



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281488
Original Issued Date: 06/12/2019
Issued Date: 06/17/2021
Expiration Date: 08/12/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: MassGrow, LLC

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

Business Address 1: 134 Chestnut Hill Avenue Business Address 2:
Business City: Athol Business State: MA Business Zip Code: 01331
Mailing Address 1: 134 Chestnut Hill Avenue Mailing Address 2:
Mailing City: Athol Mailing State: MA Mailing Zip Code: 01331

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership:	Percentage Of Control:
Role: Executive / Officer	Other Role:

First Name: Andrea Last Name: Cabral Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 100
Role: Executive / Officer Other Role: Manager of MassGrow, LLC; Chief Operating Officer; President and sole Director of MassGrow, Inc.

First Name: Francis Last Name: Perullo Suffix:
Gender: Male User Defined Gender:

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

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control:
Role: Executive / Officer Other Role:

First Name: Steven Last Name: Rohlfing Suffix:
Gender: Male 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: Ascend Wellness Holdings, LLC Entity DBA: DBA City:

Entity Description: Delaware limited liability company; Owner of MassGrow, Inc. and capital contributor

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website: <http://awholdings.com>
Entity Address 1: Entity Address 2:
Entity City: Entity State: Entity Zip Code:
Entity Mailing Address 1: Entity Mailing Address 2:
Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

Relationship Description: MassGrow, Inc. is wholly owned by Ascend Wellness Holdings, LLC (formerly known as Ascend Group Partners).

Entity with Direct or Indirect Authority 2

Percentage of Control: 100 Percentage of Ownership: 100
Entity Legal Name: MassGrow, Inc. Entity DBA: DBA City:

Entity Description: Delaware corporation; Parent company

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website:
Entity Address 1: Entity Address 2:

Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: MassGrow, LLC is wholly owned by MassGrow, Inc.		

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Ascend Wellness Holdings, LLC	Entity DBA:
Email: perullofp@gmail.com Phone: 617-721-5844	
Address 1: 125 Cambridgepark Drive, Suite 301	Address 2:
City: Cambridge State: MA	Zip Code: 02140
Types of Capital: Monetary/Equity Other Type of Capital:	Total Value of Capital Provided: \$200000 Percentage of Initial Capital: 100
Capital Attestation: Yes	

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Revolution Cannabis - Barry, LLC	Entity DBA: Ascend Illinois	
Entity Description: Medical Cannabis Cultivation Center		
Entity Phone: 617-721-5844	Entity Email: fperullo@awholdings.com	Entity Website:
Entity Address 1: 1 310th Avenue	Entity Address 2:	
Entity City: Barry	Entity State: IL	Entity Zip Code: 62312 Entity Country: USA
Entity Mailing Address 1: 1 310th Avenue		Entity Mailing Address 2:
Entity Mailing City: Barry	Entity Mailing State: IL	Entity Mailing Zip Code: 62312 Entity Mailing Country: USA

Business Interest in Other State 2

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: HealthCentral, LLC	Entity DBA: Illinois Supply & Provisions formerly HCI Alternatives	
Entity Description: Registered Medical Cannabis Dispensing Organization		
Entity Phone: 617-721-5844	Entity Email: fperullo@awholdings.com	Entity Website:
Entity Address 1: 628 East Adams Street	Entity Address 2:	
Entity City: Springfield	Entity State: IL	Entity Zip Code: 62701 Entity Country: USA
Entity Mailing Address 1: 628 East Adams Street		Entity Mailing Address 2:
Entity Mailing City: Springfield	Entity Mailing State: IL	Entity Mailing Zip Code: 62701 Entity Mailing Country: USA

Business Interest in Other State 3

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

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: MOCA, LLC	Entity DBA:		
Entity Description: Medical and adult use marijuana establishment			
Entity Phone:	Entity Email:	Entity Website:	
617-721-5844	fperullo@awholdings.com		
Entity Address 1: 2847 W Fullerton Avenue		Entity Address 2:	
Entity City: Chicago	Entity State: IL	Entity Zip Code: 60647	Entity Country: USA
Entity Mailing Address 1: 2847 W Fullerton Avenue		Entity Mailing Address 2:	
Entity Mailing City: Chicago	Entity Mailing State: IL	Entity Mailing Zip Code: 60647	Entity Mailing Country: USA

Business Interest in Other State 4

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

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: FPAW Michigan LLC	Entity DBA:		
Entity Description: Medical and Adult Use Marijuana Cultivation and Dispensing			
Entity Phone:	Entity Email:	Entity Website:	
617-721-5844	fperullo@awholdings.com		
Entity Address 1: 24363 Grand River		Entity Address 2:	
Entity City: Detroit	Entity State: MI	Entity Zip Code: 48219	Entity Country: USA
Entity Mailing Address 1: 24363 Grand River		Entity Mailing Address 2:	
Entity Mailing City: Detroit	Entity Mailing State: MI	Entity Mailing Zip Code: 48219	Entity Mailing Country: USA

Business Interest in Other State 5

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

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Ascend Ohio, LLC	Entity DBA:		
Entity Description: Medical Dispensary			
Entity Phone:	Entity Email:	Entity Website:	
617-721-5844	fperullo@awholdings.com		
Entity Address 1: 3560 Dolson Ct. NW		Entity Address 2:	
Entity City: Carroll	Entity State: OH	Entity Zip Code: 43112	Entity Country: USA
Entity Mailing Address 1: 3560 Dolson Ct. NW		Entity Mailing Address 2:	
Entity Mailing City: Carroll	Entity Mailing State: OH	Entity Mailing Zip Code: 43112	Entity Mailing Country: USA

Business Interest in Other State 6

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Hemma, LLC	Entity DBA:	
Entity Description: Medical Cultivation		
Entity Phone:	Entity Email:	Entity Website:
617-721-5844	fperullo@awholdings.com	

Entity Address 1: 100 Edison Drive		Entity Address 2:	
Entity City: Monroe	Entity State: OH	Entity Zip Code: 45044	Entity Country: USA
Entity Mailing Address 1: 100 Edison Drive		Entity Mailing Address 2:	
Entity Mailing City: Monroe	Entity Mailing State: OH	Entity Mailing Zip Code: 45044	Entity Mailing Country: USA

Business Interest in Other State 7

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

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Ascend New Jersey, LLC		Entity DBA:	
Entity Description: Alternative Treatment Center			
Entity Phone:	Entity Email:	Entity Website:	
617-721-5844	fperullo@awholdings.com		
Entity Address 1: 395 Bloomfield Ave		Entity Address 2:	
Entity City: Montclair	Entity State: NJ	Entity Zip Code: 07042	Entity Country: USA
Entity Mailing Address 1: 395 Bloomfield Ave		Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State: NJ	Entity Mailing Zip Code:	Entity Mailing Country:
Montclair		07042	USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

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

Individual 2

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

Individual 3

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

Individual 4

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

Individual 5

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

Individual 6

First Name: Steven	Last Name: Rohlfing	Suffix:
Marijuana Establishment Name: Southcoast Apothecary, LLC	Business Type: Marijuana Retailer	

Marijuana Establishment City: New Bedford

Marijuana Establishment State: MA

Individual 7

First Name: Andrea

Last Name: Cabral

Suffix:

Marijuana Establishment Name: MassGrow, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Athol

Marijuana Establishment State: MA

Individual 8

First Name: Francis

Last Name: Perullo

Suffix:

Marijuana Establishment Name: MassGrow, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Athol

Marijuana Establishment State: MA

Individual 9

First Name: Steven

Last Name: Rohlfing

Suffix:

Marijuana Establishment Name: MassGrow, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Athol

Marijuana Establishment State: MA

Individual 10

First Name: Jason

Last Name: Rohlfing

Suffix:

Marijuana Establishment Name: MassGrow, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Athol

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 134 Chestnut Hill Avenue

Establishment Address 2:

Establishment City: Athol

Establishment Zip Code: 01331

Approximate square footage of the Establishment: 360000

How many abutters does this property have?: 20

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

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

Cultivation Environment: Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

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

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$20000

PLAN FOR POSITIVE IMPACT

Date generated: 09/24/2021

Plan to Positively Impact Areas of Disproportionate Impact:

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role: Capital contributor
Entity Legal Name: Ascend Wellness Holdings, LLC Entity DBA:
Entity Description: Owner and capital contributor
Phone: 617-721-5844 Email: info@ascendmass.com
Primary Business Address 1: 500 Totten Pond Road Primary Business Address 2: 6th Floor
Primary Business City: Waltham Primary Business State: MA Principal Business Zip Code: 02451
Additional Information: Formerly known as Ascend Group Partners, LLC

Entity Background Check Information 2

Role: Parent Company Other Role:
Entity Legal Name: MassGrow, Inc. Entity DBA:
Entity Description: Owner
Phone: 617-721-5844 Email: info@masssgrow.com
Primary Business Address 1: 137 Lewis Wharf Primary Business Address 2:
Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02110
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	MassGrow Cert Good Standing.pdf	pdf	5b47bc71a18777320b0d7ebd	07/12/2018
Articles of Organization	Massgrow, LLC Cert of Organization.pdf	pdf	5b47c052228a4c3e9f187ed2	07/12/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing-Tax-Massgrow.pdf	pdf	5b4e8f0e08716131e75c7956	07/17/2018
Articles of Organization	MassGrow.pdf	pdf	5c806c7eeadf341230f691a4	03/06/2019
Bylaws	Mass Grow LLC - Operating Agreement[1][1].pdf	pdf	5c8129a2b411c1126cf04533	03/07/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Mass Mgmt Certificate of Good Standing May 2021.pdf	pdf	60a80eb310916d07f8282270	05/21/2021
Department of Revenue - Certificate of Good standing	MassGrow Cert of Good Standing Confirmation 052121.pdf	pdf	60abe66a76d8cf07ef63636f	05/24/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing_SoC.pdf	pdf	60ad459f19087a07cee023e7	05/25/2021

Massachusetts Business Identification Number: 001323994

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	03 - MG - Business Plan - 2.pdf	pdf	5b5bc6c0cfd7f028435e2457	07/27/2018
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	60aba769874c4807a95b2222	05/24/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	DIVERSITY PLAN.pdf	pdf	5e878cd52b97cf38fa375c0c	04/03/2020
Policies and Procedures for cultivating.	Policies and Procedures for Cultivating.pdf	pdf	60aba71262b6b807d7d6e46b	05/24/2021
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.pdf	pdf	60aba71407441707ab7564f9	05/24/2021
Security plan	Security Plan.pdf	pdf	60aba71ea57e2e07ed2d3487	05/24/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	60aba7258b901d07c17f1f28	05/24/2021

Storage of marijuana	Storage of Marijuana.pdf	pdf	60aba72bd9bd4b07de2aff0c	05/24/2021
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	60aba73151a81d07d9fe3641	05/24/2021
Inventory procedures	Inventory Procedures.pdf	pdf	60aba73976d8cf07ef63616f	05/24/2021
Quality control and testing	Quality Control and Testing.pdf	pdf	60aba73d19087a07cee01bfb	05/24/2021
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	60aba744874c4807a95b221e	05/24/2021
Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	60aba74a54f2d307a24404ca	05/24/2021
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	60aba75229792707e0b7357c	05/24/2021
Qualifications and training	Qualifications and Training.pdf	pdf	60aba7568b901d07c17f1f2c	05/24/2021
Energy Compliance Plan	Energy Compliance Plan_Cultivation.pdf	pdf	60aba75cd9bd4b07de2aff10	05/24/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

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

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

Progress or Success Goal 2

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

Progress: MassGrow scheduled in person CORI sealing clinics in June 2020, but rescheduled them due to the COVID-19 public health crisis. It will provide an update to the Commission within 90 days of the end of the Commonwealth's state of emergency.

Clinic 1

Location: Fitchburg Public Library, Garden Room

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

Clinic 2

Location: Fitchburg Public Library, Garden Room

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

Clinic 3

Location: Hampton Inn and Suites, Greenfield

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

Clinic 4

Location: Hampton Inn and Suites, Greenfield

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

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

Progress or Success Goal 3

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

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

Progress: MassGrow does not yet have revenue that can be contributed to the Foundation lawfully. WeGrow, Inc. was registered with the MA Secretary of State's Office on May 23, 2019 (I.D.# 001385263). It is awaiting a ruling from the Internal Revenue Service (IRS).

It has established a Board comprised of independent directors as outlined below:

President and CEO:

Hon. Leslie E. Harris, Ret.

8 Carlisle Street

Boston, MA 02121

Executive Director:
Kimberly E. Zouzoua
55 Gordon Street
Brockton, MA 02301

Director:
Robert Ward, Esq.
77 Franklin St. 3rd fl.
Boston, MA 02110

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

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

Director:
Kavayah Wright
118 Summit St.
Hyde Park, MA 02136

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

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

Progress: MassGrow's facility is located in the Town of Athol, which is 96% white per the 2010 Census. MassGrow has committed to hiring from the local community. 60% of employees live within a 15-minute drive. As outlined through its Diversity Plan, MassGrow hopes to build on its existing success of ensuring a diverse and inclusive workforce by maintaining existing levels of diverse staff as it significantly expands. Please see MassGrow's current workforce listed below.

Gender:

- Women: 35.3%
- Men: 62.7%
- Nonbinary: 2%

Race/Ethnicity:

- African American: 6.8%
- Caucasian: 87.4%
- Hispanic: 2.9%
- Asian: 1%
- Pacific Islander: 0.5%

Sexual Orientation:

- LGBTQ: 6.9%
- Not LGBTQ+ or chose not to disclose: 93.1%

Veterans: 4.8%

Diversity Progress or Success 2

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

Progress: MassGrow has retained the vast majority of its employees during the COVID-19 pandemic. It will hold local job fairs at such time that the Commonwealth's State of Emergency declaration has been lifted.

Diversity Progress or Success 3

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

Progress: All employees have received eight or more hours of job-specific training, including Responsible Vendor Training, prior to starting work. Via multiple presenters, a significant portion of that training focused on the company's goal of creating a diverse and healthy work environment through inclusion and equal opportunity for advancement. MassGrow has unambiguous policies prohibiting workplace bullying, harassment and discrimination of all kinds as part of their training, employees were specifically asked to help create and maintain a positive work environment through individual leadership and intolerance of prohibited behaviors. The CEO made it a point to inform them that they were each carefully chosen, based on their job application and interview responses, as they were perceived to be both capable and willing of shouldering that responsibility. MassGrow's policy of promoting from within whenever possible was highlighted as a way of acknowledging good work, leadership skills and adding institutional strength to these priorities. Additional diversity training and the annual cultural awareness training will be scheduled for later this year and overseen by the Director of Training and the Director of Human Resources.

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

HOURS OF OPERATION

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

Community Outreach Meeting Attestation Form

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

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

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

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

STATE & REGION

Page A5
Friday, May 11, 2018
atholtdailynews.com

REGION BRIEFS

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

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

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

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

If verified, his time would beat the previous world record by 2 seconds.

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

Man accused of skipping bill and slashing waitress arrested

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

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

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

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

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

Massachusetts Senate releases \$41.42B state budget plan

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

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

The Ashland Democrat called the proposal balanced and fiscally responsible.

The spending plan includes \$4.9 billion for school funding and \$1.1 billion for aid to cities and towns. It also puts \$8.5 million into the state's rainy day fund.

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

The House approved a budget last month that would also raise overall spending by about 3 percent without major tax increases.

Massachusetts regulators probe Uber pricing during storm

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

The Boston Herald reports that the Department of Public Utilities, which oversees ride-hailing apps, sent Uber a letter last month asking for the company's fares during the March 14-16 nor'easter that brought heavy rain, flooding and widespread power outages; company revenue and number of riders during the storm; and information on complaints received during the storm.

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

State law prohibits surge pricing during a state of emergency.

LEGAL NOTICE COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT

NOTICE OF PETITION FOR CHANGE OF NAME

WORCESTER PROBATE AND FAMILY COURT

In the matter of: **Serena Peeters of Athol, MA**
To all persons interested in petition described:
A petition has been presented by **Serena Peeters** requesting that: **Serena Peeters** be allowed to change his/her name as follows:
Serena Sutka
IF YOU DESIRE TO OBJECT THERETO, YOU OR YOUR ATTORNEY MUST FILE A WRITTEN APPEARANCE IN SAID COURT AT:

Worcester
ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00 AM) ON:
05/22/2018
WITNESS, Hon. Lillah A. Keamy, First Justice of this Court.
Date: April 24, 2018

Stephanie K. Fattman
Register of Probate
May 11

LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING MASSGROW, LLC

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 - 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transport Establishment at 134 Chestnut Hill Avenue in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

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

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

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

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

May 11

By ALANNA DURKIN RICHER
Associated Press

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

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

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

"This is now becoming a kind of full fledged war between the federal government and states and localities," said Muzaffar Chahidi, director of the Migration Policy Institute's office at New York University School of Law.

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

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

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

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

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

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

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

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

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

LEGAL NOTICE MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain Mortgage given by **Diana C. Earle and Erwin D. Earle to Key Home Mortgage Corporation**, dated December 4, 2006 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 40206, Page 296, subsequently assigned to Mortgage Electronic Registration Systems, Inc. as nominee for GMAC Bank, its successors and assigns by Key Home Mortgage Corporation by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 40206, Page 316, subsequently assigned to Ocwen Loan Servicing, LLC by Mortgage Electronic Registration Systems, Inc. as nominee for GMAC Bank, its successors and assigns by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 50799, Page 255, subsequently assigned to Residential Credit Solutions, Inc. by Ocwen Loan Servicing, LLC by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 50799, Page 329, subsequently assigned to Ditech Financial LLC by Residential Credit Solutions, Inc. by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 56304, Page 52, subsequently assigned to New Penn Financial LLC d/b/a ShipPoint Mortgage Servicing by Ditech Financial LLC by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 57393, Page 346 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction on **1:00 PM on June 4, 2018 at 10 Riley Street Road, Phillipston, MA**, all and singular the premises described in said Mortgage, to wit:

The land in **Golding Village**, so-called in said Phillipston and bounded and described as follows: Beginning at the Southwest corner thereof at a corner of wails in the Easterly side of Riley Switch Road, Thence by the Easterly side of said Riley Switch Road, N. 1° 08' W., 307 feet, more or less, to a point in the wall; Thence by land of Richard M. and Mary Ann Earle, S. 85° 18' E., 515 1/2 feet, more or less, to a point; Thence by land of others unknown S. 22° 11' W., 360 feet, more or less, to the end of a stone wall; Thence along said last mentioned wall by land of Ruth and Stanley McDonald, N. 79° 30' W., 378 feet, more or less, to the point of BEGINNING. Being shown on a plan entitled "Plan and Land of Erwin D. Earle, (Goulding Village), Phillipston, Mass., Scale: 1"=60', October 26, 1971, Michael S. Sizer, Surveyor", which plan is recorded in the Worcester District Registry of Deeds in Plan Book 355, Plan 86. Being the same premises conveyed to the herein named mortgagee(s) by deed recorded with Worcester District Registry of Deeds in Book 6446, Page 346.

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

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

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

Present Holder of said Mortgage,
By Its Attorneys,
ORLAHS PC
PO Box 50540
Waltham, MA 02454
Phone: (781) 790-7800
14-010318
May 11, 18, 22

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

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

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

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

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

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

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

LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Judith D. Gray to Mortgage Electronic Registration Systems, Inc.** acting solely as a nominee for **Ditech, Inc.**, dated February 21, 2006 and recorded in Worcester County (Worcester District) Registry of Deeds in Book 39642, Page 67 (the "Mortgage"), as affected by a Loan Modification Agreement dated August 1, 2009, and recorded at said Registry of Deeds in Book 44993, Page 323 of which mortgage Ditech Financial LLC f/k/a Green Tree Servicing LLC is the present holder by assignment from Mortgage Electronic Registration Systems, Inc. to GMAC Mortgage, LLC dated July 27, 2009 recorded in Worcester County (Worcester District) Registry of Deeds in Book 45562, Page 126 and assignment from GMAC Mortgage, LLC to Ditech Financial LLC f/k/a Green Tree Servicing LLC its successors and assigns dated September 9, 2015 recorded in Worcester County (Worcester District) Registry of Deeds in Book 54275, Page 88, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **463 Harvard Avenue, Athol, MA 01331** will be sold at a Public Auction at **1:00 PM on May 30, 2018**, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

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

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

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

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

THENCE WESTERLY BY LAND OF THE GRANTEE 100 FEET, MORE OR LESS, TO THE NORTHEASTLY CORNER OF LOT #391; THENCE SOUTHERLY, BEING A LINE PARALLEL WITH HARVARD AVENUE TO THE EASTERLY LINE OF LOT #389, 60 FEET, MORE OR LESS; THENCE WESTERLY, IT BEING THE SOUTHERLY LINE OF LOT #389, AND BEING LAND OF GRANTEE 100 FEET, MORE OR LESS; THENCE NORTHERLY IN A LINE PARALLEL WITH THE WESTERLY LINE OF HARVARD AVENUE 86.06 FEET, MORE OR LESS, TO A CEMENT BOUND AT OTHER LAND OF GRANTEE;

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

ALSO EXCEPTING:

A CERTAIN PARCEL OF LAND IN ATHOL, MA AND BEING SHOWN AS OUTLOT "A" ON A PLAN ENTITLED: "PLAN OF LAND TO BE SURVEYED BY JUDITH D. STOLAROFF ATHOL, MA SCALE: 1"=30 FEET, MARCH 20, 2006, EDMOND J. BOUCHER, PLS. 4 JOLLY ROAD, ROYALSTON, MA AND TO BE RECORDED IN WORCESTER DISTRICT REGISTRY OF DEEDS; BEGINNING AT AN IRON PIN SET IN THE WESTERLY LINE OF HARVARD AVENUE AT THE SOUTHWEST CORNER OF THE GRANTEE PREMISE IT BEING THE NORTHEAST CORNER OF THE LAND OF THE GRANTEE; THENCE S 85° 07' 02" W, 199.82 FEET ALONG LAND OF THE GRANTEE TO AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE GRANTEE PREMISES IT BEING THE NORTHWEST CORNER OF LAND OF THE GRANTEE; THENCE N 03° 01' 51" W, 5.11 FEET TO A STONE BOUND (37 FEET OFFLINE) TO THE SOUTHWEST CORNER OF LAND OF THE GRANTEE; THENCE N 85° 04' 38" E, 199.82 FEET ALONG LAND OF THE GRANTEE, TO THE WESTERLY LINE OF HARVARD AVENUE; THENCE S 03° 06' 05" E, 5.23 FEET ALONG SAID HARVARD AVENUE TO THE PLACE OF BEGINNING.

CONTAINING 1,023 SQUARE FEET.

For mortgagee's title see deed recorded with the Worcester County (Worcester District) Registry of Deeds in Book 39642, Page 65.

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

Terms of the Sale: Cash, cashier's or certified check in the sum of \$100,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder the mortgage holder and its designee(s) are exempt from this requirement, high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 (978) 256-1500. Gray, Judith D., 17-028605 April 27, May 5, 11, 2018

Other terms to be announced at the sale.

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

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

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 – 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 134 Chestnut Hill Avenue in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

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

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

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

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



TOWN MANAGER
AS

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

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 – 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 134 Chestnut Hill Avenue in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

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

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

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

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



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

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 – 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 134 Chestnut Hill Avenue in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

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

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

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

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

Dede Vondal
Athol Health Agent
5/7/18

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

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 – 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 134 Chestnut Hill Avenue in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

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

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

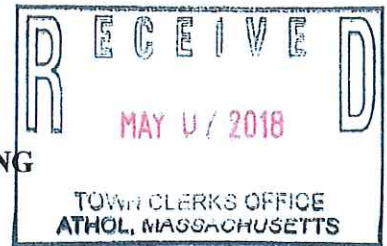
Interested members of the community are encouraged to ask questions and receive answers from representatives about the proposed facility and operations.

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

RECEIVED

5/7/2018
behalf the
Planning Board

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



Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 – 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 134 Chestnut Hill Avenue in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

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

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

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

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

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

Notice is hereby given that MassGrow, LLC will hold a Community Outreach Meeting on **May 21, 2018** at **Athol Public Library, 568 Main Street, Athol, MA 01331** between **6:00 – 7:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing and Transporter Establishment at 134 Chestnut Hill Avenue in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

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

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

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

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

Plan to Remain Compliant with Local Zoning

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

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

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

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

Host Community Agreement Certification Form

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

Applicant

Abner Kurtin

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



Signature of Authorized Representative of Applicant

Host Community

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



BY: _____
Signature of Contracting Authority or
Authorized Representative of Host Community

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



May 20, 2021

Town Manager Shaun Suhoski
Athol Town Hall
584 Main Street
Athol, MA 01331

Re: Request for Records of Costs Related to MassGrow's Athol Operations

Dear Town Manager Suhoski:

Please be advised that as a condition of MassGrow, LLC's ("MassGrow") license renewal approval for its marijuana establishment in the Town of Athol ("Athol" or "Town"), the Cannabis Control Commission (the "Commission") is requiring MassGrow to submit, (1) documentation that it requested from its Host Community the records of any cost to the town, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as MassGrow's formal request to the Town to produce the records of any cost, whether anticipated or actual, resulting from MassGrow's operation within the Town. Please note that a copy of this correspondence along with any response received from the Town, or barring receipt of any response, an attestation to that effect, shall be submitted by MassGrow to the Commission. As the Town is aware, in accordance with M.G.L. c. 94G, § 3(d), any cost to the Town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

If we can provide additional information, please do not hesitate to ask.

Sincerely,

Andrea Cabral
Chief Executive Officer

**Attestation Regarding Outreach to Town of Athol re:
Records of Municipal Cost Relating to MassGrow, LLC's Operations**

I, Andrea Cabral, the Chief Executive Officer of MassGrow, LLC, attest that a letter requesting the records of any cost to the Town of Athol whether anticipated or actual, resulting from MassGrow LLC's operation within its borders, was sent to the Town of Athol on May 20, 2021. As of this date, no response has been received.



May 25, 2021

Name: Andrea Cabral

Date

Title: Chief Executive Officer



Plan for Positive Impact on Areas of Disproportionate Impact

Overview

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

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

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

Goals

MassGrow seeks to:

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

Programs

Developing a Cannabis Campus

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

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

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

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

CORI Sealing Clinics

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

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

The WeGrow Foundation

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

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

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

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

Measurements

The Community Engagement Officer will administer MassGrow's Plan to Positively Impact Areas of Disproportionate Impact ("Plan"). The Community Engagement Officer

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

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

Acknowledgements

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

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

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



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

William Francis Galvin
Secretary of the
Commonwealth

July 5, 2018

TO WHOM IT MAY CONCERN:

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

MASSGROW, LLC

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

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

[Special Filing Instructions](#)

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0013239941. The exact name of the limited liability company is: MASSGROW, LLC

2a. Location of its principal office:

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

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

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

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

REAL ESTATE AND ALL OTHER ACTIVITIES ALLOWED BY LAW.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

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

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

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

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

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

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

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

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

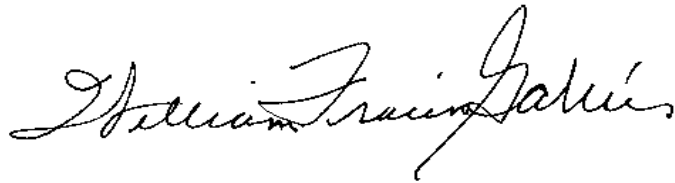
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of April, 2018,
/S/ DANIEL A. DIPIETRO
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

April 24, 2018 10:40 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0335846528
Notice Date: July 17, 2018
Case ID: 0-000-383-843



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS

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

Why did I receive this notice?

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

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

What if I have questions?

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

Visit us online!

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

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001323994

Annual Report Filing Year: 2019

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

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

2a. Location of its principal office:

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

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

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

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

REAL ESTATE AND ALL OTHER ACTIVITIES ALLOWED BY LAW.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

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

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

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

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

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

--

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

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

9. Additional matters:

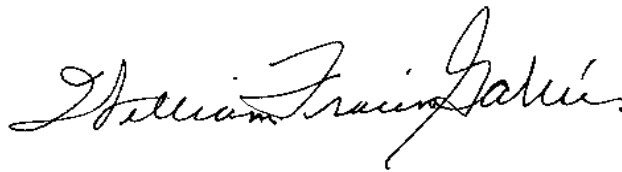
SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of March, 2019,
FRANK PERULLO , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

March 05, 2019 04:46 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MASS GROW, LLC

OPERATING AGREEMENT

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

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

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

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

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

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

6. **Management by Manager.**

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

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

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

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

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

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

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

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

9. **Miscellaneous.**

(a) [reserved].

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

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

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

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

[Balance of Page Intentionally Left Blank]

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

MEMBER:

MASS GROW, INC.,
a Delaware corporation

By: 

Frank Perullo
its President

COMPANY:

By its Manager

MASS GROW, INC.,
a Delaware corporation

By: 

Frank Perullo
its President

[Signature Page to Mass Grow, LLC Operating Agreement]



MassGrow, LLC

Business Plan

July 27, 2018

Table of Contents

1. EXECUTIVE SUMMARY	3
2. COMPANY DESCRIPTION	5
3. MARKET RESEARCH	10
4. PRODUCT/SERVICE LINE	12
5. MARKETING & SALES	14
6. FINANCIAL PROJECTIONS	16
7. TEAM	19

1. EXECUTIVE SUMMARY

1.1 Mission Statement

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

1.2 Product/Service

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

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

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

1.3 Customers

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



COLORADO

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



MASSACHUSETTS

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

1.4 What Drives Us

MassGrow's goals include:

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

2. COMPANY DESCRIPTION

2.1 Structure

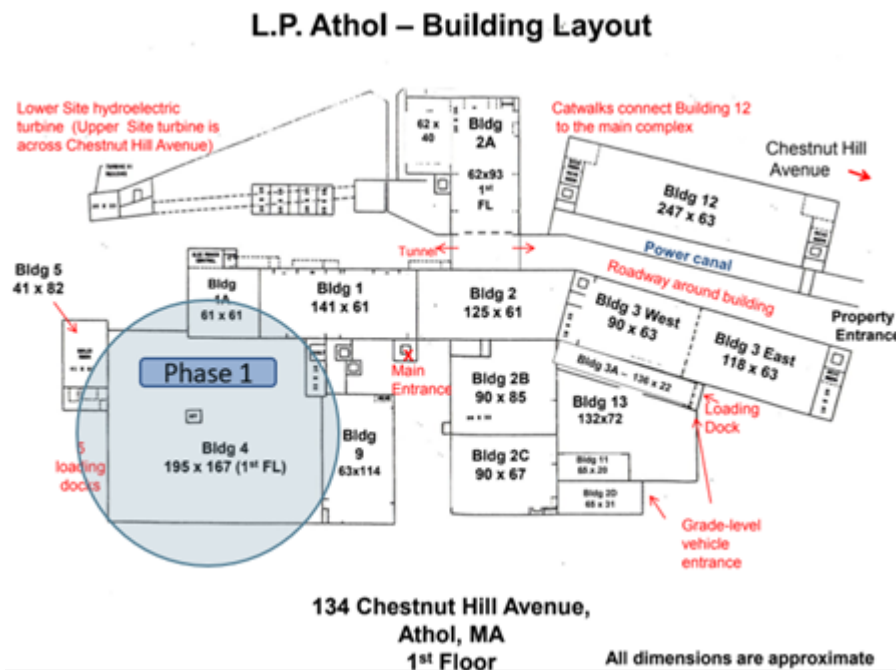
MassGrow is a Massachusetts domestic Limited Liability Company applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a Marijuana Establishment (“**ME**”); specifically a Tier 11 Marijuana Cultivator, a Marijuana Product Manufacturer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

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

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

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

Athol Facility layout:



Detailed Phase Plans:

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

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

2.2 Operations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 Security

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

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

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

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

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

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

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

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

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

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

2.4 Benefits to the Municipality

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

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

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

2.5 Zoning

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

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

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

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

3. MARKET RESEARCH

3.1 Industry

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

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

3.2 Customers

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

3.3 Competitors

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

3.4 Competitive Advantage

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

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

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

3.5 Regulations

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

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

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

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

4. PRODUCT / SERVICE

4.1 Product & Service

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

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

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

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

4.2 Pricing Structure

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

4.3 Intellectual Property Rights

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

4.4 Research & Development

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

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

5. MARKETING & SALES

5.1 Growth Strategy

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

5.2 Communication

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

All marketing, advertising and branding produced by or on behalf of MassGrow will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

5.3 Sales

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

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

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

5.4 Logo

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

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



6. FINANCIAL PROJECTIONS

6.1 Complete Financial Assumptions

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

6.2 Consolidated Profit & Loss Summary

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

6.3 Consolidated Balance Sheet

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

6.4 Break Even Analysis

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

7. TEAM

7.1 General

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

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

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

7.2 Head of Cultivation

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

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

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

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

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



PLAN FOR OBTAINING LIABILITY INSURANCE

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

If adequate coverage is unavailable at a reasonable rate, MassGrow will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. MassGrow will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Diversity Plan

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

Goals

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

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

Diversity Recruitment and Sourcing

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

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

Employee Retention, Training and Development

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

MassGrow will offer promotions, career counseling, and training to provide all employees with opportunity for growth and to decrease turnover. MassGrow will proactively communicate opportunities for advancement, training programs, and clearly-defined job descriptions. Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. MassGrow will quarterly educational trainings (four each year), including an annual cultural training on cultural sensitivity and recognizing unconscious bias, focusing on materials including learning about multicultural environments, how to foster inclusion and belonging, intercultural competence, and break out group sessions.

Measuring Progress

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

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

Acknowledgements

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



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), MassGrow, LLC (“MassGrow”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a MassGrow agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), MassGrow will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. MassGrow will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. MassGrow will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children.**

Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.” Pursuant to 935 CMR 500.105(6)(b), MassGrow packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. MassGrow’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



QUALITY CONTROL AND TESTING

Quality Control

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

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



that the Commission may require MassGrow to demonstrate the intended and actual use of any toxic items found on MassGrow's premises;

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

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

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

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

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

Testing

MassGrow will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been



tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

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

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

MassGrow's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. MassGrow acknowledges and understands that the Commission may require additional testing.

MassGrow's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both MassGrow and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

MassGrow will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less



than one year. MassGrow acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of MassGrow's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to MassGrow for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

MassGrow may create sample of Marijuana flower or Marijuana Product ("Marijuana") to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow MassGrow to produce the highest quality Marijuana Products for distribution on the adult use market.

Quality Control Samples provided to employees may not be consumed on MassGrow's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in



accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. MassGrow will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, MassGrow will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

MassGrow, LLC (“MassGrow”) will securely maintain personnel records, including registration status and background check records. MassGrow will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with MassGrow and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for MassGrow will undergo a detailed background investigation prior to being granted access to a MassGrow facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for MassGrow pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.



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



process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by MassGrow or the Commission.

Personnel Policies and Training

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

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

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to MassGrow operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;



- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over MassGrow.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with MassGrow and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - MassGrow will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - MassGrow will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all



damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records

- Within ten (10) calendar days, MassGrow will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by MassGrow for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within MassGrow's jurisdiction on request.

- Visitor Records

- A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

- Waste Disposal Records

- When marijuana or marijuana products are disposed of, MassGrow will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two MassGrow agents present during the disposal or other handling, with their signatures. MassGrow will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Recordings shall not be destroyed or altered and shall be retained as long as necessary if MassGrow is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records

- MassGrow will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.



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

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

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of MassGrow's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;



- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to MassGrow operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of MassGrow, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on MassGrow's website.
- Policies and procedures for the handling of cash on MassGrow premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - MassGrow shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or



an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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



MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over MassGrow.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If MassGrow determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.



- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - MassGrow shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.



QUALIFICATIONS AND TRAINING

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

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of MassGrow’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A MassGrow Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by MassGrow or by a third-party vendor engaged by the MassGrow. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All MassGrow Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

MassGrow Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and



- Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting MassGrow Agents which shall include:
 - Conduct of MassGrow Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

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

After successful completion of the Basic Core Curriculum, each MassGrow Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for MassGrow to maintain designation as a Responsible Vendor. Once the MassGrow Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.



ENERGY COMPLIANCE PLAN

MassGrow, LLC (“MassGrow”) has developed the following Energy Compliance Plan to ensure that its proposed Cultivation facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11). MassGrow will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Energy Efficiency and Equipment Standards

MassGrow will maintain compliance at all times with the Commission’s minimum energy efficiency and equipment standards and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control. MassGrow will adopt and use additional best management practices as determined by the Commission to reduce energy.

Building Envelope

The building envelope for MassGrow’s cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American MassGrow of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code.

Lighting

MassGrow’s lighting at the facility will meet the following compliance requirements:

1. Horticulture Lighting Power Density will not exceed 36 watts per square foot; or
2. All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).

In the event that MassGrow seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, MassGrow will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting.

MassGrow will establish and document safety protocols to protect workers (e.g., eye protection near operating Horticultural Lighting Equipment).

Strategies to Reduce Electric Demand



MassGrow is pursuing the following strategies to reduce electric demand. MassGrow will work with contractors to create an energy efficient lighting plan and plans on implementing low amperage/wattage LED lighting wherever possible. Programs may include lighting schedules, active load management, and energy storage programs.

As the need and opportunity for facility upgrades and maintenance arise in the future, MassGrow will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

MassGrow also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. MassGrow will also coordinate with its utility companies to explore any energy efficiency options available to MassGrow.

HVAC and Dehumidification

MassGrow's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR 500.120(11)(b), MassGrow will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.