



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282733
Original Issued Date: 04/08/2021
Issued Date: 04/08/2021
Expiration Date: 04/08/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Spencer House LLC

Phone Number: 413-212-2325 Email Address: chefheathera@gmail.com

Business Address 1: 215 Johnson Hill Road Business Address 2:

Business City: Washington Business State: MA Business Zip Code: 01223

Mailing Address 1: 215 Johnson Hill Road Mailing Address 2:

Mailing City: Washington Mailing State: MA Mailing Zip Code: 01223

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

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: 64 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Heather Last Name: Anello Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Spencer House LLC

Entity DBA: Grow Chester

DBA City:
Chester

Entity Description: Grow Chester will operate as a D/B/A of The Spencer House LLC Strictly for Cultivation & Product Manufacturing.

Foreign Subsidiary Narrative:

Entity Phone: 413-212-2325

Entity Email:
chefheathera@gmail.com

Entity Website:

Entity Address 1: 215 Johnson Hill Rd

Entity Address 2:

Entity City: Washington

Entity State: MA

Entity Zip Code: 01223

Entity Mailing Address 1: 215 Johnson Hill Rd

Entity Mailing Address 2:

Entity Mailing City: Washington

Entity Mailing State: MA

Entity Mailing Zip Code:
01223

Relationship Description: The ME will be D/B/A/ Grow Chester of The Spencer House, LLC.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Glenn

Last Name: Posey

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Professional relationship

Close Associates or Member 2

First Name: Jane

Last Name: Pytko

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Personal relationship

Close Associates or Member 3

First Name: Virginia

Last Name: Mure

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Family friend

Close Associates or Member 4

First Name: Barbara

Last Name: Canale-Schmidt

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Professional

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Heather

Last Name: Anello

Suffix:

Marijuana Establishment Name: The Spencer House LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Becket **Marijuana Establishment State:** MA

Individual 2

First Name: Glenn **Last Name:** Posey **Suffix:**
Marijuana Establishment Name: The Spencer House LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Becket **Marijuana Establishment State:** MA

Individual 3

First Name: Jane **Last Name:** Pytko **Suffix:**
Marijuana Establishment Name: The Spencer House LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Washington **Marijuana Establishment State:** MA

Individual 4

First Name: Virginia **Last Name:** Mure **Suffix:**
Marijuana Establishment Name: The Spencer House LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Becket **Marijuana Establishment State:** MA

Individual 5

First Name: Barbara **Last Name:** Canale-Schmidt **Suffix:**
Marijuana Establishment Name: The Spencer House LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Becket **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Bay State Drive
Establishment Address 2: 18 Bay State Drive
Establishment City: Chester **Establishment Zip Code:** 01011
Approximate square footage of the Establishment: 12500 **How many abutters does this property have?:** 7
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: **Cultivation Environment:**

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Grow Chester Plan to Remain Compliant with Local Zoning (1).pdf	pdf	5e91e651554b033566cd231b	04/11/2020
Certification of Host Community Agreement	host agreement certification.pdf	pdf	5e99bd6e81ed8a355b8db1e5	04/17/2020
Community Outreach Meeting Documentation	Community Outreach Meeting Forms.pdf	pdf	5ea45c3e5fa02a2d3651acd7	04/25/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Grow Chester - POSITIVE IMPACT PLAN 5.13.2020.pdf	pdf	5ebc4778502f482d4898ff01	05/13/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Heather Last Name: Anello Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify) Other Role: Investor

First Name: Jane Last Name: Pytko Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 3

Role: Manager Other Role: Investor

First Name: Glenn Last Name: Posey Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Employee Other Role: Investor

First Name: Barbara Last Name: Canale-Schmidt Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Other (specify) Other Role: Investor

First Name: Virginia Last Name: Mure Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate	Cert of Good standing secretary.pdf	pdf	5e90f13dd29ad9357159832b	04/10/2020

of Good Standing				
Articles of Organization	Articles of Organization & DBA Documentation.pdf	pdf	5e91e7d1bddf0438d21ddebfb	04/11/2020
Department of Revenue - Certificate of Good standing	DOR Tax compliance cert..pdf	pdf	5e98845e2b97cf38fa378022	04/16/2020
Bylaws	Spencer House Operating Agreement - FINAL.pdf	pdf	5ec5b9d3ce51fd2d12e5e8bb	05/20/2020
Department of Revenue - Certificate of Good standing	DUA Attestation.pdf	pdf	5eced0b6ddb8c72d5360cbb	05/27/2020

No documents uploaded

Massachusetts Business Identification Number: 001229169

Doing-Business-As Name: Grow Chester

DBA Registration City: Chester

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Grow Chester Liability Insurance Plan Edited.pdf	pdf	5e90f2b5482e703583b7cd2f	04/10/2020
Proposed Timeline	Grow Chester Proposed Timeline of Operations Edited.pdf	pdf	5e90f2cf1cdd2e3910a5442f	04/10/2020
Business Plan	Chester Grows Business Plan (002) (1).pdf	pdf	5e91e9ff2b97cf38fa3772e9	04/11/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Transportation of marijuana	Grow Ches Transportation of Marijuana Summary Edited.pdf	pdf	5e91c7b0b7c619391b8bb052	04/11/2020
Policies and Procedures for cultivating.	Grow Chester Cultivation Procedures Summary Edited.pdf	pdf	5e91c818d29ad935715983b4	04/11/2020
Maintaining of financial records	Grow Chester Maintenance of Financial Records Procedures Summary Edited.pdf	pdf	5e91c82bbddf0438d21dde82	04/11/2020
Personnel policies including background checks	Grow Chester Personnel Policies Summary Edited.pdf	pdf	5e91c835b3c49635509ec31d	04/11/2020
Record Keeping procedures	Grow Chester Record Keeping Procedures Summary Edited.pdf	pdf	5e91c859f0445c357cb08d1c	04/11/2020
Storage of marijuana	Grow Chester Storage of Marijuana Summary Edited.pdf	pdf	5e91c86b5f1da0353e2b46e6	04/11/2020
Qualifications and training	Qualifications and Intended Training(s) for Grow Chester Agents Edited.pdf	pdf	5e91c882f0445c357cb08d20	04/11/2020
Quality control and testing	Grow Chester Quality Control and Product	pdf	5e91dde1bddf0438d21dde9f	04/11/2020

Testing Procedures Summary Edited.pdf				
Inventory procedures	Grow Chester Inventory Procedures Summary.pdf	pdf	5e91e0612eba6d38ef166cab	04/11/2020
Restricting Access to age 21 and older	Prevention of Sales to Purchasers Under the Age of 21 Summary.pdf	pdf	5e91e277172cbc3545977468	04/11/2020
Prevention of diversion	Grow Chester Prevention of Diversion Summary.pdf	pdf	5e9dd7b9d29ad935715999cd	04/20/2020
Security plan	Grow Chester Security Summary Updated 5.14.2020.pdf	pdf	5e91e277172cbc3545977468	05/15/2020
Diversity plan	Chester Grows Diversity Plan 05-29.pdf	pdf	5ed118807204843e4b992637	05/29/2020

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Plan to Remain Compliant with Local Zoning (Town of Chester)

1. Objective

- A. Grow Chester is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CCC") or any other regulatory agency.
- B. The purpose of this plan is to outline how Grow Chester will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 1 Bay State Drive, Chester, MA, 01011 pursuant to 935 CMR 500.101(1)(a)10.

2. Zoning Background and Requirements

- A. The Town of Chester has enacted a zoning bylaw regulating the time, place, and manner of Marijuana Establishments.
- B. This bylaw, Article 28, Section 5.12 (Attached) allows Marijuana Establishments in the ("I") Industrial Zoning District.
- C. 1 Bay State Drive is located in the Industrial District and is compliant with all physical siting requirements outlined in the Bylaw.
- D. A Special Permit and Community Host Agreement from the Town is required.
- E. Grow Chester has received a Community Host Agreement from the Town of Chester on March 23, 2020.
- F. Grow Chester attorneys and consultants have reviewed the ordinance in its entirety and developed plans and strategies to ensure compliance with all of the requirements and special permit conditions.

3. Ongoing Compliance with Article 28, Section 5.12

- A. Grow Chester is committed to remaining in compliance with all with local codes, ordinances, and bylaws.
- B. Our local attorney and compliance consultants will make periodic assessments of our operation for compliance with all applicable local, state and federal laws and regulations, including zoning and special permit compliance.
- C. Grow Chester is in and will remain in regular contact with the Town of Chester Officials to ensure that lines of communications remain open.
- D. Grow Chester will remain up to date with all zoning bylaw changes and requirements.

4. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

ARTICLE 22 – Non-binding article

To see if the Town is in favor of the Hamilton Memorial Library Trustees purchasing a piece of land on the western side of the old grammar school located on Route 20, to build a new Library. The estimated cost of the project will be approximately \$800,000.00, to be funded by existing trust funds, grants and Friends of the Library fundraising efforts. Any money that may come through the Town to help fund the project, in the form of increased taxes, would have to be approved at a Town Meeting.

A Yes vote will express support for Trustees continuing with the project and a No vote would express opposition

ARTICLE 23 - Citizens petition

To see if the Town will create a bylaw such that no two people who are living in the same household or who are related, can serve on the same board or committee in Town.

ARTICLE 24- Citizens petition

To see if the Town will vote to change the length of term for the position of Town Clerk from one year to three years, effective with the Annual Town Election, May 2020

ARTICLE 25 – Citizens petition

To see if the Town will name the bridge on East River Road the “Thomas E. McFarland Memorial Bridge” as a posthumous honor for all that Tom McFarland did in service to the Town of Chester as a Police Officer, Constable, Registrar, Council on Aging Advisory Board member and member of the Town’s Democratic Committee, as well as his work to have this bridge rebuilt.

ARTICLE 26 – Citizens petition

To see if the town will raise and appropriate \$8,000.00 for an electronic vote counting machine to be in place by the end of the 2020 fiscal year.

ARTICLE 27 APPROVAL FOR AMENDED REGIONAL AGREEMENT

To see if the Town will vote to approve the Gateway Regional District Amended Regional Agreement as presented by the School Committee dated March 13, 2019. A copy of this agreement and an explanation page is on file with the Town Clerk and available on the Town Website.

ARTICLE 28 ADULT USE MARIJUANA BYLAW

To see if the Town will vote to approve the updated Adult Use Marijuana Bylaw or take any other action relative thereto.

Section 5.12 ADULT USE MARIJUANA ESTABLISHMENTS

5.12.1 Purpose

It is recognized that the nature of the substance cultivated, processed, and/or sold by Marijuana Establishments may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public as well as legally authorized adult customers seeking to legally purchase marijuana for their own use. The specific and separate regulation of Marijuana Establishments is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors and do not become concentrated in any one area within the Town of Chester.

Subject to the provisions of this Zoning Bylaw, Chapter 40A of the Massachusetts General Laws, Chapter 94G of the Massachusetts General Laws and 105 CMR 725.000, Marijuana Establishments will be permitted to provide the opportunity for the legal cultivation, product manufacturing and retail sale of marijuana for non-medical adult marijuana use in a manner that complies with state regulations.

5.12.2 Applicability

Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of marijuana.

This bylaw does not apply to the cultivation of industrial hemp as it is regulated by the Massachusetts Department of Agricultural Resources pursuant to General Laws, Chapter 128, Sections 116-123.

5.12.3 Definitions

Cannabis Cultivation: The use of land and/or buildings for planting, tending, improving, harvesting, processing and packaging, the preparation and maintenance of soil and other media and promoting the growth of cannabis by a cannabis cultivator, micro-business, research facility, craft marijuana cultivator cooperative, registered marijuana dispensary or other entity licensed by the Commission for cannabis cultivation. Such use is not agriculturally exempt from zoning. The cultivation and processing of medical marijuana in accordance with these regulations is considered to be a manufacturing use and is not agriculturally exempt from zoning. (Note: this term is not defined in 935 CMR 500.)

Cannabis or Marijuana or Marihuana: All parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana or Marihuana (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

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

Cannabis or Marijuana Products: Cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other

ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Ceases to Operate: Marijuana Establishment closes and does not transact business for a period greater than 60 days with no substantial action taken to reopen. The Commission may determine that an establishment has ceased to operate based on its actual or apparent termination of operations.

Commission: The Massachusetts Cannabis Control Commission established by M.G.L. c. 10, § 76, or its designee. The Commission has authority to implement the state marijuana laws, which include, but are not limited to, St. 2016, c. 334 as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000.

Craft Marijuana Cooperative: A Marijuana Cultivator comprised of residents of the Commonwealth and organized as a limited liability company, limited liability partnership, or cooperative corporation under the laws of the Commonwealth. A cooperative is licensed to cultivate, obtain, manufacture, process, package and brand cannabis or marijuana products to transport marijuana to Marijuana Establishments, but not to consumers.

Hemp: The plant of the genus Cannabis or any part of the plant, whether growing or not, with a delta-9-tetrahydrocannabinol concentration that does not exceed 0.3% on a dry weight basis of any part of the plant of the genus Cannabis, or per volume or weight of cannabis or marijuana product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus Cannabis regardless of moisture content.

Host Community: A municipality in which a Marijuana Establishment is located or in which an applicant has proposed locating an establishment.

Host Community Agreement: An agreement, pursuant to General Laws, Chapter 94G, Section 3(d), between a Marijuana Establishment and a municipality setting forth additional conditions for the operation of a Marijuana Establishment, including stipulations of responsibility between the parties and an up to 3% host agreement revenue sharing. (Note: this term is not defined in 935 CMR 500.)

Marijuana Independent Testing Laboratory: A laboratory that is licensed by the Commission and is:

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

Licensee: A person or entity licensed by the Commission to operate a Marijuana Establishment under 935 CMR 500.000.

Manufacture: To compound, blend, extract, infuse or otherwise make or prepare a cannabis or marijuana product.

Marijuana Cultivator: An entity licensed to cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center. Marijuana establishments permitted in accordance with these regulations are considered to be a commercial and/or manufacturing use and are not considered being subject to any agricultural exemptions under zoning.

Marijuana Microbusiness: A collocated Marijuana Establishment that can be either a Tier 1 Marijuana Cultivator or Product Manufacturer or both, in compliance with the operating procedures for each license. A Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other Marijuana Establishments.

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

Marijuana Product Manufacturer: An entity licensed to obtain, manufacture, process and package cannabis or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.

Marijuana Research Facility: An entity licensed to engage in research projects by the Commission.

Marijuana Retailer: An entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Retailers are prohibited from delivering cannabis or marijuana products to consumers; and from offering cannabis or marijuana products for the purposes of on-site social consumption on the premises of a Marijuana Establishment.

Marijuana Transporter: An entity, not otherwise licensed by the Commission, that is licensed to purchase, obtain, and possess cannabis or marijuana product solely for the purpose of transporting, temporary storage, sale and distribution to Marijuana Establishments, but not to consumers. Marijuana Transporters may be an Existing Licensee Transporter or Third Party Transporter.

Medical Marijuana Treatment Center, also known as a Registered Marijuana Dispensary (RMD): A not-for-profit entity registered under 105 CMR 725.100: Registration of Registered Marijuana Dispensaries, that acquires, cultivates, possesses, processes (including development of related products such as edible cannabis or marijuana products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing cannabis or marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of cannabis or marijuana for medical use.

Propagation: The reproduction of cannabis or marijuana plants by seeds, cuttings, or grafting.

Provisional Marijuana Establishment License: A certificate issued by the Commission confirming that a Marijuana Establishment has completed the application process.

Public Place: Any area maintained for or used by the public and any place that is open to the scrutiny of others or where there is no expectation of privacy.

RMD Applicant: A previously Registered Marijuana Dispensary with a final or provisional certificate of registration in good standing with the DPH.

5.12.4 Additional Requirements/Conditions

The following requirements shall apply to all Marijuana Establishments and will be discussed as part of the Host Community Agreement approval process and, as needed, included in the agreement:

a. Use:

- i. Any type of Marijuana Establishment may only be involved in the uses permitted by its definition and may not include other businesses or services.
- ii. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises.
- iii. The hours of operation shall be set as part of the Host Community Agreement, but in no event shall a marijuana establishment facility be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.
- iv. No Marijuana Establishment may apply for a building permit prior to its receipt of all required permits and approvals including, but not limited to, its Provisional Marijuana Establishment License from the Cannabis Control Commission.
- v. No Marijuana Establishment may commence operations prior to receipt of its Final Marijuana Establishment License from the Cannabis Control Commission.
- vi. The number of adult use Marijuana Establishments permitted to be located within the Town of Chester shall not exceed four.

b. Physical Requirements:

- i. All aspects of the Marijuana Establishment, except for the transportation of product or materials, relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building or greenhouse and shall not be visible from the exterior of the business. They may not be permitted to be located in a trailer, storage freight container, motor vehicle or other similar type of potentially movable enclosure. Greenhouse construction must be permanent structures, suitable for the location and for local weather conditions, such as winds and snow load. Rigid frame construction of suitable, durable materials, such as wood or aluminum, is required. The greenhouse covering material will be a long-term type, such as glass, fiberglass, acrylic, or polycarbonate. Plastic film coverings are not allowed.
- ii. Ventilation – all Marijuana Establishments shall be ventilated in such a manner that no:
 1. Pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and
 2. No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the marijuana business or at any adjoining use or property.
- iii. Signage shall be displayed on the exterior of the Marijuana Establishment's entrance in plain sight of the public stating that "Access to this facility is limited to individuals 21 years or older." in text two inches in

height. All other signage must comply with all other applicable signage regulations in the Zoning Bylaw Section 5.1 and 935 CMR 500

- iv. Cannabis plants, products, and paraphernalia shall not be visible from outside the building in which the cannabis establishment is located and shall comply with the requirements of 935 CMR 500. Any artificial screening device erected to eliminate the view from the public places shall also be subject to a vegetative screen and the Board shall consider the surrounding landscape and view to determine if an artificial screen would be out of character with the neighborhood. Marijuana cultivation in the AR zone shall not be visible from abutting parcels as well as from public places.

c. Location:

- i. Marijuana Establishments are encouraged to utilize existing vacant buildings where possible
- ii. No Marijuana Establishment shall be located on a parcel which is within three hundred (300) feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located) of a parcel occupied by a pre-existing public or private school (existing at the time the applicant's license application was received by the Cannabis Control Commission) providing education in kindergarten or any of grades 1-12.
- iii. No marijuana retailer shall be located on a parcel which is within three hundred (300) feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the marijuana retailer is or will be located) of a parcel occupied by another marijuana retail facility.
- iv. No Marijuana Establishment in the Industrial (I) and Agricultural-Residential (AR) zones shall be located inside a building containing residential units. Marijuana Establishments may be located inside a building containing residential units in the Business (B) and Rt. 20 Commercial Overlay District (COD) zones.
- v. No Marijuana Establishment is permitted to utilize or provide a drive-through service.

d. Other Host Community Agreement discussion requirements:

In addition to the requirements of section 5.12.4 a through c, application requirements for a Host Community Agreement shall also discuss, and include in the agreement, the following, to the extent possible, with the understanding that not all specific details may be available at the time of the discussion:

- i. If it is in conjunction with an approved RMD, a copy of its registration as an RMD from the Massachusetts Department of Public Health in accordance with 105 CMR 725.000 or from the Cannabis Control Commission in accordance with 935 CMR 500.
- ii. Liability Insurance Coverage or Maintenance of Escrow as required in 935 CMR 500.
- iii. Address of proposed establishment and state of obtaining site control by purchase or lease.
- iv. Disclosure of all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.
- v. Proposed exterior security measures for the Marijuana Establishment including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity. Lighting measures to prevent or minimize light pollution to surrounding properties.
- vi. Proposed floor plan identifying the areas available and functional uses (including square footage).
- vii. All signage being proposed for the facility.
- viii. Pedestrian/vehicular traffic impact to establish the Marijuana Establishment's impacts at peak demand times, including a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic, including but not limited to, along the public right of ways will not be unreasonably obstructed.
- ix. An odor control plan discussing the odor-emitting activities or processes to be conducted on-site, the source of those odors, the locations from which they are emitted from the facility, the frequency of such

odor-emitting activities, the duration of such odor-emitting activities, and the administrative of odor control including maintenance of such controls.

- x. A description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to marijuana establishment or off-site direct delivery and level of activity expected outside of the approved hours of operation.
- xi. Other requirements relative to the Marijuana Establishment's:
 - 1. Marketing and advertising
 - 2. Waste disposal
 - 3. Transportation and delivery of marijuana or marijuana products
 - 4. Energy efficiency and conservation
 - 5. Security and Alarms
 - 6. water usage
 - 7. noise level expected both during and outside hours of operation and any noise abatement measures, if necessary
 - 8. employment opportunities
 - 9. revenue sharing

e. Reporting Requirements:

- i. Prior to the commencement of the operation or services provided by a Marijuana Establishment, it shall provide the Police Department, Fire Department, and Building Inspector with the names, phone numbers and email addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment. All such contact information shall be updated as needed to keep it current and accurate.
- ii. The local Building Inspector, Board of Health, Police Department, and Fire Department shall be notified in writing by the marijuana establishment facility owner/operator/ manager:
 - 1. A minimum of 30 days prior to any change in ownership or management of that establishment.
 - 2. A minimum of 12 hours following a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the establishment.
- iii. Permitted Marijuana Establishments shall file an annual written report to, and appear before, the Board of Selectmen no later than January 31st of each calendar year, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the requirements of this bylaw and Host Community Agreement.
- iv. The owner or manager of a Marijuana Establishment is required to respond by phone or email within twenty-four hours of contact by a town official concerning their marijuana establishment at the phone number or email address provided to the Town as the contact for the business.

f. Issuance/Transfer/Discontinuance of Use

- i. A Host Community Agreement (HCA) shall be issued to the Marijuana Establishment owner.
- ii. A HCA shall be issued for a specific type of Marijuana Establishment on a specific site/parcel.
- iii. A HCA shall be non-transferable to either another Marijuana Establishment owner or another site/parcel.
- iv. A HCA shall have a term limited to the duration of the applicant's ownership/control of the premises as a Marijuana Establishment, and shall lapse/expire if:
 - 1. the Marijuana Establishment ceases operation (not providing the operation or services for which it is permitted) for 365 days, and/or
 - 2. the Marijuana Establishment's registration/license by the Cannabis Control Commission expires or is terminated.

- v. The Marijuana Establishment shall notify the Town Administrator in writing within 48 hours of such lapse, cessation, discontinuance or expiration or revocation.
- vi. A marijuana cultivation or product manufacturing establishment shall be required to remove all material, plants equipment and other paraphernalia prior to surrendering its state registration/license or ceasing its operation.

5.12.6 Professional Fees

The town may retain a technical expert/consultant to verify information presented by the applicant. The cost for such a technical expert/consultant will be at the expense of the applicant.

5.12.7 Conflict with Other Laws

The provisions of this bylaw shall be considered supplemental of existing zoning bylaws. To the extent that a conflict exists between this bylaw and others, the more restrictive bylaw, or provisions therein, shall apply.

5.12.8 Severability

The invalidating of any section or provision of this bylaw shall not invalidate any other section or provision thereof.

5.12.9 Penalties

Any person who fails to comply with any provision of this bylaw or a building permit issued pursuant to this bylaw shall be subject to enforcement and penalties as allowed by applicable law.

OTHER REQUIRED ZONING AMENDMENTS

1. Amend the Chester Zoning Bylaw by amending the Table 1: Chester Schedule of Use Regulations by adding the following under Section 3.0.7, Business:

<u>BY LAW NUMBER</u>	<u>LAND USE CLASSIFICATION</u>	<u>STANDARDS & CONDITIONS</u>	<u>R</u>	<u>AR</u>	<u>B</u>	<u>I</u>	<u>COD</u>
3.0.7	<u>BUSINESS</u>						
	5.12 Adult Use Marijuana Establishments	see Bylaw 5.12 for additional standards	<i>N</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

You are hereby directed to serve this Warrant by posting true and attested copies thereof, in three public places within the Town of Chester, seven (7) days at least, before the day and hour of holding said meeting.

Therefore, Fail Not and make due return of said Warrant with your doing thereon to the Town Clerk of the Town of Chester, at or before the day and hour of holding said meeting.

Given under our hands at Chester, this 31st day of May, 2019

Barbara Pease Huntoon, Chair

John Baldasaro, Vice Chairman

As per instruction in this Warrant, I have posted same, this 31st day of May 2019 in three public places, Chester Town Hall, Chester Post office, Chester Center.

Nunziotino Cardarelli, Constable

Host Community Agreement Certification Form

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

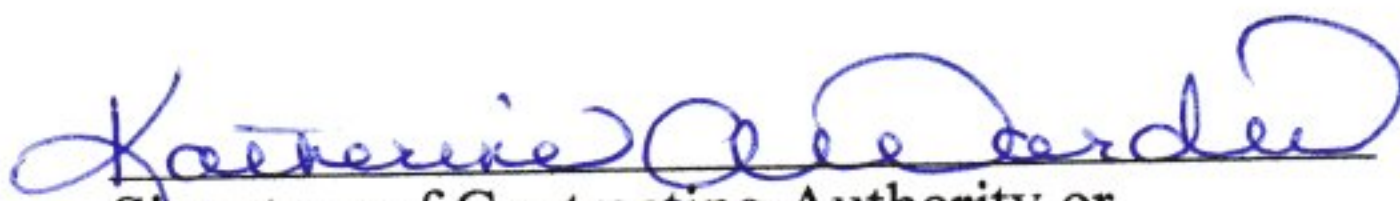
Applicant

I, Heather Anello, (insert name) certify as an authorized representative of Spencer House LLC Grow Shop (insert name of applicant) that the applicant has executed a host community agreement with Town of Chester (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 3/24/2020 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Katherine Warden, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN OF CHESTER (insert name of host community) to certify that the applicant and TOWN OF CHESTER (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on MARCH 23, 2020 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Heather Anello, (insert name) attest as an authorized representative of Spencer House LLC Grow Collective (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 03/09/2020 (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 02/24/2020 (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 01/29/2020 (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 02/20/2020 (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.

ATTACHMENT A

Obituaries should be submitted through a funeral home to: obits@turley.com.

Exceptions will be made only when the family provides a death certificate and must be pre-paid.

PUBLIC NOTICE

Notification to Abutters Of Public Hearing for Special Permit

Notice is hereby given in accordance with the Massachusetts General Laws Chapter 40a Section 11 and section 6.4.3 of the Town of Chester Bylaws, that Spencer House LLC., d/b/a, Grow Chester, of 1 Bay State Drive, Chester, MA, 01011, has filed an application for a Special Permit intended for a Marijuana Cultivation, Manufacturing,

and Production Facility. The applicant wishes to farm cultivation of Tier 3 Cannabis Cultivation Wholesale Grow.

A copy of the application is available for review in the Town Clerk's office. A hearing before the Zoning Board of Appeals will take place at the Town Hall, 15 Middlefield Road, Chester, MA, 01011 on **Monday, March 9, 2020 at 7:00 p.m.** All interested parties are invited to be present.
2/20, 2/27/2020

STAFF WRITER POSITION

Turley Publications is seeking an energetic person to fill the position of staff writer for two of its weekly publications: the *Ware River News*, which covers Ware, Hardwick and Warren, and the *Quaboag Current*, which covers the Brookfield, Sturbridge and

January 29, 2020

To Whom It May Concern-

Please accept this letter as receipt of request for a formal town meeting, filed with the Town Clerk, on behalf of Spencer House dba Grow Chester. Grow Chester is a tier 1 Marijuana Cultivation Facility to be located at 1 and 18 Bay State Drive, Chester, MA. Grow Chester has filed an application for a Special Permit intended for a Marijuana Cultivation, Manufacturing, and Production Facility. A copy of the application is on file and available for review with the Town Clerk.

Best Regards,



Heather Anello

Spencer House LLC

Received by Rosemary Dalisandro on April 23, 2020
(Town Clerk) (Date)

ATTACHMENT C

Notification to Abutters Of Public Hearing for Special Permit

Date: 2/21/2020

Re: 1 Bay State Drive
Chester, MA
01011

Dear Property Owner:

In accordance with the Massachusetts General Laws Chapter 40a Section 11 and section 6.4.3 of the Town of Chester Bylaws, you are hereby notified that Spencer House LLC., DBA, Grow Chester of 1 Bay State Drive, Chester, MA, 01011, has filed an application for a Special Permit intended for a Marijuana Cultivation, Manufacturing, and Production Facility, seeking to Cultivate, Manufacture, and Transport Marijuana and Marijuana Infused Products to Massachusetts Licensed Wholesale Purchasers.

A hearing before the Zoning Board of Appeals will take place at the Town Hall, 15 Middlefield Road, Chester, MA, 01011 on Monday, March 9th, 2020 at 7:00 p.m. All interested parties are invited to be present.

If you have any question, please contact the Town Administrator at (413) 354-7760.

Respectfully,

Heather Anello
Grow Chester

POSITIVE IMPACT PLAN

OBJECTIVE

Grow Chester is determined to maximize organizational resources in effort to be an agent of change for Massachusetts residents. This Positive Impact plan was developed in accordance with 935 CMR 500.101(1)(A)11. and Cannabis Control Commission *GUIDANCE ON REQUIRED POSITIVE IMPACT PLANS AND DIVERSITY PLANS* (REVISED 2/25/19)

This Positive Impact Plan focuses on employment acquisition, charitable contributions, and establishing Incubator/Accelerator programs for Marijuana Establishment entrepreneurs.

Past or present residents of the geographic “areas of disproportionate impact” (ADIs), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact are beneficiaries from this program. The ADIs in focus are Holyoke, Pittsfield, and West Springfield.

Grow Chester will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Grow Chester will ensure any actions taken, or programs instituted, by the applicant will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

After 12 months of operation, Grow Chester will develop a Annual Positive Impact Plan Report to document the success of this program. This report will be made available to the CCC, the Town of Chester, and the Commonwealth of Massachusetts.

POSITIVE IMPACT GOALS – EMPLOYMENT

Grow Chester will positively impact residents from Holyoke, West Springfield, and Pittsfield by establishing priority hiring status for residents. Human Resources Managers will target these locations for recruitment and talent acquisition.

Grow Chester aims to employ a labor pool in which at least 51% of the employment staff are residents from ADIs. This goal is attainable prior to completing 12 months of operation.

EMPLOYMENT GOAL – PLAN OF ACTION

Grow Chester will partner and engage with MassHire Career Centers in Holyoke, Springfield, and Pittsfield. All employment opportunities will be posted and recruited out of these locations.

Human Resources Managers will communicate with MassHire Career Counselors monthly to ensure a continued partnership, acquire new talent, and provide priority hiring to residents’ from ADIs. This communication will be documented and detailed in the Annual Positive Impact Plan Report.

Annual career fairs will be instituted in Holyoke, West Springfield, and Pittsfield to generate increased applicants from these areas. Grow Chester intends on operating the Career Fairs every 4 months throughout the year.

EMPLOYMENT GOAL – MEASUREMENT & ACCOUNTABILITY

Grow Chester will produce a full report annually on:

1. All employment opportunity vacancies
2. Attempts to hire, actual hires
3. Recruitment sources
4. Employee address

This report will be made available to the Commonwealth of Massachusetts, the Cannabis Control Commission, and the Town of Chester.

The report's compendium of information will also be used as evolving metrics for Grow Chester to determine the best practices to reach the stated employment goals.

The Grow Chester Management and Leadership Team will meet to discuss the report and make any necessary operational adjustments. Grow Chester will make this report public to the Chester Board of Selectmen.

POSITIVE IMPACT GOALS – CHARITABLE CONTRIBUTIONS

Grow Chester will positively impact Areas of Disproportionate Impact by making charitable contributions to the Berkshire Humane Society.

The Berkshire Humane Society takes in over a thousand animals from the Pittsfield area annually. They provide education, services, and programs that promote the welfare of all animals and their people.

The Berkshire Humane Society will utilize these donations to purchase resources that will improve the health and welfare of their animal population.

CHARITABLE CONTRIBUTIONS – PLAN OF ACTION

Grow Chester has committed \$16,000 in charitable contributions to the Berkshire Humane Society. These payments will be instituted following one fiscal quarter of operation at a rate of

Once operational and financial stability has been accrued, Grow Chester intends to increase the volume of charitable contributions.

CHARITABLE CONTRIBUTIONS – MEASUREMENT & ACCOUNTABILITY

Grow Chester will construct an annual report of all charitable contributions. This report will cover:

1. Recipient organization
2. Total amount of capital contributions donated
3. Sourcing information
4. Usage of funds
5. Positive impacts on the recipient organization

This report will be made available to the Commonwealth of Massachusetts, the Cannabis Control Commission, and the Town of Chester.

The report's compendium of information will also be used as evolving metrics for Grow Chester to determine the best practices to reach the Charitable Contribution Goal.

The Grow Chester Management and Leadership Team will meet to discuss the report and make any necessary operational adjustments. Grow Chester will make this report public to the Chester Board of Selectmen.

POSITIVE IMPACT GOAL – INCUBATOR & ACCELERATOR PROGRAM

Grow Chester will positively impact Areas of Disproportionate Impact by encouraging and assisting new small businesses entering the Massachusetts Marijuana industry.

During the first year of operation, Grow Chester intends to procure at least two (2) new businesses, in which the majority of ownership are residents from ADIs, for the Incubator & Accelerator Program

Grow Chester will mentor these new entries into the market throughout the start-up phase of their organization. This program will be considered a success at the conclusion of year one if at least two (2) applications are submitted and one (Provisional License) is received.

INCUBATOR & ACCELERATOR PROGRAM – PLAN OF ACTION

Grow Chester will provide mentorship, guidance, and training with applicants from ADIs. This assistance will be provided pro-bono. Grow Chester will aid with:

- | | |
|---|------------------------------|
| 1. Cannabis Control Commission Applications and Licensing | 5. Sales |
| 2. Operational Requirements | 6. Packaging |
| 3. Compliance | 7. Cultivation |
| 4. Inventory Control Training | 8. Business Plan Development |
| | 9. Financial Projections |

Grow Chester will hold regular roundtable discussions and networking events for new entries into the market. Training sessions will be held on gaining approval from municipalities, Community Host Agreements, and Licensing will be provided.

Our organization will continue to work with, support, and aid applicants before, during, and after the licensing process. We commit to purchasing products and services from participants of the Incubator/Accelerator Program.

INCUBATOR & ACCELERATOR PROGRAM – MEASUREMENT & ACCOUNTABILITY

Grow Chester will create an annual report of all actions taken to achieve the Incubator & Accelerator Program Goals.

This report will be made available to the Commonwealth of Massachusetts, the Cannabis Control Commission, and the Town of Chester.

The Grow Chester Management and Leadership Team will meet to discuss the report and make any necessary operational adjustments. Grow Chester will make this report public to the Chester Board of Selectmen.

REVISION HISTORY

Version	Date	Comment
1.0	May 2020	Created by Casey Nothe



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

William Francis Galvin
Secretary of the
Commonwealth

March 18, 2020

TO WHOM IT MAY CONCERN:

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

SPENCER HOUSE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 24, 2016.**

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

I also certify that the names of all managers listed in the most recent filing are:
HEATHER ANELLO

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

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

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



Management & Operations Profile – Articles of Organization & DBA Documentation

500.101 (1) (c) 1.

Detailed information regarding its business registration with the Commonwealth, including the legal name, a copy of the articles of organization and bylaws and identification of any doing-business-as names;

The Spencer House LLC Articles of Organization



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001229169

1. The exact name of the limited liability company is: SPENCER HOUSE LLC

2a. Location of its principal office:

No. and Street: 215 JOHNSON HILL RD
City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

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

No. and Street: 215 JOHNSON HILL RD
City or Town: WASHINGTON State: MA Zip: 01223 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:

HOLDING TITLE TO REAL ESTATE AND REAL PROPERTY AND ANY AND ALL ACTIVITIES DIRECTLY OR INDIRECTLY INCIDENTAL THERETO; TO MANAGE COMMERCIAL REAL ESTATE AND ANY AND ALL ACTIVITIES DIRECTLY OR INDIRECTLY INCIDENTAL THERETO; AND TO ENGAGE IN ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: HEATHER ANELLO
No. and Street: 215 JOHNSON HILL RD
City or Town: WASHINGTON State: MA Zip: 01223 Country: USA

I, HEATHER ANELLO 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	HEATHER ANELLO	215 JOHNSON HILL RD WASHINGTON, MA 01223 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	HEATHER ANELLO	215 JOHNSON HILL RD WASHINGTON, MA 01223 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of June, 2016,
HEATHER ANELLO
(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:

June 24, 2016 02:03 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L0759034432
Notice Date: April 14, 2020
Case ID: 0-000-644-962



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SPENCER HOUSE LLC
215 JOHNSON HILL RD
WASHINGTON MA 01223-9423

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
SPENCER HOUSE LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT of Spencer House LLC (the “Company”), dated as of March 20, 2020, is among the persons named on Schedule A attached hereto. Each of such persons is sometimes hereinafter referred to individually as a “Member,” and such persons are sometimes hereinafter referred to collectively as the “Members.” Heather Anello shall serve as, and is signing this Agreement in his capacity as, Manager of said Company.

PRELIMINARY STATEMENT

The Company has been formed as a Massachusetts limited liability company under Massachusetts General Laws, Chapter 156C by the filing on June 24, 2016, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts.

This Agreement sets forth the understanding of the Members and the Manager regarding their respective rights, obligations and duties with respect to the Company and its business, management and operations, and is intended to constitute the "Operating Agreement" of the Company within the meaning of Massachusetts General Laws, Chapter 156C, Section 2.

AGREEMENT

**ARTICLE I
DEFINITIONS**

In addition to the terms and phrases defined elsewhere in this Agreement, the following terms and phrases shall have the meanings specified in this Section 1. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

1.1 "Act" shall mean the Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C, as from time to time amended.

1.2 "Additional Member" shall mean a Person admitted as a Member pursuant to Section 3.2.

1.3 "Bankruptcy" shall mean the occurrence of any of the following events:

1.3.1 A Member makes an assignment for the benefit of creditors;

1.3.2 A Member files a voluntary petition in bankruptcy;

1.3.3 A Member is adjudged a bankrupt or insolvent, or has entered against him an order for relief, in any bankruptcy or insolvency proceeding;

1.3.4 A Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

1.3.5 A Member seeks, consents to, or acquiesces in, the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his properties; or

1.3.6 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the Member of all or any substantial part of his properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

1.4 Capital Account shall mean a separate account for each Member maintained. and adjusted in accordance with the Regulations under Section 704 of the Code (including, without limitation, Section I. 704-1(b)(2)(iv) of the Regulations). To the extent consistent with such Regulations, a Member's Capital Account shall consist of the initial Capital Contribution made by such Member pursuant to Section 4.2:

(a) decreased by the amount of (i) any losses or deductions allocated to such Member, (ii) any distributions of Net Distributable Cash or other property made to such Member, and (iii) any liabilities of such Member assumed by the Company, and

(b) increased by the amount of (i) any profits allocated to such Member, (ii) any Capital Contributions made by such Member subsequent to the initial Capital Contribution required by Section 4.2, and (iii) any liabilities of the Company that are assumed by such Member.

Notwithstanding anything to the contrary in this Agreement, this

Agreement shall be deemed to require all adjustments and determinations which are necessary to the maintenance of capital accounts to be made in accordance with Section 1.704-1(b)(2)(iv) of the Regulations (including, without limitation the adjustments referred to in Section 1.704-1(b)(2)(iv)(f)(3) of the Regulations and the determinations referred to in Section 1.704-1(b)(2)(iv)(j)(4) of the Regulations).

1.5 "Capital Contribution" shall mean the amount of cash and/or the value of any other property contributed to the Company by a Member.

1.6 "Certificate" shall mean the Certificate of Organization forming the Company, as it may, from time to time, be amended in accordance with the Act.

1.7 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any subsequent Federal law of similar import.

1.8 "Company" shall mean the limited liability company formed pursuant to the Certificate and this Agreement, as the same may be amended from time to time.

1.9 "Incompetence" shall mean a judicial determination that a Person is not competent to handle his own affairs, whether by reason of physical or mental incapacity or otherwise.

1.10 "Liquidating Trustee" shall have the meaning specified in Section 11.3.

1.11 "Manager" shall mean any Person named as a Manager in this Agreement and any Person who shall become a Manager as permitted by this Agreement, in such Person's capacity as a Manager of the Company; and "Managers" shall mean, collectively, all such Persons in such capacity.

1.12 "Member" shall mean any Person named as a Member of the Company in this Agreement or who shall become a Member as permitted by this Agreement, in such Person's capacity as a Member of the Company; and "Members" shall mean, collectively, all such Persons in such capacity.

1.13 "Membership Interest" or "Interest" shall mean a Member's percentage share of the Company's business, assets, capital, profits and losses, subject to all provisions of this Agreement, the Certificate and the Act.

1.14 "Net Distributable Cash" shall mean all cash and funds received by the Company (including initial Capital Contributions) less the sum of the following to the extent made from such cash and funds received by the Company (but not to the extent made from other sources, including, without limitation, Net Liquidation Proceeds or cash reserves maintained by the Company): (a) all cash expenditures (including capital expenditures) incurred incident to the operation of the Company's

business including the acquisition, development and maintenance of the Company's property ; and (b) such cash reserves and additions thereto as the Manager shall determine are in the best interest of the Company.

1.15 "Net Liquidation Proceeds" shall mean the amount of money, the principal amount of any indebtedness due to the Company, and the fair market value (as of the date of distribution) of any and all other property distributed to the Members in liquidation of the Company pursuant to Section 11.3, reduced by any liabilities of the Company that are assumed by such Members or that are secured by property distributed by the Company to such Members.

1.16 "Person" shall mean any natural person, corporation, partnership (whether general or limited), limited liability company, trust, estate, association or other legal entity or organization, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

1.17 "Profits" and "Losses" shall mean the net income or loss of the Company for a fiscal year as determined for Federal income tax purposes, including all items of LLC income, gain, loss, deduction, credit and the like.

1.18 "Property" shall mean all real and personal property, intangibles and other assets owned by the Company from time to time.

1.19 "Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code by the United States Treasury Department, as the same may be amended from time to time.

1.20 "Regulatory Allocations" shall have the meaning specified in Section 5.6.

1.21 "Substitute Member" shall mean a Person admitted as a Member pursuant to Section 10.3.

1.22 "Tax Matters Partner" shall have the meaning specified in Section 7.3.

1.23 "Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, assignment, gift, bequest, redemption, distribution, encumbrance, hypothecation, pledge, retirement, resignation, transfer, withdrawal, disposition or alienation of any sort, voluntary, involuntary or by operation of law, relating to the Interest of a Member, including, without limitation, any assignment, distribution or disposition of any sort resulting from death, Incompetency, Bankruptcy, liquidation or dissolution.

ARTICLE II FORMATION, PURPOSES, POWERS

2.1 Formation and Organization. The Company shall be formed as a limited liability company under the Act. The term of the Company shall commence upon the filing of the Certificate in the Office of the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

2.2 Name. The Company is and shall be known as “SPENCER HOUSE LLC” or such other name as may be approved by the Members. All Company business must be conducted in that name or such other names that comply with applicable law as the Members may select from time to time.

2.3 Registered Office; Registered Agent; Other Offices. The registered office of the Company in the Commonwealth of Massachusetts is and shall be at 215 Johnson Hill Road, Washington, Massachusetts, or such other place as the Manager may designate from time to time. The registered agent for service of process on the Company in the Commonwealth of Massachusetts or any other jurisdiction shall be such Person or Persons as the Manager may designate from time to time. The Company may have such other offices as the Manager may designate from time to time.

2.4 Purposes. The purpose of the Company is to (a) hold title to real estate and real property and any all activities directly or indirectly incidental thereto; (b) to manage commercial real estate and any and all activities directly or indirectly incidental thereto; (c) to own, operate, and manage a retail cannabis dispensary in accordance with the regulations of the Massachusetts Cannabis Control Commission; and (d) engage in any other activity in which a limited liability company organized under the laws of the Commonwealth of Massachusetts may lawfully engage. The Company shall have all the powers necessary or convenient to pursue any purpose for which it is formed, including all powers granted by the Act.

2.5 Term. The Company shall continue perpetually in existence unless and until the Company shall be dissolved, wound up, and terminated in accordance with Article 11.

2.6 Company’s Right to Enforce. The Company shall have the right to bring an action against any Member to enforce the terms of this Agreement.

ARTICLE III MEMBERS AND MEMBERSHIP INTERESTS

3.1 Members. The Members of the Company as of the date hereof and their Membership Interests are listed on Schedule A attached hereto.

3.2 Additional Members. Additional Persons may be admitted as Members (each an "Additional Member") of the Company on such terms and conditions as shall be approved by the Manager. The admission of an Additional Member shall be effective only (i) with the prior written approval of the Manager; and (ii) when the Additional Member shall have executed and delivered the documents and instruments specified by the Manager pursuant to this Section 3.2, including without limitation such documents and instruments as the Manager shall deem necessary to confirm the Additional Member's agreement to be bound by all the terms and provisions of this Agreement (the "New Member Packet"). Upon an Additional Member's admission to the Company, Schedule A shall be amended to include such Additional Member. Upon the approval of all of the Manager of the admission of an Additional Member, the Manager shall have the authority to execute the New Member Packet on behalf of all of the other existing Members.

3.3 Powers of Members; Binding the Company. Except as otherwise expressly provided herein, no Member shall in his or her capacity as a Member take part in the day-to-day management, operation or control of the business and affairs of the Company or have any right, power or authority to transact any business in the name of the Company or to act for, or on behalf of, or to bind the Company. Absent specific authorization by the Manager, no Member who is not a Manager shall be an agent of the Company or have any right, power or authority to act for or to bind the Company or any other Member.

3.4 Reimbursements. The Company shall reimburse the Members for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Company. Such reimbursement shall be treated as an expense of the Company that shall be deducted in computing the Net Distributable Cash and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Member.

3.5 Meetings of the Members; Action Without a Meeting.

3.5.1 All meetings of Members shall be held at such place within or without the Commonwealth of Massachusetts as may be designated from time to time by the Members or, if not so designated, at the principal office of the Company. Meetings of the Members may be called at any time by any Member or the Manager. An annual meeting of the Members for the purpose of reviewing the annual report of the Company and the transaction of such other business as may properly come before the meeting may be held on a date and at a time and place determined by the Manager. Each meeting of the Members shall be presided over by the Manager.

3.5.2 Notice of each meeting shall be given at least seven days before the meeting and shall be either mailed to each Member addressed to the addresses set forth on Schedule A, given to each Member in person or by telephone, or sent by

telegraph or facsimile transmission, and in all cases with a copy sent by electronic mail, to such Member's address set forth on Schedule A or usual place of business. Notice of any adjourned meeting need not be given other than by announcement at the meeting at which the adjournment shall be taken. Notice need not be given to any Member who signs a written waiver of notice before or after the meeting or who attends the meeting without protesting the lack of notice to him, either before the meeting or when it begins. The notice of a meeting shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called.

3.5.3 Any Member may authorize any Person to act for him by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or the Member's attorney-in-fact.

3.5.4 A quorum for the conduct of any business requires the presence in person or by proxy of Members holding more than a majority of the Membership Interests. Members may participate in a meeting by means of a conference telephone or similar equipment that allows all persons participating in the meeting to hear each other, and participation by such means shall constitute presence in person at such meeting.

3.5.5 Except as otherwise provided by law or this Agreement, any action to be taken by the Members at a meeting shall be authorized by vote of Members holding at least fifty-one percent of the total Membership Interests belonging to the Members participating in person, by telephone, by proxy, or by prior written vote in a duly noticed meeting at which there is a quorum present.

3.5.6 Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Members holding a majority of the Membership Interests or such greater percentage of the Membership Interests as may be required by law or this Agreement in order to approve the action in question. Such written consents shall be delivered to the Manager at the principal office of the Company and, unless otherwise specified, shall be effective on the date when the first consent is so delivered.

3.6 Limitation of Duties and Liabilities of Members. Except as otherwise provided in the Act, no Member shall (a) be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company, (b) be obligated to restore a deficit balance, if any, in the Member's Capital Account or (c) be liable to the Company for damages resulting from an action taken in the reasonable belief that such action is authorized by the provisions of this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be

grounds for making any Member responsible for the liabilities of the Company. The Members shall have no obligation to contribute to the day-to-day operations of the Company.

3.7 No Right to Withdraw. No Member shall have any right to resign as a Member except in the case of an assignment of such Member's entire Interest to either (i) the Manager; or (ii) a Person approved as a Substitute Member pursuant to Section 10.3. No Member shall have any right to receive the fair value of his Interest upon the resignation or withdrawal of such Member from the Company.

3.8 Partition. Each Member hereby waives any and all rights that he may have to partition, or maintain an action for partition of the Company's property.

3.9 Approval of Specific Actions by Members. Notwithstanding any other provision of this Agreement, the following specific actions shall require the approval of the Members:

3.9.1 This Agreement may not be amended except upon approval by vote of Members holding at least seventy-five percent of the total Membership Interests. Any amendment of this Agreement approved by this process shall be binding upon all parties to this Agreement with the same force and effect as if executed by all parties to this Agreement; provided, however, that without the approval of the Members, the Manager may amend this Agreement to (i) reflect changes made in the membership of the Company and in the contributions of the Members to the Company in accordance with the terms of this Agreement (ii) correct typographical or other errors or omissions, or (iii) make similar minor changes or conform this Agreement to law. All amendments made in accordance with this Section 3.9.1 shall be evidenced by a writing executed by any Manager, and a copy of such written amendment shall be kept at the office of the Company. Notwithstanding the foregoing, this Agreement shall be amended from time to time in each and every manner to comply with the then existing requirements of the Code, Regulations and rulings of the IRS affecting the status of the Company as a partnership for Federal income tax purposes, and no amendment shall be proposed which will directly or indirectly affect or jeopardize the then status of the Company as a partnership for Federal income tax purposes.

3.9.2 The following matters shall require approval by Unanimous Written Consent of the Members (excluding those members not eligible to vote on a matter, provided a majority must be eligible to vote):

(i) causing or permitting the Company to sell or otherwise Transfer (A) all or substantially all of its assets or (B) any asset, or group of related assets, other than in the ordinary course of business; or

(ii) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (A) is unrelated to the Company's purposes, (B) otherwise contravenes the Certificate or this Agreement, (C) would make it impossible to carry on the ordinary business of the Company, or (D) is not directly related to the carrying on of the business of the Company in the usual way.

ARTICLE IV CAPITAL ACCOUNTS AND CAPITAL CONTRIBUTIONS

4.1 Separate Capital Accounts. The Company shall maintain a separate Capital Account for each Member in accordance with the Regulations promulgated under Section 704(b) of the Code.

4.2 Initial Capital Contribution. Each Member has contributed in cash, property or services rendered to the capital of the Company the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member only if agreed to by the Manager and shall be reflected on Schedule A hereto.

4.3 No Third Party Rights. The provisions of this Article 4 are not for the benefit of any creditor or other person other than a Member to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Company or any Member, and no creditor or other person shall obtain any rights under, or by reason of, this Article 4, or shall be able to make any claim in respect of any debts, liabilities or obligations against the Company or any Member.

4.4 Member's Interest as Personal Property. A Member's Interest shall for all purposes be personal property. A Member shall have no interest in specific LLC property. A Member's Interest shall not be evidenced by a certificate or instrument.

4.5 Non-Cash Contributions. The Members shall agree in writing as to the value of any property other than cash contributed to the Company prior to contribution.

ARTICLE V PROFITS AND LOSSES

5.1 Net Profits, Net Losses, and Net Cash Flow. The net profits, net losses, and net cash flow of the Company shall be allocated among the Members as set forth on Schedule A hereto ("Percentage Interest").

5.2 Timing of Allocation. Allocations of profits and loss provided for in this Article 5 shall generally be made as of the end of the fiscal year of the Company.

5.3 Allocation of Net Taxable Income. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting of the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

5.4 Regulatory Allocations. Notwithstanding any other provision in this Article 5 to the contrary, in order to comply with the rules set forth in the Regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

5.4.1 "Partner nonrecourse deductions" as described and defined in Section 1.704-2 of the Regulations attributable to a particular "partner nonrecourse liability" (as defined in Section 1.704-2(b)(4); for example, a liability of the Company which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability;

5.4.2 Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(1) and 1.704-2(i)(4) of the Regulations; and

5.4.3 Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations, relating to unexpected deficit capital account balances (after taking into account (a) all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Regulations and (b) each Member's share, if any, of the Company's partnership minimum gain and partner nonrecourse minimum gain as provided in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations). Since the allocations set forth in this Section 5.6 (the "Regulatory Allocations") may effect results not consistent with the manner in which the Members intend to divide LLC distributions, the Manager shall be authorized to divide other allocations of Profits, Losses and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the Members under Section 6.1 but for application of the Regulatory Allocations. The Manager shall have discretion to accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the

Regulations thereunder. The Manager may make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

5.5 Tax Conformity; Reliance on Attorneys or Accountants. The determination of each Member's share of each item of income, gain, loss, deduction or credit of the Company for any period or fiscal year shall, for purposes of Sections 702 and 704 of the Code, be made in accordance with the allocations set forth in this Article 5. The Manager shall have no liability to the Members or the Company if the Manager shall rely upon the opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this Article 5 or other provisions of this Agreement:

(a) If in any year there is a net decrease in the amount of Minimum Gain attributable to either (i) Nonrecourse Debt that is not Partner Nonrecourse Debt or (ii) Partner Nonrecourse Debt, then each Member shall first be allocated items of Gross Income for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in such Minimum Gain (determined in accordance with Treasury Regulation Sections 1.704-2(g)(2) and 1.704-2(i)(5)) to the minimum extent required by, and in the manner specified in, Treasury Regulation Sections 1.704-2(f) and 1.704-2(i)(4).

(b) All Nonrecourse Deductions of the Company for any year other than Nonrecourse Deductions attributable to Partner Nonrecourse Debt shall be allocated to the Members in accordance with their Sharing Ratios.

(c) All Nonrecourse Deductions of the Company for any year attributable to Partner Nonrecourse Debt shall be allocated to the Member who bears the Economic Risk of Loss with respect to the debt.

ARTICLE VI APPLICATION OF FUNDS OF THE COMPANY

6.1 Distributions to Members. Except as provided in Articles 5 and Section 11.3, Net Distributable Cash shall be distributed from time to time to the Members in accordance with their respective Membership Interests.

6.2 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the Company in kind. If any assets of the Company shall be distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Manager.

6.3 Repayment of Advances. If any Member, with the approval of the Company, has made, or shall make, advances to the Company for the payment of expenses related to the business of the Company, such Member shall have the right to repayment of such advances, plus accrued interest, if any, in accordance with a schedule determined by the Members prior to any distribution of Net Distributable Cash to the Members. Unless the Company and the Member shall agree in writing prior to or at the time of the advance on whether interest shall accrue and at what rate, no interest shall accrue on that advance.

6.4 Company's Right to Offset. Except with respect to distributions made pursuant to Section 5.3, whenever the Company is required to make a distribution to a Member, the Company shall have the right to deduct any amount such Member shall owe to the Company from the amount of such distribution.

ARTICLE VII TAX ELECTIONS

7.1 Taxation as Partnership. The Company shall be treated as Partnership for Federal income tax purposes.

7.2 Elections Made by the Manager. All elections by the Company for Federal income tax or other tax purposes shall be determined by the Manager.

7.3 Tax Matters Partner. The Manager shall designate one Member to act as the "tax matters partner" as that term is defined in Section 6231 (a)(7) of the Code (the "Tax Matters Partner").

7.4 Right to Make Section 754 Election. The Tax Matters Partner may, with the approval of the Members, make or revoke, on behalf of the Company, an election in accordance with Section 754 of the Code, so as to adjust the basis of LLC property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of an LLC interest within the meaning of Section 743 of the Code. Each Member shall, upon request of the Tax Matters Partner, supply the information necessary to give effect to such an election.

ARTICLE VIII MANAGEMENT

8.1 Manager. The Company shall be managed by one or more Managers, who shall be collectively referred to herein as the "Manager," who shall have full, complete and exclusive power, authority, and discretion with respect to the management of the business, affairs and properties of the Company. All powers of the Company shall be exercised by or under the authority of the Manager, except as otherwise set forth herein. The initial Manager of the Company shall be Heather

Anello. A Substitute Manager may replace Heather Anello pursuant to Section 8.6, in which case the Substitute Manager shall have all the authority and powers of the Manager set forth herein.

8.2 Specific Powers of Manager. In furtherance of this authority, the Manager shall have, subject to the Required Approvals, all right, power and authority necessary, appropriate, desirable or incidental to carry out the conduct of the business of the Company, including, but not limited to, the right, power and authority to, in the ordinary course of business:

8.2.1 Enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind;

8.2.2 Acquire, purchase or contract to purchase, or sell or contract to sell, or to lease or hire any property, real or personal, including interests in general and limited partnerships, limited liability companies and other entities, and to pay the purchase price or make the capital contribution required therefor;

8.2.3 Sell, transfer, assign, finance, convey, lease, mortgage, exchange or otherwise dispose of all or any portion of the Property of the Company, or any interest therein, at any time upon such terms as the Manager shall determine;

8.2.4 Construct, develop, renovate, rehabilitate, operate, purchase, maintain, improve, expand or own any real or personal property;

8.2.5 Borrow money and issue evidences of indebtedness and secure the same by mortgage, pledge, or other lien on the assets of the Company, and guarantee the debt of others and secure the same as aforesaid;

8.2.6 Prepay in whole or in part, refinance, increase, modify, or extend any debt or any mortgage securing the same;

8.2.7 Employ and dismiss from employment any and all employees, officers, agents, managers, independent contractors, advisors, consultants, appraisers, attorneys and accountants, on such terms and for such fees, expenses, salaries, wages or other compensation as the Manager shall determine, and to delegate to such Persons such authority to act on behalf of the Company and such duties and functions as the Manager shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

8.2.8 Incur and pay all costs, expenses and expenditures incurred in the course of the conduct of the business of the Company, including the payment of all taxes, charges and assessments that may be levied, assessed or imposed on any of the Property of the Company;

8.2.9 Invest funds which, in the judgment of the Manager, are not immediately required for the conduct of the business of the Company, in such investments as may be selected by the Manager; which investments may include loans to individuals, corporations, partnerships or other entities affiliated with the Company or the Members;

8.2.10 Pay, extend, renew, modify, submit to arbitration, prosecute, defend or compromise, upon such terms as the Manager shall determine proper and upon any evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, either in favor of or against the Company, and adjust, compromise, settle or refer to arbitration any claim in favor of or against the Company or any of its assets;

8.2.11 Make elections in connection with the preparation of any Federal, state and local tax returns of the Company;

8.2.12 Acquire and enter into any contract of insurance necessary or proper for the protection of the Company, any Member or Manager, and the Manager shall ensure that the Company shall have in place at all times policies of general liability insurance and directors and officers insurance with such coverage and at such levels as the Members shall determine is appropriate;

8.2.13 Execute, acknowledge, deliver, modify or amend any and all instruments to effectuate any and all of the foregoing; and

8.2.14 Perform any other act which the Manager shall deem necessary or desirable for the Company or its business.

8.3 Binding the Company. Any action taken by a Manager as Manager of the Company shall bind the Company and shall be deemed to be the action of the Company. Except as otherwise specifically set forth in this Agreement, the signature of the Manager on any agreement, contract, instrument or other document shall be sufficient to bind the Company in respect thereof and shall conclusively evidence the authority of such Manager and the Company with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

8.4 Reimbursement. The Company shall reimburse the Manager for all ordinary and necessary out-of-pocket expenses incurred by the Manager on behalf of the Company. Such reimbursement shall be treated as an expense of the Company that shall be deducted in computing the Net Distributable Cash and shall not be deemed to constitute a distributive share of Profits or a distribution or return of capital to any Manager who is also a Member.

8.5 Limitation of Duties and Liabilities of Managers. Except as otherwise provided in the Act, no Manager shall (a) be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager of the Company, or (b) be liable to the Company or any Member for any acts or omissions performed or omitted in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority conferred by this Agreement and in the best interests of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making any Manager responsible for the liabilities of the Company.

8.6 Resignations and Removal of Managers; Election of Managers.

8.6.1. Resignation and Removal of Managers. Any Manager of the Company may resign at any time by giving notice to the Board. Such resignation shall take effect at the time specified therein or, if such time is not specified therein, then upon receipt thereof, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager of the Company may be removed, either with or without cause, at any time by a vote or written consent of the Members holding at least 67% of the Membership Interests.

8.6.2 Election of Managers. In the event of the removal or resignation of any Manager, a Substitute Manager may be elected by a vote or written consent of the Members holding at least 67% of the Membership Interest.

8.7 Action by Written Consent. Any action required or permitted to be taken by the Manager may be taken without a meeting if a written consent to such action shall be signed by the Manager.

8.8 Actions Binding on Members. Decisions and actions of the Manager within the scope of the Manager's authority shall be binding on the Company and each Member. Any action taken by the Company in compliance with the direction of the Manager pursuant to the Manager's authority hereunder shall be binding on the Company and each Member.

8.9 Management Standards. The Manager shall conduct the affairs of the Company in good faith and in a manner designed to further the best interests of the Company. Except in instances of bad faith or willful misconduct, the Manager shall not be liable to the Company or any Member for errors or omissions in the performance of their duties with respect to the Company.

8.10. Outside Business Ventures. Any Member, Manager or affiliate of a Member or Manager may engage in or possess an interest in other business ventures

of any nature or description, independently or with others, and neither the Company nor the Members shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture shall not be deemed wrongful or improper. No Member, Manager or affiliate of a Member or Manager shall be obligated to present any particular business or investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member, Manager or affiliate thereof shall have the right to act on any such business or investment opportunity for his own account (either individually or as a partner or a fiduciary) or to recommend any such business or investment opportunity to others.

8.11. Reliance by Third Parties. Any Person dealing with the Company, other than a Member, may rely on the certificate of any Manager as to the authorization of the Board of any action in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance with it, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Any Manager who shall execute a false certificate shall indemnify and hold harmless the Company and the other Members and Managers for all costs directly or indirectly resulting from the false certificate and any transactions consummated in reliance thereon.

8.12 Bank Accounts. All funds of the Company shall be deposited in such bank account or accounts as shall be designated by the Manager. Withdrawals from any such bank account shall be made upon such signature or signatures as the Manager may designate, and shall be made only for the purposes of the Company.

8.13 Books and Records. The Manager shall keep true, exact and complete books of account in which shall be entered fully and accurately each and every transaction of the Company. The fiscal year and the taxable year of the Company shall be the calendar year. All books of account shall be kept by the Manager at the principal office of the Company and all Members shall have the right to inspect and copy such books at the Member's expense at all reasonable times. An accounting shall be made at the end of each fiscal year and a copy of the accounting report shall be transmitted to each Member.

ARTICLE IX INDEMNIFICATION

9.1 Right to Indemnification. The Company shall indemnify, to the fullest extent permitted by Massachusetts law, each person who is or was a Member or Manager of the Company, each person who is or was serving at the request of the Company as a director, trustee or officer of another organization, and each person who is or was serving at the request of the Company in any capacity with respect to any employee benefit plan, against all liabilities, costs and expenses (including,

without limitation, amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements reasonably incurred) in connection with the defense or disposition of or otherwise in connection with or resulting from, any pending or threatened action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a Member, Manager, director, trustee or officer, or having served in any capacity with respect to any employee benefit plan, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the Company or, to the extent that such matter relates to services with respect to any employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan. Expenses, including, without limitation, counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

9.2 Rights Not Exclusive. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Member, Manager, or any such person serving in any capacity with respect to any employee benefit plan may be entitled or which may lawfully be granted to him.

9.3 Insurance. By action of the Manager, notwithstanding any interest of the Manager in such action, the Company may purchase and maintain insurance, in such amounts as the Members may from time to time deem appropriate, on behalf of any person who is or was a Member or Manager of the Company, or is or was serving at the request of the Company as a director, trustee or officer of another organization or in any capacity with respect to any employee benefit plan, against any liability incurred by him in such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability. The Company may enter into indemnity contracts with such Persons as the Manager shall determine and adopt written procedures for the advancement of expenses and the funding of obligations under Section 9.1 and such other matters regarding indemnification as the Manager shall deem appropriate. The Company shall have in place at all times policies of general liability insurance and directors and officers insurance with such coverage and at such levels as the Members shall determine are appropriate.

9.4 Amendment. No amendment or repeal of any of the provisions of this Article 9 which adversely affects the rights under this Article 9 of a Member or Manager of the Company, a person serving at the request of the Company as a director, trustee or officer of another organization, or any person serving at the request of the Company in any capacity under any employee benefit plan shall apply with respect to such party's acts or omissions that occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted for or was made with the written consent of such party.

ARTICLE X

TRANSFERABILITY OF INTERESTS; SUBSTITUTE MEMBERS

10.1 Transferability of Interests. No Member, unless that Member is also the Manager, may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment to transfer by operation of law or by order of court, such Member's interest in the Company or any part thereof, or in all or any part of the assets of the Company, without the prior written consent of the Manager, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

10.1.2 Permitted Family Transfer. Notwithstanding anything herein to the contrary, any Member shall be entitled to transfer his Units to a trust for the benefit of his spouse or children, subject to the condition that he retain all voting rights of the transferred Units unless transfer of the voting rights shall be permitted by the Manager (each a "Permitted Family Transfer").

10.2 Right of First Refusal. Other than transfers by the Manager, all transfers of Membership Interests shall be subject to a right of first refusal benefitting the Company. Each time a Member (the "Transferring Member") proposes to Transfer all or any part of such Transferring Member's Membership Interest, such Transferring Member shall first offer such Membership Interest to the Company and the other Members (collectively, the "Non-Transferring Members" and individually, a "Non-Transferring Member") in accordance with the following provisions:

10.2.1 The Transferring Member shall deliver a written notice (a "Notice of Proposed Transfer") to the Company and the Non-Transferring Members stating (a) such Member's bona fide intention to Transfer all or a portion of the Transferring Member's Membership Interest, (b) the name and address of the proposed transferee (the "Proposed Transferee"), (c) the portion of the Transferring Member's Membership Interest to be Transferred (the "TM Interest") and (d) the purchase price for which the Transferring Member proposes to Transfer the TM Interest and all

other terms and conditions of such proposed bona fide Transfer (collectively, the "Transfer Terms").

10.2.2 The Company shall have the right to elect to purchase the TM Interest upon the Transfer Terms by giving the Transferring Member notice of such election not later than 30 days after the Notice of Proposed Transfer shall have been given (the "First Refusal Period"). If the Company shall fail to exercise its right to purchase the TM Interest within the First Refusal Period, the Company shall give notice (the "LLC Notice") of such failure to each Non- Transferring Member within five days after the expiration of the First Refusal Period. Each Non- Transferring Member shall then have the right to elect to purchase the TM Interest upon the Transfer Terms by giving the Company and the Transferring Member notice (an "NTM Notice") of such election not later than 30 days after the Company Notice shall have been given (the "Second Refusal Period"). If more than one Non-Transferring Member shall give an NTM Notice, then, in the absence of any agreement otherwise between or among them, each such Non-Transferring Member shall be entitled to purchase a portion of the TM Interest in the same proportion that the Membership Interest then owned by such Non-Transferring Member bears to the aggregate Membership Interests of all of the Non-Transferring Members who shall have elected to purchase the TM Interest.

10.2.3 If either the Company or one or more of the Non-Transferring Members shall elect to purchase the TM Interest, the closing of such purchase shall take place (a) within 30 days after the end of the First Refusal Period, if such purchase shall be made by the Company or (b) within 30 days after the end of the Second Refusal Period, if such purchase shall be made by one or more of the Non-Transferring Members. At the closing, the Transferring Member shall Transfer the TM Interest to the Company or the Non-Transferring Member or Members, as the case may be, free and clear of all liens, claims and other encumbrances.

10.2.4 If neither the Company nor any of the Non-Transferring Members shall elect to purchase the TM Interest, then the Transferring Member may Transfer the TM Interest to the Proposed Transferee, provided such Transfer shall be (a) completed within 30 days after the expiration of the Second Refusal Period and (b) made on terms no less favorable to the Transferring Member than the Transfer Terms. If the TM Interest shall not be so Transferred, or if the TM Interest shall be so transferred but shall not constitute the Transferring Member's entire Interest, the Transferring Member shall give notice in accordance with Section 10.2.1 prior to any other or subsequent Transfer of the TM Interest or any other portion of his Membership Interest.

10.3 Transferee Not to Become a Member Without Approval of the Manager.
If a Transfer of all of a Members rights or interests in such rights shall occur, such Transfer shall, nevertheless, not entitle the transferee to become a Member (a

"Substitute Member") or to be entitled to exercise or receive any of the rights, powers or benefits of a Member other than the right to receive distributions to which the Transferor would be entitled, unless the Transferor shall (i) request, in a written instrument delivered to the Manager, that the transferee become a Substitute Member; and (ii) the Manager provides prior written approval to make the Transferee a Substitute Member. Each Person admitted as a Substitute Member shall execute and deliver to the Manager a New Member Packet and such other documents or instruments as the Manager shall deem necessary to confirm the Substitute Member's agreement to be bound by all of the terms and provisions of this Agreement. Immediately following such admission, the Transferor shall cease to be a Member of the Company and Schedule A shall be amended to include the Substitute Member in place of the Transferor. Upon the approval of all of the Manager of the admission of a Substitute Member, the Manager shall have the authority to execute the New Member Packet on behalf of all of the other existing Members.

10.4 Recognition of Transfer by the Company. No Transfer or any part thereof that shall be in violation of this Article 10 shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making distributions pursuant to Article 6 or Section 11.3. Neither the Company nor the Manager or Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid Transfer. Unless named in this Agreement, or unless admitted to the Company as a Substitute Member or Additional Member as provided herein, no person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other person by reason of an assignment by a Member or by reason of the death or Bankruptcy of a Member, except as otherwise provided in this Agreement.

ARTICLE XI DISSOLUTION. LIQUIDATION AND TERMINATION

11.1 No Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substitute Members in accordance with the terms of this Agreement.

11.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

11.2.1 The unanimous vote of the Members;

11.2.2 The entry of a decree of judicial dissolution under the Act;

11.2.3 The sale or transfer of all or substantially all of the Property of

the LLC; or

11.2.4 The occurrence of any other event causing the dissolution of the LLC under the Act.

11.3 Liquidation. Upon dissolution of the Company, the Manager, or if there shall be no Manager, the Person or Persons approved by the Members (in such capacity, the "Liquidating Trustee"), shall carry out the winding up of the Company, and shall immediately commence to wind up the Company's affairs; provided that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions as before liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(i) First, to creditors of the Company, including Members who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(ii) Second, to the Members in accordance with their Capital Account balances, after giving effect to all contributions, distributions and allocations for all periods; and,

(iii) Finally, to the Members in accordance with their Membership Interests.

11.4 Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 11 and the Certificate shall have been canceled in the manner required by the Act.

11.5 Claims of the Members for Capital Contributions. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company shall be insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XII REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties. Each Member hereby represents and warrants to each other Member and the Company as follows:

11.1.1 If such Member is an entity, such Member is duly organized, validly existing and in good standing under the law of its state of organization and has full corporate or other organizational power to execute and enter into this Agreement and to perform its obligations hereunder, and all corporate and other proceedings required to be taken by such Member to authorize the execution, delivery and performance of this Agreement have been taken.

11.1.2 If such Member is an individual, such Member has all requisite power and has full legal capacity and is competent, to execute, deliver and enter into this Agreement and to perform his obligations hereunder.

11.1.3 The performance by such Member of such Member's obligations hereunder will not result in a breach or a violation of, or a default under, any agreement or instrument by which such Member or any of such Member's properties is bound or any statute, rule, regulation, order or other law to which such Member is subject, or require the obtaining of any consent, approval, permit or license from or filing with, any governmental authority or other person by such Member in connection with the execution, delivery and performance by such Member of this Agreement; and this Agreement constitutes (assuming its due authorization and execution by the other Members) such Member's legal, valid and binding obligation.

11.1.4 Such Member is acquiring such Member's Membership Interest for investment solely for such Member's own account and without an intent to distribute the interest in violation of the Securities Act.

11.1.5 The Member acknowledges that (i) the Membership Interests have not been registered under the Securities Act or any state securities laws, and (ii) the Membership Interests may not be sold, transferred, pledged or otherwise disposed of except in accordance with this Agreement and then only if such resale or transfer is registered in accordance with the provisions of the Securities Act and applicable state securities laws or is exempt from such registration.

11.1.6 Such Member understands that such Member must bear the economic risk of an investment in the Company for an indefinite period of time. Such Member is financially able to bear the economic risk of an investment in the Company and has no need for liquidity in this investment. Furthermore, the financial capacity of such Member is of such a proportion that the total costs of such Member's investment in the Company is not material when compared with such Member's total

financial capacity.

11.1.7 Such Member has such knowledge, experience and skill in financial and business matters in general and with respect to investments of a nature similar to an investment in the Company so as to be capable of evaluating the merits and risks of, and making an informed business decision with regard to, this investment.

11.1.8 Such Member (i) has received all information that such Member deems necessary to make an informed investment decision with respect to an investment in the Company and (ii) has had the unrestricted opportunity to make such investigation as such Member desires pertaining to the Company and an investment therein and to verify any information furnished to such Member.

11.1.9 Such Member understands that the Company is not obligated to register the Membership Interests for resale under the Securities Act or any applicable state securities laws and that the Company is not obligated to supply such Member with information or assistance in complying with any exemption under the Securities Act or any applicable state securities laws.

11.1.10 Such Member acknowledges and understands that the purchase of such Member's Membership Interest involves an investment in a new business that has no previous operating experience, and, therefore, this is a speculative investment with no assurance of success.

ARTICLE XII MISCELLANEOUS

12.1 Notices. Except as otherwise specified herein, any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when (a) delivered personally, (b) mailed by registered or certified mail, return receipt requested or (c) transmitted by fax or email, in each case with a confirming copy sent by overnight mail or courier service to the addresses set forth below. Notice given by a party's counsel shall be considered notice given by that party.

(a) To the Company:

Spencer House LLC
Attn: Heather Anello
215 Johnson Hill Road
Washington, MA 01223
e-mail: chefheather@gmail.com

(b) To each Member or Manager at the address for such Member or Manager set forth on **Schedule A**

(c) In each case, with a copy to:

Ethan S. Klepetar, Esq.
Hellman Shearn & Arienti LLP
342 Main Street
Great Barrington, MA 01230
Email: eklepetar@hellmanshearn.com

12.2 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Members and Managers relating to the Company and supersedes and replaces any prior understanding, agreement, or statement (written or oral) of intent with respect to the Company.

12.3 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

12.4 Amendment or Modification. This Agreement may not be amended except upon the approval of a Super-Majority at the time of the amendment and any amendment of this Agreement so approved shall be binding upon all parties to this Agreement with the same force and effect as if executed by all parties to this Agreement; provided, however, that the Managers may amend this Agreement without the approval of any Member for the following purposes: (a) to reflect changes made in the membership of the Company and in the contributions of the Members to the Company in accordance with the terms of this Agreement; (b) to add to the duties or obligations of the Managers or surrender any right or power granted to the Managers herein; (c) to cure any ambiguity, correct or supplement any provision herein which may be inconsistent with any other provisions herein, or correct typographical or other errors or omissions; or (d) to make similar minor changes in order to conform this Agreement to law. All amendments made in accordance with this Section 12.4 shall be evidenced by a writing executed by the Managers and a copy of such written amendment shall be kept at the office of the Company. Notwithstanding the foregoing, this Agreement shall be amended from time to time in each and every manner to comply with the then existing requirements of the Code, Treasury Regulations and rulings of the Internal Revenue Service affecting the status

of the Company as a partnership for federal income tax purposes, and no amendment shall be proposed which will directly or indirectly affect or jeopardize the then status of the Company as a partnership for federal income tax purposes.

12.5 Binding Effect. This Agreement is binding on and inures to the benefit of the Members and Managers and, subject to the restrictions on Transfer set forth in this Agreement, their respective heirs, legal representatives, successors, and permitted assigns.

12.6 Governing Law; Severability. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12.7 Further Assurances. Each Member shall execute and deliver all certificates, instruments, and other documents and shall do all such other acts as the Managers deems necessary or appropriate to comply with the requirements of the Act for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the Property of the Company or to effectuate the provisions of this Agreement.

12.8 Counterparts. To facilitate execution, this Agreement may be executed (a) in as many counterparts as may be convenient or required and (b) by transmission of one or more counterparts with a facsimile or digital image containing the signature of an authorized person which shall be deemed and accepted as an original signature. It shall not be necessary that (a) the signature and acknowledgment of, or on behalf of, each party appear on each counterpart; or (b) the signature and acknowledgment of all persons required to bind a party appear on one counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce, or account for, more than a single counterpart containing the signature and acknowledgment of, or on behalf of, each of the parties hereto.

12.9 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of the Company or any Member. No such third party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability, or obligation (or otherwise) against the Company or any Member.

12.10 Section Titles. The headings herein are included as a matter of convenience only and do not define, limit or describe the scope of this Agreement or the intent of any of the provisions hereof.

12.11 Remedies Cumulative. No remedy conferred upon or reserved to the Company or any Member or Manager by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Company or any Member or Manager hereunder or now or hereafter existing at law or in equity or by statute.

[The remainder of this page is blank. The signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

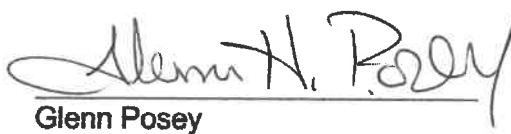
MANAGER:


Heather Anello

MEMBERS:


Heather Anello


Virginia Mure


Glenn Posey


Jane Pytko


Barbara Canale Schmidt

Schedule A

MEMBER NAME, ADDRESS & CONTACT INFO	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST	PERCENTAGE INTEREST
Name: Heather Anello 215 Johnson Hill Rd Washington, MA 01223 E-Mail Address: chefheathera@gmail.com	\$50,000.00	64	64.00%
Name: Virginiaia Mure 115 Maple Street Catskill, NY 12414 E-Mail Address: ginny243@aol.com	\$50,000.00	9	9.00%
Name: Glenn Posey 484 Skyline Trail Chester, MA 01011 E-Mail Address: glenn.posey@yahoo.com	\$50,000.00	9	9.00%
Name: Jane Pytko 123 Frost Road Washington, MA 01223	\$50,000.00	9	9.00%
Name: Barbara Canale-Schmidt 31 Union Street North Adams, MA 01247 E-Mail Address: barbcanale@gmail.com	\$50,000.00	9	9.00%

MASSACHUSETTS BUSINESS INFORMATION

DEPARTMENT OF UNEMPLOYMENT ASSISTANCE-

GOOD STANDING ATTESTATION

This attestation is to confirm that The Spencer House LLC is unable to register with the Department of Unemployment Assistance until employees have been hired.

After employees have been hired, The Spencer House LLC will provide a Certificate of Good Standing to the Cannabis Control Commission.

ME Applicant Name: The Spencer House LLC

ME Applicant Representative: Casey Nothe

ME Applicant Representative Signature: Casey Nothe

Date: 05/26/2020

AUTHENTICATION BY NOTARY PUBLIC

On this 26 day of may, 2020, before me, the undersigned notary public, personally appeared Casey Nothe, proved to me through satisfactory evidence of identification to be the person whose name is signed above and that he/she did so voluntarily for its stated purpose.

Laurie B. Gloster

Notary Public Signature



NOTARY
STAMP/SEAL

Grow Chester Liability Insurance Plan

1. Objective

- A. Grow Chester will obtain and maintain General Liability and Product Liability insurance coverage as required in 935 CMR 500.105(10).
- B. Grow Chester has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10).
- C. These providers are established in the legal marijuana industry.

2. Obtainment of Insurance Plan

- A. Grow Chester 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.
- B. The deductible for each policy will be no higher than \$5,000 per occurrence.
- C. If Grow Chester cannot obtain the required insurance coverage, Grow Chester will place a minimum of \$250,000 in an escrow account.
- D. These funds will be used solely for the coverage of liabilities.
- E. Grow Chester will replenish this account within ten business days of any expenditure.
- F. Grow Chester will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission.
- G. The General Liability and Product Liability Insurance reports will be made available to the CCC upon request.

3. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

BUSINESS PLAN

Spencer House LLC
D/B/A Grow Chester
1 & 18 Bay State Drive
Chester, MA 01011

BUSINESS PLAN

The Ownership

The company, Spencer House LLC (the “Spencer House”), is a Massachusetts limited liability company. It has two DBA’S “Canna Corner” and “Grow Chester”

The Management

The President of the Company is Heather Anello. All decisions for the DBA Grow Chester are made by Ms. Anello.

Business Sector

The Spencer House will own a ME License operating out of 1 and 18 Bay State Drive, Chester Ma. Spencer House DBA “Grow Chester” This will be a tier 1 cultivation ME.

The Goals and Objectives

The Spencer House’s goal is to own the licensing for Grow Chester. Our objective is to protect the Cannabis industry for High Rolling Non-Local investment groups who don’t have close ties to the community. Renovate the existing property at 1 and 18 Bay State Drive in Chester, and revitalize the town. Grow Chester’s objective is to bring back the employment with benefits that once existed on the site, without taking away from the rural atmosphere that makes small town living great!

The Products

The primary services provided by the Grow Chester is Cannabis products. In addition, we hope to provide space for continued education and research development.

Grow Chester is a part of an initiative with the Spencer House and Canna Corner to reduce the stigma surrounding cannabis prohibition by informing consumers and non-consumers of the laws surrounding adult cannabis use. Safe and healthy practice, veterans affairs and medical benefits are a priority for this initiative and we plan to have space for hosting the non-profit.

The Target Market

Grow Chester will have many target markets. As a 5,000 square foot grow facility our aim will be to target the 300 retail shops opening in MA in the next 3 years.

Pricing Strategy

The ME industry is brand new so the market is wide open. We are on the rising side of the increasingly profitable scale. Our strategy will be to meet current market prices as for the first three years with the anticipated deflation. Remain more competitive for the subsequent years.

The Competition

Grow Chester only local known competitors are Berkshire Roots. They have been instrumental in the process to project the first five years of sales. We are proud to report an excellent relationship with our competitors, as they seem more than willing to share all knowledge for the purpose of meeting the high demand of this new industry.

Ownership Background

Heather Anello is the 64% owner of the Spencer House LLC. An operating company who owns both DBA's Canna Corner and Grow Chester.

Ms. Anello has owned and operated this business since it was created on June 24, 2016. The Spencer House owns and manages the real estate located at 3235 Main Street Becket, Massachusetts. Along with the Becket General Store Bar and Restaurant. Ms. Anello has fifteen years of experience owning and operating a food-service establishment in Massachusetts. Ms. Anello owned and operated White Tail Food Services for nine years out of the Bucksteep Manor property in Washington, Massachusetts. Over the last 15 years, she has sold over five million dollars in food sales and generated over 1.5 million dollars in profits.

Ms. Anello has also been a landlord for a three-bedroom ranch house in Washington, Massachusetts.

Organizational Timeline

The Spencer House is already organized and operating a commercial real estate business. The Spencer House DBA Grow Chester also hopes to secure a cultivation ME license by way of an expedited minority women and veteran owned priority status from the Massachusetts Cannabis Control Commission on or before January 2021. "Grow Chester" anticipates to be completely finished with purchase, renovations and to be operational by January 31, 2022.

Company Assets

Spencer LLC owns the real estate located at 3235 Main Street, Becket, Massachusetts, and all the fixtures, appliances, equipment associated with the management of the property, i.e. lawnmowers, tools, fences, walk-in hood suppression system, dishwasher, etc.

Spencer House LLC BBA Grow Chester will own the cultivation License

Becket West LLC will own and operate the cultivation facility and any and all equipment on and for the property.

The Current Products

The primary products Grow Chester will provide is Cannabis Products (example flower)

Future Products

Grow Chester has many advantages for future development and growth. Ms. Anello is a well known member of the community who has been able to have a personal relationship with nearly each and every resident who is a consumer in the area. Ms. Anello is uniquely situated from her experience to have a strong perspective on the community's issues, priorities, and needs.

Future Products could include a manufacture's license to produce edibles, lotions, CBD, tinctures and more.

Staffing

In its current phase, as well as the initial phase of starting up, Grow Chester will have 10 employees. During its startup phase Grow Chester will employ at least three local sub-contractors and over two dozen management employees including women, minorities and veterans. Depending on demand for the products offered by Grow Chester we plan to hire up to 100 employees, who will be trained extensively on the Grow Chester security and safety procedures.

Location Analysis

This Location is important because it's a historical industrial site desperate for revival. Grow Chester values the importance this location once had for its community and plans to restore it to its maximum potential. The location at 1 and 18 Bay State Drive is a private location, not on a main transit highway with little to no neighboring homes. This location is also easily accessible to the Mass Pike exit providing little disruption to the rural areas. Grow Chester will take into consideration all means of protection for its host community. Located off the major road, seemingly uninterrupted, non- used road we find this to be a productive area for a grow of this size.

Grow Chester Maintenance of Financial Records Procedures Summary

1. Objective

- A. Grow Chester is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CCC") or any other regulatory agency.
- B. Grow Chester has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.
- C. The following procedures provide clear and concise instructions for the Grow Chester Management team, Agents, contractors, vendors, and suppliers pertaining to proper Maintenance of Financial Records in accordance with CCC Regulations documented in 935 CMR 500.101(C)8. j.

2. Responsibility

A. General Manager

The General Manager is accountable for:

- I. Develop and maintain written records that are required in any section of 935 CMR 500.000.
- II. Create, install, and train Agents on all Grow Chester Standard Operating Procedures (SOPs) as required by 935 CMR 500.105(8).
- III. Maintaining and updating all SOPs specifically for the Maintenance of Financial Records.
- IV. Conducting Financial Record Keeping training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).
- V. Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.
- VI. Communicate and supply Financial Records to the CCC when requested.
- VII. Develop, distribute, and enact Plans of Corrective Action when necessary.
- VIII. Maintain Financial Record in accordance with Generally Accepted Accounting Principles (GAAP).
- IX. Communicate and collaborate with external Accountants and Tax Professionals to ensure proper accounting compliance.
- X. Hire or engage a contracted bookkeeper with experience in business accounting to assist in the maintaining of these Financial Records
- XI. Ensure that all Financial/Business Records will be available for inspection to the CCC upon request.

B. Chief Financial Officer (CFO)

The CFO is responsible for:

- I. Monitoring, reviewing, and creating plans of action for all Grow Chester Financial Records and documents.
- II. Conducting daily, weekly, and monthly audits of all Grow Chester Financial Records and documents.
- III. Collaborating and verifying all third (3rd) party financial reporting.
- IV. Making all financial records available to the CCC, Government Officials, and the Town of Chester upon request.
- V. Developing Financial Reports for the Owner, General Manager, Investors on a quarterly basis of the fiscal calendar.

3. Approval Authority

Heather Anello – Owner

4. Definitions

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

Cannabis Control Commission: The regulatory and investigative body for the Massachusetts Cannabis industry.

Certified Public Accountant (CPA): A certified public accountant (CPA) is a designation given by the American Institute of Certified Public Accountants (AICPA) to individuals that pass the Uniform CPA Examination and meet the education and experience requirements. The CPA designation helps enforce professional standards in the accounting industry.

Chief Financial Officer (CFO): A chief financial officer (CFO) is the senior executive responsible for managing the financial actions of a company. The CFO's duties include tracking cash flow and financial planning as well as analyzing the company's financial strengths and weaknesses and proposing corrective actions.

Department of Revenue (DOR): Agency responsible for handling revenue generated from the taxation of citizens and businesses.

General Manager: The executive management member, responsible for all operational activities in Grow Chester.

Generally Accepted Accounting Principles (GAAP): Collection of commonly followed accounting rules and standards for financial reporting.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility,

Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

METRC: Compliance management solution used by regulatory bodies for the oversight of the cannabis industry.

Standard Operating Procedures (SOPs): Detailed, written instructions on how to perform a routine business activity and explain the process being described.

5. Grow Chester General Requirements for Maintenance of Financial Records

- A. Grow Chester will maintain all Financial/Business records in hard copy and electronic (computerized) form.
- B. The Financial/Business Records will include but are not limited to:
 - I. Assets and liabilities;
 - II. Monetary transactions;
 - III. Books of accounts, which shall include:
 - a) Journals
 - b) Ledgers
 - c) Supporting documents
 - d) Agreements
 - e) Checks
 - f) Invoices
 - g) Vouchers
 - IV. Sales records including:
 - a) The quantity
 - b) Form
 - c) Cost of marijuana products
 - V. Salary and wages paid to each employee
 - VI. Stipend(s) paid to each board member
 - VII. Any executive compensation
 - VIII. Bonus(es), benefits, or any item(s) of value paid to any individual affiliated with Grow Chester, including members of the nonprofit corporation, if any.
- C. Grow Chester will enlist professional payroll services for all Grow Chester Employees.
- D. Grow Chester will procure a Human Resources company to assist in Human Resources management and operations.

- E. Grow Chester has created a banking relationship with GFA Federal Credit Union (Gardner, MA).
- F. Grow Chester will use up to date financial software programs for all financial transactions.
- G. Grow Chester does not plan to make cash transactions with other MEs.
- H. All financial transactions with other MEs will be completed through traditional banking methods including:
 - I. Checks
 - II. Wire transfers
 - III. Credit cards
- F. On an annual basis, Grow Chester will engage the services of an Independent Certified Public Accountant (CPA) who is experienced with the Marijuana industry, to conduct a Financial Audit of all Grow Chester financial records and documents.
- G. Grow Chester will hire and utilize the services of a Marijuana industry experienced tax professional for the filing of all required state and federal tax documents.
- H. Comprehensive financial audits will be done at the end of every day by the CFO or designee.
- I. At the discretion of the CFO, the frequency of these audits may be changed to weekly and then monthly.
- J. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
- K. For the first year of operation the CFO will conduct a comprehensive audit of all the facility's financial records every 3 months and report their findings to the Owner, General Manager, and Investors.

6. CCC Access to Grow Chester Financial Records

- A. Grow Chester will supply electronic and hard copy (written) Financial Records to the CCC upon request pursuant to 935 CMR 500.105(9).
- B. The Financial Records will be maintained in accordance with GAAP.
- C. All written records required in any section of 935 CMR 500.000 are subject to inspection by the CCC.

7. DOR Access to Grow Chester Financial Records

- A. All Grow Chester Financial Books, Records, Papers and other Financial Data will be made available to the DOR upon request.
- B. Accounting records and information in electronic format will be provided in a searchable electronic format as requested by the DOR.
- C. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request.

- D. Inventory system data, purchase reports, schedules or documentation that reconciles to other Financial Books and Records will be maintained and made available to the DOR upon request.
- E. Purchases Journals and General Ledgers will be maintained and made available to the DOR upon request.
- F. These records will be kept so long as their contents are material in the administration of Massachusetts tax laws.
- G. All Financial Records will be preserved until the statute of limitations for making additional assessments for the period of which the return was due has expired.
- H. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.
- I. In this event all Financial Records will be preserved in accordance with the guidance provided by the DOR.
- J. Grow Chester will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

8. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

Grow Chester Personnel Policies Summary

1. Objective

- A. Grow Chester is committed to
- B. remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.
- C. Grow Chester has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.
- D. The following procedures provide clear and concise instructions for the Grow Chester Management team to ensure specific, methodical, and consistent compliance of the Grow Chester Personnel Policies in accordance with CCC Regulations, state, and federal laws.

2. Responsibility

A. General Manager

The General Manager is accountable for:

- I. Maintaining and updating all Standard Operating Procedures (SOPs) for the Grow Chester Personnel Policies.
- II. Conducting Personnel training with all Management Team Members and employees in accordance with 935 CMR 500.105(2)(a).
- III. Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.
- IV. Ensuring that all Grow Chester Employee Personnel Records are maintained and secured.
- V. Documenting the verification of all Grow Chester Employee Reference Checks.
- VI. Storing all Employee Background Checks in a secure location.
- VII. Maintaining confidentiality

3. Approval Authority

Heather Anello – Owner

4. Definitions

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

Cannabis Control Commission: The regulatory and investigative body for the Massachusetts Cannabis industry.

General Manager: The executive management member, responsible for all operational activities in Grow Chester.

Incident Report: A formal recording of the facts related to an incident.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

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

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Flower: The ingestible portion of the plant, commonly referred to as “bud(s)” containing the cannabinoids.

Marijuana Infused Products (MIP): Products that contain marijuana or marijuana extracts, intended for human use, and derived from marijuana.

Standard Operating Procedures (SOPs): Detailed, written instructions on how to perform a routine business activity and explain the process being described.

5. Personnel Records

A. Grow Chester will maintain the following Personnel Records:

- I. Job Descriptions for Each Employee and Their Position within the Organization
- II. Job Descriptions for each Volunteer Position
- III. Grow Chester Organization Charts with Job Descriptions
- IV. Personnel Records for each Grow Chester Employee
- V. Documentation of Verification of Reference Checks
- VI. Employment Contracts
- VII. Documentation of all Training
- VIII. Periodic Performance Evaluations
- IX. Records of Disciplinary Actions Taken
- X. Responsible Vendor Training Certifications
- XI. Staffing Plans
- XII. Personnel Standard Operating Procedures (SOPs)
- XIII. Employee Background Checks

B. Grow Chester will keep a personnel record for each Grow Chester agent.

C. Grow Chester personnel records shall be maintained for at least 12 months after termination of the individual's affiliation with Grow Chester and shall include, at a minimum, the following:

- I. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - II. Documentation of verification of references;
 - III. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - IV. 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;
 - V. Documentation of periodic performance evaluations;
 - VI. A record of any disciplinary action taken; and
 - VII. Notice of completed responsible vendor and eight-hour related duty training.
- D. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;
- E. Personnel policies and procedures; and

- F. All background check reports obtained in accordance with 935 CMR 500.030.
- G. Grow Chester Personnel Records will be held electronically and in hard copy.
- H. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files.
- I. Access to the electronic records will only be allowed to Grow Chester Management agents who require access as part of their job duties and responsibilities.
- J. Hard Copy (written records) will be stored in a secure, locked cabinet located in a locked room accessible to only Grow Chester Management Team Members who require access for their job duties and responsibilities.
- K. These records will be made available for inspection by the Commission upon request.

6. Grow Chester Registered Agents

- A. All Grow Chester board members, directors, employees, executives, managers and volunteers will register with the CCC as a Grow Chester Marijuana Establishment Agent ("Grow Chester Agent").
- B. An employee also means any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.
- C. All Grow Chester Agents shall:
 - I. Be 21 years of age or older;
 - II. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - III. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- D. Grow Chester will submit to the CCC an application for each Grow Chester Agent.
- E. This application will include;
 - I. The full name, date of birth, and address of the individual;
 - II. All aliases used previously or currently in use by the individual, including maiden name, if any;
 - III. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
 - IV. An attestation that the individual will not engage in the diversion of marijuana products;

- V. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - VI. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
 - VII. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 - VIII. Any other information required by the Commission.
- F. The Grow Chester General Manager will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration.
 - G. The Grow Chester General Manager will submit to the CCC a Criminal Offender Record Information (CORI) report and any other background check information required by the CCC for each employee for whom Grow Chester seeks a ME Agent Registration Badge.
 - H. All CORI background checks will be obtained within 30 days prior to submission.
 - I. Grow Chester will notify the CCC within twenty-four (24) hours after a Grow Chester agent ceases to be associated with the establishment.
 - J. The ME Agent Registration Badge shall be immediately void when the agent is no longer associated with the establishment.
 - K. The ME Agent Registration Badge is valid for one year from the date of issue.
 - L. Grow Chester will renew each Agent Registration Badge on an annual basis when the Agent's Badge is up for renewal.

- M. After obtaining an Agent Registration Badge, Grow Chester will notify the Commission, via e-mail, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that an Agent Registration Badge has been lost or stolen.
- N. All Grow Chester Agents will carry and display their Agent Registration Badge at all times while on the Grow Chester Cultivation Facility.
- O. All Grow Chester Agents will carry and display their Agent Registration Badge while in possession of marijuana products or while transporting Marijuana and MIPs.

7. Grow Chester Background Checks

- A. Grow Chester will comply with all Background Check requirements in the Regulations and any other sub-regulatory guidance issued by the Commission.
- B. During the application process, Grow Chester will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
- C. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
- D. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - I. The individual's full legal name and any aliases;
 - II. The individual's address;
 - III. The individual's date of birth;
 - IV. A photocopy of the individual's driver's license or other government-issued identification card;
 - V. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - VI. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;

8. Relevant Background Check Information

- A. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
 - I. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for

providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

- II. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - III. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
 - IV. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - V. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
 - VI. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
 - VII. Any other information required by the Commission.
- B. Grow Chester will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

9. Background Checks not included in the Application Process

- A. For all ME Agent Registrations not included in the application process, Grow Chester will submit Marijuana Establishment Agent applications for all required individuals.
- B. Grow Chester will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

10. Equal Employment Policy

- A. It is the policy of Grow Chester to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws.
- B. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.
- C. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.
- D. Grow Chester expects all employees to support our Equal Employment Opportunity Policy.
- E. All Grow Chester Hiring Managers are expected to take all necessary steps in order to maintain a work environment free from unlawful discrimination and harassment.
- F. All Grow Chester Hiring Managers will ensure that employees and future employees are accommodated within this policy.
- G. Grow Chester will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Grow Chester operational activities.
- H. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible.
- I. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Grow Chester in seeking and evaluating reasonable solutions that benefit all parties.
- J. In compliance with the Americans with Disabilities Act (ADA), Grow Chester provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law.
- K. Grow Chester may require medical certification of both the disability and the need for accommodation.
- L. Grow Chester can only seek to accommodate physical or mental limitations of an employee if the Grow Chester Management team knows of the disability.
- M. It is the employees' responsibility to come forward and document their need for accommodation(s). Grow Chester will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

11. Anti-Harassment and Sexual Harassment Policy

- A. Grow Chester seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability.
- B. Inappropriate interference with the ability of Grow Chester employees to perform their expected job duties is not tolerated.
- C. It is illegal for any employee to harass another employee.
- D. Examples of harassment include:
 - I. Sexual advances, favors, verbal, or physical conduct of a sexual nature as a condition of any employee's employment;
 - II. Using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual;
 - III. Or creating an intimidating, hostile, or offensive working environment by such conduct.
- E. The creation of an intimidating, hostile, or offensive working environment may include but is not limited to:
 - I. Actions as persistent comments on an employee's sexual preferences
 - II. The display of obscene or sexually oriented photographs or drawings
 - III. The telling of sexual jokes
- F. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment.
- G. Grow Chester will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.
- H. Grow Chester will not condone any sexual harassment of its employees.
- I. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.
- J. Grow Chester will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

12. Sexual Harassment Reporting

- A. If a Grow Chester Employee feels victimized by sexual harassment, they should report the harassment to a manager or supervisor immediately.
- B. If the immediate manager or supervisor is the source of the alleged harassment, the report should be submitted to the Human Resources Department.
- C. Managers who receive a sexual harassment complaint should carefully investigate the matter.
- D. All employees involved or witnesses to the harassment must be questioned regarding the incident(s).
- E. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.
- F. Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.
- G. Grow Chester Employees have the option to file a formal complaint with either or both of the government agencies set forth below:

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

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

- H. Using the Grow Chester complaint process does not prohibit an Employee from filing a complaint with these agencies.
- I. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

13. Americans with Disability Act

- A. Grow Chester supports the policies of the Americans with Disabilities Act.
- B. All applicants and employees with disabilities will be treated in accordance with the requirements of that act.
- C. Grow Chester will provide reasonable accommodations to any persons with disabilities who require them, who advise Grow Chester of their particular needs.
- D. Information concerning individuals' disabilities and their need for accommodation will be handled with the discretion and confidentiality.

14. Drug Free Workplace

- A. Grow Chester is committed to providing its employees with a safe and productive work environment.
- B. Grow Chester maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace.
- C. No Grow Chester employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Grow Chester premises, while using Grow Chester vehicles, Grow Chester equipment, or at any location during work time.
- D. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system.
- E. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Grow Chester social or business event.
- F. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained.
- G. Included in this description are the abuse of prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts.
- H. Any violation of this policy will result in disciplinary action, up to and including termination.
- I. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs.
- J. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated.
- K. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

15. Smoke Free Workplace

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

16. Employee Diversion of Marijuana and MIPs

- A. If a Grow Chester Agent is found to have diverted Marijuana or MIPs, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated.
- B. The General Manager will immediately be notified.
- C. The General Manager will make a detailed report of the event and submit that information to local Law Enforcement and the CCC within 24 hours.

17. Grow Chester Employee Handbook

- A. Grow Chester will provide an Employee Handbook to all employees during their onboarding.
- B. The Grow Chester Employee Handbook will outline all the information pertinent to their employment. These subjects will include, but not be limited to;
 - I. Grow Chester Mission and Vision
 - II. Organizational Structure
 - III. General Employment Policies
 - IV. Employee Categories
 - V. Conflicts of Interest
 - VI. Access to Personnel Files
 - VII. Performance Evaluations
 - VIII. Hours of Work
 - IX. Compensation
 - X. Benefits
 - XI. Code of Conduct
 - XII. Discipline
 - XIII. Training

18. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

Grow Chester Record Keeping Procedures Summary

1. Objective

- A. Grow Chester is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.
- B. Grow Chester has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.
- C. The following procedures provide clear and concise instructions for the Grow Chester Management team, Agents, contractors, vendors, and suppliers pertaining to proper Record Keeping Procedures in accordance with CCC Regulations documented in 935 CMR 500.105(9).

2. Responsibility

A. General Manager

The General Manager is accountable for:

- I. Develop and maintain written records that are required in any section of 935 CMR 500.000.
- II. Create, install, and train Agents on all Grow Chester Standard Operating Procedures (SOPs) as required by 935 CMR 500.105(8).
- III. Maintaining and updating all SOPs specifically for Record Keeping.
- IV. Conducting Record Keeping training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).
- V. Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.
- VI. Communicate and supply Record Keeping documents to the CCC when requested.
- VII. Develop, distribute, and enact Plans of Corrective Action when necessary.
- VIII. Maintain Record Keeping procedures in accordance with Generally Accepted Accounting Principles (GAAP).
- IX. Document Inventory Records as requested by 935 CMR 500.105(8).
- X. Track and monitor Seed-to-sale Tracking Records for all Marijuana and MIPs as required by 935 CMR 500.105(8)(e).

3. Approval Authority

Heather Anello – Owner

4. Definitions

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

Cannabis Control Commission: The regulatory and investigative body for the Massachusetts Cannabis industry.

General Manager: The executive management member, responsible for all operational activities in Grow Chester.

Generally Accepted Accounting Principles (GAAP): Collection of commonly-followed accounting rules and standards for financial reporting.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

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

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Infused Products (MIP): Products that contain marijuana or marijuana extracts, intended for human use, and derived from marijuana.

METRC: Compliance management solution used by regulatory bodies for the oversight of the cannabis industry.

Standard Operating Procedures (SOPs): Detailed, written instructions on how to perform a routine business activity and explain the process being described.

5. Personnel Records

A. Grow Chester will maintain the following Personnel Records:

- I. Job descriptions for each employee and their position within the Organization
- II. Job descriptions for each Volunteer Position
- III. Grow Chester Organization Charts with job descriptions
- IV. Personnel Records for each Grow Chester employee
- V. Documentation of Verification of Reference Checks
- VI. Employment Contracts
- VII. Documentation of all Training
- VIII. Periodic Performance Evaluations
- IX. Records of Disciplinary Actions Taken
- X. Responsible Vendor Training Certifications
- XI. Staffing Plans
- XII. Personnel Standard Operating Procedures (SOPs)
- XIII. Employee Background Checks

B. Grow Chester will keep a personnel record for each Grow Chester agent.

C. Grow Chester personnel records shall be maintained for at least 12 months after termination of the individual's affiliation with Grow Chester and shall include, at a minimum, the following:

- I. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - II. Documentation of verification of references;
 - III. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - IV. 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;
 - V. Documentation of periodic performance evaluations;
 - VI. A record of any disciplinary action taken; and
 - VII. Notice of completed responsible vendor and eight-hour related duty training.
- D. A staffing plan that will demonstrate accessible business hours and safe manufacturing and processing conditions;
- E. Personnel policies and procedures;

- F. All background check reports obtained in accordance with M.G.L. c. 6 et. 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- G. Grow Chester Personnel Records will be held electronically and in hard copy.
- H. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files.
- I. Access to the electronic records will only be allowed to Grow Chester Management agents who require access. as part of their job duties and responsibilities.
- J. Hard Copy (written records) will be stored in a secure, locked cabinet located in a locked room accessible to only Grow Chester Management Team Members who require access for their job duties and responsibilities.
- K. These records will be made available for inspection by the Commission upon request.

6. Business Records

- A. Grow Chester will ensure that all business records are recorded, documented, and maintained.
- B. Grow Chester will keep all prior business records for a minimum of six (6) years in accordance with GAAP.
- C. Grow Chester will maintain these records in hard copy form and electronic versions.
- D. Grow Chester business records will include:
 - I. Assets and Liabilities
 - II. Monetary Transactions
 - III. Books of accounts containing:
 - a. Journals
 - b. Ledgers
 - c. Supporting Documents
 - d. Agreements
 - e. Checks
 - f. Invoices
 - g. Vouchers
- E. Sales Records including:
 - I. Quantity
 - II. Form
 - III. Cost of Marijuana and MIPs
- F. Salary and Wage documentation including:

- I. Salary and Wages paid to each employee
- II. Stipends paid
- III. Executive Compensation
- IV. Bonus(es)
- V. Benefits
- VI. Items of value paid to any persons having direct or indirect control over the ME.

7. Wasting/Destruction of Marijuana and MIPs Record Keeping

- A. Grow Chester will maintain Waste Disposal Records as required under 935 CMR 500.105(12).
- B. Products Designated for Wasting/Destruction
 - I. Grow Chester will utilize a “Products Designated for Wasting/Destruction” Log to denote Marijuana and MIPs stored in the Waste Bin prior to the Wasting/Destruction Process.
 - II. The “Products Designated as Waste Logs” are located in the Inventory Control Binder and attached to the Waste Bin.
 - III. The General Manager will verify the “Products Designated as Waste Logs” during the Weekly Inventory Control Audit.
 - IV. The General Manager will document the “Products Designated as Waste Logs” audits on the Inventory Control Audit Log.
 - V. The General Manager will ensure that all “Products Designated as Waste Logs” from 90 days prior to the monthly Inventory Control Audit are stored in the Inventory Control Binder.
 - VI. Any “Products Designated as Waste Logs” greater than 90 days prior to the date of the Inventory Control Audit will be uploaded digitally to the Shared drive for record keeping. The original copies will be stored off-site for document control.
 - VII. The General Manager will verify the “Products Designated as Waste Logs” with the contents located inside the Waste Bin.
 - VIII. Any discrepancies and the corrective actions taken will be documented on the monthly Inventory Control Audit Log by the Store Manager.
 - IX. Example:

Grow Chester Products Designated For Wasting/Destruction Log

Objective: This form is used to track and denote all returned products that are stored in the Waste Bin.

Instructions: When a product is designated for the wasting/destruction process, the Agent will fill out the form below to indicate items stored in the Waste Bin. The product will remain stored in the Waste Bin until it is destroyed in the Wasting/Destruction Process.

Date/ Time	Product Name	METRC #	Weight	Reason For Quarantine	Agent Name Agent Signature	Store Manager Name: Signature:

- C. Grow Chester will utilize a “Wasted/Destroyed Products” Log to record and document all Marijuana and MIPs that have been destroyed in the Wasting/Destruction Process.
 - I. The Wasted/Destroyed Products Logs are located in the Grow Chester Inventory Control Binder.
 - II. The General Manager will verify the Wasted/Destroyed Products Logs during the Weekly Inventory Control Audit.
 - III. The General Manager will document the Wasted/Destroyed Products Logs audits on the Inventory Control Audit Log.
 - IV. The Store Manager will ensure that all Wasted/Destroyed Products Logs from 90 days prior to the Inventory Control Audit are stored in the Inventory Control Binder.
 - V. Any Wasted/Destroyed Products Logs greater than 90 days prior to the date of the Inventory Control Audit will be uploaded digitally to the Shared drive for record keeping. The original copies will be stored off-site for document control.
 - VI. Any discrepancies and the corrective actions taken will be documented on the monthly Inventory Control Audit Log by the General Manager.

VII. Example:

Grow Chester Wasted/Destroyed Products Log

Objective: This form is used to track and denote all products that are have been destroyed during the Wasting/Destruction Process.

Instructions: When a product has been destroyed during the Wasting/Destruction process, the Agent will record and document the products destroyed on the log below.

This document in the Inventory Control Binder.

Date/Time	Product Name	METRC #	Weight	Agent Name
				Agent Signature

8. Closure of ME

- A. Following the closure of Grow Chester, all records will be kept for a minimum of two (2) years in a form and location acceptable to the CCC.

9. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

Qualifications and Intended Training(s) for Grow Chester Agents

1. Objective

- A. Grow Chester is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CCC") or any other regulatory agency.
- B. Grow Chester has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.
- C. Grow Chester has partnered with ILCN Advising LLC to offer one (1) hour of training to all employees each week, totaling 52 hours of training annually.
- D. The following procedures provide clear and concise instructions for the Qualifications and Training(s) for Grow Chester Management team, Agents, and employees in accordance with CCC Regulations documented in 935 CMR 500.101(3)(C)8.

2. Responsibility

A. General Manager

The General Manager is accountable for:

- I. Developing and installing a regular training schedule for all Grow Chester Agents and Employees.
- II. Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.
- III. Ensuring that all Grow Chester Agents and Employees receive training consistent with evolving industry standards and best practices.
- IV. Ensuring that our training process and curriculum are following all regulations and laws.
- V. Collaborating with ILCN Advising LLC to ensure that training meets or exceeds the requirements listed above.

3. Approval Authority

Heather Anello – Owner

4. Definitions

After Action Report: A detailed critical summary or analysis of a past event made for the purposes of re-assessing decisions and considering possible alternatives for future reference.

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

Cannabis Control Commission: The regulatory and investigative body for the Massachusetts Cannabis industry.

Cannabinoid: Chemical compounds unique to and derived from cannabis.

Concentrate: Is manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency.

Continuing Education: Education provided for Grow Chester Employees after they have completed the formal onboarding training and education program.

Diversion: The theft, loss, or mishandling of marijuana and MIPs in which marijuana or MIP's become unaccounted for.

General Manager: The executive management member, responsible for all operational activities in Grow Chester.

Ingestion: The process(es) of absorbing cannabis into the human body.

Inventory Control: The coordination and supervision of the supply, storage, distribution, and recording of Marijuana and MIPs to maintain 100% accountability of quantities, weight, and products.

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

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

Marijuana Infused Products (MIP): Products that contain marijuana or marijuana extracts, intended for human use, and derived from marijuana.

METRC: Compliance management solution used by regulatory bodies for the oversight of the cannabis industry.

Responsible Vendor Training: A Marijuana Establishment that the Commission has determined to have completed the initial training requirements and has maintained its training requirement under 935 CMR 500.105(2).

Standard Operating Procedures (SOPs): Detailed, written instructions on how to perform a routine business activity and explain the process being described.

Terpenes: Organic compounds that provide aroma and flavor in cannabis. Terpenes are responsible for the aroma and flavors of cannabis and influence its effects by interacting with cannabinoids.

5. Qualifications and Requirements for Grow Chester ME Agents

- A. All Grow Chester board members, directors, employees, executives, managers, vendors, or volunteers will register with the CCC as an ME Agent.
- B. All Grow Chester Agents must:
 - I. Be 21 years of age or older;
 - II. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - III. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
 - IV. Grow Chester has developed job descriptions for all positions within the organization.
- C. While all Agents must meet the qualifications listed above, several organizational positions will require additional qualifications depending on the required duties.

6. Training Documentation and Record Keeping

- A. Pursuant to 935 CMR 500.105(9)(D)d. Grow Chester will ensure all employee training is properly documented and recorded.
- B. Training must be tailored to the specific role and responsibilities of the job function(s).
- C. All trainings will be documented and stored in the employee personnel files.
- D. All documentation of employee trainings will be logged on Grow Chester Training Logs.
- E. Grow Chester Training Logs must include:
 - I. Trainer Name & Title
 - II. Date & Time training was conducted

- III. Participation Attendance Documentation
- IV. Scope of Training
- V. Training Objectives
- VI. Methods of Training
- VII. Standard Operating Procedures (SOPs)/Regulations Referenced
- VIII. Supplemental Training Materials
- IX. Exams/Tests/Quizzes for training
- X. Works Cited/References List
- XI. Sources for continued education
- XII. Signed Acknowledgement of Training Participation by Employees
- XIII. After Action Review (AAR)

F. Example of Grow Chester Training Logs

Grow Chester Training Log

Objective: The Grow Chester Training Log will be used to document all Grow Chester Employee Training.

Procedure: The trainer will document and complete the form below. This employee training log will be documented in the Grow Chester Training Binder. A copy of the training log and any exams, tests, quizzes, worksheets, or checks on learning specific to the individual who has partaken in the training will be included in each employee's personnel file.

The trainer will include a copy of the following documents with the Grow Chester Training Log:

1. Participation Attendance Documentation
2. Supplemental Training Materials
3. Exams, Tests, Quizzes, Worksheets, and additional checks on learning
4. Works Cited/References List
5. After Action Review of the Training

Trainer Name & Title	
Date & Time of Training	___/___/___ - ___:___ AM/PM
Training Topic	
Scope of Training	
Training Objectives	
Methods of Training	
SOP's/Regulations Referenced	
Sources for Continued Education	

- G. Grow Chester Training Logs will be maintained in each employee personnel file throughout their employment tenure with Grow Chester for and a period of two (2) years following (in)voluntary separation.

7. Intended Grow Chester Training(s)

Onboarding Training

- A. All new Grow Chester employees will receive a minimum of nineteen (19) training hours before they can participate in organizational activities.
- B. These trainings will be conducted during the employee's onboarding process.
- C. Grow Chester Onboarding Training will include but is not limited to:
 - I. Grow Chester Employee Handbook
 - II. Code of Conduct
 - III. CCC Regulations
 - IV. Safety & Security
 - V. Emergency Procedures/Disaster Plan
 - VI. Diversion of Marijuana
 - VII. Diversity & Inclusion
 - VIII. Sexual Harassment
 - IX. Grow Chester Standard Operating Procedures (SOPs)
 - X. Responsible Vendor Training and;
 - XI. Grow Chester Employee policies including but not limited to:
 - a) Alcohol, Smoke, and Drug-Free Workplace Policy
 - b) Equal Employment Policy
 - c) Diversity Policy
 - d) Anti-Harassment & Sexual Harassment Policy
 - e) Americans With Disability Act

Grow Chester Continuing Education Trainings

- A. Grow Chester has partnered with ILCN Advising LLC and will offer a total of 52 hours of training annually.
- B. Grow Chester will dedicate a minimum of one (1) hour each week towards continuing education.
- C. Grow Chester Employees will be required to attend a minimum of twelve (12) hours of continuing education training.
- D. Grow Chester Employees will not be capped or limited on the total number of trainings that they can participate in. Grow Chester encourages all employees to attend all trainings if possible.

- E. Grow Chester will ensure that all employees are paid for training, if they are not scheduled to work when the training occurs.
- F. All Grow Chester Continuing Education Trainings will be recorded and documented in the appropriate employee files throughout the duration of the employee's tenure with Grow Chester or a minimum of two (2) years following (in)voluntary separation.
- G. Grow Chester Continuing Educational Trainings will include but are not limited to:
 - I. Role Specific SOP & Operational Training
 - II. History of Cannabis
 - III. Cannabis - The Plant
 - IV. Cannabis – Terpenes & Cannabinoids
 - V. Cannabis – Effects on the Human Body
 - VI. Cannabis – Methods of Ingestion
 - VII. Cannabis – Cultivation & Processing
 - VIII. Marijuana Infused Products (MIPs) Manufacturing & Processing
 - IX. Cannabis – Concentrates Manufacturing & Processing
 - X. Cannabis – Transportation & Transfer Industry Best Practices
 - XI. Cannabis – Nutrient Deficiencies
 - XII. Creating a Culture of Customer Service
 - XIII. Hierarchy of Customer Service Skills
 - XIV. Living Great Customer Service
 - XV. METRC Training
 - XVI. Inventory Controls
 - XVII. Pest Control & Prevention
 - XVIII. Facility Sanitation
 - XIX. Prevention of Diversion
 - XX. Regulatory Compliance
 - XXI. Creating a Culture That Counts
 - XXII. Leadership Development
 - XXIII. Hiring & Recruitment
 - XXIV. Conducting Applicant Interviews
 - XXV. Employee Performance Appraisals
 - XXVI. Grow Chester Team Building

8. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

Grow Chester Quality Control and Product Testing Summary

1. Objective

- A. Grow Chester is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.160 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.
- B. Grow Chester has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.
- C. The reputation of Grow Chester relies on providing the best Marijuana and MIPs to wholesale purchasers. The following procedures provide clear and concise instructions for the Grow Chester Management team, Agents, contractors, vendors, and suppliers pertaining to proper Inventory Control, Tracking, and Quality Control in accordance with CCC Regulations.

2. Responsibility

A. General Manager

The General Manager is accountable for:

- I. Maintaining and updating all Standard Operating Procedures (SOPs) for the Inventory of Marijuana and MIPs and the Grow Chester Inventory Binder.
- II. Conducting Inventory of Marijuana and MIPs training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).
- III. Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.
- IV. Initiate regular Quality Control and Sanitation Cleaning Schedules
- V. Conduct regular Quality Control and Sanitation Inspections and Audits
- VI. Ensure that all Marijuana Clones, Finished Marijuana, and MIPs are tested in accordance with 935 CMR 500.160.
- VII. Communicate with the CCC in the event of a batch test failure.
- VIII. Develop, distribute, and enact Plans of Corrective Action when necessary.

3. Approval Authority

Heather Anello – Owner

4. Definitions

After Action Report: A detailed critical summary or analysis of a past event made for the purposes of re-assessing decisions and considering possible alternatives for future reference.

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

Batch: A specific quantity of homogeneous cannabis goods

Cannabinoid: Chemical compounds unique to and derived from cannabis.

Cannabis Control Commission: The regulatory and investigative body for the Massachusetts Cannabis industry.

Certificate of Analysis: Report prepared for the requester of the analytical testing performed and results obtained by the testing laboratory.

Department of Public Health (DPH): The Massachusetts Department of Public Health, unless otherwise specified.

Finished Marijuana: Usable marijuana, cannabis resin or cannabis concentrate.

Food and Drug Administration (FDA): The United States Food and Drug Administration.

General Manager: The executive management member, responsible for all operational activities in Grow Chester.

Incident Report: A formal recording of the facts related to an incident.

Independent Testing Laboratory: A laboratory that is licensed by the Commission and is:

(a) accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;

(b) independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and

(c) qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Inventory: The objects or items represented on Marijuana and MIPs Transfer Manifest, including quantity, weight, and descriptions.

Inventory Control: The coordination and supervision of the supply, storage, distribution, and recording of Marijuana and MIPs to maintain 100% accountability of quantities, weight, and products.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility,

Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

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

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Flower: The ingestible portion of the plant, commonly referred to as “bud(s)” containing the cannabinoids.

Marijuana Infused Products (MIP): Products that contain marijuana or marijuana extracts, intended for human use, and derived from marijuana.

METRC: Compliance management solution used by regulatory bodies for the oversight of the cannabis industry.

METRC Tag(s): Tag or label for Marijuana plants and packages containing the facility name, license number, identifier, order information, identification number, and the METRC seal.

Mycotoxin: A secondary metabolite of a micro fungus that is capable of causing death or illness in humans and other animals. For the purposes of this chapter, mycotoxin shall include aflatoxin B1, aflatoxin B2, aflatoxin G1, aflatoxin G2, and ochratoxin A.

Products Designated for Wasting/Destruction: Marijuana or MIP designated to be wasted/destroyed and stored in the waste bin.

Propagation: The breeding of specimens of Marijuana strains.

Quality Control: A system of maintaining standards in manufactured products by testing a sample of the output against the specification.

Standard Operating Procedures (SOPs): Detailed, written instructions on how to perform a routine business activity and explain the process being described.

Usable Marijuana: The fresh or dried leaves and flowers of the female marijuana plant and any mixture or preparation thereof, including cannabis or marijuana products, but does not include the seedlings, seeds, stalks, roots of the plant, or marijuana rendered unusable in accordance with 935 CMR 500.105(12)(c).

5. General Requirements

- A. Grow Chester will maintain Quality Control in accordance with:
 - I. 935 CMR 500.000 et. seq, 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments
 - II. Sanitation requirements in accordance to 105 CMR 500.000: Good Manufacturing Practices for Food
 - III. Food Handling requirements specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine.
- B. All Grow Chester Marijuana and MIPs will have been tested in accordance with 935 CMR 500.160 prior to sale to wholesale purchasers.
- C. All testing records will be stored with the Certifications of Analysis located in the Grow Chester Inventory Control Binder.
- D. No Marijuana or MIPs may be sold or marketed that are not capable or have not been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- E. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Cannabis Control Commission, who may refer any such result to the Massachusetts DPH of Agricultural Resources.
- F. Grow Chester will not sell or transfer MIPs with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:
 - I. For a single serving of an edible marijuana products, five milligrams of active tetrahydrocannabinol (THC)
 - II. In a single package of multiple edible marijuana products to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
 - III. The THC content must be homogenous, or evenly distributed throughout the edible marijuana products.

6. Sanitation

- A. Grow Chester will maintain the cleanliness of the dispensary and Marijuana and MIP storage locations.
- B. Grow Chester Agents will utilize the Grow Chester Cleaning Checklist each shift to ensure that all facets of sanitation are maintained.
- C. Agents will utilize cleaning disinfectant to wipe down and ensure that all Marijuana and MIP storage locations and contact surfaces are clean.

- D. Agents will utilize disinfectant to clean the walls, ceilings, and floors of all Marijuana and MIP storage and packaging areas.
- E. Agents will use a sanitizing disinfectant to wipe down and clean all product preparation surfaces such as:
 - I. Tables
 - II. Scale surfaces
 - III. Utensils
- F. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
- G. Hand-washing facilities will be located in the cultivation, manufacturing and production, processing, packaging areas, and where good sanitary practices require employees to wash and sanitize their hands
- H. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
- I. Each of the facilities water supplies comes from the municipal water supply and is sufficient for necessary operations.
- J. The Grow Chester Cultivation Facility's plumbing will be of adequate size and design, and satisfactorily installed and maintained to carry enough quantities of water to the required locations throughout the facility.
- K. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
- L. There will be no cross-connections between the potable and wastewater lines;
- M. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.

7. Contamination Control

- A. All Grow Chester Agents will be trained on:
 - I. Pest Prevention
 - II. Pest Detection
 - III. Pest Treatments
- B. This training will be documented and recorded in employee personnel files and Inventory Control Training Logs.
- C. Records of the training will be documented in the Inventory Control Binder.
- D. When a Contamination or Possible Contamination Incident is detected, the witnessing Agent will:
 - I. Document and record the event on an Incident Report

- II. Notify the General Manager of the Incident
- III. Conduct primary mitigating risk procedures (i.e. utilize pest control traps)
- E. After the General Manager has been alerted of Contamination or Possible Contamination, the General Manager will:
 - I. Conduct an investigation within 24 hours
 - II. Create a plan of action to correct the deficiency
 - III. Notify the Board of Health
 - IV. Alert the CCC in writing
 - V. Create a follow up After Action Review on the Contamination Incident

8. Pest Control Traps

- A. Grow Chester will utilize small, sticky traps for monitoring of flying or airborne pests.
- B. All Pest Control traps will be posted, mapped, and the information disseminated to the Grow Chester Cultivation staff.

9. Handling and Storage of Marijuana, MIPs, and Marijuana Plant Waste

- A. All marijuana plant waste will be placed in the hermetically sealed "Marijuana Waste" container.
- B. This waste container is known as the "Products Designated for Wasting/Destruction" Bin.
- C. This container is impervious and covered.

10. Handling and Storage of Non-Marijuana Waste

- A. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles:
 - I. Recyclable
 - II. Organic
 - III. Solid waste
- B. At the end of each shift these containers will be emptied, the contents removed from the building, and placed in the appropriate containers to await pickup.
- C. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.
- D. All chemicals, products, and mixtures will contain Material Safety Data Sheets (MSDS).
- E. The MSDS is located in each room in the Grow Chester Cultivation Facility.

11. Personnel

- A. All Agents and contractors are obligated and instructed to notify Grow Chester management in the event that they have developed an illness or medical condition that may interfere with Quality Control.
- B. All Agents or contractors will be excluded from daily operations who have been medically examined or observed to have:
 - I. Any diseases transmissible through food
 - II. Illness
 - III. Open lesion(s)
 - IV. Boils
 - V. Sores
 - VI. Open wounds
 - VII. Infected wounds
 - VIII. Vomiting
 - IX. Diarrhea
 - X. Flu-like symptoms
 - XI. or any other abnormal source of microbial contamination
- C. Personnel will not be able to return to daily operational activities until the condition has been corrected.
- D. Grow Chester will voluntarily comply with any and all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health.
- E. If isolation/quarantine orders are issued by the Board of Health or the Department of Public Health, the General Manager will:
 - I. Conduct and follow through on the isolation/quarantine immediately
 - II. Draft and distribute a memorandum of understanding for the isolation/quarantine order
 - III. Train all employees within 48 hours of the isolation/quarantine order
 - IV. Conduct an AAR on the isolation/quarantine order
- F. All Grow Chester Agents will adhere to proper sanitary practices while conducting operational activities including:

- I. Grooming
 - II. Maintain clean hair
 - III. Teeth brushed
 - IV. Showered
 - V. Usage of deodorant daily
 - VI. Maintain short, clean, and polish-free fingernails
- G. Grow Chester Agents will wash their hands thoroughly with soap and warm water for a period of 45 seconds when:
- I. Upon entry to the facility
 - II. After utilizing the restroom
 - III. After touching face, nose, hair, or any other body part
 - IV. After sneezing or coughing
 - V. After cleaning duties.
 - VI. After eating or drinking.
 - VII. Any other time an unsanitary task has been performed
- H. All Grow Chester Agents will ensure that they are dressed in proper work attire. Agents will:
- I. Wear appropriate clothing
 - II. Wear clean uniforms with sleeves
 - III. Wear clean non-skid close-toed work shoes (or tennis shoes)
- I. All Grow Chester Agents will properly maintain and dress any cuts, abrasions, and burns by:
- I. Bandaging any cut, abrasion, or burn that has broken the skin.
 - II. Covering bandages on hands with gloves and finger cots and change as appropriate.
 - III. Informing supervisor of all wounds.
- J. Grow Chester maintains a strict no smoking policy.
- K. No smoking or smokeless tobacco is to be used or ingested on company premises.

12. Quality Control Training

- A. Grow Chester will train all employees on Quality Control procedures during the onboarding process.

- B. Training topics will include:
 - I. Good Manufacturing Practices
 - II. Sanitation
 - III. Pest Control
 - IV. Product safety training
 - V. Requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- C. This training will be documented and recorded in employee personnel files and Inventory Control Training Logs.
- D. Records of the training will be documented in the Inventory Control Binder.

13. Hazard Analysis and Critical Control Point (HACCP)

- A. Grow Chester will implement a HACCP plan in accordance with the HACCP Principles & Application Guidelines issued by the FDA.
- B. This HACCP plan will address packaging of all marijuana products that will take place in the facility.
- C. Once operational Grow Chester will:
 - I. Assemble the HACCP team (General Manager, Head of Cultivation, and outside consultants)
 - II. Describe the product and its distribution
 - III. Describe the intended use and consumers of the product
 - IV. Develop a flow diagram which describes each process
 - V. Verify the flow diagram
 - VI. Conduct a hazard analysis for each product (Principle 1)
 - VII. Determine critical control points (CCPs) for each product (Principle 2)
 - VIII. Establish critical limits (Principle 3)
 - IX. Establish monitoring procedures (Principle 4)
 - X. Establish corrective actions (Principle 5)
 - XI. Establish verification procedures (Principle 6)
 - XII. Establish record-keeping and documentation procedures (Principle 7)

14. Testing of Marijuana and MIPs

- A. Grow Chester will only sell Marijuana and MIPs that been tested by an independent testing laboratory and passed in accordance with the Regulations outlined in 935 CMR 500.160.
- B. Grow Chester will supply all wholesale purchasers with Certificates of Analysis from the independent testing laboratories.
- C. Grow Chester will ensure that the regulations cited in 935 CMR 725.160 and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* published by DPH are followed prior to any sales to wholesale purchasers.
- D. These testing records will be stored and maintained pursuant to our Records Retention Policy and Procedure.
- E. Required testing includes:
 - I. Cannabinoid Profile
 - II. Contaminants as specified by the Department including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
 - e. Bacteria
 - f. Fungi
 - g. Mycotoxins.
- F. Grow Chester will maintain the results of all testing for no less than two (2) years.
- G. These testing results can be found in the Grow Chester Inventory Binder.

15. Reporting to the CCC

- H. If a marijuana product fails the laboratory testing, it will be quarantined and stored away from other products.
- I. If a marijuana product fails the laboratory testing the CCC will be notified immediately by the Grow Chester General Manager.
- J. The Grow Chester General Manager will conduct an investigation into the failed batch testing.
- K. The Grow Chester General Manager will develop a Plan of Corrective Action and submit that document to the CCC within 72 hours.
- L. The Plan of Corrective Action will include:
 - I. Plan of Batch Destruction

- II. Assessment of the Source of Contamination
- III. SOP Changes to Prevent the Contamination from Reoccurring
- M. Grow Chester will submit to the CCC upon their request, any information regarding contamination.
- N. The entire batch of the product will be quarantined and not sold to wholesale purchasers.
- O. If through a re-test of the product, it is determined that there is no contamination, the product may be removed from quarantine status and sold.
- P. The CCC will be notified of product re-tests and the operational actions taken thereafter.
- Q. Product that is confirmed to be contaminated, or if the testing results are inconsistent with the labels on the product, will be quarantined and not sold to wholesale purchasers.

16. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

Grow Chester Prevention of Sales to Purchasers Under the Age of 21

Summary

1. Objective

- A. Grow Chester is committed remaining compliant with the regulatory guidelines detailed in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.
- B. Grow Chester has developed the following procedures using industry best practices and will continue to update this document as regulations, guidance, and best practices evolve.
- C. The following procedures provide clear and concise instructions for the Grow Chester Management team, Agents, contractors, vendors, and suppliers pertaining to proper Dispensing Procedures in accordance with CCC Regulations.
- D. Grow Chester will only sell Marijuana and MIPs to Licensed MEs.
- E. Grow Chester will not sell Marijuana or MIPs directly to consumers.

2. Responsibility

A. General Manager

The General Manager is accountable for:

- I. Maintaining and updating all Standard Operating Procedures (SOPs) for dispensing of Marijuana and MIPs.
- II. Conducting Dispensing of Marijuana and MIPs training with all Agents and employees in accordance with 935 CMR 500.105(2)(a).
- III. Maintaining accurate training records in accordance with 935 CMR 500.105(9)(d)2. d.
- IV. Communicate with the CCC in the event of a batch test failure.
- V. Develop, distribute, and enact Plans of Corrective Action when necessary.

3. Approval Authority

Heather Anello – Owner

4. Definitions

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

Cannabis Control Commission: The regulatory and investigative body for the Massachusetts Cannabis industry.

Certificate of Analysis: Report prepared for the requester of the analytical testing performed and results obtained by the testing laboratory.

Department of Public Health (DPH): The Massachusetts Department of Public Health, unless otherwise specified.

Department of Revenue (DOR): Agency responsible for handling revenue generated from the taxation of citizens and businesses.

Finished Marijuana: Usable marijuana, cannabis resin or cannabis concentrate.

Food and Drug Administration (FDA): The United States Food and Drug Administration.

General Manager: The executive management member, responsible for all operational activities in Grow Chester.

Independent Testing Laboratory: A laboratory that is licensed by the Commission and is:

(a) accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;

(b) independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and

(c) qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

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

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks,

fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Flower: The ingestible portion of the plant, commonly referred to as “bud(s)” containing the cannabinoids.

Marijuana Infused Products (MIP): Products that contain marijuana or marijuana extracts, intended for human use, and derived from marijuana.

METRC: Compliance management solution used by regulatory bodies for the oversight of the cannabis industry.

Standard Operating Procedures (SOPs): Detailed, written instructions on how to perform a routine business activity and explain the process being described.

Usable Marijuana: The fresh or dried leaves and flowers of the female marijuana plant and any mixture or preparation thereof, including cannabis or marijuana products, but does not include the seedlings, seeds, stalks, roots of the plant, or marijuana rendered unusable in accordance with 935 CMR 500.105(12)(c).

5. General Requirements

A. Prevention of Sales to Purchasers Under the Age of 21

- I. Pursuant to 935 CMR 500.110(1)(a) Grow Chester will ensure that upon entry onto the Grow Chester Cultivation Facility, a Grow Chester Security Agent will inspect and verify a guest’s proof of identification and determine that they are above the age of 21.
- II. If the identification shows that the guest is under the age of 21, then the Grow Chester Security Agents will kindly ask them to vacate the premises in accordance with 935 CMR 500.105(1)(o).

B. Identification Compliance Check

- I. There will be a total of 3 Identification Compliance checks to prevent access and distribution of Marijuana Products to individuals under the age of 21.
- II. The first Identification check will occur outside of the main entry point by the Canna Corner Security Agent. Agents will utilize a Portable ID scanner to verify the Identifications.
- III. The second identification check will occur as the customer approaches the sales register where they will purchase their product. The Sales Agent will scan the customer’s ID into the Green Bits POS terminal as a secondary inspection of the ID.
- IV. The third identification check will occur at the Fulfillment area where the customer receives their order. This will be a visual ID inspection from the Fulfillment Agent.

C. If an individual under the Age of 21 is Found in the Dispensary

- I. If an individual under the age of 21 is found to be located in the dispensary, then:
- a. The identifying Agent will stop all sales and request a halt to all Sales Floor operations.
 - b. The Store Manager and Security Agent will be notified.
 - c. The Security Agent will enter the building and politely inform the individual that access to this dispensary is limited to individuals over the age of 21.
 - d. The Security Agent will politely escort the individual from the facility and to their vehicle.
 - e. The Store Manager will submit a report to the CCC withing 24 hours of the occurrence detailing the situation, the actions taken, and the results of the incident.

6. REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe

GROW CHESTER DIVERSITY PLAN

OBJECTIVE

Grow Chester cannot realize all organizational goals without building a high-performing and diverse workforce based on mutual acceptance, respect, and trust. This Diversity plan was developed in accordance with 935 CMR 500.101(1)(C)7. k. and Cannabis Control Commission *GUIDANCE ON REQUIRED POSITIVE IMPACT PLANS AND DIVERSITY PLANS* (REVISED 2/25/19).

Grow Chester will foster equal opportunity for all employees and promote principles of diversity management. This will be a diverse and inclusive company, dedicated to promoting a discrimination-free work environment and offering opportunities for all employees to maximize their diverse talents and experience in support of the company's mission.

Grow Chester will comply with the requirements of 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 the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state.

DIVERSITY GOAL OVERVIEW

Grow Chester is committed to achieving the following Diversity goals through this plan:

1. Create a diverse, balanced, and equitable workforce through recruitment and hiring efforts aimed at increasing employment participation from the following protected classes:
 - a) Minorities
 - b) Women
 - c) Veterans
 - d) People with disabilities
 - e) LGBTQ+
2. Providing employment *access and assistance* to the above listed protected classes of applicants.
3. Conducting *diversity and inclusion training* for all Grow Chester Employees to create a culture of acceptance, tolerance, maximizing participation.

RECRUITMENT & HIRING

Grow Chester aims to create a workforce that is focused on maximizing the unique talents and skillsets from all prospective employees. Our Management staff is committed to ensuring a balanced work pool in which everyone knows they have a chance to succeed.

RECRUITMENT & HIRING GOAL

Grow Chester will seek to gain a workforce that is representative of our population's demographics while encouraging and promoting diversity and inclusion. By the end of the first year of operation, Grow Chester aims to have a workforce that:

1. Between 40-50% Identifying as Female
2. 40-50% Identifying as a Minority

Chester Grows Diversity Plan

3. 5% Identifying as a Veteran
4. 5% Identifying as People with Disabilities
5. 20 % Identifying as LGBTQ+

RECRUITMENT AND HIRING GOALS PLAN OF ACTION

Grow Chester has and will continue to recruit and hire diverse employees to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our company.

Human Resources training will be conducted for all Hiring Managers that address unconscious bias and cultural sensitivity.

Grow Chester will collaborate with third (3rd) party Human Resources Professionals to maximize a diverse applicant pool.

The Grow Chester Diversity Hiring policy will be displayed on recruitment websites, all social media outlets, and through traditional hiring platforms.

We will engage communities, including Holyoke, West Springfield, and Springfield that have higher populations of people of color, with the goal of attracting and retaining an equitable and diverse workforce.

Grow Chester will advertise Employment Vacancies on a Quarterly Basis as a minimum but may increase the amount of Employment Vacancy advertising if staffing requires so.

Grow Chester will collaborate for recruitment and job placements for applicants from with:

1. MassHire Holyoke Career Center
2. MassHire Springfield Career Center
3. Holyoke Community College Career Center
4. Springfield Technical Community College Career Center
5. The Vet Center
6. Springfield Veterans Services
7. West Springfield Veteran Services
8. Holyoke Veterans Benefits Department
9. West of the River Chamber of Commerce (West Springfield)
10. Holyoke Chamber of Commerce
11. Springfield Chamber of Commerce
12. The Greater Westfield Chamber of Commerce

RECRUITMENT AND HIRING GOALS MEASUREMENT AND ACCOUNTABILITY

Grow Chester will produce a full report annually on:

- | | |
|---|-------------------------------|
| 1. All employment opportunity vacancies | 5. Employee training |
| 2. Attempts to hire, actual hires | 6. Employee pay rate/salaries |
| 3. Recruitment sources | 7. Employee benefits |
| 4. Employee address | 8. Career advancement |

This report will be made available to the Commonwealth of Massachusetts, the Cannabis Control Commission, and the Town of Chester. The report's compendium of information will also be used as evolving metrics for Grow Chester to determine the best practices to reach the stated employment goals.

The Grow Chester Management and Leadership Team will meet to discuss the report and make any necessary operational adjustments. Grow Chester will make this report public to the Chester Board of Selectmen.

PROVIDING EMPLOYMENT ACCESS AND ASSISTANCE

Grow Chester understands that one of the key elements towards the long-term success and viability of the organization depends upon fostering a pipeline for talented, skilled, and motivated professionals. To enhance this channel of new prospects, Grow Chester will seek to increase employment access and hiring assistance with prospective employees identifying in one or more of the following categories:

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

EMPLOYMENT ACCESS & ASSISTANCE GOAL

Grow Chester intends to see a diverse array of applicants with a focus on increasing accessibility and assistance to the members identifying in the category groupings listed above. After the first operational year, Grow Chester intends to have documented Employment Access and Assistance Services for more than 50 Applicants.

EMPLOYMENT ACCESS & ASSISTANCE PLAN OF ACTION

Grow Chester will utilize the services of a Human Resources Professional to search, recruit, and develop relationships with potential employees from the classes stated above.

EMPLOYMENT ACCESS

When Grow Chester is hiring, all positions will be posted at the following locations:

1. MassHire Holyoke Career Center
2. MassHire Springfield Career Center
3. Holyoke Community College Career Center
4. Springfield Technical Community College Career Center
5. The Vet Center
6. Springfield Veterans Services
7. West Springfield Veteran Services
8. Holyoke Veterans Benefits Department
9. West of the River Chamber of Commerce (West Springfield)
10. Holyoke Chamber of Commerce
11. Springfield Chamber of Commerce
12. The Greater Westfield Chamber of Commerce

Grow Chester career vacancies will be posted at these locations for a period of not less than three (3) weeks prior to posting locally or through on-line job sites (Zip recruiter, Indeed, Monster, etc.).

Chester Grows Diversity Plan

EMPLOYMENT ASSISTANCE

The Grow Chester management team will allow space on site for future employees to complete applications, print resumes, and provide background training for individuals eager to enter the Massachusetts Marijuana Industry.

The Grow Chester Human Resources team will be dedicated to providing assistance when applicants are building their resumes or completing applications. The Human Resources Professionals will be experienced at finding the unique talents of applicants and helping to highlight those assets on resumes and internal hiring documents.

No prospective employee will be turned away from the Grow Chester facility due to a lack of computer, internet, or technology access. Grow Chester will seek to provide these sources within reason.

EMPLOYMENT ACCESS AND ASSISTANCE GOALS MEASUREMENT & ACCOUNTABILITY

Grow Chester understands that this plan of action must be assessed after implementation. Ongoing, comprehensive evaluations of the success of this plan will take place regularly to ensure that the goal is accomplished.

Grow Chester will produce a full report annually which outlines this policy, data collected, whether the goals have been met, and if any changes are to the plan of action are required. This report will be made available to the CCC, the Commonwealth of Massachusetts, and the Town of Chester, and our affiliated recruitment and hiring partners.

The Grow Chester Leadership team will meet with the appropriate community leaders to discuss the report and discuss any necessary adjustments. This report, at a minimum will include:

1. The demographics of all employees;
2. Attempts to hire, actual hires, from where they came, their training, pay, benefits, and advancement;
3. The dates and total number of recruitment postings that were displayed with our hiring/recruitment partners;
4. The number of applicants that have requested and used assistance from the Grow Chester Human Resources Professionals;
5. Rate of retention of all employees;
6. Conclusions and recommendations.

DIVERSITY & INCLUSION TRAINING

Grow Chester understands that to maximize each employees' unique talents, skill sets, and experience, all employees must feel valued, included, and respected. The organization seeks to raise awareness of the values and benefits that come with collaborating with employees of different cultures, races, genders, ethnicities, beliefs, experiences, and ideas.

Grow Chester will develop a company culture where concepts such as cultural competency, unconscious bias, civility, tolerance, and workplace sensitivity are places at a premium. The Management Team will ensure that employees and prospective employees from underrepresented groups feel valued and have opportunities to advance into leadership roles.

DIVERSITY & INCLUSION TRAINING GOAL

Grow Chester intends to develop a training program based on Diversity & Inclusion. This program will be started during the first year of operation. The Management Team intends on holding 12 classes during the first year of institution.

Each class will accommodate a minimum of 12 employees but will not exceed a total of 20 employees.

All employees will be required to attend a minimum of 8 Diversity & Inclusion Training Classes but are encouraged to attend all.

The Diversity & Inclusion Training Classes will start during day 2 of the initial training for Grow Chester's first hires.

Chester Grows Diversity Plan

DIVERSITY AND INCLUSION TRAINING PLAN OF ACTION

In order to foster an environment in which employees are valued, included, and respected Grow Chester will dedicate quarterly training on Diversity and Inclusion. The Grow Chester Human Resources Professionals will develop this curriculum including the following topics:

1. Generational Diversity
2. Cross-Cultural Awareness
3. Unconscious Bias
4. Avoiding Stereotypes
5. Ethics
6. Respect and Inclusion
7. The Gender Pay Gap
8. Gender Identities
9. Harassment Policies
10. Disability Rights
11. Diverse Representation
12. Reaping the Benefits of Diversity

The Grow Chester Diversity and Inclusion Training will utilize the following methods to educate, train, and evaluate training comprehension and understanding:

1. Presentations
2. Educational Classes
3. Handouts/Training Materials
4. Video and Multi-media
5. Take Home Educational Readings
6. Testing/Exams
7. Role Plays
8. Discussion of Real-World Examples

DIVERSITY AND INCLUSION TRAINING MEASUREMENT & ACCOUNTABILITY

Grow Chester will assess this plan of action during and after implementation. Grow Chester will produce a full report annually which outlines this policy, data collected, whether the goals have been met, and if any changes are to the plan of action are required.

This report will be made available to the CCC, the Commonwealth of Massachusetts, and the Town of Chester, and our affiliated recruitment and hiring partners.

The Grow Chester Leadership team will meet with the appropriate community leaders to discuss the report and discuss any necessary adjustments. This report, at a minimum will include:

1. The date, time, and scope of Diversity and Inclusion Trainings;
2. The employees who participated in the mandatory training and their training results;
3. A description of incidents in which actions occurred that are not in accordance with the Grow Chester Diversity and Inclusion policies;
4. Report of the Grow Chester work environment including feedback from all employees;
5. Opportunities to utilize real work environment examples from the Grow Chester operations for future training;
6. Conclusions and recommendations.

REVISION HISTORY

Version	Date	Comment
1.0	January 2020	Created by Casey Nothe
1.5	May 2020	Edited by Casey Nothe

Chester Grows Diversity Plan