOL, MA, SCALE: 1"=30' 30", MARCH 20, 2006, EDMOND J. BOUCHER, PLS. 4 HOLLY ROAD, ROYALSTON, MA AND TO BE RECORDED IN WORCESTER DISTRICT REGISTRY OF DEEDS; BEGINNING AT AN IRON PIN SET IN THE WESTERLY LINE OF HARVARD AVENUE AT THE SOUTHEAST CORNER OF THE GRANTEE PREMISE IT BEING THE NORTHEAST CORNER OF THE LAND OF THE GRANTEE;

THENCE S 85° 07' W, 199.82 FEET ALONG LAND OF THE GRANTEE TO AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE GRANTEE PREMISES IT BEING THE NORTHWEST CORNER OF LAND OF THE GRANTEE;

THENCE N 03° 01' 50" W, 5.11 FEET TO A STONE BOUND (.37 FEET OFFLINE) TO THE SOUTHWEST CORNER OF LAND OF THE GRANTEE;

THENCE N 85° 04' 38" E, 199.82 FEET ALONG LAND OF THE GRANTEE, TO THE WESTERLY LINE OF HARVARD AVENUE;

THENCE S 03° 06' 05" E, 5.23 FEET ALONG SAID HARVARD AVENUE TO THE PLACE OF BEGINNING.

CONTAINING 1,023 SQUARE FEET.

For mortgagor's title see deed recorded with the Worcester County (Worcester District) Registry of Deeds in Book 39542, Page 65.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$100,000 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder the mortgage holder and its designee(s) are exempt from this requirement; high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or by such other time or method as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Present Holder of said Mortgage,
By Its Attorneys,
ORLAIS PC
PO Box 50540
Waltham, MA 02454
Phone: (781) 790-7800
14-010318
May 11, 18, 25

Ditech Financial LLC (f/a Green Tree Servicing LLC
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Gray, Judith D., 17-028605
April 27, May 5, 11, 2018

LEGAL NOTICE COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT PROBATE AND FAMILY COURT

NOTICE OF PETITION FOR CHANGE OF NAME

WORCESTER PROBATE AND FAMILY COURT
In the matter of: Serena Peeters of Athol, MA
To all persons interested in petition described:
A petition has been presented by Serena Peeters requesting that Serena Peeters be allowed to change his/her name as follows:
Serena Sutka
IF YOU DESIRE TO OBJECT THERETO, YOU OR YOUR ATTORNEY MUST FILE A WRITTEN APPEARANCE IN SAID COURT AT:
Worcester
ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00 AM) ON:
05/22/2018
WITNESS, Hon. Lillah A. Keamy, First Justice of this Court.
Date: April 24, 2018

Stephanie K. Fattman
Register of Probate
May 11

LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING MASSGROW, LLC

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on May 21, 2018 at Athol Public Library, 568 Main Street, Athol, MA 01831 between 6:00 - 7:30 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 154 Chestnut Hill Avenue 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 Adult-Use Marijuana 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 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 to 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.

LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain Mortgage given by Ernie D. Earle and Ernie D. Earle to Key Home Mortgage Corporation, dated December 4, 2006 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 40200, Page 296 subsequently assigned to Mortgage Electronic Registration Systems, Inc. as nominee for GMAC Bank, its successors and assigns by Key Home Mortgage Corporation by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 40206, Page 316, subsequently assigned to Ocwen Loan Servicing, LLC by Mortgage Electronic Registration Systems, Inc. as nominee for GMAC Bank, its successors and assigns by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 50799, Page 255, subsequently assigned to Residential Credit Solutions, Inc. by Ocwen Loan Servicing, LLC by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 54274, Page 328, subsequently assigned to Ditech Financial LLC by Residential Credit Solutions, Inc. by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 56304, Page 52, subsequently assigned to New Penn Financial, d/b/a ShePoint Mortgage Servicing by Ditech Financial LLC by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 57393, Page 346 for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at Public Auction at 1:00 PM on June 4, 2018 at 10 Riley Switch Road, Phillipston, MA, all and singular the premises described in said Mortgage, to wit:

The land in Goding Village, so-called in said Phillipston and bounded and described as follows: Beginning at the Southwest corner thereof at a corner of walls in the Easterly side of Riley Switch Road, Thence by the Easterly side of said Riley Switch Road, N 17° 08' W, 307 feet, more or less, to a point in the wall; Thence by land of Richard M. and Mary Ann Earle, S 85° 18' E, 515 1/2 feet, more or less, to a point; Thence by land of others unknown S 22° 11' W, 360 feet, more or less, to the end of a stone wall; Thence along said last mentioned wall by land of Ruth and Stanley McDonald, N 73° 30' W, 378 feet, more or less, to the point of BEGINNING. Being shown on a plan entitled "Plan of land of Erwin D. Earle, (Goulding Village), Phillipston, Mass., Scale: 60', October 26, 1971, Michael S. Stoe, Surveyor", which plan is recorded in the Worcester District Registry of Deeds in Plan Book 355, Plan 86. Being the same premises conveyed to the herein named mortgagor(s) by deed recorded with Worcester District Registry of Deeds in Book 6446, Page 346.

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

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

Other terms, if any, to be announced at the sale.
New Penn Financial LLC d/b/a ShePoint Mortgage Servicing

Present Holder of said Mortgage,
By Its Attorneys,
ORLAIS PC
PO Box 50540
Waltham, MA 02454
Phone: (781) 790-7800
14-010318
May 11, 18, 25

**NOTICE OF COMMUNITY OUTREACH MEETING
MASSGROW, LLC**

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 – 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 134 Chestnut Hill Avenue 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 Adult-Use Marijuana 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 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.



TOWN MANAGER

AS

**NOTICE OF COMMUNITY OUTREACH MEETING
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Dela Vondal
Athol Health Agent
5/7/18

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

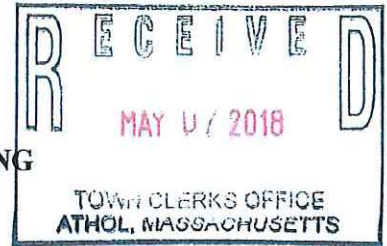
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A handwritten stamp in red ink that says "RECEIVED" is written over a signature. The signature appears to be "EJ" or "EJ on". To the right of the signature, the date "5/7/2018" is written in blue ink. Below the date, the words "behalf the Planning Board" are written in blue ink.

**NOTICE OF COMMUNITY OUTREACH MEETING
MASSGROW, LLC**



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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.

Plan to Remain Compliant with Local Zoning

MassGrow, LLC (“MassGrow”) will remain compliant at all times with the local zoning requirements set forth in the Athol’s Zoning Bylaw. In accordance with Zoning Bylaw Section 3.29, MassGrow’s proposed Licensed Marijuana Establishment is located in the General Commercial Zoning District designated for such a use, subject to the issuance of a Special Permit from the Athol Board of Planning and Community Development. On June 27, 2018, MassGrow was issued a Special Permit to operate a Licensed Marijuana Establishment at 134 Chestnut Hill Avenue, Athol, MA 01331.

In compliance with 935 CMR 500.110(3), the property is not located within five hundred (500) feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. In accordance with the Town of Athol Zoning Bylaw Section 3.29.3.1, MassGrow’s proposed Licensed Marijuana Establishment is not located within five hundred (500) feet of a structure used as a pre-school with outdoor play areas that is licensed with the Massachusetts Department of Early Education and Care or within two-hundred and fifty (250) feet from a designated Town of Athol-owed park, playground, and/or recreational area. Further, in compliance with Athol Zoning Bylaw 3.29.3.4, the proposed site of the Licensed Marijuana Establishment does not contain a residential dwelling or group home; a licensed childcare facility registered with the town; a structure owned, operated, or maintained by the federal government; a structure used for educational or religious purposes; or a structure where children commonly congregate.

MassGrow will apply for any other local permits required to operate a Licensed Marijuana Establishment at the proposed location. MassGrow will comply with all conditions and standards set forth in any local permit required to operate a Licensed Marijuana Establishment at MassGrow’s proposed location.

MassGrow has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.

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

Abner Kurtin

I, _____, (*insert name*) certify as an authorized representative of
_____ (*insert name of applicant*) that the applicant has executed a host
community agreement with _____ the town of Athol _____ (*insert name of host community*) pursuant
to G.L.c. 94G § 3(d) on _____ July 17, 2018 _____ (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, _____, (*insert name*) certify that I am the contracting authority or
have been duly authorized by the contracting authority for _____ the Town of Athol _____ (*insert
name of host community*) to certify that the applicant and _____ the Town of Athol _____ (*insert name
of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on
_____ July 17, 2018 _____ (*insert date*).

BY: 

Signature of Contracting Authority or
Authorized Representative of Host Community

Shaun A. Suhoski, Town Manager pursuant to vote of
Athol Board of Selectmen on July 17, 2018



Plan for Positive Impact on Areas of Disproportionate Impact

Overview

MassGrow, Inc. (“MassGrow”) is dedicated to serving and supporting areas of disproportionate impact, which the Cannabis Control Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, MassGrow has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created numerous goals and priorities.

Goals

MassGrow seeks to:

1. Reduce barriers to entry in the commercial adult-use cannabis industry;
2. Provide technical services for businesses facing systemic barriers; and
3. Provide business assets (time, organization skills, finances) towards endeavors that will have a positive impact towards the promotion of sustainable, socially, and economically reparative practices in the cannabis industry in Massachusetts.

Programs

Developing a Cannabis Campus

MassGrow’s cultivation site is on a 10-acre lot with an existing series of buildings, comprising approximately 360,000 square feet. The self-contained site is bounded by river and natural topographic buffers and will utilize both hydro and solar power.

The size of the site facilitates the concept of a cultivation campus, under which numerous cultivation and product manufacturing licenses may be located at the same property. MassGrow will use a portion of the campus to facilitate an accelerator program for potential cultivators and product manufacturers designated as Economic Empowerment Priority Applicants by the Cannabis Control Commission.

MassGrow will issue a request for proposals for cultivators and product manufacturers. Economic Empowerment Priority Applicants will be prioritized in the RFP process. The RFP process will identify a small number of participants, based on space needs, to participate in the cannabis campus. Cultivators and product manufacturers selected as a result of the RFP process will be offered reduced-rate tenancies at built-out facilities and the opportunity to participate in industry-specific

educational seminars sponsored by MassGrow. MassGrow will hold four (4) educational seminars per year at the cultivation campus for Economic Empowerment Priority Applicants (whether or not they are a part of MassGrow’s cannabis campus); educational seminars will include such topics as cultivation and product manufacturing best practices. Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies, criminal justice areas and community centers; and circulated to marijuana advocacy organizations.

CORI Sealing Clinics

MassGrow anticipates that the cannabis campus will be operational approximately one (1) year following the issuance of its Provisional Certificate of Registration. In the interim, MassGrow will host four (4) CORI sealing clinics annually in geographic areas of disproportionate impact, including at least one in the nearby City of Greenfield. The trainings will assist individuals with past convictions with retrieving copies of their CORI reports and administratively sealing the reports when eligible.

Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies, criminal justice areas and community centers; and circulated to marijuana advocacy organizations.

The WeGrow Foundation

MassGrow will contribute 0.5% of its net revenue to the WeGrow Foundation (the “Foundation”), a fund set up by Ascend Wellness Holdings, the parent company of MassGrow.

As an operationally independent charitable organization, the Foundation, through grants and other giving, will support eligible organizations and programs that provide services to:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

The Foundation will have a board comprised of independent directors with no affiliation or financial interest in MassGrow or Ascend Wellness Holdings. Ms. Cabral is serving on the board in an interim capacity until the final board is selected and installed, at which time she will resign.

Measurements

The Community Engagement Officer will administer MassGrow’s Plan to Positively Impact Areas of Disproportionate Impact (“Plan”). The Community Engagement Officer

will be responsible developing specific initiatives, creating partnerships and achieving measurable outcomes to ensure that MassGrow meets the Plan's goals. Beginning upon receipt of MassGrow's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, MassGrow will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. MassGrow will audit the plan annually at the end of each calendar year and will disclose and track measurement metrics. Metrics tracked will include the following:

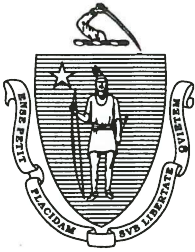
1. During the first year of operations, prior to the opening of the MassGrow Cannabis Campus:
 - Number of CORI Sealing Clinics held;
 - Location of CORI Sealing Clinics;
 - Number of participants that attended the clinics;
 - Number of participants from the selected areas of disproportionate impact that attended the clinics; and
 - Assessment from attendees as to how helpful the clinics were.
2. During the second year of operations, after the opening of the MassGrows Cannabis Campus:
 - Number of businesses that indicated interest in working on MassGrow's cultivation campus;
 - Number of businesses working on MassGrow's cultivation campus that are Economic Empowerment Applicants;
 - Number of businesses working on MassGrow's cultivation campus that are owned by individuals from any Commission-designated areas of disproportionate impact.
 - Number of educational seminars held at the site;
 - Number of participants that attended the seminars;
 - Number of participants from the selected areas of disproportionate impact that attended the seminars; and
 - Assessment from attendees as to how helpful the seminars were.
3. Funds provided to the WeGrow foundation; and
4. Measures undertaken by the WeGrow Foundation that positively impact areas of disproportionate impact.

Acknowledgements

As identified above, MassGrow will donate to the Foundation and acknowledges that the Foundation has been contacted and will receive the donation described herein.

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

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



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

William Francis Galvin
Secretary of the
Commonwealth

July 5, 2018

TO WHOM IT MAY CONCERN:

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

MASSGROW, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 24, 2018**.

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

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

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ABNER KURTIN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

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

[Special Filing Instructions](#)

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001323994

1. The exact name of the limited liability company is: MASSGROW, LLC

2a. Location of its principal office:

No. and Street: 16 BROOK ST
City or Town: NATICK State: MA Zip: 01760 Country: USA

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

No. and Street: 16 BROOK ST
City or Town: NATICK State: MA Zip: 01760 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:

REAL ESTATE AND ALL OTHER ACTIVITIES ALLOWED BY LAW.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ABNER KURTIN
No. and Street: 16 BROOK ST
City or Town: NATICK State: MA Zip: 01760 Country: USA

I, ABNER KURTIN 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	ABNER KURTIN	16 BROOK ST NATICK, MA 01760 USA
MANAGER	JIM MULLANEY	16 BROOK ST NATICK, MA 01760 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ABNER KURTIN	16 BROOK ST NATICK, MA 01760 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of April, 2018,

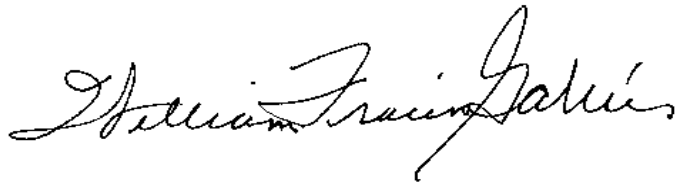
/S/ DANIEL A. DIPIETRO

(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:

April 24, 2018 10:40 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS

NOVUS GROUP-BECCA RUTENBERG
MASSGROW LLC
C/O NOVUS GROUP 137 LEWIS WHARF
BOSTON MA 02110-3926

Why did I receive this notice?

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Visit us online!

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

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001323994

Annual Report Filing Year: 2019

1.a. Exact name of the limited liability company: MASSGROW, LLC

1.b. The exact name of the limited liability company as amended, is: MASSGROW, LLC

2a. Location of its principal office:

No. and Street: 137 LEWIS WHARF
C/O NOVUS GROUP
City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

No. and Street: 125 CAMBRIDGEPARK DRIVE
City or Town: CAMBRIDGE State: MA Zip: 02140 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:

REAL ESTATE AND ALL OTHER ACTIVITIES ALLOWED BY LAW.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: FRANK PERULLO
No. and Street: 125 CAMBRIDGEPARK DRIVE
City or Town: CAMBRIDGE State: MA Zip: 02140 Country: USA

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	FRANK PERULLO	125 CAMBRIDGEPARK DRIVE CAMBRIDGE, MA 02140 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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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	FRANK PERULLO	125 CAMBRIDGEPARK DRIVE CAMBRIDGE, MA 02140 USA

9. Additional matters:

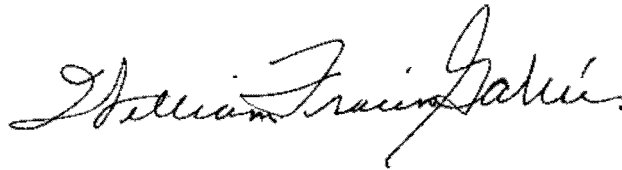
**SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of March, 2019,
FRANK PERULLO , Signature of Authorized Signatory.**

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:

March 05, 2019 04:46 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MASS GROW, LLC

OPERATING AGREEMENT

This Operating Agreement (this “**Agreement**”) of **MASS GROW, LLC**, a Massachusetts limited liability company (the “**Company**”), is dated as March 6, 2019, and is entered into and adopted on such date by Mass Grow, Inc., a Delaware corporation (the “**Member**”), with an address of 137 Lewis Wharf, Boston, MA 02110, and the Company.

1. **Formation.** The Company was formed as a limited liability company under the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, Sections 1, et seq. (as amended from time to time, the “**Act**”), by the filing on May 1, 2018 of a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts (the “**Secretary of State**”).

2. **Name, Address, Resident Agent.** The name of the Company is “Mass Grow, LLC.” The initial address of the Company’s principal office in the Commonwealth of Massachusetts is 137 Lewis Wharf, Boston, MA 02110. The name of the Company’s registered agent at such address is Frank Perullo.

3. **Term.** The Company’s existence shall have commenced as of the filing of the Certificate of Organization described above and is perpetual.

4. **Purpose and Powers.** The general character, power, and purpose of the Company is to (i) seek licensure for and operate as a Medical Marijuana Treatment Center or a Medical Use Marijuana Licensee, as those terms are defined in Chapter 369 of the Acts of 2012 and M.G.L. c. 94I, respectively, as the case may be (ii) seek licensure for and operate as a Marijuana Establishment as that term is defined in M.G.L. c. 94G, and (ii) execute and deliver any documents to effect the foregoing as may be necessary, convenient, desirable or incidental thereto. The Company shall have the authority to engage in any lawful act or activity for which limited liability companies may be organized under the Act.

5. **Member.** The Member is the owner of 100% of the capital of the Company, and is entitled to 100% of the profits of the Company.

6. **Management by Manager.**

(a) **Powers.** The Company shall be managed by the Manager. The Manager, acting alone without the consent of the Member, shall have the power and authority to (a) exercise all powers and privileges granted by the Act or any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, or purposes or activities of the Company, and (b) take any other action not prohibited under the Act or other applicable law. The Manager, acting alone without the consent of the Member, shall have the full power and authority to authorize, approve, or undertake any action on behalf of the Company and to bind the Company. The initial Manager shall be Mass Grow, Inc., a Delaware corporation.

(b) **Filings and Recordings.** The Manager shall promptly make, or arrange to make, such filings as the Manager believes necessary or as required by applicable law to give effect to the provisions of this Agreement and to cause the Company to be treated as a limited

liability company under the laws of the Commonwealth of Massachusetts. The Manager is authorized to execute any documents to be filed with the Secretary of State or any recordable instruments affecting an interest in real property.

(c) Limited Liability. The Manager shall not have any duties (including fiduciary duties) and shall not be liable to the Company or the Member for any loss or damage sustained by the Company or the Member except for liability for loss or damage resulting from intentional misconduct or knowing violation of law or transaction for which the Manager received a personal benefit in violation or breach of the provisions of this Agreement. The Manager shall be entitled to rely on information, opinions, reports, or statements, including, but not limited to, financial statements or other financial data prepared by: (i) the Member or officer or employee, if any, of the Company whom the Manager reasonably believes to be reliable and competent in the matter presented; or (ii) legal counsel, public accountants or other persons as to matters the Manager reasonably believes are within such counsel's, accountant's or persons professional or expert competence.

(d) Reliance by Third Parties. Any person or entity dealing with the Company may rely on a certificate or document signed by the Manager as to: (a) the identity of the Manager; (b) the existence or non-existence of any fact or facts which constitutes a condition precedent to acts by the Manager or are in any other manner germane to the affairs of the Company; (c) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company; or (d) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Manager.

(e) Officers. The Manager may appoint individuals as officers of the Company (the "**Officers**") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

7. **Liabilities of the Member and Manager**. The debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation, or liability solely by reason of being a member or manager of the Company.

8. **Indemnification of Member and Manager**. The Company shall indemnify and hold harmless the Member and Manager from and against any and all claims and demands whatsoever, including, without limitation, to the extent the Member, Manager, or, with the written consent of the Manager, any other person has undertaken or assumed personal liability to permit the Company to carry out its purposes.

9. **Miscellaneous**.

(a) [reserved].

(b) Amendment. This is the entire agreement of the Company by the undersigned and may be amended by the Member and Manager only in writing.

(c) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed and interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(d) Separability of Provisions. Each provision of this Agreement shall be construed separate and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing law or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.


(e) Entire Agreement. This Agreement and the documents referred to herein set forth all (and is intended by all parties hereto to be an integration of all) of the representations, promises, agreements, and understandings among the parties hereto concerning the Company, the Company business and the property of the Company, and there are no representations, promises, agreements, and understandings, oral or written, express or implied, among them other than as set forth or incorporated herein or therein. In all respects, the business and affairs of the Company shall be governed by this Agreement and the Act.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of March 6, 2019.

MEMBER:

MASS GROW, INC.,
a Delaware corporation


By: 

Frank Perullo
its President

COMPANY:

By its Manager

MASS GROW, INC.,
a Delaware corporation

By: 

Frank Perullo
its President

[Signature Page to Mass Grow, LLC Operating Agreement]



MassGrow, LLC

Business Plan

July 27, 2018

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1. EXECUTIVE SUMMARY

1.1 Mission Statement

Founded in 2018, MassGrow, LLC (“**MassGrow**”) is a consortium of skilled professionals that are committed to fostering the growth of a robust, inclusive cannabis industry in Massachusetts. Our team values fairness, respect for ideas, and creativity, and is comprised of experts from a diverse range of backgrounds, including security, cultivation, compliance, emerging industries, and technology. We strive to cultivate, process, and transport the highest quality cannabis offered in Massachusetts.

1.2 Product/Service

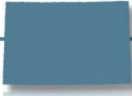
In addition to cultivating, processing, and transporting cannabis out of the proposed Athol facility, MassGrow envisions the creation of a cannabis campus where cannabis entrepreneurs of all stages, backgrounds, and sizes can grow their businesses.

In addition to traditional sativa, indica, and hybrid cannabis flower, MassGrow will offer a wide range of wholesale products. MassGrow intends to offer the following items for wholesale:

1. Topical Salves
2. Creams / Lotions
3. Patches
4. Oral Mucosal/Sublingual Dissolving Tablets
5. Tinctures
6. Sprays
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Food and Beverages

1.3 Customers

MassGrow is targeting the larger Massachusetts cannabis market for wholesale distribution with initial focus around Athol, Cambridge, and Boston. The company is operating on the assumption that Massachusetts is both a larger state by population and has a higher income per capita than Colorado; therefore, housing a prime demographic for cannabis consumption.



COLORADO

- Population: 5.6M (52 people per square mile, low density)
- Tourism: 82.4M visitors in 2017
- Incomes: Average of \$47,510
- Age: Average of 36



MASSACHUSETTS

- Population: 6.86M (839 people per square mile, high density)
- Tourism: 30M visitors in 2017 (populations near the CT, RI, and NY border imply high potential for cannatourism)
- Incomes: Average of \$56,410
- Age: Average of 39

1.4 What Drives Us

MassGrow's goals include:

- Providing high quality cannabis and cannabis products to consumers across Massachusetts
- Enriching the communities of which we are a part through tax revenue, local hiring, and a focus on community priorities
- Developing and enriching best-in-class cultivation, processing, and extraction techniques
- Providing an excellent work environment for employees
- Destigmatizing cannabis
- Impacting communities that were disproportionately impacted by the war on drugs

2. COMPANY DESCRIPTION

2.1 Structure

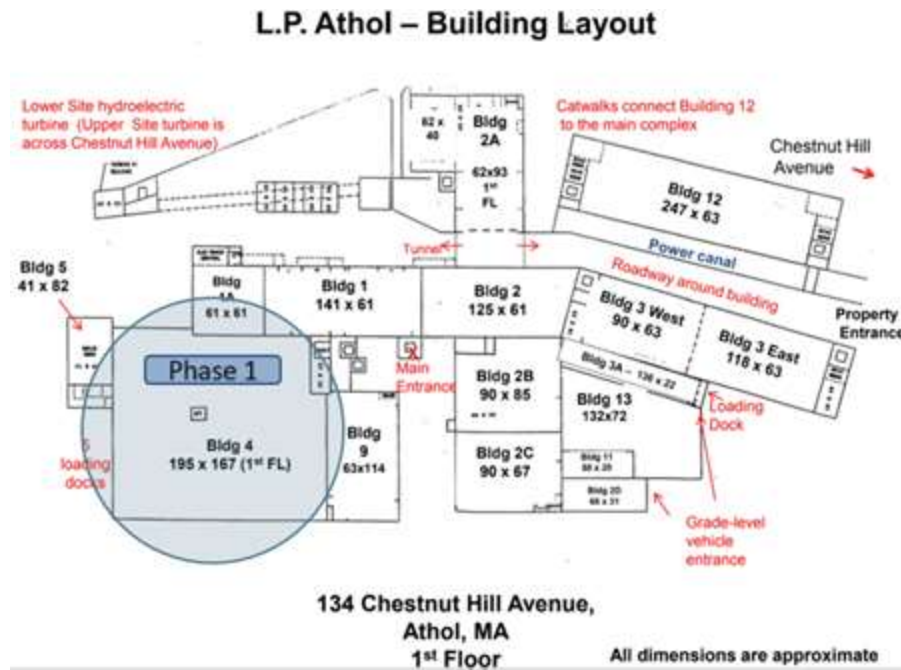
MassGrow is a Massachusetts domestic Limited Liability Company applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a Marijuana Establishment (“**ME**”); specifically a Tier 11 Marijuana Cultivator, a Marijuana Product Manufacturer and a Marijuana Transporter in the Commonwealth.

MassGrow will file, in a form and manner specified by the Commission, an application for each licensure as a ME consisting of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

MassGrow’s Athol cultivation is expected to be built out in 3 phases:

1. **Phase One:** MassGrow Building 9 / Building 4 spanning 80,000 SQFT: Cultivation, Processing, and Transport Licenses Security Protocol, Diversion and Nuisance Prevention
2. **Phase Two:** Creating a White Box; Due Diligence on Other Buildings on Site; Repair of Hydro Turbines; Identification of Additional Tenants
3. **Phase Three:** Facilitating a Cannabis Campus

Athol Facility layout:



Detailed Phase Plans:

1. **Phase 1:** The first phase of this proposal utilizes existing infrastructure within Building 4 and Building 9 and requires no alterations to structural building elements or additions. Buildings not in use will be secured. Additional parking will be striped on site. In this phase, MassGrow will install and build out the Cultivation, Processing, & Transport Facilities.

2. **Phase 2:** Many buildings on the property require substantial structural repairs. During this phase, MassGrow will conduct due diligence on the site to identify:
 - a. Which buildings can be enhanced and/or improved
 - b. Which buildings may be demolished
 - c. How to utilize space gained from demolition
 - d. Appropriate future planning to ensure compliance with applicable local codes (e.g. parking)
 - e. Conduct an RFP process for potential tenants on the site
3. **Phase 3:** Creating a cannabis campus:
 - a. MassGrow will further expand its own footprint within the facility.
 - b. Tenants will seek to sign host community agreements with the Town of Athol and apply for appropriate local and state permits.
 - c. Tenants will be bound by Standard Operating Procedures of the site, including security, cleanliness, fire prevention, nuisance prevention, etc.
 - d. All employees will be double badged – one badge that offers them access on the site and the other that provides access to their specific facility.
 - e. MassGrow will facilitate opportunities for collaboration between companies.

2.2 Operations

MassGrow is applying for a license for a Tier 11 Marijuana Cultivator, Marijuana Product Manufacturer, and a Marijuana Transporter.

MassGrow will be located in Athol and currently has a Letter of Intent to purchase the 13.6-acre property located at 134 Chestnut Hill Ave. Athol, MA 01331. The facility encompasses a total of 360,000 square feet.

The facility is well positioned and it matches the ideal picture of a community business. Before taking over the facility, it was a long vacant tool factory that once employed hundreds of people. Since the factory closed in the 1980s, the building has remained underutilized. It is a priority of the Town of Athol to revitalize the lot.

MassGrow will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

MassGrow will tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

MassGrow will maintain records, including all records required in any section of 935 CMR

500.00 , which will be available for inspection by the Commission, upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

MassGrow will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

MassGrow will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

MassGrow will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure

Prior to commencing operations, MassGrow will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund to ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of applicable laws or the cessation of operation of MassGrow.

MassGrow and MassGrow agents will comply with all local rules, regulations, ordinances, and bylaws.

MassGrow's success as a cannabis operator is a direct reflection of our commitment to and work with the surrounding community. MassGrow's staff and security personnel will undergo rigorous training to implement a series of Standard Operating Procedures to ensure that they are educated about on-site safety protocol, safe transportation and storage of product; prevention of diversion to unauthorized parties; and prevention of neighborhood nuisance. No odors will emanate from site and advanced carbon filtration techniques will be utilized to prevent odors. Staff will be trained on standard operating procedures to capture and contain smells.

2.3 Security

MassGrow will contract with Brad Baker, a professional security and alarm consultant to design, implement and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

MassGrow's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification

and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

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

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

The exterior of the dispensary and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.

Only MassGrow's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and MassGrow will maintain a current list of individuals with access.

On-site consumption of marijuana by MassGrow's employees and visitors will be prohibited.

MassGrow will have a security personnel on-site during business hours.

2.4 Benefits to the Municipality

MassGrow looks forward to working cooperatively with the Town of Athol (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 56% of the vote) to ensure that MassGrow operates as a responsible, contributing member of the Athol community. MassGrow anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting MassGrow to site and operate in Athol. The Town stands to benefit in various ways, including but not limited to the following:

- Jobs
 - The Marijuana Cultivator, Marijuana Product Manufacturer, Marijuana Transporter licenses will add approximately 75 full-time jobs within the first two years, in addition to hiring qualified, local contractors and vendors. As additional tenants lease portions of the property, additional jobs will be added.
- Monetary Benefits
 - A Host Community Agreement with significant monetary donations would provide the Town with additional financial benefits beyond local property taxes.
- Access to Quality Product
 - MassGrow will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control
 - In addition to the CNB, the Athol Police Department and other municipal departments will have oversight over MassGrow's security systems and processes.

- Responsibility
 - MassGrow is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the CNB.
- Economic Development
 - MassGrow’s renovation of the of the facility located at 134 Chestnut Hill Ave. Athol, MA 01331 will revitalize Athol and contribute to the overall economic development of the community.

2.5 Zoning

In the Town of Athol, licensed MEs are permitted by Special Permit from the Athol Board of Planning and Community Development in the Central Commercial (CA), General Commercial (G), and Industrial Commercial (I) Zoning Districts.

Licensed Marijuana Establishments shall not be located within 500 feet from a structure used as a pre-school with outdoor play areas that is licensed with the Massachusetts Department of Early Education and Care or a private or public school providing education in kindergarten or any of grades 1 through 12 or 250 feet from the following: Town of Athol-owned parks, playgrounds and/or recreational areas: Alan E. Rich Environmental Park, Fish Park, Lake Ellis Park, Lake Park, Millers River Park, Silver Lake Park, or Uptown Common (measured by a straight line from the point of the front door for which the proposed Licensed Marijuana Establishment is to be located to the property line for the lot of the school structure, or park, playground or other recreational area).

In accordance with Athol’s Zoning Bylaws, the proposed property is located in Athol’s General Commercial Zoning District and there does not appear to be any offending uses within the buffer requirements of the facility.

On June 27, 2018, MassGrow received a Special Permit to operate a Licensed Marijuana Establishment at the proposed location.

3. MARKET RESEARCH

3.1 Industry

MassGrow's proposed location is located in the Town of Athol. Surrounding municipalities include New Salem, Orange, Royalston, Phillipstown, and Petersham.

While cannabis in Massachusetts is predicted to be a \$450MM market in 2018 rising to as much as \$1.2B by 2021, there are still strict restrictions preventing operators from proliferating in the market. Out of the 100 dispensaries with provisional certificates, only 22 are in operation.

3.2 Customers

In Massachusetts, sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.3 Competitors

MassGrow's competitors include any wholesale Marijuana Cultivators and Product Manufacturers in Massachusetts.

3.4 Competitive Advantage

In every business, there is competition, however, the retail cannabis industry is known to be highly competitive. MassGrow possesses several strengths which will allow us to stand apart from our competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, discounts offered for the products, and to some extent, the branding of the business.

MassGrow enjoys several advantages as it enter the Massachusetts cannabis cultivation market:

- Experienced leadership and access to capital through veterans in the cannabis/finance space
- Critical partners in regulation, zoning, and permitting that has allowed the company to obtain licenses and town approval for the cultivation facility enabling us to get to market quickly in a scenario where time is a pivotal factor and licenses are scarce
- Grow experts with tried and tested infrastructural build out methodology providing assurance that MassGrow will not fail to get to market in Athol as so many operators do
- Brand partnerships allowing MassGrow to come to market with a catalog of strains, IP, and product types on day one, leaping past one of the biggest challenges for new operators in market
- A 360,000 square foot facility in an area with strong local support. There are exceptionally low barriers to entry for this cultivation.
- The asset was purchased for less than \$100,000 an acre for a total of \$1.2MM and offers potential for subdivision and expansion for facilitation of a cannabis campus
- Hydroelectric power on-site and the potential to utilize solar power on the roof mitigates the largest typical indoor cultivation cost: electricity

3.5 Regulations

The passage of Ballot Question 4 in the 2016 general election resulted in the implementation of G.L. c. 94G, later amended through legislative action by Chapter 351 of the Acts of 2016 and Chapter 55 of the Acts of 2017. MassGrow is a ME consistent with these objectives and the promulgated regulations at 935 CMR 500.000.

MassGrow will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity in compliance with 935 CMR 500.000 and maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

MassGrow will apply for all state and local permits and approvals required to renovate and operate the facility.

MassGrow will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation and security.

4. PRODUCT / SERVICE

4.1 Product & Service

MassGrow will offering premium products that begin with pesticide free cannabis that will be handled with special treatment to ensure the active chemicals are preserved and maintain the highest standards of quality until use by the consumer. Further processing will also be completed to allow for a variety of edibles, topicals, and concentrated products that have gained momentum and respect across successful programs seen in other states. Food grade standards will be applied throughout all processes and products will be tested to assure they are free of mold, mildew, and other harmful factors. The following procedures will occur on site:

- Seed Germination, Cloning, Plant tissue cultures
- Organic mediums and environmental sustainable growing methods
- Water conservation techniques such as low flow dripper systems and frequency.
- Hands on pruning and quality control from seed to harvest
- Final quality checks and Hands on packaging into child safe, compliant containers
- Reuse of materials to minimize waste impact
- Energy saving Mechanical systems for heating, cooling, and lighting.

Further processing will include safe, food grade practices that will produce edible tinctures, vape safe oils, topicals, solvent free concentrates, these processes will include the use of quality American made scientific glass, ovens, distillation, mixers, and rotovaps. These processes will be conducted by qualified staff with industry experience.

Our core product as a Tier 11 Marijuana Cultivator, a Marijuana Product Manufacturer and a Marijuana Transporter will be marijuana which will come in a variety of strains and product types.

4.2 Pricing Structure

Pricing will be determined based of scarcity, quantity, and quality. Typically flower and sweet leaf are sold by the gram, kilogram, or pound, ranging between \$1,500-\$3,500 per pound depending on the product and above factors. Typically, in other markets a gram of flower can range between \$8 to \$25 per gram to the end consumer. Wholesale rates are approximately 50 percent of the retail cost.

4.3 Intellectual Property Rights

MassGrow intellectual property rights for your product or service includes pruning methods, plant nutrition, environment, handling, genetics, equipment choices and layout all play into the success and distinctness.

4.4 Research & Development

MassGrow research and development activities include breeding new cannabis strains tailored to the Massachusetts market. This will be the most significant form of R&D along with new

technologies that will emerge in robotics, equipment, and new methods to improve efficiency and the variety of products available to consumers.

5. MARKETING & SALES

5.1 Growth Strategy

MassGrow's plan to grow the company includes continued investment into process refinement to enhance the quality of all products and robust dispensary-facing marketing strategies pursuant with the regulations set forth within 935 CMR 500 to position the company as the best wholesaler to relevant dispensaries.

5.2 Communication

MassGrow will engage in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public will include the statement "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising and branding produced by or on behalf of MassGrow will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a^{1/2})(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

5.3 Sales

MassGrow will only cultivate, process, package and transfer marijuana to other Marijuana Establishments, but not to consumers. MassGrow will also ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging and ensure the placement of a legible, firmly affixed label containing the appropriate information and warnings pursuant to 935 CMR 500.105(5).

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." MassGrow will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or

otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

MassGrow has developed a logo to be used in labeling, signage, marketing and advertising, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. A sample of the logo can be found below:



6. FINANCIAL PROJECTIONS
6.1 Complete Financial Assumptions

Production Assumptions						
Wholesale Price /Pound		2500	2375	2256.25	2143.4375	2036.265625
Wholesale Price / Pound MIPs		4000	3800	3610	3429.5	3258.025
		Y1	Y2	Y3	Y4	Y5
Pounds Per Year		12960	19440	31752	36000	36000
Pounds Per Year Wholesale		12960	19440	31752	36000	36000
<i>Ascend Wholesale Revenue (Bottom Up)</i>						
Flower	45%	\$14,580,000.00	\$20,776,500.00	\$32,238,202.50	\$34,723,687.50	\$32,987,503.13
MIPs	55%	\$13,348,800.00	\$19,022,040.00	\$29,515,865.40	\$31,791,465.00	\$30,201,891.75
Total Revenue		\$27,928,800.00	\$39,798,540.00	\$61,754,067.90	\$66,515,152.50	\$63,189,394.88
Cost Assumptions						
Total COGS		\$7,586,097.60	\$10,612,646.40	\$16,214,859.12	\$17,280,660.00	\$16,296,510.00
Gross Profit		\$20,342,702.40	\$29,185,893.60	\$45,539,208.78	\$49,234,492.50	\$46,892,884.88
Operating Expenses		\$8,447,864.00	\$9,740,956.20	\$11,608,522.04	\$13,319,884.58	\$15,266,752.85
EBIT		\$11,894,838.40	\$19,444,937.40	\$33,930,686.74	\$35,914,607.93	\$31,626,132.03
<i>Margin</i>		<i>42.59%</i>	<i>48.86%</i>	<i>54.94%</i>	<i>53.99%</i>	<i>50.05%</i>

6.2 Consolidated Profit & Loss Summary

<i>\$ in 000s</i>	2019E	2020E	2021E	2022E	2023E
MA Wholesale Total	\$27,929	\$39,799	\$61,754	\$66,515	\$63,189
Revenue Growth	-	43%	55%	8%	-5%
EBIT	\$11,895	\$19,445	\$33,931	\$35,915	\$31,626
EBIT Margin	43%	49%	55%	54%	50%

6.3 Consolidated Balance Sheet

Consolidated Balance Sheet	
\$000's	FY2018
Assets	
Cash	\$5,350,000
Other Assets	\$8,000,000
Fixed Assets	\$9,250,000
Total Assets	\$22,600,000
Liabilities & Equity	
Liabilites	\$3,600,000
Debt	\$4,000,000
Equity	\$15,000,000
Total Liabilities & Equity	\$22,600,000

6.4 Break Even Analysis

Cost Description	Fixed Costs	Variable Costs
Variable Costs		
Cost of Goods Sold		27.0%
Fixed Costs		
Payroll	\$1,000,000	
Host Fee	\$837,864	
Corporate Overhead	\$4,000,000	
Professional Fees	\$200,000	
Utilities/Misc	\$50,000	
Repairs & Maintenance	\$150,000	
Security	\$80,000	
State Fees - Cult/Proc	\$30,000	
R&D	\$500,000	
Marketing	\$500,000	
Insurance	\$300,000	
Legal	\$300,000	
Property taxes	\$100,000	
Travel/Vehicle expenses	\$300,000	
Public relations	\$100,000	
Total Fixed Costs	\$8,447,864	
Total Variable Costs		27%
Breakeven Sales	\$11,572,416	

7. TEAM

7.1 General

MassGrow has put together a diverse team to implement the operations of the Marijuana Establishment. MassGrow intends to create approximately 75 full-time and part-time staff positions within the first three years of operations in Athol. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, MassGrow will use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the MassGrow facility. Positions will be salaried with full benefits.

The MassGrow team has a significant competitive advantage in real estate acquisition and permitting and the cultivation and brand teams include members that have distinguished themselves in their ability to run best-in-class grows across the US. They bring to the table pre-established strains, IP, and a wide range of products.

No individual on the MassGrow team is a controlling person over more than three licenses in a particular class of license.

7.2 Head of Cultivation

Head of Cultivation: The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility.
- Coordinate space assignments.
- Receive and review work requests.
- Coordinate repairs and maintenance.
- Responsible for supervision and training of agents.
- Provide mandatory training for new agents.
- Maintain a record of space allocations.
- Work with Greenhouse Technician to promote successful operations in the Cultivation Facility.
- Program and monitor Environmental Control System (DDC).
- Maintain a database of environmental controls and conditions.
- Adjust DDC for optimum efficiency of operation.
- Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient.

Head of Security: Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures

for MassGrow, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to MassGrow agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the MassGrow facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the MassGrow facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of MassGrow agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Athol Police and Fire Department.

Plan for Obtaining Liability Insurance

MassGrow, LLC (“MassGrow”) maintains general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible is no higher than \$5,000 per occurrence. MassGrow will consider additional coverage based on availability & cost-benefit analysis.

QUALITY CONTROL AND TESTING

Quality Control

MassGrow, LLC (“MassGrow”) will comply with the following sanitary requirements:

1. Any MassGrow agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any MassGrow agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. MassGrow’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in MassGrow’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. MassGrow’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. MassGrow will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. MassGrow’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. MassGrow’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. MassGrow’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. MassGrow will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. MassGrow acknowledges and understands that the Commission may require MassGrow to demonstrate the intended and actual use of any toxic items found on MassGrow’s premises;

11. MassGrow will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet MassGrow's needs;
12. MassGrow's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. MassGrow will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. MassGrow will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. MassGrow will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

MassGrow's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

MassGrow will ensure that MassGrow's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

MassGrow will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by MassGrow to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

MassGrow will process marijuana in a safe and sanitary manner. MassGrow will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

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

any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment MassGrow will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

MassGrow will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by MassGrow for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 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; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of MassGrow's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of MassGrow's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

MassGrow's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. MassGrow acknowledges and understands that the Commission may require additional testing.

MassGrow's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any

information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both MassGrow and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

MassGrow will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. MassGrow acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of MassGrow's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to MassGrow for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

RECORDKEEPING PROCEDURES

General Overview

MassGrow, LLC (“MassGrow”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of MassGrow documents. Records will be stored at MassGrow in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that MassGrow is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of MassGrow quarter-end closing procedures. In addition, MassGrow operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over MassGrow.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with MassGrow and will 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; and
 - A record of any disciplinary action taken.
 - 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: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - MassGrow will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - MassGrow will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records
 - Within ten (10) calendar days, MassGrow will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by MassGrow for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within MassGrow jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, MassGrow will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two MassGrow agents present during the disposal or other handling, with their signatures. MassGrow will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if MassGrow is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - MassGrow will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of MassGrow vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - MassGrow will maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event MassGrow closes, all records will be kept for at least two (2) years at MassGrow expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, MassGrow will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to MassGrow operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of MassGrow hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - 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;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - 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)(d);
 - 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;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to MassGrow operations, which will 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 of directors, members, and executives of MassGrow, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on MassGrow website.
 - Policies and procedures for the handling of cash on MassGrow premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
 - 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 will 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 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.
 - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - MassGrow will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

MassGrow will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

MassGrow, LLC's ("MassGrow") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over nature.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If MassGrow determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records
 - MassGrow will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

MassGrow, LLC (“MassGrow”) will securely maintain personnel records, including registration status and background check records. MassGrow will keep, at a minimum, 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 marijuana establishment agent;
- 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.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for MassGrow, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties

- Provide general training to MassGrow agents during new hire orientation or recurrent trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the MassGrow facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the MassGrow facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of MassGrow agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor MassGrow’s security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the MassGrow facility by verifying

appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and MassGrow agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the MassGrow facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort MassGrow agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and pending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records.
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and pending inventory;
- Ensuring products are properly stored, labeled, and recorded in the POS software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring MassGrow's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at MassGrow will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for MassGrow, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of MassGrow agents;
- Review and revise MassGrow personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for MassGrow agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team

Director of Cultivation: The Director of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager supervises and participates in all aspects of daily Cultivation Facility tasks. The Cultivation Manager operates under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians are responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager is responsible for all post-harvest handling of marijuana. The Production Manager coordinates directly with the Cultivation Manager regarding harvest schedules. Production Manager reports directly to the Director of Cultivation and is responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into the POS software;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Production Manager: Responsible for production of all concentrates and marijuana products created by MassGrow. This includes, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the POS software system;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Responsible for supporting the Production Manager during day-to-day operations. This includes, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction;
- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a MassGrow facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions.

Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a MassGrow facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by MassGrow;
- Properly setting up product displays pursuant to MassGrow policies and procedures;
- Executing and enforcing compliance with Commission regulations and MassGrow policies and procedures;
- Understanding sales transactions using a POS software system;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with MassGrow and will 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;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Standards of Conduct

MassGrow is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is MassGrow's mission to provide a professional workplace free from harassment and discrimination for employees. MassGrow will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to MassGrow's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at MassGrow employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee,

customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a MassGrow facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at MassGrow varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Overview of Personnel Policies and Procedures

Standard Employment Practices

MassGrow values the contributions of its management and staff positions. MassGrow will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

MassGrow's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement

leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

MassGrow will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

MassGrow may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at MassGrow are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

MassGrow's leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. MassGrow will determine which holidays will be observed and which departments will not be required to work. MassGrow will offer unpaid parental leave for eligible employees. Please see Employment Handbook regarding additional leave policies.

MassGrow anticipates observing the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving; and
- Christmas Day

Disciplinary Policies

Purpose

MassGrow's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of MassGrow's progressive discipline policies and procedures have been designed consistent with MassGrow's organizational values, best practices, and state and federal employment laws.

MassGrow reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on MassGrow as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, MassGrow recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, MassGrow will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to

terminate employment. However, MassGrow reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between MassGrow and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from MassGrow, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with MassGrow. The employee must provide a minimum of two (2) weeks' notice prior to

resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of MassGrow to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of MassGrow are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing MassGrow to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from MassGrow is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, MassGrow believes that it is in the best interest of both the organization and MassGrow's employees to fairly compensate its workforce for the value of the work provided. It is MassGrow's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Section Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.

3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at MassGrow, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by MassGrow.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.
3. The CEO is charged with ensuring that MassGrow is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
4. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
5. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for MassGrow will undergo a detailed background investigation prior to being granted access to a MassGrow facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for MassGrow pursuant to 935 CMR 500.030 and will be used by the Director

of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, MassGrow will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, MassGrow will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, MassGrow will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and

- x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, MassGrow will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - a. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by MassGrow along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by MassGrow or the Commission.

Personnel Policies and Training

As outlined in MassGrow's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All MassGrow agents are required to complete training as detailed in MassGrow's Qualifications and Training plan which includes but is not limited to MassGrow's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

MassGrow will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;

- Engaged in unsafe practices with regard to MassGrow operations, which will 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.

QUALIFICATIONS AND TRAINING

MassGrow, LLC (“MassGrow”) will ensure that all employees hired to work at a MassGrow facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as an agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal 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.

MassGrow will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that MassGrow discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and MassGrow will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of MassGrow’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of MassGrow’s current Owners, managers, and employees that are involved in the handling of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once MassGrow is designated a “Responsible Vendor”, all new employees involved in the handling of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

MassGrow will also encourage administrative employees who do not handle marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. MassGrow’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, MassGrow’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

MassGrow, LLC's ("MassGrow") cultivation facility will only be accessible to employees, agents of the Commission, state and local officials, limited outside vendors, contractors and visitors who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a MassGrow agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2).

In the event MassGrow discovers any of its agents intentionally or negligently divert marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). MassGrow will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), MassGrow will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. MassGrow will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. MassGrow will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **"For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly."** Pursuant to 935 CMR 500.105(6)(b), MassGrow packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. MassGrow's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Diversity Plan

MassGrow, LLC (“MassGrow”) believes in creating and sustaining a robust policy of inclusivity and diversity. MassGrow recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. MassGrow’s diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+. MassGrow will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Goals

MassGrow seeks to expand upon its previous process of promoting equity among minorities, women, veterans, people with disabilities, and those who identify as LGBTQ+. MassGrow’s specific goals include:

1. As MassGrow continues to expand, maintaining existing diverse hiring demographics including:
 - 45 percent of employees hired are women;
 - 20 percent of employees hired are minorities;
 - Five percent of employees hired are veterans; and
 - Five percent of employees hired are LGBTQ+ or have a disability.
2. As individuals maintain employment at MassGrow’s facility, providing tools to ensure the success of individuals falling into the above-listed demographics, including:
 - Quarterly trainings; and
 - Annual diversity trainings.

Diversity Recruitment and Sourcing

MassGrow has developed strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve MassGrow customers’ needs. MassGrow’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting one career fair annually;
- Advertising career fairs and employment opportunities in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards;
- Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings and career fairs;
- Encouraging employees to refer applicants from diverse groups for employment;
- Developing relationships with programs designed to improve employment opportunities for diverse persons; and
- Utilizing online employment and social media to publicize job openings and career fairs.

Employee Retention, Training and Development

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, MassGrow’s mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

MassGrow will offer promotions, career counseling, and training to provide all employees with opportunity for growth and to decrease turnover. MassGrow will proactively communicate opportunities for advancement, training programs, and clearly-defined job descriptions. 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. MassGrow will quarterly educational trainings (four each year), including an annual cultural training on cultural sensitivity and recognizing unconscious bias, focusing on materials including learning about multicultural environments, how to foster inclusion and belonging, intercultural competence, and break out group sessions.

Measuring Progress

Annually upon license renewal, MassGrow will measure its success by evaluating its progress towards its goals, including the below specific measurements:

- Whether or not its employment data reflects the following percentages:
 - o 45 percent of employees hired are women;
 - o 20 percent of employees hired are minorities;
 - o Five percent of employees hired are veterans; and
 - o Five percent of employees hired are LGBTQ+ or have a disability.
- Whether it held one job fair that was advertised through the above-listed means and widely attended;
- Whether it held quarterly job trainings and the number of diverse employees in attendance;
- Whether it held an annual diversity training and the number of total employees in attendance and
- A comprehensive description of all efforts made by MassGrow to monitor and enforce the Diversity Plan.

Acknowledgements

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