



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283505
Original Issued Date: 03/07/2022
Issued Date: 03/07/2022
Expiration Date: 03/07/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: CanGrow, LLC

Phone Number: 508-328-2228 Email Address: talves@pillarllc.net

Business Address 1: 150 John Vertente Blvd Business Address 2:

Business City: New Bedford Business State: MA Business Zip Code: 02745

Mailing Address 1: 150 John Vertente Blvd Mailing Address 2:

Mailing City: New Bedford Mailing State: MA Mailing Zip Code: 02745

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Antonio Last Name: Alves Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Antonio Last Name: Alves Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: Lot 4, Quabbin Boulevard, Randall Pond Industrial Park
Establishment Address 2: Parcel 129-6
Establishment City: Orange Establishment Zip Code: 01364
Approximate square footage of the Establishment: 65000 How many abutters does this property have?: 32
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 07: 50,0001 to 60,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	CG COMPLIANCE WITH COMMUNITY OUTREACH MEETING REGULATIONS.pdf	pdf	609c30658f80610756a13e04	05/12/2021
Community Outreach Meeting Documentation	COM Newspaper Notice Attachment A.pdf	pdf	609c3269954bd3079c691d6c	05/12/2021
Community Outreach Meeting Documentation	COM Mailed Notice CanGrow Attachment B.pdf	pdf	609c326a85675207abc7b960	05/12/2021
Community Outreach Meeting Documentation	COM Mailed Notice CanGrow Attachment C.pdf	pdf	609c326d3fd8b2075df9efb5	05/12/2021
Plan to Remain Compliant	1. CG PLAN TO REMAIN COMPLIANT WITH	pdf	609c32c82e7a1d0770d0a7cf	05/12/2021

with Local Zoning	LOCAL ZONING . ORANGE.pdf			
Certification of Host Community Agreement	CanGrow HCA Cert FE.pdf	pdf	60c0f27b8bc9552129ad4c2d	06/09/2021
Community Outreach Meeting Documentation	Virtual Meeting_CanGrow LLC.pdf	pdf	60c0f2fc90c3fd217108e57f	06/09/2021
Community Outreach Meeting Documentation	CG Recorded Community Outreach Meeting with Closed Captioning.pdf	pdf	60c0f3231853542108e1afd0	06/09/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	2. CG POSITIVE IMPACT PLAN.pdf	pdf	60c0f389292d28219d898828	06/09/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner	Other Role:
First Name: Antonio	Last Name: Alves Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CG LLC Certificate of Organization.pdf	pdf	60a0975d3fd8b2075df9fad4	05/15/2021
Bylaws	Cangrow LLC - OA.pdf	pdf	60a097728ecb05074fe6c6e9	05/15/2021
Department of Revenue - Certificate of Good standing	CG DUA Statement executed.pdf	pdf	60c0f3e590c3fd217108e585	06/09/2021
Department of Revenue - Certificate of Good standing	CG DOR Certificate of Good Standing .pdf	pdf	60c0f4090e03aa2187d96384	06/09/2021
Secretary of Commonwealth - Certificate of Good Standing	CG Sec of Comm Cert of Good Standing.pdf	pdf	60c0f491839da0211ee1eafa	06/09/2021

No documents uploaded

Massachusetts Business Identification Number: 001505373

Doing-Business-As Name:

Date generated: 04/05/2022

DBA Registration City:**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	3. CG PROPOSED TIMELINE TO BECOME OPERATIONAL.pdf	pdf	60aef7b107441707ab757318	05/26/2021
Plan for Liability Insurance	4. CG PLAN TO OBTAIN LIABILITY INSURANCE.pdf	pdf	60aef7b3a57e2e07ed2d42d2	05/26/2021
Business Plan	CanGrow Business Plan Summary.pdf	pdf	60c0f55c839da0211ee1eb06	06/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	6. CG PLAN TO RESTRICT ACCESS TO AGE 21.pdf	pdf	60aef8d4bbf00d07b27246cc	05/26/2021
Prevention of diversion	8. CG PLAN TO PREVENT DIVERSION TO MINORS.pdf	pdf	60aef94629792707e0b743ea	05/26/2021
Storage of marijuana	9. CG STORAGE OF MARIJUANA PLAN.pdf	pdf	60aef9a45584fe07c3fa5e76	05/26/2021
Transportation of marijuana	10. CG TRANSPORTATION PLAN.pdf	pdf	60aefa4576d8cf07ef636f84	05/26/2021
Inventory procedures	12. CG INVENTORY PROCEDURES.pdf	pdf	60aefac219087a07cee02a68	05/26/2021
Quality control and testing	16. CG QUALITY CONTROL AND TESTING.pdf	pdf	60aefb7619087a07cee02a6c	05/26/2021
Dispensing procedures	13. CG DISPENSING PLAN.pdf	pdf	60aefd6e10916d07f82833c3	05/26/2021
Personnel policies including background checks	7. CG PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	60af06ec19087a07cee02a7e	05/26/2021
Record Keeping procedures	14. CG RECORD KEEPING PROCEDURES.pdf	pdf	60af07b103be0807b0c6f573	05/26/2021
Maintaining of financial records	15. CG PLAN TO MAINTAIN FINANCIAL RECORDS.pdf	pdf	60af088fbbf00d07b27246da	05/26/2021
Qualifications and training	5. CG QUALIFICATIONS AND TRAINING PLAN.pdf	pdf	60af090e10916d07f82833ce	05/26/2021
Energy Compliance Plan	20. CG ENERGY COMPLIANCE PLAN.pdf	pdf	60af09d3a57e2e07ed2d42ee	05/26/2021
Security plan	CG SECURITY PLAN SUMMARY.pdf	pdf	60c0f5911853542108e1afea	06/09/2021
Policies and Procedures for cultivating.	17. CG OUTDOOR CULTIVATION PLAN SUMMARY.pdf	pdf	60c0f6018bc9552129ad4c47	06/09/2021
Diversity plan	18. CG DIVERSITY PLAN 08182021.pdf	pdf	611d92a8b6c7ee37de4683a6	08/18/2021
Diversity plan	CanGrow LLC_ELEVATE donation acceptance letter 2021[1].pdf	pdf	6123eeb4b9f60d076b8d05a5	08/23/2021

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 5:00 AM	Monday To: 9:00 PM
Tuesday From: 5:00 AM	Tuesday To: 9:00 PM
Wednesday From: 5:00 AM	Wednesday To: 9:00 PM
Thursday From: 5:00 AM	Thursday To: 9:00 PM
Friday From: 5:00 AM	Friday To: 9:00 PM
Saturday From: 5:00 AM	Saturday To: 9:00 PM
Sunday From: 5:00 AM	Sunday To: 9:00 PM

COMPLIANCE WITH COMMUNITY OUTREACH MEETING REGULATIONS & ORDER

REQUIREMENTS PURSUANT TO 935 CMR 500.101(1)(a)(9)	
<u>Requirement</u>	<u>Compliance</u>
Host within the six months prior to the application	Hosted: 4/19/2021 Deadline to Apply: 10/19/2021
Copy of a notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, that was published in a newspaper of general circulation in the city or town at least 14 calendar days prior to the meeting;	The notice ran in the Athol Daily News on April 2, 2021. The ad proof is labeled "Attachment A".
Copy of the meeting notice filed with the city or town clerk, the planning board, the contracting authority for the municipality and local cannabis licensing authority, if applicable;	Notices were mailed and emailed to the Town Clerk, the Planning Board, the Town Administrator and the Board of Selectmen and the Office of Community Development on April 7, 2021. A copy of the letter is labeled "Attachment B".
Attestation that at least one meeting was held within the municipality where the establishment is proposed to be located;	The meeting was held virtually pursuant to the Commission's Order.
Attestation that at least one meeting was held after normal business hours;	The meeting was held at 7:15 p.m.
Attestation that notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed 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;	Notices were mailed to the 32 abutters and residents within 300 feet of the property line on April 7, 2021. A copy of the letter is labeled "Attachment C".
Information presented at the community outreach meeting, which shall include, but not be limited to: (i) The type(s) of Marijuana Establishment to be located at the proposed address; (ii) Information adequate to demonstrate that the location will be	All required elements were included in the PowerPoint presentation and discussed at the meeting.

<p>maintained securely; (iii) Steps to be taken by the Marijuana Establishment to prevent diversion to minors; (iv) A plan by the Marijuana Establishment to positively impact the community; (v) Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and (vi) An attestation that community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.</p>	
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REQUIREMENTS PURSUANT TO CCC ADMINISTRATIVE ORDER ALLOWING VIRTUAL WEB-BASED COMMUNITY OUTREACH MEETINGS

<u>Requirement</u>	<u>Compliance</u>
<p>Applicants may hold a Community Outreach Meeting via virtual, web-based means. The technology, including public interaction capabilities, shall be tested at least once prior to the date of the meeting.</p>	<p>The zoom platform was tested prior to the meeting.</p>
<p>The applicant shall follow all accessibility requirements, including the Americans with Disabilities Act (ADA) Accessibility Guidelines. This shall include, but is not limited to, closed captioning. The applicant may wish to liaise with the host community’s ADA coordinator.</p>	<p>The detailed PowerPoint was posted to YouTube prior to the meeting and the recording was posted to YouTube with a transcript after the meeting. We provided an avenue for participants to ask questions and make requests for hearing accommodations prior to the meeting.</p>
<p>The applicant shall obtain approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.</p>	<p>The applicant had written approval by email and a formal letter from the Town.</p>
<p>The applicant shall ensure full notice of the meeting in accordance with 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9).</p>	<p>Notice requirements in accordance with 935 CMR 500.101(1)(a)(9) were fulfilled as outlined in the above table.</p>
<p>The applicant shall provide in the notice instructions on how to join and participate in the meeting. The applicant may wish to provide instructions in any language common to the host community.</p>	<p>Joining and participation instructions were available in the abutter notices and in the newspaper.</p>
<p>The applicant shall accept questions submitted in advance, which the applicant</p>	<p>Notices in the newspaper, to the abutters and to the Town included contact information for</p>

shall respond to during the meeting. The applicant shall detail how to submit questions in the notice.	our moderator and an invitation with instructions to submit questions prior to, at and after the meeting. No questions were submitted but any would have been addressed at the meeting.
The applicant shall post on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting.	The meeting's detailed PowerPoint was posted to YouTube prior to the meeting.
The applicant shall enable communication that allows for engagement, questions and other interaction between the applicant and residents of the host community.	Participants were able and encouraged to ask verbal questions as well as post questions in the chat function.
The applicant shall designate a meeting moderator, that individual shall not be associated with the applicant but may be associated with the host community. The moderator shall allow any meeting participant to offer questions or comments and allow for follow-up questions.	Our meeting moderator was David Rabinovitz. He was available to accept pre-questions, asked for questions during the presentation and is available for follow-up questions.
The applicant shall submit to the Commission the number of participants attending the meeting.	There were no participants.
The applicant shall submit to the Commission a recording of the meeting as an attachment to their license application.	The recording will be submitted with the application.
The applicant shall submit a recording of the meeting to the host community in a form or manner conducive for replay on local cable access or other broadcast means at the host community's discretion.	The recording was emailed to Alec Wade, Director of Community Development.
With the exception of holding an in-person meeting, the applicant shall comply with all other requirements of 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9) and Guidance for Applicants on Community Outreach.	All requirements 935 CMR 500.101(1)(a)(9) were met as detailed above.

ATTACHMENT A

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 4/19/2021 at 7:15 p.m. via Zoom. The proposed Marijuana Cultivation Facility is anticipated to be located at Lot 4, Randall Pond Industrial Park, Orange, MA (Parcel 129-6). Join the meeting with the following:
<https://us02web.zoom.us/j/9516316664?pwd=d0hHTGM5OThtWjRsR21WaVhoYXQzZz09>
Meeting ID: 951 631 6664
Passcode: 1q2w3e

Questions or requests for accommodations for hearing impairment can be emailed to our moderator David Rabinovitz at DRabinovitz@gmail.com before the presentation. The presentation will be made available at least 24 hours prior to the meeting. There will be an opportunity for the public to ask questions and receive answers during and after the presentation.

April 2
125594

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING
FOR MARIJUANA ESTABLISHMENT PURSUANT TO 935 CMR 500.000

April 7, 2021

Dear Neighbor,

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 4/19/2021 at 7:15 p.m. via Zoom. The proposed Marijuana Cultivation Facility is anticipated to be located at Lot 4, Randall Pond Industrial Park, Orange, MA (Parcel 129-6). Join the Zoom meeting with the following:

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Meeting ID: 951 631 6664

Passcode: 1q2w3e

The meeting will be moderated by David Rabinovitz. Questions may be submitted prior to the meeting, by 4:30 p.m. on 4/19/2021, by email to DRabinovitz@gmail.com, during the presentation via the chat function, following the presentation during a dedicated interactive question and answer session, as well as follow up questions. All questions submitted prior to the meeting will be responded to at the meeting.

The presentation will be posted on the Town's website and YouTube at least 24 hours prior to the meeting. The presentation with closed captioning will be posted to YouTube following the presentation. Requests for hearing impairment accommodation may be emailed to our moderator at DRabinovitz@gmail.com.

Topics to be discussed include: location, local regulations and zoning considerations, the type of Marijuana Establishment, information to demonstrate that the facility will be maintained securely, our plan to prevent diversion to minors, information to demonstrate that we will not constitute a nuisance, our Positive Impact Plan, and information regarding Host Community Agreements. Questions from the community are encouraged and will be answered at the meeting.

Thank you for your time and attention. We look forward to introducing ourselves and becoming a part of your community.

Sincerely,

Antonio Alves

Antonio Alves
CanGrow, LLC

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING
FOR MARIJUANA ESTABLISHMENT PURSUANT TO 935 CMR 500.000

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Thank you for your time and attention. We look forward to introducing ourselves and becoming a part of your community.

Sincerely,

Antonio Alves

Antonio Alves
CanGrow, LLC

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING - ORANGE

CanGrow, LLC (CG) will begin and remain in compliance with all local bylaws, regulations, codes and ordinances for the cultivation establishment located in Orange, MA.

SITE INFORMATION

Address: Lot 4, Quabbin Boulevard, Orange, Massachusetts 01364
Randell Pond Industrial Park
Parcel ID: 129-6
Acres: 4.552
Zone: Residential/Commercial Zone B

LOCAL PERMITTING

Orange has not enacted zoning, general or health bylaws for cannabis. Per the Zoning Determination issued by the Building Inspector, our outdoor cultivation facility will require Site Plan Review.

Site Plan Review (Section V: 5400):

1. Applicants shall submit eleven (11) copies of the site plan and narrative documents described in §5440 to the Town Clerk who will transmit copies to the Planning Board, Conservation Commission, the Zoning Board of Appeals, the Board of Health, the Historical Commission, the Highway Superintendent, the Fire Chief, Police Chief, Water Department and Building Inspector who will have 45 days to report their findings and recommendations to the Planning Board.
2. The Planning Board shall hold a public hearing within sixty-five (65) days of submission and shall take final action with ninety (90) days of the close of the public hearing. Notice shall comply with the provisions of the *Zoning Act, MGL ch. 40A §11*.
3. No building permits shall issue until the Planning Board has approved the site plan.
4. The Planning Board may waive any requirement or require additional information.
5. For large or complex projects, the Planning Board shall have the right to retain a registered professional engineer, planner, designer or other professional to advise on any aspects of the plan.
6. Written Site Plan Review decisions shall be filed with the Town Clerk within fourteen (14) days after final action is taken by the Planning Board.
7. The Bylaws do not contain provisions for lapse or renewal.

ONGOING COMPLIANCE

CG will employ a Compliance Officer to ensure ongoing compliance and remain apprised of any zoning changes in the Town that could affect the project.

CG will work collaboratively with the Town to ensure compliance with local regulations and looks forward to a harmonious relationship with our host town, abutters and community.

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

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

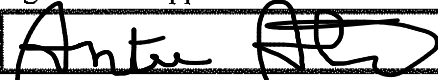
1. Name of applicant:

CanGrow, LLC

2. Name of applicant’s authorized representative:

Antonio Alves

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Town of Orange

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

Alexander Wade



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



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

awade@townoforange.org

8. Host community agreement execution date:

5/27/21





Town of Orange

Office of Community Development

6 Prospect Street
Orange, MA 01364

Alexander Wade, *Director*
Phone: (978) 408-9453
Email: awade@townoforange.org



March 24, 2021

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

RE: CanGrow, LLC
Virtual Community Outreach Meeting

Dear Commissioners,

Pursuant to Administrative Order No. 2 allowing virtual web-based Community Outreach Meetings, the Town of Orange hereby grants permission to the above named entity to host the required Community Outreach Meeting virtually for their proposed cannabis cultivation facility.

This notice does not serve as confirmation that the site complies with local regulations or that the town agrees to execute a Host Community Agreement with the cultivator. The cultivator is aware that these processes require separate town approval.

Sincerely,

Alexander Wade
Director of Community Development
(978) 408-9453
Town of Orange
6 Prospect Street
Orange, MA 01364

Recorded Community Outreach Meeting with Closed Captioning

Please see the below link to our recorded meeting:

<https://www.youtube.com/watch?v=i7kmvAnHiTo>

POSITIVE IMPACT PLAN

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

CanGrow, LLC (CG) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition enforcement, which the Cannabis Control Commission has identified as the following five Groups:

1. Past or present residents of the geographic areas of disproportionate impact (ADIs), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Certified Economic Empowerment Priority recipients;
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, CG has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

GOALS

To impact those in the above Groups, CG will:

1. Host or fund biannual educational seminars in the Town of Orange geared towards those who may have been disproportionately harmed by cannabis prohibition and enforcement for 50 participants (*Groups 1, 2 & 3*); and
2. Provide an annual functional educational program for those seeking to seal criminal records to reduce barriers to entry in the cannabis industry and the workforce in general for 50 participants (*Group 4 & 5*).

PROGRAMS

To implement the defined Goals, CG will:

1. Host or fund biannual educational seminars in and in conjunction with the Town of Orange. Topics include but are not limited to how to start a marijuana business, marijuana cultivation, marijuana product manufacturing, marijuana retail operations, recordkeeping, financial literacy, business skills, entrepreneurship and policy advocacy. The seminars will be publicized in English and Spanish in: The Athol Daily News and The Recorder as well as any newspaper recommended by the Town; the Town Hall; local career agencies and community centers such as The Franklin Hampshire Career Center; and marijuana advocacy organizations such as ELEVATE Northeast. Notices will be posted at least two weeks prior to each event and each program will be offered to fifty (50) participants in Orange and surrounding towns such as ADIs Pittsfield and Greenfield.

2. Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The topics discussed will include: which items in a criminal record are eligible to be sealed, the law around record sealing, the legal requirements for sealing a record, the steps to seal a record and strategies for presenting the request in court. The workshop will be advertised in print and online sources designed to reach the targeted groups. Sample publication locations include the Athol Daily News, The Recorder, The Worcester Telegram, Town Hall and online industry boards including ELEVATE Northeast as allowed. The annual workshop will be open to fifty (50) participants.

MEASUREMENTS

CG will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that CG meets the Plan's goals. We will collaborate with the Town of Orange's Office of Community Development on advertising and topic selection. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

1. Educational Seminars: CG will record the number and content of educational trainings held or funded as well as the number of participants. We will also record the results of surveys from program participants and adjust future programs accordingly. Survey questions will include anonymous questions such as: town of residence, whether they have been convicted of a marijuana related crime or have a spouse or parent so convicted, and whether they are involved in or qualify for social equity of economic empowerment programs.
2. Record Sealing Workshop: CG will document the workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an anonymous assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

DISCLOSURES

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

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

CG understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001505373

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

2a. Location of its principal office:

No. and Street: 150 JOHN VERTENTE BLVD
 City or Town: NEW BEDFORD State: MA Zip: 02745 Country: USA

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

No. and Street: 150 JOHN VERTENTE BLVD
 City or Town: NEW BEDFORD State: MA Zip: 02745 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:

THE PRIMARY PURPOSE IS APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION AND CONDUCTING ANY OTHER LAWFUL BUSINESS ACTIVITIES PERMISSIBLE UNDER THE MASSACHUSETTS GENERAL LAWS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ANTONIO A. ALVES
 No. and Street: 150 JOHN VERTENTE BLVD
 City or Town: NEW BEDFORD State: MA Zip: 02745 Country: USA

I, ANTONIO A. ALVES 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	ANTONIO A ALVES	150 JOHN VERTENTE BLVD NEW BEDFORD, MA 02745 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

SOC SIGNATORY

ANTONIO A ALVES

150 JOHN VERTENTE BLVD
NEW BEDFORD, MA 02745 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANTONIO A ALVES	150 JOHN VERTENTE BLVD NEW BEDFORD, MA 02745 USA

9. Additional matters:

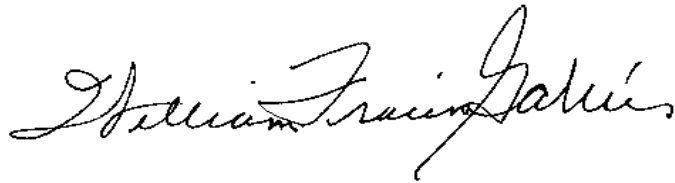
SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of May, 2021,
ANTONIO A. ALVES

(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:

May 03, 2021 10:30 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Congratulations!

is now formed and you are now permitted to do business!

State of formation: _____ Filing date: _____

As part of the formation process we have placed the official state documents in your account. This will show you are registered to do business in your state. Also included are the Initial Resolutions which release all power to the managers or members and show the formation details of your company. An Operating Agreement is also included which provides a guideline on how your LLC will operate. Other documents such as membership certificates and banking resolutions are included as well which will evidence who owns the company and who has authority to sign on behalf of the company. If you are opening a business bank account the bank may want to see all of these documents so it is a good idea to print them out and take them with you.

The documents placed in your online account are always available to view. In addition to the Documents section, you may always add additional services under the Services tab should you need our assistance with further state registrations, ongoing state compliance, and registered agent services.

Thank you for letting us help form your LLC. The best part of our job is meeting different people from various business backgrounds and helping them launch their companies. Please do not hesitate to contact us further should you have any questions regarding your company or our services.

Thanks,

Filings Team

INITIAL RESOLUTIONS

I, _____, of _____, being the Organizer of _____, a _____ Limited Liability Company, hereby resolve to relinquish signing authority to the Members named below and adopt the following resolutions:

1. **Resolved**, the named Members of the Limited Liability Company are hereby named as Members and own an interest in the Limited Liability Company:
2. **Resolved**, that _____ was organized on _____ in the State of _____ with assigned filing number _____.
3. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.
4. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If members chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.
5. **Resolved**, that member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, members' failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.

Riley Park _____

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

A MULTIPLE MEMBER MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") according to the provisions of state law in the state in which it was formed. This operating agreement is entered into and becomes effective as of its adoption by the Members.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent will be as stated in the Company's formation documents.
- 1.3 **TERM.** The Company will continue perpetually, unless:
- (a) Members whose capital interest exceeds 50 percent vote for dissolution; or
 - (b) An event occurs which causes the Company's business to become unlawful; or
 - (c) Any other event occurs, causing the Company's dissolution under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), the remaining Member(s) have the right to continue the business of the Company.
- 1.5 **BUSINESS PURPOSE.** The Company may conduct any and all lawful business appropriate in carrying out the Company's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be as stated in the Company's formation documents or as selected by the Members.

- 1.7 **THE MEMBERS.** Members are the owners of the Company. The names and residential addresses of each member are listed in the Certification of Members section of this agreement.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted to the Company through issuance of a new interest in the Company with the unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members will contribute the Company's initial capital and the Company will record the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member is obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses will be determined on an annual basis. Profits and losses will be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members may determine and distribute available funds annually or at more frequent intervals. "Available funds" means the Company's net cash after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest must be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the Company's business is vested in the Members. The Members will appoint one Chief Executive Member. The Chief Executive Member is the Member has primary responsibility for the operations of the business.
- 4.2 **MEMBERS.** The liability of the Members is limited pursuant to applicable state law. Members may take part in the control, management, direction, or operation of the Company's affairs and have the power to bind the Company. Legally binding agreements must be signed by all Members unless the Members grant one specific Member authority to sign the binding agreement.
- (a) Any decision that involves a sale of the business, a loan, or the acquisition of another company, must have the unanimous consent of all Members.
- (b) The Chief Executive Member is responsible for daily decision making and management of the Company, but any Member may make decisions in performing his or her duties.
- (c) If a Member disagrees with the Chief Executive Member's decision or proposed decision, the Member may call a vote to decide the course of action. A simple majority vote is necessary to take an action on behalf of the Company. The votes must be recorded in writing.
- 4.3 **POWERS OF MEMBERS.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or acquisition of other assets; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the Company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements

and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

4.4 DUTIES OF MEMBERS. Each Member must have a duty as set forth in ATTACHMENT 1 to this agreement.

(a) If a Member fails at his or her duties for a period of 120 consecutive days, the Member will lose his or her Membership interest. The start date of the failure must be documented.

(b) If a Member fails to do his or her duties for one hundred twenty (120) days out of any two hundred thirty nine (239) day period, the Member will lose their Membership interest in accordance with this article. The dates of failure in question must be documented.

(c) If a Member disputes the completion of another Member's duties and is attempting to take over that Member's interest, he or she must do so in writing by certified delivery to the Member's residential address as listed in ATTACHMENT 2. If certified delivery is not available, hand delivery by a third party is acceptable.

(d) If a Member receives a compliant as described above, the Member must fulfill his or her established duties within fourteen (14) days.

(e) If there is dispute as to what any Member's duties are or if those duties are being fulfilled; and the Members have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the agreed duties as outlined in ATTACHMENT 1 of this Agreement. If the Members fail to reach an agreement through arbitration or mediation, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision as to the fulfillment of Members' duties. Upon a decision by the Court that a Member has failed to meet his or her duties, the Member will lose and assign his or her Membership interest to the other remaining Member(s). The assignment of the non-compliant Member's membership interest will establish a debt owed by the Company in accordance with ARTICLE 7.

(f) The value of the non-compliant Member's interest being transferred and assigned to the remaining Member(s) must be determined before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the Company.

(g) In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

- 4.5 **DISPUTES OF MEMBERS.** Disputes among Members will be decided by a majority vote. A Member has votes according to that Member's percent of ownership interest. (Example: 11% ownership equals 11 votes.) A majority vote is necessary for an action to take place.
- 4.6 **CHIEF EXECUTIVE MEMBER.** The Chief Executive Member has primary responsibility for managing the operations of the Company and carrying out the decisions of the Members.
- 4.7 **NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee designated by the Members. The Members have power to enter into a nominee agreement with any person, and that agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.8 **COMPANY INFORMATION.** The Chief Executive Member must supply information regarding the Company or its activities to any requesting Member. Each Member or the Member's authorized representative may access, inspect, and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities. The requesting Member is responsible for any expenses incurred in accessing, inspecting, or copying Company information.
- 4.9 **EXCULPATION.** Any act or omission by the Members which causes or results in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, does not subject the Members to any liability to the other Member(s) or the Company.
- 4.10 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or

proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company and had reasonable cause to believe that his or her conduct was lawful.

4.11 **RECORDS.** The Members must keep the following at the Company's principal place of business or other location:

(a) A current list of the full name and the last known street address of each Member;

(b) Copies of the Company's formation documents, Operating Agreement, and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's financial statements, if any, for the three most recent years.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE.** Any Member rendering services to the Company is entitled to compensation equal to the value of the services. All Members must unanimously agree upon the value of the services.

5.2 **REIMBURSEMENT.** The Company will reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company as unanimously agreed upon by all Members.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Members will maintain complete and accurate accounting of the Company's affairs at the Company's principal place of business or at another location agreed upon by the Members. The Members will choose the method of accounting for bookkeeping purposes. The Company's accounting period will be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Members will maintain separate capital and distribution accounts for each Member. Each Member's capital

account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:

(a) Any additional capital contribution made by the Member;

(b) Credit balances transferred from the Member's distribution account to his or her capital account;
and decreased by:

(a) Distributions to the Member in reduction of Company capital;

(b) The Member's share of Company losses if charged to his or her capital account.

6.3 **REPORTS.** The Members will close the books after the close of each calendar year, and must prepare and send to each Member a statement of that Member's distributive share of income and expenses for income tax reporting purposes.

ARTICLE VII **Transfers**

7.1 **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or part of his or her interest in the Company, that Member must comply with the following procedures:

(a) The Member must first make a written offer to the other Member(s) which includes the price. At this point the exiting Member may not make this intention publicly known. The exiting Member may not make the intention to sell publicly known unless the other Members declined or failed to elect such interest within sixty (60) days of the offer. After 60 have passed, the exiting Member may advertise the sale of his or her membership interest as the Member desires.

(b) If a Member has a potential buyer of the member's interest, the other current Member(s) have first option to purchase the exiting Member's interest at the agreed purchase price. If there are more than one current remaining Members, those remaining Members may combine funds to purchase the exiting Member's interest. Current Members have 60 days to buy exiting Members' interest if they so desire. The exiting Member must show that any potential purchaser has full certified funds, or the ability to get full certified funds before the 60 day first right of refusal period starts.

(c) Current Members must unanimously approve the sale of an exiting Member's interest to grant full membership benefits and functionality to the new Member. If the current remaining Members do not unanimously approve the sale, the purchaser or assignee will have no right to participate in the management and affairs of the business or to exercise Member voting rights. The purchaser or assignee is only entitled to the share of the profits or other compensation and the return of contributions to which that Member would otherwise be entitled. The exiting Member must disclose to the potential buyer or assignee if current Members will not approve the sale.

7.2 VALUATION OF EXITING MEMBERS INTEREST. If a Member wants to exit the Company, and does not have a buyer of its membership interest, the exiting Member will assign his or her interest to the current Members according to the following procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting Member and current Members do not agree on the value of this membership interest, the exiting Member must pay for a certified appraiser to appraise the company's value, and the exiting Members' interest will be assigned a value according to the exiting Members' percentage of ownership.

(c) The current Members must approve the certified appraiser used by exiting Member. Current Members have 30 days to approve the exiting Members certified appraiser. If current Members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to appraise the Company. Current Members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the Company, a value will be placed on exiting Members' interest according to exiting Members' percentage of membership interest.

(e) If the current Members disagree with the value placed on the exiting Member's interest, the current Member(s) must pay for a certified appraiser to value the Company and exiting Members' interest according to the same terms described in this section.

(f) The current Members' appraisal must be completed within 60 days of the initial appraisal or the right of current Members to dispute the value of the exiting Member's interest expires.

(g) Upon completion of the current Members' appraisal, the exiting Member must approve the value placed on his or her interest. Exiting Member has 30 days to approve this value.

(h) If exiting Member does not approve the current Members' appraised value, the value of the Company will be determined by adding both parties' proposed values, then dividing that figure in half, creating the value of the exiting Member's interest.

7.3 DISTRIBUTION OF EXITING MEMBERS INTEREST. Upon determination of exiting Member's interest value, the value will be a debt of the Company. The exiting Member may (1) demand payment of this debt upon dissolution of the Company; or (2) he or she may receive payment by the following method:

(a) The Company will make timely payments.

(b) The Company will only be required to make payments towards exiting Members' debt if the Company is profitable and passed income to current Members. The Company must make a debt payment to the exiting Member if the Company's income surpassed 50% of the total determined value of the exiting Members' interest in one taxable year. (Example: If exiting Members' value was \$100,000 and current Member(s) received over \$50,000 taxable income in the taxable year, the Company would owe a debt payment to exiting Member. If current Member(s) only received \$40,000 in passed income, there would be no payment due.)

(c) The debt payment must be at least 10% of the value of the income passed to current Company Members.

(e) The Company must make a payment to exiting Member within 60 days of the end of the taxable year for the Company.

(f) Payment schedule will continue until exiting Member's debt is paid by Company.

(g) If the Company dissolves, the exiting Member will be a regular debtor and payment will follow the applicable limited liability company dissolution statutes.

(h) The exiting Members' membership interest as assigned to current Members may NOT accrue interest.

(i) The Company may pay off the amount owed to an exiting Member at any time.

debits, or items may be deposited, collected, or withdrawn. These other agreements or arrangements may not include terms which are contrary to the provisions in this article.

- 8.5 **Financial Institution Indemnity.** The power granted to the Company's Members will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with these provisions.

By signing this agreement the Members agree that the persons named above occupy the stated positions corresponding to their signatures and to all of the above provisions.

ARTICLE IX **Dissolution**

- 9.1 **DISSOLUTION.** The Members may dissolve the LLC at any time. The Members may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts before distributing cash, assets, and/or initial capital to the Members or the Members' interests. The dissolution may only be ordered by the Members, not by the owner of the Members' interests.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this
Operating Agreement.

Signed this ____ day of _____, 20____.

Antonio Alves
Signature _____ Printed Name _____
Chief Executive Member ____Percent _____ Address _____

Duties: _____

Signature _____ Printed Name _____
Member ____Percent _____ Address _____

Duties: _____

Signature _____ Printed Name _____
Member ____Percent _____ Address _____

Duties: _____

Signature _____ Printed Name _____
Member ____Percent _____ Address _____

Duties: _____

Signature _____ Printed Name _____
Member ____Percent _____ Address _____

Duties: _____

LLC MEMBERSHIP CERTIFICATE

Company Name

Organized in _____ has a total of _____ member(s) at _____ date

This certifies that _____ is a member of the above named Limited Liability Company, and holds a _____% interest of the above named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its members this

_____ day of _____, _____ A.D. _____ *Antonio Alves* _____

Named Member

witness and/or member

if sold:

For _____ received, I, _____ sell and transfer unto
_____, _____% of the membership interest,
represented within this certificate, and appoint

to transfer the allocated interest in the books of the named Limited Liability Company with full power of substitution.

Seller

Newly named member

Witness
Signature and name

LLC Resolution to Open a Bank Account

Account _____
Holder: _____

Bank Name: _____
Address: _____

Acct #:

As a Member of the LLC named above, I certify that the LLC has been organized within the bounds of state law as an LLC with its principal office located at:

I further attest that at the initial meeting of the LLC's members was held on _____, a quorum was present, and voting and adopted the following resolutions:

Resolved, that the financial institution named above is designated as a depository for the funds of this LLC, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for payments bearing any officer or authorized employee of this LLC.

Further Resolved, that the financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the LLC's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the resolutions contained herein.

Further Resolved, that the officers or authorized employees may execute other agreements, including, but not limited to, special depository agreements, and arrangements concerning the manner, condition, and/or purposes for which funds, checks, debits, or items of the LLC may be deposited, collected, or withdrawn, as long as these other agreements are not contrary to the provisions contained in this resolution.

Further Resolved, that the power granted to the LLC's officers or authorized employees will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with this resolution.

I Further Attest that the person named below occupy the stated position, as indicated by their signature, and that the resolutions contained in this document are recorded on the books of the LLC, and these resolutions are in full force and effect and have not been altered in any way.

CERTIFIED AND ATTESTED TO ON THIS _____ DAY OF _____, 20__, BY:


X _____
LLC MEMBER

Department of Unemployment Assistance Statement in lieu of Certificate

Governed by 935 CMR 500.101(1)(c)(4)

As we have not yet hired employees, we are unable to obtain a certificate of good standing from the Department of Unemployment Assistance (DUA) within the 90 days prior to submitting our application.

All DUA regulations will be met at the appropriate time in accordance with Massachusetts law and 935 CMR 500.000.



Antonio Alves, *Manager*

CanGrow, LLC

5/3/21

Date



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CANGROW, LLC
150 JOHN VERTENTE BLVD
NEW BEDFORD MA 02745-1207

Why did I receive this notice?

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

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

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

What if I have questions?

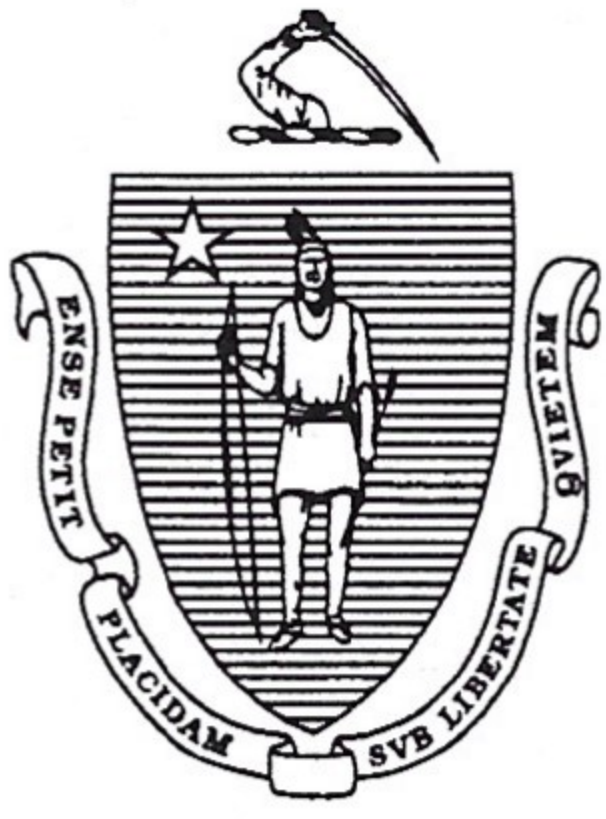
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

May 10, 2021

TO WHOM IT MAY CONCERN:

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

CANGROW, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 3, 2021**.

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

I also certify that the names of all managers listed in the most recent filing are: **ANTONIO A ALVES**

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

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



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

PLAN TO OBTAIN LIABILITY INSURANCE

Governed by 935 CMR 500.105(10)

CanGrow, LLC (CG) plans to contract with Charles River Insurance to obtain and maintain insurance coverage in compliance with *935 CMR 500.105(10)*.

CG shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Alternatively, if we are unable to obtain the requisite liability insurance at a reasonable rate, CG will document our inability to obtain minimum liability insurance coverage and will place in escrow a sum of no less than \$250,000 to be expended for coverage of liabilities. Such escrow account will be replenished within ten business days of any expenditure.

Reports documenting compliance with *935 CMR 500.105(10)* shall be made in a manner and form determined by the Commission pursuant to *935 CMR 500.000: Adult Use of Marijuana*.

CANGROW, LLC

Business Plan Summary

Antonio A. Alves

May 2021 | Orange, Massachusetts

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MISSION STATEMENT

CanGrow, LLC, (CG) endeavors to cultivate sun-grown, environmentally-friendly cannabis flower for sale in the regulated wholesale Massachusetts cannabis market. We are dedicated promoting educational opportunities and improving our community with gainful employment offers and career advancement education opportunities.

SITE ANALYSIS

Our cultivation site is located at Lot 4, Quabbin Boulevard, Randal Pond Industrial Park, Orange, Massachusetts. The lot is zoned Residential/Commercial B and we have obtained a Zoning Determination from the Building Inspector which deems our use agricultural and requires Site Plan Review prior to obtaining Building Permits and commencing use.

Site Plan Review under *Section V: 5400* of the Orange Zoning Bylaws requires applicants to submit eleven copies of the site plan and narrative documents described in §5440 to the Town Clerk who will transmit copies to the Planning Board, Conservation Commission, the Zoning Board of Appeals, the Board of Health, the Historical Commission, the Highway Superintendent, the Fire Chief, Police Chief, Water Department and Building Inspector who will have 45 days to report their findings and recommendations to the Planning Board. The Planning Board will then hold a public hearing within sixty-five days of submission and take final action within ninety days of the close of the public hearing. No building permits shall issue until the Planning Board has approved the site plan. The Planning Board may waive any requirement or require additional information. For large or complex projects, the Planning Board shall have the right to retain a registered professional engineer, planner, designer or other professional to advise on any aspects of the plan. Written Site Plan Review decisions shall be filed with the Town Clerk within fourteen days after final action is taken by the Planning Board. The Bylaws do not contain provisions for lapse or renewal.

The site will be developed by New England Agriculture Technologies, LLC to include site work, secure and screened fencing, a security system, office facilities, storage, drying facilities, greenhouses, solar with battery backup and generators, an irrigation system and outdoor space sufficient to cultivate cannabis. All facility design will be done according to industry standards and engineering best practices. This facility will be leased to CG upon issuance of a Provisional License from the CCC. Leasing the land and infrastructure allows CG to enjoy reduced start-up costs as our initial expenses are limited to the operational aspects of the business.

The location offers several beneficial natural features: we are located at the end of a cul-de-sac in the Industrial Park and we are bordered on two sides by woods. Both features naturally assist with security, nuisance mitigation and natural buffers. Our natural buffers will further mitigate common concerns such as visual impact and odor controls as we will leave undisturbed a natural tree line as well as plant natural aromatic screens with lilac, lavender, wild flowers and mint.

COMMUNITY IMPACT MITIGATION

We strive to be good neighbors and attain a net positive impact on our community. Our community benefit programs are broken down into five main commitments: our Host Community Agreement, our Positive Impact Plan, our Diversity Plan, the MEND Foundation, and ongoing educational outreach.

In addition to remitting to the Town 3% of our gross income to mitigate potential negative impacts, we will offer several positive programs as part of our Host Community Agreement commitments. We will make an annual donation of \$10,000 divided among charities and projects as determined by the Town of Orange. Our staff will participate in Town-sponsored educational programs on public health and drug abuse prevention. Our hiring, construction bids and vendor sourcing will include a local component to support local businesses and increase local jobs.

Our Diversity Plan includes a hiring goal of 30% of employees identifying as women or people of color well as a \$5000 donation to ELEVATE Northeast.

Our Positive Impact Plan includes an annual record sealing workshop as well as two educational seminars annually in areas of the Town and Commonwealth that may have been disproportionately impacted by prohibition enforcement. Topics shall include, but not be limited to: how to start a marijuana business, marijuana cultivation, marijuana product manufacturing, marijuana retail operations, recordkeeping, financial literacy, business skills and policy advocacy. The seminars will be publicized in local newspapers including bilingual media, distributed at local career agencies and community centers and circulated to marijuana advocacy organizations.

We will donate funds and/or time to The MEND Foundation which is a non-profit developed to Mentor, Educate, Nurture and Develop local communities. The Foundation will collaborate with the Town to identify a goal or project and donate or participate accordingly.

Ongoing outreach efforts include participation in and applying to speak at nationwide conventions focused on cannabis and hemp. Part of our outreach efforts include educating people about other uses and the history of cannabis. The soil regeneration properties of cannabis are fascinating and include phytoremediation with the extreme example of Chernobyl toxin remediation.¹ Further, “industrial hemp has been scientifically proven to absorb more CO₂ per hectare than any forest or commercial crop and is therefore the ideal carbon sink. In addition, the CO₂ is permanently bonded within the fiber that is used for anything from textiles, to paper and as a building material. It is currently being used by BMW in Germany to replace plastics in car construction.”² Our travels to conventions have yielded a greater understanding of hemp fibers being used in building materials and as a replacement for cotton, plastic, paper, oil and more. For paper, hemp “has a higher cellulose and lower lignin content” than trees and “one acre of Hemp can produce as much paper as four to ten acres of trees over a twenty-year cycle.”³ Additionally, in early America and elsewhere in the world cannabis plants were grown on farms for use in paper,

¹ <https://www.analyticalcannabis.com/articles/can-avid-hyperaccumulating-plants-like-hemp-realistically-be-used-as-a-source-of-medicinal-312967>

² <https://hemp-copenhagen.com/images/Hemp-cph-Carbon-sink.pdf>

³ <https://ministryofhemp.com/blog/hemp-paper/>

textiles, rope and a huge variety of other uses.⁴ Our first American flag was made from hemp.⁵ The uses for the many varieties of cannabis and hemp plants are far reaching and diverse and extend well beyond the medical and recreational benefits. While our farm cultivates cannabis for the recreational market, our outreach efforts extend to the huge benefits we can realize from different strains of hemp, cannabis and industrial hemp.

ENVIRONMENTALLY & ENERGY FRIENDLY ORGANIC CULTIVATION

Our cultivation plan is designed to increase energy efficiency and grow our plants as in an environmentally friendly, natural manner. Indoor cannabis cultivation is energy intensive: one contemplated indoor facility would have used power equivalent to the residences of the entire rural, small town in which it was located. Greenhouse cultivation significantly reduces these demands while using as much natural sunlight as possible and maintaining an indoor-like level of control over the product. The next step in environmentally friendly cultivation is to go back to basics and grow one of the first agricultural crops⁶ using conventional, tried and true agricultural methods and natural resources. Cannabis was meant to be grown outdoors; it was forced inside when it was illegalized. When cultivated outside, cannabis creates new topsoil and cleans toxins from the existing soil with little demand on natural resources. CG endeavors to operate its outdoor facility using renewable energy and maximizing reliance on natural growing methods.

Our facility is designed to operate on renewable energy. The main driving power of our cultivation is natural sunlight and the inherent growing cycle of cannabis. The seedlings will be germinated in simple hoop greenhouses which use natural sunlight and warmth to grow starts. When transplanted outdoors, the plants will be either in reusable fabric bags or directly in the ground and in both events will be grown in the sun. Energy to power our security system, office and drying facilities will come from onsite solar panels with a battery bank and generator back up. We will install National Grid power as supplemental and backup power as necessary. We will maximize use of rainwater not only by using rain as our plants' first source of water but also by collecting rain in barrels for re-use. Our town water will be filtered and stored in a tank at a high point on the property so that drip irrigation line is gravity fed to the plants.

Organic cultivation begins with healthy, living soil. While it grows, cannabis creates new topsoil and cleans toxins from the earth. Consideration of toxins is two-fold: we must ensure that our flower is toxin free and we want to utilize this property to better the soil overall. To achieve both, we will start by cultivating in containers with toxin-free soil and then using this soil along with composted cannabis to fill the area with clean soil. In at least our first year, we will utilize fabric potting bags filled with purchased, organic soil. At each harvest, the used soil will be tilled into the land to rejuvenate the existing soil and create a biodynamically charged base. Over time, the number of plants that can be bountifully grown directly in the ground will increase.

A major component of our cultivation and pest management strategy includes companion plantings and cover crops. We will plant other varieties of plants including lilac, lavender, mint, rosemary, eucalyptus and garlic as natural pest repellants and for their scents. These plants are our

⁴ <https://www.mountvernon.org/george-washington/farming/washingtons-crops/george-washington-grew-hemp/>

⁵ <https://abcnews.go.com/blogs/politics/2013/07/hemp-flag-to-fly-over-capitol-on-fourth-of-july>

⁶ <https://www.azcannabar.org/cannabis-history.html>

first line of defense against common pests. A second line of defense will be indigenous ladybugs and lacewings. Marigold is a plant that accomplishes multiple benefits: it is food to keep our ladybugs and lacewings happy, it repels other insects such as root aphids and it has a scent to mitigate cannabis scent. Cover crops include nitrogen-fixing legumes and clover as well as rye or winter wheat to keep the soil and environment healthy and deter pests.

SECURITY

CG’s security system and protocols are designed by Sapphire Risk Advisory Group (Sapphire) and will be submitted for approval to the CCC and the Orange Police Department. CG has agreed to periodic meetings with the Orange Police to review and evaluate security policies and concerns. Sapphire has designed systems nationwide for cannabis and other industries and is focused on crime prevention. Our system will include, but is not limited to, the following features compliant with *935 CMR 500.110*: a perimeter security fence designed to prevent unauthorized entry with signs notifying observers that it is a Limited Access Area; commercial-grade, nonresidential locks; security alarm system that is continuously monitored and provides an alert; video cameras at all points of entry and exit and in parking areas; 24-hour recordings available for immediate viewing; the ability to remain operational during a power outage; comprehensive emergency response procedures and training; and secure waste disposal. Our perimeter fencing will be eight foot chain link with a green screen and will include a network of cameras monitored onsite and remotely.

In addition to our operational documents including our security plan, diversion prevention plan, waste disposal plan, transportation plan, inventory plan and storage plan, we will maintain policies for ongoing training on diversion prevention techniques and security protocols. Sapphire will provide services to train our employees on the security system, crime prevention techniques and how to spot false identification.

COMPLIANCE

Ensuring ongoing compliance with local bylaws and state regulations is a top priority of the company. Management will monitor operational and document compliance on a regular basis modeled after CCC random compliance audits. Employees will be trained on compliant record keeping and operational procedures. Our operational manual and procedural checklists will ensure accountability and strict compliance with record keeping requirements and company policies.

MARKET ANALYSIS

Massachusetts’ recreational marijuana industry recorded nearly \$400 million in its first full year of sales; a strong initial sum given the dearth of retail stores throughout the state. The market has significant room for growth which will come as regulators approve more applications and access to the legal market improves. From August through October, recreational sales in Massachusetts averaged nearly \$46 million per month, putting the state on pace to reach \$420 million-\$430 million in sales for the calendar year 2019. Sales data for 2020 shows that the market

hit \$1 billion in sales as of October 30, 2020.⁷ In 2021, adult-use sales in Massachusetts is expected to remain a billion dollar industry.

Another study concluded Cannabis stores sold about \$9.3 million worth of cannabis products during the first month, and in December 2019, total legal cannabis sales exceeded \$460 million, according to figures released by the Cannabis Control Commission. As of March 2020, the total retail sales have reached almost \$620 million. According to the Department of Revenue analysis, in the first 12 months of the program, the Massachusetts cannabis market could expect to see between \$45 million and \$83 million in tax revenue from the sale of recreational cannabis – with an estimated \$64 million in the middle of that range. In the second year, Massachusetts could expect tax revenue between \$93 million and \$172 million, on sales ranging between \$707 million and \$1.3 billion. Research from multiple cannabis data and investment firms predict Massachusetts can become a travel destination and over 700,000 Massachusetts customers are potentially interested in using recreational cannabis.

Current demand is outpacing supply making cultivation a highly lucrative business. As of April 16, 2021, there are 47 cultivators and 3 microbusinesses authorized to commence operations. These cultivators, along with vertically integrated businesses, serve the 126 retailers and the 41 product manufacturers authorized to commence operations. These numbers coupled with the huge demand for product ensure that cultivators enjoy a favorable market.

MARKETING PLAN

Our target market is licensed Massachusetts Marijuana Product Manufacturers and Retailers. We intend to sell our cannabis in wholesale batches for either processing into edibles and topicals or straight to retail marketed as environmentally friendly, sun grown outdoor flower.

A major benefit to our commitment to cultivate naturally and with renewable energy is our low operating cost compared to our competitors. This allows for better margins and a more sustainable long term plan. Indoor cultivation is still outpacing outdoor cultivation so not only can we produce at a lower cost, but we can enjoy a niche market of sun grown flower. Although the price point may be lower than indoor flower, the cost to produce is also drastically reduced. The lower cost expectation was debuted in February 2020 when Theory Wellness, Inc. offered its first crop of farm-grown cannabis along with a press statement advertising “‘the lowest-cost cannabis product in the adult-use market,’ said CEO Brandon Pollock, because growing plants outside makes them cheaper to produce. Relying only on the sun’s energy also reduces the carbon footprint of marijuana cultivation, Pollock said.”⁸

In addition to direct contact with retailers and product manufacturers, CG will participate in tradeshows and educational events to further education and promote our brand. Our education outreach efforts will play into our marketing and look to the history of cannabis and its use in wartime, tax payments, textiles, health, medicine and more. Our commitment to education and

⁷ <https://mjbizdaily.com/massachusetts-recreational-marijuana-sales-top-1-billion/>

⁸ <https://www.bostonglobe.com/2020/02/27/marijuana/local-marijuana-company-start-selling-farm-grown-cannabis-its-third-store-opens/>

energy efficiency will help us attain Leadership Ratings with the CCC which will advance our brand in the market.

FINANCIAL PROJECTION SUMMARY

Item	2021	2022	2023
Licensing and Tags	\$ 21,578.00	\$ 22,385.00	\$ 22,805.00
Supplies & Tools	\$ 42,600.00	\$ 72,100.00	\$ 86,500.00
Utilities & Insurance	\$ 20,812.00	\$ 36,030.00	\$ 36,030.00
Lease	\$ 60,000.00	\$ 120,000.00	\$ 120,000.00
Charitable Contributions	\$ 90,000.00	\$ 185,000.00	\$ 245,000.00
Security	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
Accounting & Admin	\$ 5,250.00	\$ 10,500.00	\$ 10,500.00
Testing & Quality Control	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00
Consultants	\$ 19,500.00	\$ 10,000.00	\$ 10,000.00
Employees	\$ 74,304.00	\$ 356,659.00	\$ 534,989.00
TOTAL EXPENSES	\$ 342,044.00	\$ 828,674.00	\$ 1,086,824.00
Projected Revenue	\$ 2,000,000.00	\$ 5,000,000.00	\$ 7,000,000.00
Gross Income	\$ 1,657,956.00	\$ 4,171,326.00	\$ 5,913,176.00

TEAM

Management Team

The company will be operated and managed by Antonio A. Alves. He has successfully run construction companies and has the skill set to run the daily operations, maintain records and financials, manage a crew and comply with regulatory frameworks. Outside professionals such as an outdoor cultivation consultant, CPA, compliance personnel and security experts will be retained. CG will hire and train Marijuana Establishment Agents and will hire and oversee the training of skilled agricultural professionals. General outdoor agricultural, botanical and cannabis specific experience will be sought out in our cultivation team.

Antonio A. Alves
Owner

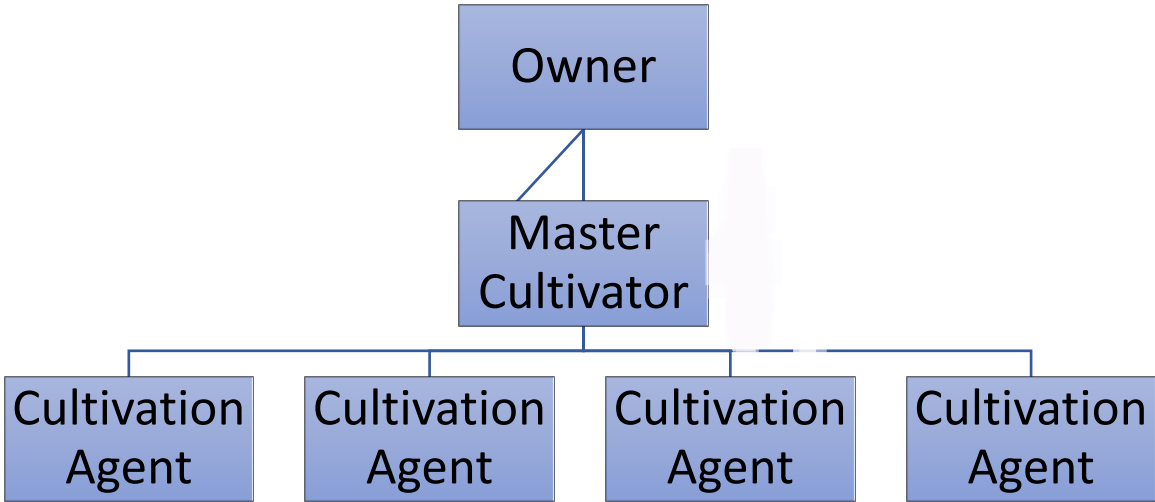
Currently, Tony runs one of the largest masonry contracting companies in New England, the quality and workmanship of which is visible in commercial, academic, medical and multi-unit residential buildings across the region. A family business started in 2002, Lighthouse is committed to its customers, employees and environment. Lighthouse has the capacity to handle large, complex projects with a bond rating of \$20 million for a single project and \$50 million in the aggregate. We are certified to perform public construction projects by the Massachusetts Division of Capital Asset Management and Maintenance and the equivalent certification by DAS in Connecticut. Lighthouse employs talented craftsmen dedicated to the art of masonry and on average employs 150 masons, laborers, welders and mechanics that are ready to serve our

customers. Our employees earn competitive wages and benefits and receive OSHA safety training to protect the wellbeing of all on the worksite. We are EPA-certified as a Lead-Free Contractor and routinely work on projects meeting the high standards of the U.S. Green Building Council. Lighthouse’s commitment to the environment includes a PV solar array that powers our headquarters. Lighthouse is proud to call New Bedford our home, and we are active in many community organizations, supporting schools, public safety, youth athletics and public service initiatives.

Agent Positions

We seek to hire cultivation staff skilled in farming, biology and cannabis. Our cultivation plan begins with outside consulting to develop best practices and methods for cultivation. From there, we will source and hire a master cultivator and cultivation agents. Along with Kaily and Rob, these four employees will start the seeds or clones from mother plants in the greenhouse, transplant them to the outdoor containers, ensure proper feeding and watering, diligently inspect for pests and contaminants, prune, determine proper harvest time, harvest, dry, trim and package for wholesale.

Organizational Chart



TIMELINE

DATE	EVENT
April 19, 2021	Host Virtual Community Outreach Meeting
May 2021	Obtain Host Community Agreement
May 2021	Submit Application to the CCC
TBD	Application Deemed Complete (ADC)
Within 30 Days After ADC	CCC Receives Zoning Compliance Response from Host Community
Within 90 Days After ADC	Obtain Provisional License & Commence Lease
Upon Receipt of Provisional License	Submit Architectural Review to the CCC
Upon Receipt of Provisional License	Connect with METRC and Request Administrative Credentials
30 Days After Provisional License	Architectural Approval from CCC
37 Days After Provisional License	Complete Facility Customization
June 2021	Receive Sign offs from Host Community
June 2021	Inspection by CCC
June 2021	Receive Final License from the CCC
July 2021	Receive Commence Operations authorization from the CCC
July 2021	Begin cultivation for a fall harvest
October 2021	Harvest, Dry, Package
November 2021	Sell first crop

PLAN TO RESTRICT ACCESS TO AGE 21+

Governed by 935 CMR 500.105 & 500.110

CanGrow, LLC (CG) shall adhere to the requirements of *935 CMR 500.000* as well as our security plan and procedures to ensure access is restricted to those over the age of 21. CG's anti-diversion procedures include methods for identifying, recording, and reporting diversion, theft or loss and for correcting all errors and inaccuracies in inventories. The integrity of the supply chain in every stage from seed to sale shall be protected through anti-diversion methods using a comprehensive security system. All employees shall receive anti-diversion training as part of their initial and subsequent training. CG will establish a work environment that values employees and fosters a culture of responsibility to mitigate risk and create a safe work environment.

CG will employ only Marijuana Establishment Agents for our Cultivation location who are 21 years of age or older, pursuant to *935 CMR 500.002* and the Registration Requirements at *935 CMR 500.030*. All Marijuana Establishment Agents will complete all Agent training in accordance with *935 CMR 500.105(2)*.

Identification badges will be required to be worn at all times by employees while at the facility or engaged in transportation. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and such badges shall be displayed at all times. Visitors shall be logged and escorted at all times while at the facility.

Upon entry into the premises by an individual or visitor, a CG agent will immediately inspect the individual's proof of identification and determine the individual's age. Pursuant to *935 CMR 500.110*, CG will implement sufficient safety measures to prevent unauthorized entrance into the facility, prevent theft of marijuana, and prevent access by those under age 21.

CG will have limited access areas identified with clear signage, at least 12" x 12" in size, designating the access point for authorized personnel only, pursuant to *935 CMR 500.110(4)*.

Inventories will be highly restricted, secured, and surveilled areas with posted limited access. Only managers shall have security designations to access stored inventory. Monthly inventory checks will be conducted. An agent's inventory shall remain locked and accessible only to that agent and a manager. The manager shall conduct routine and random auditing of dispensary agents' inventory. All marijuana shall be documented, recorded and stored using seed-to-sale inventory tracking. Surveillance cameras shall record and store all transactions in compliance with *935 CMR 500.110*.

Continual supply chain risk assessments will be performed to reduce vulnerability and ensure continuity. Any discrepancies identified in inventory shall immediately be recorded and investigated to the cause. Pursuant to *935 CMR 500.105*, any incidents of diversion that occur during transport between marijuana establishments shall be duly reported to the Commission and law enforcement authorities. In addition, discrepancies shall be recorded and reported according to CG's incident response plan.

All CG deliveries shall be processed prior to leaving a marijuana establishment in accordance with *935 CMR 500.105(13)(a)(7)*. Pursuant to *935 CMR 500.105(13)(a)(6)* all vehicles transporting marijuana products will be staffed with a minimum of two marijuana establishment agents and one agent shall remain with the transportation vehicle at all time. CG delivery routes and times will be randomized as required by *935 CMR 500.105(13)(a)(12)*. Once the delivered product is accounted for, it shall be stored in the locked and secured and monitored safe room.

CG will comply with all advertising, marketing and branding activities permitted and prohibited practices defined by *935 CMR 500.105(4)* to prevent marketing and advertising from attracting those under age 21.

In case of loss inventory discrepancies discovered by any employee shall be reported to the department manager upon discovery. The manager shall report all unresolved inventory discrepancies to the Cannabis Control Commission and law enforcement authorities in accordance *935 CMR 500.105(13)(b)*. An internal investigation to determine the outcome of the inventory discrepancy will also be conducted.

In the event CG discovers any of its Agents intentionally or negligently diverted 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)*.

QUALITY CONTROL & TESTING PLAN

Governed by 935 CMR 500.105 & 160

CanGrow, LLC (CG) will ensure quality control and testing policies meet or exceed all Cannabis Control Commission regulations per *935 CMR 500.000* and industry standard best practices.

TESTING

1. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, pursuant to *935 CMR 500.160*.
2. Testing of Marijuana Products shall 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 environmental media (*e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.
3. Marijuana shall 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. The Commission may require additional testing.
4. CG shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in *935 CMR 500.160(1)*. Any such policy shall include: notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch; and notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission. The notification shall be from both the CG and the Independent Testing Laboratory, separately and directly. The notification from the CG shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
5. CG shall maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. 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.
6. The sale of seeds is not subject to testing provisions. Clones are subject to testing provisions but are exempt from testing for metals.
7. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with *935 CMR 500.105(13)*.
8. Testing Laboratories will attest to complying with storage requirements of *935 CMR 500.105(11)*.
9. All excess marijuana will be disposed in compliance with *935 CMR 500.105(12)*, either by the Independent Testing Laboratory returning excess marijuana to the cultivation facility for disposal, or by the Independent Testing Laboratory disposing of it directly.

Disposal by the testing laboratory is the preferred method to reduce risk associated with transportation of product.

10. No marijuana product shall be sold or 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*.
11. Single-servings of Marijuana Products tested for potency in accordance with *935 CMR 500.150(4)(a)* shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
12. Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.
13. Any testing results indicating noncompliance with pesticide requirements shall be immediately reported to the Commission who may refer such result to MDAR.
14. If CG receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants it will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.
 - a. Reanalysis by a Second ITL. If CG chooses to reanalyze the sample, 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, a 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 shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, CG shall dispose of any such product
 - b. Remediation. If CG chooses to remediate, a new test sample shall 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 may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. CG shall dispose of any such product.
 - c. If CG chooses to dispose of the Marijuana or Marijuana Products, it shall do so in compliance with *935 CMR 500.105(12): Waste Disposal*.

QUALITY CONTROL

15. Pursuant to *935 CMR 500.105(11)*, CG will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of *935 CMR 500.105* and *500.110*. CG will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Storage

areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest and will be maintained in accordance with the security requirements of *935 CMR 500.110*.

16. Marijuana will be handled in a safe and sanitary manner. CG will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - a. Well cured and generally free of seeds and stems;
 - b. Free of dirt, sand, debris, and other foreign matter;
 - c. Free of contamination by mold, rot, other fungus, and bacterial diseases and satisfying the sanitation requirements in *105 CMR 500.000: Good Manufacturing Practices for Food* and *105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
 - d. Prepared and handled on food-grade stainless steel tables with no contact with bare hands; and
 - e. Packaged in a secure area.
17. All agents whose job includes contact with marijuana will be subject to the requirements for food handlers specified in *105 CMR 300.000*.
18. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness; and 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.
19. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
20. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
21. Litter and waste shall be properly removed and disposed of so as to minimize the development of odor and the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to *935 CMR 500.105(12)*.
22. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
23. Adequate safety lighting shall be installed in all processing and storage areas as well as areas where equipment or utensils are cleaned.
24. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
25. All contact surfaces, including utensils and equipment, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination using a sanitizing agent registered by the US EPA, in accordance with labeled instructions. Equipment and utensils shall be so designated and of such material and workmanship as to be adequately cleanable.
26. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. Any intended or actual use of toxic items

will be demonstrated upon request.

27. Water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet CG's needs.
28. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the establishment. Plumbing shall properly convey sewage and liquid disposable waste from the establishment. There shall be no cross-connections between potable and wastewater lines.
29. CG shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
30. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
31. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
32. All vehicles and transportation equipment used in the transportation of Marijuana Products or Edibles requiring temperature control for safety shall 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)*.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Governed by 935 CMR 500.105

CanGrow, LLC (CG) will ensure personnel policies meet or exceed all Cannabis Control Commission regulations per *935 CMR 500: Adult Use of Marijuana*:

1. CG will apply for Marijuana Establishment Agent registration for all applicable board members, directors, employees, executives, managers, and associated volunteers.
2. Each individual determined to be suitable for registration will be issued a registration card. The registration card is required to be visibly displayed at all times individuals are on facility property or transporting marijuana products.
3. All such individuals will be 21 years of age or older; will not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of *935 CMR 500.800* and *935 CMR 500.802*.
4. Personnel Policies will be given to each individual upon hiring, or before. Policies include, but are not limited to:
 - a. Limitations on associated individuals' authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth
 - b. Equal opportunity employer policy
 - c. Freedom from harassment and discrimination policy
 - d. Sexual harassment prevention policy
 - e. American with disabilities act and state laws equivalents
 - f. Open door policy
 - g. Alcohol, smoke and Drug-free workplace policies
 - h. Health insurance portability and accountability act of 1996
 - i. Electronic communications media use policy
 - j. Social media policy
 - k. Severe weather and emergency conditions policy
 - l. How confidential information is maintained
5. CG's Alcohol, Smoke & Drug Free Workplace Policy in accordance with *935 CMR 500.105(1)(k)* will include the following: Employees are not allowed to smoke, be intoxicated, possess or use legal or illegal drugs or alcohol at the workplace or any location during their shift. Any violation of this policy will result in disciplinary action, up to and including termination.
6. CG will maintain a plan describing how Confidential Information and other records required to be maintained confidentially will be maintained pursuant to *935 CMR 500.105(1)(l)*.

7. Pursuant to *935 CMR 500.105(1)(m)*, CG will maintain a policy ensuring that immediate dismissal will occur for any marijuana establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. 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.

8. In accordance with *935 CMR 500.105(2)*, all current owners, managers and employees of CG that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling, or handling marijuana may participate voluntarily.

9. CG will maintain records of responsible vendor training compliance, pursuant to *935 CMR 500.105(2)(b)*. Responsible vendor training shall include discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, and key state and local laws.

10. All employees will be duly registered as Marijuana Establishment Agents and must complete a background check in accordance with *935 CMR 500.030(1)*. All Marijuana Establishment Agents will complete a training course and complete a Responsible Vendor Program in compliance with *935 CMR 500.105(2)(b)*. Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to *935 CMR 500.105(2)(a)*.

11. CG’s Staffing and Recordkeeping Plans shall remain in compliance with *935 CMR 500.105(9)*. All records shall be available for inspection by the Commission on request and will be kept for at least two years following closure at CG’s expense and in a form and location acceptable to the Commission. The financial records shall be maintained in accordance with generally accepted accounting principles. All records will be securely held and maintained. The written personnel records in accordance with *935 CMR 500.105(9)(d)*, that shall be maintained and subject to inspection include but are not limited to:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the commission pursuant to *935 CMR 500.030(2)*;
 - ii. Documentation of verification of references;

- iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d. Personnel policies and procedures including, at a minimum, the following:
 - a. Code of ethics;
 - b. Whistle-blower policy; and
 - c. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
 - e. All background check reports obtained in accordance with *M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI)*.

12. Agent Background Checks: In addition to completing the Commission’s agent registration process, all agents hired to work for CG will undergo a detailed background investigation prior to being granted access to a company facility or beginning work duties. Background checks will be conducted on all agents in their capacity as employees or volunteers 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*, CG 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*, CG will:

1. 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.
2. 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, CG will consider the following factors:
 - a. Time since the offense or incident;
 - b. Age of the subject at the time of the offense or incident;
 - c. Nature and specific circumstances of the offense or incident;
 - d. Sentence imposed and length, if any, of incarceration, if criminal;
 - e. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - f. Relationship of offense or incident to nature of work to be performed;
 - g. Number of offenses or incidents;
 - h. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - i. 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
 - j. Any other relevant information, including information submitted by the subject.
3. 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.

RECORD KEEPING PROCEDURES

Governed by 935 CMR 500.105(9)

CanGrow, LLC (CG) shall institute and comply with record keeping procedures that meet or exceed all CCC regulations per *935 CMR 500.000*. Records shall be available for inspection by the Commission, on request. All financial records shall be maintained in accordance with generally accepted accounting principles. Following closure of the Marijuana Establishment, all records shall be kept for at least two (2) years at the CG's expense and in a form and location acceptable to the Commission.

Written records that will be kept and subject to inspection include, but are not necessarily limited to, all records required in any section of *935 CMR 500.000*, in addition to the following:

1. Operating Procedures per *935 CMR 500.105(1)*
2. Inventory Records per *935 CMR 500.105(8)*
3. Seed-to-Sale SOR Electronic Tracking System Records per *935 CMR 500.105(8)(e)*
4. Personnel Records
5. Business Records
6. Waste Disposal Records per *935 CMR 500.105(12)*

WRITTEN OPERATING PROCEDURES

Per *935 CMR 500.105(1)*, CG shall have and follow a set of detailed written operating procedures. Each location will have its own set of operating procedures on site. At a minimum, operating procedures shall include:

1. Security measures in compliance with *935 CMR 500.110*;
2. Employee security policies, including personal safety and crime prevention techniques;
3. A description of the CG's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to *935 CMR 500.000*;
4. Storage and waste disposal of Marijuana in compliance with *935 CMR 500.105(11) & (12)*;
5. 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;
6. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in *935 CMR 501.002*, as required by *935 CMR 501.100(1)(f)*;
7. Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with *935 CMR 500.105(8)* and *(9)*;
8. Plans for quality control, including product testing for contaminants in compliance with *935 CMR 500.160*;
9. A staffing plan and staffing records in compliance with *935 CMR 500.105(9)(d)*;
10. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
11. Alcohol, smoke, and drug-free workplace policies;

12. A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
13. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 - a. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. 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 any Other Jurisdiction.
14. A list of all board of directors, members and Executives of CG, and Members, if any, of the Licensee shall be made available on request by any individual. This requirement may be fulfilled by placing this required information on the CG's website;
15. Policies and procedure for the handling of cash on CG Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
16. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
17. Policies and procedures for energy efficiency and conservation that shall include:
 - a. 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;
 - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - d. Engagement with energy efficiency programs offered pursuant to *M.G.L. c. 25, § 21*, or through municipal lighting plants.
18. Policies and procedures to promote workplace safety consistent with the standards set forth under the *Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq.*, including the general duty clause under *29 U.S.C. § 654*, whereby: Each employer (a) shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; (b) shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to *29 U.S.C. § 651, et seq.*, which are applicable to the employee's own actions and conduct.

INVENTORY RECORDS

Per *935 CMR 500.105(8)* and, real-time inventory shall be maintained as specified by the Commission and in *935 CMR 500.105(8)(c)* and *(d)*, including, at a minimum, an inventory of: Marijuana plants; Marijuana plant-seeds and Clones in any phase of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products;

and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal.

CG shall:

1. 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;
2. Conduct a monthly inventory of Marijuana in the process of cultivation and finished, stored Marijuana;
3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
4. Promptly transcribe inventories if taken by use of an oral recording device.

The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

No Marijuana Product, including Marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under *935 CMR 500.000*.

SEED-TO-SALE TRACKING RECORDS

CG shall attach plant tags to all Marijuana, Clones, and plants and attach package tags to all Finished Marijuana and Marijuana Products, 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, currently METRC.

PERSONNEL RECORDS

Personnel records of CG will include, at a minimum, the following:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the commission pursuant to *935 CMR 500.030(2)*;
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications and supervision;
 - d. 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;

- e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under *935 CMR 500.105(2)*.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 4. Personnel policies and procedures, including, at a minimum, the following:
 - a. Code of ethics;
 - b. Whistle-blower policy; and
 - c. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
 5. All background check reports obtained in accordance with *M.G.L c. 6 § 172*, *935 CMR 500.029*, *935 CMR 500.030*, and *803 CMR 2.00: Criminal Offender Record Information (CORI)*.
 6. 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.

BUSINESS RECORDS

Business records, which shall include manual or computerized records, will consist of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers;
4. Sales records including the quantity, form and cost of marijuana products; and
5. 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 the marijuana establishment.

WASTE DISPOSAL RECORDS

CG will dispose of all waste as required under *935 CMR 500.105(12)* and in accordance with our waste disposal plan. Records documenting compliance will be maintained for three (3) years.

PLAN TO MAINTAIN FINANCIAL RECORDS

Governed by 935 CMR 500.105(9)

CanGrow, LLC (CG) will ensure financial record procedures meet or exceed all Cannabis Control Commission regulations per *935 CMR 500*, in particular *935 CMR 500.105(9)*. CG financial records will be maintained in accordance with generally accepted accounting principles. Financial records maintenance measures include policies and procedures requiring that:

1. 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.
2. All Record Keeping Procedures under *935 CMR 500.105(9)* shall be followed. All Financial Records, which shall include manual or computerized records, shall include at a minimum:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products;
 - e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with CG.
3. All CG financial records will be available for inspection by the Commission, upon request. In the event CG closes, all financial records will be kept for at least two years at the expense of CG in accordance with *935 CMR 500.105(9)(g)*. Financial records will be maintained in a form and location acceptable to the Commission. Financial records relative to tax filings shall be kept for a minimum of six years from the date of the filed tax return.
4. During the license renewal process, CG will adhere to *935 CMR 500.103(4)(f)* and make available to the Commission a report detailing the financial benefits provided to the Town of Belchertown from our Host Community Agreement.

QUALIFICATIONS & TRAINING

Governed by 935 CMR 500.030, 101, 105, 800, 801, 802

CanGrow, LLC (CG) will ensure that all employees hired to work at a CG 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.

CG will implement hiring qualifications based on education, skills and experience.

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. CG will ensure that its employees are suitable for registration consistent with the provisions of *935 CMR 500.800-802*.

In the event that CG discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and CG will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

TRAINING

CG shall ensure that all Marijuana Establishment Agents complete minimum training requirements prior to performing job functions. At a minimum, Marijuana Establishment Agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent. A minimum of four hours of training shall be from Responsible Vendor Training Program courses established under *935 CMR 500.105(2)(b)*. Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement. Non-RVT training may be conducted in-house by CG or by a third-party vendor engaged by CG. Basic on-the-job training provided by CG in the ordinary course of business may be counted toward the eight-hour total training requirement. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.

CG shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and CG shall make such records available for inspection on request.

All current Marijuana Establishment Agents, including Laboratory Agents, involved in the handling or sale of Marijuana for adult use at the time of licensure or renewal of licensure, as

applicable, shall have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor." Marijuana Establishment Agents shall first take the Basic Core Curriculum. On completing the Basic Core Curriculum, a Marijuana Establishment Agent is eligible to take the Advanced Core Curriculum. Marijuana Establishment Agents who serve as administrative employees and do not handle or sell Marijuana are exempt from the four-hour RVT requirement but may take a Responsible Vendor Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.

Once a Marijuana Establishment is designated a Responsible Vendor, all Marijuana Establishment Agents employed by the Marijuana Establishment that are involved in the handling or sale of Marijuana for adult use shall successfully complete the Basic Core Curriculum within 90 days of hire.

After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

Responsible Vendor Training Program courses shall consist of at least two hours of instruction time. Except as provided in *935 CMR 500.105(2)(b)(4)(e)*, Responsible Vendor Training Program courses shall be taught in a real-time, interactive, virtual or in-person classroom setting in which the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual.

The Basic Core Curriculum shall cover the following subject matter:

- a. Marijuana's effect on the human body, including:
 - i. Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - ii. The amount of time to feel impairment;
 - iii. Visible signs of impairment; and
 - iv. Recognizing the signs of impairment.
- b. Diversion prevention and prevention of sales to minors, including best practices.
- c. Compliance with all tracking requirements.
- d. Acceptable forms of identification. Training shall include:
 - i. How to check identification;
 - ii. Spotting and confiscating fraudulent identification;
 - iii. Patient registration cards currently and validly issued by the Commission;
 - iv. Common mistakes made in identification verification; and
 - v. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of *M.G.L. c. 94G, § 13*.
- e. Other key state laws and rules affecting Marijuana Establishment Agents, which shall include:
 - i. Conduct of Marijuana Establishment Agents;

- ii. Permitting inspections by state and local licensing and enforcement authorities;
 - iii. Local and state licensing and enforcement, including registration and license sanctions;
 - iv. Incident and notification requirements;
 - v. Administrative, civil, and criminal liability;
 - vi. Health and safety standards, including waste disposal;
 - vii. Patrons prohibited from bringing Marijuana and Marijuana Products onto licensed premises;
 - viii. Permitted hours of sale;
 - ix. Licensee responsibilities for activities occurring within licensed premises;
 - x. Maintenance of records, including confidentiality and privacy; and
- f. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Each Advanced Core Curriculum class shall be approved by the Commission prior to being offered. The curriculum shall build on the knowledge, skills, and practices covered in the Basic Core Curriculum. An Advanced Core Curriculum class shall include standard and best practices in one or more of the following areas:

- i. Cultivation;
- ii. Product Manufacturing;
- iii. Retail;
- iv. Transportation;
- v. Social Consumption;
- vi. Laboratory Science;
- vii. Energy and Environmental Best Practices;
- viii. Social Justice and Economically Reparative Practices;
- ix. Implicit Bias and Diversity Training;
- x. Worker Safety;
- xi. Food Safety and Sanitation;
- xii. Confidentiality and Privacy;
- xiii. In depth coverage of any topic(s) taught in the Basic Core Curriculum;
or
- xiv. Such other topic as the Commission may approve in its sole discretion.

All employees will also be trained on all position-relevant company operating procedures, including but not limited to those in CG's SOP Manual and 935 CMR 500.101(1)(c)(8) and 105(1).

ENERGY COMPLIANCE PLAN

Governed by 935 CMR 500.120(11)

CanGrow, LLC (CG) shall satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to *310 CMR 7.00*, prior to obtaining final licensure under *935 CMR 500.103(2)* and as a condition of renewal under *935 CMR 500.103(4)*.

CG shall adopt and use additional best management practices as determined by the Commission to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission pursuant to *935 CMR 500.120(11)*.

Prior to final licensure, CG will demonstrate compliance with *935 CMR 500.120(11)* by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation together with submission of building plans under *935 CMR 500.103*.

CG will, upon license renewal, include a report of the energy and water usage of the cultivation facility over the twelve month period preceding the date of application pursuant to *935 CMR 500.120(11)*.

CG has also taken steps to ensure the building envelope, horticultural lighting, HVAC and dehumidification systems will be certified as meeting Massachusetts building code specifications per *935 CMR 500.120(11)*. Pursuant to *935 CMR 500.120(11)(b)*, CG will ensure that the lighting used for cannabis cultivation will meet the following minimum energy efficiency and equipment standard: Horticulture Lighting Power Density shall not exceed 36 watts per square foot for our facility.

Pursuant to *935 CMR 500.105(1)(q)* and *935 CMR 500.105(15)*, policies and procedures for energy efficiency and conservation shall include:

1. 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;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to *M.G.L. c. 25, § 21*, or through municipal lighting plants.

Safety protocols shall be established and documented to protect workers, Consumers, or Visitors.

DIVERSITY PLAN

Governed by 935 CMR 500.101(1)(c)(8)(k)

CanGrow, LLC (CG) is dedicated to promoting equity within its business operations. In furtherance of this commitment, CG will promote inclusivity of diverse populations, which the Commission has identified as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people. To support such populations, CG has developed a Diversity Plan, summarized below, which will be evaluated for effectiveness annually.

GOALS

1. Hiring targets: CG shall hire 10% women, 10% minorities, 10% veterans, 10% persons with disabilities, and 10% LGBTQ+.
2. Donation: Donate \$5,000 annually to ELEVATE Northeast.

PROGRAMS

1. Recruitment and advertising practices: We will advertise job openings monthly until all positions are filled and whenever a job becomes available thereafter through local newspapers and online job boards. Publications include: The Athol Daily News, The Worcester Telegram, The Recorder, indeed.com, ZipRecruiter.com and the Town Hall. The Ad will state that CG is specifically looking for women, minorities, veterans, persons with disabilities, and persons identifying as LGBTQ+ to work for the establishment to the extent allowed by law.
2. CG will donate \$5000 annually to ELEVATE Northeast to support their efforts to promote equity and diversity in the cannabis industry.

MEASUREMENTS

The Manager at CG will be responsible for auditing the Diversity Plan annually. The progress of the plan will be documented at renewal of provisional licensure. The audit report setting forth CG's performance in fulfilling the goals of the Plan will contain:

1. Hiring Targets:
 - a) Compare the number of employees identifying as members of the defined groups compared to the total number of employees to ensure we are meeting our target hiring goals;
 - b) Compare the number of promotions for people falling into the above-listed demographics since initial licensure; and
 - c) Record the number of postings in diverse and general publications with supporting documentation.

1. Donation: At the end of each year, CG will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given. CG will continue to assess the viability and impact of financial donations made and annually review donation amounts.

Disclosures

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

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



Beth Waterfall
Executive Director
ELEVATE Northeast
346 River Street
Norwell, MA 02061

July 19, 2021

Antonio Alves
CanGrow, LLC
150 John Vertente Blvd
New Bedford, MA 02745

Re: Letter of Acceptance of Financial Support

Dear Antonio:

Thank you for CanGrow, LLC's commitment to support ELEVATE Northeast Events and Education, Inc. ("ELEVATE"). As you know, ELEVATE is a Massachusetts-based, women-founded 501(c)3 nonprofit organization that exists for the good of the cannabis industry. And, in partnership with Holyoke Community College, ELEVATE oversees curriculum, staffing, and execution of the cannabis workforce development programs at the Cannabis Education Center ("CEC").

This letter serves as confirmation that ELEVATE agrees to accept a \$5,000 donation from CanGrow, LLC before June 30, 2022, and on June 30 of each year that the company is in operation.

The donated funds will be used for various social justice and diverse workforce programs, such as our Community Conversation Series and National Expungement Week activities, and administrative costs, such as the ELEVATE Northeast Scholarship Fund program, which was created to help a diverse pool of future cannabis employees and entrepreneurs experience real-world training and education that will bolster their ability to earn viable positions in the cannabis industry.

We wish you the best of luck as you complete the application process, and look forward to receiving CanGrow LLC's financial contributions to help move the mission of ELEVATE and the CEC forward.

Gratefully,

A handwritten signature in black ink, appearing to read "Beth Waterfall", written in a cursive style.

Beth Waterfall
Executive Director
ELEVATE Northeast Events and Education, Inc.