



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Cultivator

General Information:

License Number: MC281413
Original Issued Date: 02/14/2019
Issued Date: 01/16/2020
Expiration Date: 02/14/2021

Payment Received: \$1250 Payment Required: \$1250

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Urban Grown Inc. Federal Tax Identification Number EIN/TIN: [REDACTED]

Phone Number: 413-687-2291 Email Address: stephen@urbangrowninc.com

Business Address 1: 55 Depot Rd Business Address 2:

Business City: Hatfield Business State: MA Business Zip Code: 01038

Mailing Address 1: 81 Shattuck Rd Mailing Address 2:

Mailing City: Hadley Mailing State: MA Mailing Zip Code: 01035

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: 50 Percentage Of Control: 50
Role: Owner / Partner Other Role: Chief Executive Officer
First Name: Stephen Middle Name: [REDACTED] Last Name: Herbert Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 50
Role: Owner / Partner Other Role: Chief Operating Officer
First Name: Michael Middle Name: [REDACTED] Last Name: Herbert Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Tadeusz Middle Name: [REDACTED] Last Name: Wysocki Suffix: Jr
Describe the nature of the relationship this person has with the Marijuana Establishment: Technical Advisor

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Stephen Middle Name: [REDACTED] Last Name: Herbert Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$85000 Percentage of Initial Capital: 75
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Michael Middle Name: [REDACTED] Last Name: Herbert Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$28000 Percentage of Initial Capital: 25
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: 149 Christian Lane
Establishment Address 2:

Establishment City: Whately

Establishment Zip Code: 01093

Approximate square footage of the Establishment: 10000

How many abutters does this property have?: 4

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment:

Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Outreach Meeting Form.pdf	pdf	5b144f434acea511a8369ee8	06/03/2018
Community Outreach Meeting Documentation	NewspaperAds-Attachment A1.pdf	pdf	5b145235b2a9e2046441cbcd	06/03/2018
Community Outreach Meeting Documentation	Newspaper Ads-Attachment A2.pdf	pdf	5b1452899bcf5a047e3524df	06/03/2018
Community Outreach Meeting Documentation	Notice of Community Outreach Meeting-Attachment C.pdf	pdf	5b145f119a67bb11cc7e55bc	06/03/2018
Community Outreach Meeting Documentation	Notice of Community Outreach Meeting Notice to Town Attachment B.pdf	pdf	5b145f7575ce440437859110	06/03/2018
Community Outreach Meeting Documentation	Host Community Outreach Meeting notice distribution list to Town Committees.pdf	pdf	5b15e3195246fb5032ddd85	06/04/2018
Certification of Host Community Agreement	HCA - Town of Whately.pdf	pdf	5b3f8753a074053215dda9b1	07/06/2018
Plan to Remain Compliant with Local Zoning	Compliance with local Codes.pdf	pdf	5beb389ebcbac00d7d74b0c6	11/13/2018

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$-1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Affect Areas of Disproportionate Impact.pdf	pdf	5beb393025766f0d55cc2e7c	11/13/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Stephen Middle Name: Last Name: Herbert Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other Role:

First Name: Michael Middle Name: Last Name: Herbert Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other Role:

First Name: Tadeusz Middle Name: Last Name: Wysocki Suffix: Jr

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: Urban Grown Inc.

Entity DBA:

Federal Tax Identification Number EIN/TIN:

Entity Description: Marijuana Establishment Cultivation S Corp.

Phone: 413-687-2291

Email: stephen@urbangrowninc.com

Primary Business Address 1: 55 Depot Road

Primary Business Address 2:

Primary Business City: Hatfield

Primary Business State:

Principal Business Zip Code:

MA

01038

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	UGI good standing letter Sec Commonwealth.pdf	pdf	5af39466b416c03d7111fada	05/09/2018
Department of Revenue - Certificate of Good standing	UGI good standing letter Dept of Revenue.pdf	pdf	5af394851f5e4d0443cb6200	05/09/2018
Articles of Organization	Amended Articles of Organization.pdf	pdf	5b9052d018807b2d67c41047	09/05/2018
Bylaws	Corporate Bylaws-UGI.pdf	pdf	5bc89bf42d28790c50081aa9	10/18/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Good Standing Corp.pdf	pdf	5df048477aad8653363c1077	12/10/2019
Department of Unemployment Assistance - Certificate of Good standing	Good Standing Unemployment.pdf	pdf	5df04e8074bb15534cd50790	12/10/2019

Massachusetts Business Identification Number: 001256245

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Urban Grown Inc Proposal-1.pdf	pdf	5bc7bb211499570299869feb	10/17/2018
Business Plan	Business Plan-Timeline and Liability Insurance Plan.pdf	pdf	5bc894a53fbe330c461d23c8	10/18/2018
Proposed Timeline	Proposed Timeline-Revised.pdf	pdf	5de9b7ec26aa77532085eb2c	12/05/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Operating Policies and Procedures.pdf	pdf	5af3a50fa6b56e3d67571b71	05/09/2018
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	5af491744acea511a836901a	05/10/2018
Security plan	Security Plan.pdf	pdf	5b9056600d95792d85f43b30	09/05/2018
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	5b9056c64e62492d8f34584f	09/05/2018
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5b9058d118807b2d67c4105f	09/05/2018
Inventory procedures	Inventory Procedures.pdf	pdf	5b9059d3cea8212d4c7b63ec	09/05/2018
Dispensing procedures	Dispensing Procedures.pdf	pdf	5b905c895e9b3d2d528a8a21	09/05/2018
Personnel policies including background checks	Personnel Policies.pdf	pdf	5b905ca018807b2d67c4106d	09/05/2018
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5b905d7518807b2d67c41073	09/05/2018
Maintaining of financial records	Maintenance of Financial Records.pdf	pdf	5b905d93185bb22d7106703c	09/05/2018
Qualifications and training	Description of Qualifications and Intended Training for New Employees.pdf	pdf	5b905e534e62492d8f345869	09/05/2018
Storage of marijuana	Storage of Marijuana.pdf	pdf	5beb3ba1e18b8a04881dd7c0	11/13/2018
Diversity plan	Diversity Plan.pdf	pdf	5beb3bfe2d1cf504966f306e	11/13/2018
Quality control and testing	Quality Control and Testing for Contaminants.pdf	pdf	5beb3c7bfe03b20d5f694c1d	11/13/2018

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect

authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Goal 1a. While Urban Grown Inc. has not received full licensure we have made a connection with Wellspring Cooperative and more specifically Wellspring Harvest a business of Wellspring Cooperative located in the Indian Orchard suburb of Springfield, MA. Indian Orchard is identified as a disproportionately impacted area. We have uploaded a letter confirming this relationship between Urban Grown Inc. and Wellspring Harvest.

Wellspring Harvest is a commercial hydroponic greenhouse in the City of Springfield, located at 121 Pinevale Street in the Indian Orchard neighborhood. It established in this neighborhood to create employment in an area of poverty and disproportionate impact. The facility is a quarter acre (15,120 square foot) greenhouse which was completed in April 2018 and started selling lettuce in August 2018. Wellspring Harvest is bringing healthy, locally grown produce to area hospitals, schools, businesses, and residents. The greenhouse employs 7 local residents and is organized as a for-profit worker-owned cooperative business. Wellspring Harvest also has a community engagement component including education about urban agriculture, hydroponic growing and sustainability.

Urban Grown Inc. has met with the chief staff person for the Wellspring Cooperative Corporation, Fred Rose, and the head grower for the hydroponic greenhouse, Stephen Hilyard, and with our experience with hydroponic vegetable culture collectively with Wellspring Harvest we are developing further plans for collaboration and community engagement at this Indian Orchard location.

Wellspring Harvest is one of the units of the Wellspring Collaborative. The Wellspring Cooperatives are for profit businesses that are worker owned.

Goal 1b. On Tuesday September 10, 2019 Urban Grown Inc. participated in a Seminar on "Cannabis: The Role of Local Boards of Health". We were invited by Charlie Kaniecki, Health Agent to make a presentation which was presented by Michael Herbert. The email exchange and program flyer have been uploaded. We were somewhat of a late addition to the program after the flyer had been printed. The presentation entitled "Hemp vs. Cannabis Cultivation" generated many questions mostly fielded by Michael Herbert and to a lesser extent Stephen Herbert.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Urban Grown Inc. (UGI) Diversity Plan

In 2019 we did not begin operations for the Cultivation Establishment at the Long Plain Farm site because of difficulties of finances experienced by the farm cooperators. When we commence operations we will be very conscious of hiring according to our original Diversity Plan.

Urban Grown Inc.'s diversity plans will include promoting equity among all employees including minorities, women, veterans, those with disabilities, and people of all gender identities and sexual orientations. UGI meets some of these goals by working with two farm families, and the Long Plain Farm temporary farm workers who are of Latin American decent. Urban Grown Inc. will cooperate with the farmers during times of peak labor need such as at harvest and

trimming times. Any labor from this pool will be first trained in principles to prevent any product diversion as required by the Cannabis Control Commission. Urban Grown Inc. will further promote equality among all employees and people as detailed in 935 CMR 500.101 (2)(e)(8). While there will be a preference for persons with a background in agriculture, we will hire the best person(s) regardless of age, sex and sexual orientation, or ethnic background. The Chief Operating Officer of Urban Grown Inc. has a medically diagnosed disability recognized under MGL. 151B and the Federal Americans with Disabilities Act of 1990, and has lived in an area of Disproportionate Impact (Holyoke).

UGI will establish specific Goals, Programs and Measurements to demonstrate our commitment to diversity. Our overarching goal is to attract, hire, retain and promote a workforce that reflects the diversity of the Commonwealth of Massachusetts. To complement this goal, we will work to create an environment in which each individual is valued for the strengths that she/he brings to our company.

Diversity Goal 1. To promote diversity and inclusion efforts in our supplier network that will provide increased access and opportunities to minority-owned and women-owned businesses.

Program 1. UGI will be actively involved in purchasing supplies and equipment whenever possible from women owned and minority owned businesses. To help achieve this goal we will use web searchable databases for Minority/Women/Disabled/Veterans/LGBTE businesses to select compatible businesses we will need and can involve as we get established and grow our marijuana cultivation business. Our next priority will be to purchase from businesses in areas of disproportionate impact and next local businesses.

Measurement and Accountability 1. To measure success in achieving in this goal UGI will keep records of involvement with minority-owned and women-owned businesses and review success in company meetings quarterly. Our farm cooperators will also be involved in these discussions and add their experiences to those of UGI leadership.

Diversity Goal 2. UGI will seek to hire the best qualified employees and in this process seek to meet diversity within our workforce.

Program 2. During our hiring process we expect to advertise positions in Amherst, Greenfield, Holyoke and Springfield, all towns/cities of disproportionate impact. In so doing we expect the pool of applicants will be quite diverse.

Measurement and Accountability 2. UGI will keep records of applicants and hires and continually make adjustments to ensure we meet our diversity goals in hiring decisions. As in academic and government positions UGI principals have worked in and supervised equal opportunity and minority hiring and will continue to follow the same guidelines in our business operations and workforce hiring.

Goal 1b. Urban Grown Inc. has held discussions with the Susan Stubbs, President and CEO of SERVICENET relative to us working in support of their farming and agricultural programs. The SERVICENET farm is in Hatfield MA and will be a place for ongoing and future collaboration. SERVICENET has a broad mandate for helping and providing essential services to people living with mental illness, developmental delay or disability, brain injury, homelessness, addiction, and other challenges. Urban Grown Inc. will interact with these groups as where appropriate in cooperation with the SERVICENET President and Staff.

HOURS OF OPERATION

Monday From: 7:30 AM	Monday To: 6:00 PM
Tuesday From: 7:30 AM	Tuesday To: 6:00 PM
Wednesday From: 7:30 AM	Wednesday To: 6:00 PM
Thursday From: 7:30 AM	Thursday To: 6:00 PM
Friday From: 7:30 AM	Friday To: 6:00 PM
Saturday From: 8:30 AM	Saturday To: 12:00 PM
Sunday From: 8:30 AM	Sunday To: 12:00 PM

(c) Management and Operational Profile

1. Business Registration with the Commonwealth of Massachusetts

Urban Grown Inc. which had a date of organization of January 13, 2017. Urban Grown INC. is a Domestic Profit Corporation with an Identification Number of 001256245.

2. Certificate of Good Standing with Corporation Division Secretary of Commonwealth

The Certificate of Good Standing for Urban Grown INC. has been attached as 1 page pdf from the Secretary of the Commonwealth of Massachusetts with the Certificate Number 18040583960.

3. Certificate of Good Standing of Tax Compliance from DOR

The Certificate of Good Standing has been issued by the Commissioner of Revenue (DOR) certifying that Urban Grown INC. is in compliance with tax obligations. The letter date May 7, 2018 has been attached.

4. Proposed Timeline for Beginning Operations

Our proposed time of beginning is the Fall 2018 with planting seeds as soon as authorized by the Cannabis Control Commission to grow a crop to maturity in two existing plastic covered greenhouses at the Long Plain Farm in Whately, MA.

5. Plan to obtain Liability Insurance

We have worked with the host farm who has liability insurance for the farm, and now have insurance for the cultivation activity in there greenhouses over and above their farm policy. This has been done and uploaded so as to comply with 935 CMR 500.101 (2)(e)(6) and 935 CMR 500.105(10).

6. Detailed Summary of Business Plan

Urban Grown INC.'s business plan for the Long Plain Farm site in Whately MA is based on beginning with two greenhouses in 2018 and after sales of marijuana to Marijuana Establishments and increasing the cultivation area to approximately 10,000 square feet of canopy in year 2 (2019). This will increase the cash return to Long Plain Farm and to Urban Grown INC. and be of benefit to the Town of Whately.

With a modest start in 2018 we have sufficient funds to begin the cultivation in two greenhouses and project enough cash flow to expand to 10,000 square feet without needing to take further funds from personal sources or borrow funds. A summary projection of the cash flow for the first 3 years of cultivation is shown below. This is drawn from a more detailed spreadsheet based on expenses and revenue from each year broken into the 4 quarters. Years 4 and 5 and beyond would be similar to year 3. In developing these projections we have used low to average yields and sale price for marijuana that are realistic and not exaggerated. Sufficient revenue is projected to allow flexibility for unexpected costs and contributions to the community and town.

Urban Grown Inc. Financials, Whately Cultivation - 3 year projection

SOURCES	Yr1 - 2018	Yr2- 2019	Yr3 - 2020	TOTAL
	\$ 704,000	\$ 1,742,667	\$1,892,667	\$ 4,339,333
Estimated Tax Liability (30%)	\$ (211,200)	\$ (522,800)	\$ (567,800)	\$ (1,301,800)
TOTAL Sources	\$ 492,800	\$ 1,219,867	\$ 1,324,867	\$ 3,037,533
USES	Yr1	Yr2	Yr3	TOTAL
Personnel				
Total Personnel	15,000	124,000	128,000	267,000
Fringe Benefits 25%	3,750	31,000	32,000	66,750
Total Personnel/Fringe	18,750	155,000	160,000	333,750
Consultants/Contractors				
Total Consultants/Contractors	15,000	45,750	61,000	121,750
Construction/Renovation				
Total Construction/Renovation	0	0	0	0
Equipment				
Total Equipment	27,800	24,000	0	51,800
Materials/Supplies				
Total Supplies	10,700	14,900	0	25,600
Promotion				
Total Promotion	3,000	6,000	6,000	15,000
Other Costs				
Legal, Accounting, Fees	6,800	6,500	6,500	19,800
Transfer to operating next year	100,000	250,000	250,000	600,000
Total Other Costs	106,800	256,500	256,500	619,800
Total Direct Costs	182,050	502,150	483,500	1,167,700
Indirect Costs (local & other costs/tax) 17%	30,949	85,366	82,195	198,509
TOTAL USES	212,999	587,516	565,695	1,366,209
SURPLUS/GAP	\$ 279,802	\$ 632,351	\$ 759,172	\$ 1,671,324

CANNASURE

INSURANCE SERVICES

2018 – 2019

Commercial General Liability Including Product Liability Insurance Proposal

Prepared for:

Urban Grown Inc
4 Keefe Ave
Holyoke, MA 01040

Prepared by:

CANNASURE INSURANCE SERVICES
1991 Crocker Road, Suite 320
Cleveland, Ohio 44145
P 800.420.5757 F 800.420.1975
CA License # 0H30190

Oct 11, 2018

QUOTE INFORMATION

Named Insured: Urban Grown Inc

Insurance Carrier: James River Insurance Company; A.M. Best Rated A (Excellent)

Admitted: No

Coverage: Commercial General Liability Including Product Liability

Policy Period: 12 Months

Premium: \$3,500.00

Fees: \$350.00 Carrier Fee
\$175.00 Administrative Fee

Taxes: \$140.00

Total: \$4,165.00 Excluding Terrorism*

TRIA: \$175.00 Additional Premium, Plus Tax

* Terrorism coverage is excluded, but coverage can be added for an additional premium. See TRIA Form.

25% Minimum Earned Premium

10% Retail Producer Commission

PLEASE MAKE YOUR CHECK PAYABLE TO: **CIS INSURANCE SERVICES, LLC**

PLEASE MAIL PAYMENT TO: **1991 Crocker Road, Suite 320
Cleveland, OH 44145**

SUBJECTIVITIES – ALL SUBJECTIVITIES REQUIRED PRIOR TO BINDING:

- Signed and currently dated copy of the full Cannasure application - must match quote
- Updated application indication cultivation location is equipped with a safe/vault - per email responses
- Signed and dated No Known Loss Letter - *James River form attached*
- Copies of all Product Labels/Catalog
- Copy of the insured's active license to grow, process or dispense marijuana (Medical and Recreational)
- Surplus Lines Diligent Search Form, completed by the retail agent **(STATE REQUIRED)**
- Completed and signed TRIA Acceptance or Rejection form required
- Completed, signed & dated Bind Request Form
- Insured must initial next to Premium Finance cancellation notice acknowledging they have read and understood (bind order request page)
- Signed and dated Surplus Lines Placement and Fee Agreement
- Favorable Loss Control Inspection (within 30 days of the effective date)
- Confirmation deposit or full term premium- *scanned copy of check required prior to binding*

No Coverage is bound until accepted and approved by Cannasure Insurance Services, LLC and James River Insurance Company. Rates are subject to change upon receipt of completed applications and loss runs. Signatures on the applications and the quotation are only good for 30 days.

PLEASE NOTE THAT WE WILL NOT PRESENT A BIND REQUEST TO THE CARRIER UNTIL ALL UNDERWRITING CONDITIONS ARE MET AND PAYMENT IS RECEIVED. THE CARRIER DOES NOT CONSIDER COVERAGE BOUND UNTIL CONFIRMED IN WRITING.

Consult the policy for all specific terms and conditions and complete policy exclusions

Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Applicant: Urban Grown Inc **Company:** James River Insurance Company

Quote Date: 10/9/2018

Proposed Policy Term: TBD - 12 Months

Description: Medical & Recreational Marijuana Cultivation

Schedule of Named Insureds

Urban Grown Inc

Terms and Conditions

Coverage

General Liability

Option A

Coverage Form

Claims Made

Retro Date

James River Policy

Inception

Limits

General Aggregate \$2,000,000

Each Occurrence \$1,000,000

Prod & Comp Ops Agg \$2,000,000

Medical Expense Excluded

Damages to Premises \$50,000

Personal & Advertising Injury \$1,000,000

Deductible

Deductible \$5,000

Per Claim

Class	Class Description	Exposure
52343A	Medical Marijuana - Mfg	400,000 Revenue
59774A	Recreational Marijuana - Mfg	400,000 Revenue

Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

	Option A
Premium:	\$3,500.00
Carrier Fee:	\$350.00
Administrative Fee:	\$175.00
Taxes:	\$140.00
Total Amount Due*:	\$4,165.00

TRIA:	\$175.00
Minimum Earned Percent:	25%

* Includes Premium amount, Company Fee, Inspection Fee, Cyber Liability premium, as applicable. Does not include TRIA premium.

Forms

See attached schedule. Additional limits may be subject to Retro date endorsement.

Audit Information

Audit Frequency	Annual	Audit Type	Physical
Exposure Base	800,000	Audit Rate	\$2.8000
Rating Basis	Gross Sales		

Contingencies

This quote is being offered by a non-admitted insurer subject to 100% minimum policy premium, with a 25% minimum earned. All taxes, fees and filing (if applicable) are the responsibility of the broker. Coverage is not bound without confirmation in writing from the Company.

This quote is subject to receipt and favorable review of the following prior to binding:

1. Signed and dated No Known Loss Letter. James River form attached.
2. Copies of all Product Labels.
3. Updated app indicating cultivation location is equipped with a safe/vault - per email responses
4. Active Marijuana License (Medical & Recreational)
5. Completed TRIA and SL tax form

List of Locations

149 Christian Lane,	City whatley	State MA	Zip 01373
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Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Forms to be Attached (Please click form name or number to open a specimen copy in another browser window):

LS0005US-0416	Commercial General Liability Policy Declarations
AP0001US-0403	Schedule A
CG0002-1207	Commercial General Liability Coverage Form -Claims Made
AP2702US-0107	Extended Reporting Period Endorsement
AP2704US-0406	Restricted Reporting Endorsement
AH2307US-1016	Deductible Endorsement - Damages and Expenses
AP2103US-0607	Minimum Policy Premium
AP2108US-0811	Supplementary Payments (Defense Costs) within Limits of Insurance
LS2010US-0505	Non-Stacking Endorsement
LS2025US-0907	Life Sciences Premium Endorsement
MC2130US-0403	Specified Products Liability Endorsement
AP2004US-0403	<Medical and Recreational Marijuana leaves, bud, flower, and trim;>
AP2007US-0307	Additional Insured - Managers or Lessors of Premises
AP2104US-1012	<where required by written contract or written agreement>
AP2107US-0403	Additional Insureds - Vendors
CG0068-0509	<where required by written contract or written agreement>
CG2135-1001	Common Policy Conditions
CG2136-0305	Binding Arbitration
CG2147-1207	Recording and Distribution of Material or Information in Violation of the Law Exclusion
CG2167-1204	Exclusion - Coverage C - Medical Payments
IL0021-0908	Exclusion - New Entities
AP2020US-1206	Employment-Related Practices Exclusion
AP2028US-0505	Fungi or Bacteria Exclusion
AP2031US-0411	Nuclear Energy Liability Exclusion
AP2032US-0518	Exclusion - Occupational Disease
AP2036US-1105	Exclusion - Electronic Media
AP2111US-1105	Exclusion - Cross Suits
AP5054US-0311	Exclusion - Employers Liability
AP5058US-1215	Absolute Pollution and Pollution Related Liability - Exclusion
AP5060US-1215	Exclusion - Punitive Damages
GC2131US-0403	Combined Policy Exclusions
LS2005US-1110	Exclusion - Business Conduct
LS2015US-0505	Exclusion - Smoking Products Health Hazard
MC2161US-0903	Fiduciary Exclusion
AP5027R-0115	Specified Products Exclusion Endorsement
CG2175-0115	Communicable Disease Exclusion
ILP001-0104	Exclusion - Designated Product(s)
AP0100US-0403	<Vaporizing devices of any kind including all components and accessories>
	Rejection of Coverage for Certified Acts of Terrorism Coverage
	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
	Privacy Policy

THE REQUEST FOR TAX PAYER INFORMATION AP5000 IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.



Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

POLICYHOLDER DISCLOSURE NOTICE

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (TRIA), effective November 26, 2002, as extended, you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. There is a \$100 billion dollar annual cap on losses arising out of acts of terrorism described above.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PERCENTAGE OF THAT PORTION OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have the right to purchase coverage for losses from certified acts of terrorism as described above. You must elect or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, an exclusion for terrorism will be attached to your policy and you will not be covered for terrorist acts.

YOU MUST SELECT ONE OF THE FOLLOWING BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM BELOW

- ELECT: I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of Quote option selected.
- DECLINE: I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that I will have no coverage for loss or damage resulting from acts of terrorism.

REMEMBER TO SELECT OR REJECT TERRORISM COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW. Return this form to your insurance agent. This selection or rejection notice must be received by the Company on or before the effective date of the policy.

Insured Name

Urban Grown Inc

Submission Number

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Policy Number



**DECLARATION OF NO KNOWN LOSS
NO MATERIAL CHANGE**

ATTENTION: **JAMES RIVER INSURANCE COMPANY**

POLICY NUMBER: TBD

APPLICANT/INSURED **Urban Grow Inc**

CORPORATE NAME:

The Applicant/Insured declares and warrants that after diligent inquiry, no claims or suits have been made against the applicant/insured or, against the corporate entity or any predecessor corporate entity prior to the date of this letter. Also, no Applicant, Named Insured(s), Additional Insured(s) or any person or entity which qualifies as an Insured has any knowledge of any incident, circumstance, act, error, omission or personal injury which may give rise to a claim being made against the Applicant, Insured, or against the corporate entity or any predecessor corporate entity.

The Applicant/Insured declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. The Applicant/Insured further declares and recognizes that this declaration is material to James River's acceptance of the risk and that Underwriters reserve the right to rescind coverage of any Policy that is issued as a result of this application if the statements set forth herein and any attachments are erroneous for any reason.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



NOTICE OF SURPLUS LINES PLACEMENT TO INSURED

CANNASURE INSURANCE SERVICES, LLC

PLEASE READ IT CAREFULLY

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with Cannasure Insurance Services, LLC, a surplus lines Broker, I have been advised that:

- The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and
- In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

NOTICE OF ADMINISTRATIVE FEE

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Agent and is part of the insurance contract. I also affirm that said fee is reasonable.

Amount of Administrative Fee: \$175

Signature of Named Insured

Date

CIS 1/17 ISLA

I/We _____ of _____ do hereby state that in _____, 20____, I/We directed _____ my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts.

I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed:

- A. The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations.**
- B. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.**

Signature by Assured _____
Print Name _____
Date: _____

THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER

Name of Insured _____ Address _____
Location of Property _____
Description: _____
Coverage: _____
Limit: _____ Premium _____

I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such.

License # _____ Signature _____ Date _____

A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her.

AFFIDAVIT BY SPECIAL BROKER

I, _____ of _____ in said county of _____ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 of Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof:

Company	NAIC#	Policy #	Premium
_____	_____	_____	_____
_____	_____	_____	_____

Amendments to Affidavit: () Increase () Decrease

_____	_____	_____	_____
_____	_____	_____	_____

I hereby verify the foregoing statements and declare that they were made under the penalties of perjury.

License # _____ Signature _____ Date _____

A copy of this affidavit must be kept in the Special Brokers File and the original filed with the Division of Insurance of the Commonwealth of Massachusetts within *twenty days* following date of procurement.

BIND REQUEST FORM

Named Insured: Urban Grow Inc

Type of Coverage: Commercial General Liability Including Product Liability

Insurance Carrier: James River Insurance Company

Effective Date: _____

Premium: \$3,500.00

Taxes/Fees: _____

Total: \$4,165.00

Please check one of the following:

I elect to pay the full premium amount within 30 days of binding coverage

I elect to finance the premium through CIS Insurance Services, LLC and pay in monthly installments to GOTO Premium Finance.

I elect to finance the premium through my retail agent (agreement to be provided upon binding)

*****Be advised that if policy cancels for Non-Payment to the Premium Finance Company coverage may be eligible for Reinstatement however a Lapse in Coverage may apply*****

_____ Insured's Initials

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Date: _____

*****PLEASE MAKE ALL CHECKS PAYABLE TO CIS INSURANCE SERVICES, LLC*****

Host Community Agreement Certification Form

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

Applicant

I, Stephen Herbert, (*insert name*) certify as an authorized representative of Urban Grown Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Whately, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 07/06/18 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Jonathan Edwards, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Whately (*insert name of host community*) to certify that the applicant and the Town of whately (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 07/06/18 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

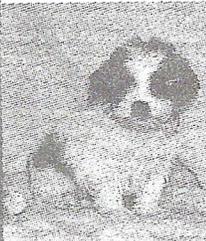
The Recorder

Classified

772-0148

Mon-Fri 8am-5pm

Online at www.recorder.com ~ Email at clasinfo@recorder.com

Legals 0900	Legals 0900	Legals 0900	MERCHANDISE 203-299	Fast Action Ads 203	Fast Action Ads 203	Miscellaneous 278
<p>TOWN OF GREENFIELD DEPARTMENT OF PUBLIC WORKS GREENFIELD, MASSACHUSETTS Advertisement for Bids</p> <p>Sealed Bids for the construction of the "SCADA System Installation Project, Town of Greenfield, MA. Bid # DPW 18-24" will be received by the Department of Public Works at the Department of Public Works Office, Room 208, at 14 Court Square, Greenfield, MA 01301 until 2:00 p.m. local time on May 31, 2018 at which time the Bids received will be publicly opened and read aloud in Room 203. Sealed Bids must have outer envelope marked as "SCADA System Installation Project, DPW 18-24, Town of Greenfield, MA."</p> <p>The work consists of removing the three Bristol Babcock controllers in the Water Pollution Control Facility (WPCF) and replacing them with new Programmable Logic Controllers (PLCs), including all programming to retain functionality; replacing the two SCADA computers located in the WPCF control room with two new SCADA computers and upgrading the existing SCADA software with the latest SCADA software; adding a new wireless Ethernet communications connection between the Operations Building and Disinfection Building; adding new cellular based communications network between the WPCF (Master) and 9 remote stations using PLC based Remote Telemetry Units (RTUs).</p> <p>All Bids for this project are subject to the provisions of Massachusetts General Laws Chapter 149, Section 44A - 44J inclusive. In accordance with Section 44D of Chapter 149 of the General Laws of Massachusetts as amended, the prospective General Bidders must submit with their Bid, a certificate of eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM), showing that the Bidder has been approved to bid on projects of the size and nature as advertised herein. Prospective General Bidders must also submit an updated statement summarizing their record for the period between the latest DCAMM certificate and the date of the Bid submittal. The DCAMM certificate of eligibility to be submitted by the General Bidder shall be for the category of work defined as "Electrical".</p> <p>Bidding Documents may be obtained electronically from the Town of Greenfield by contacting alan.twarog@greenfield-ma.gov or DPW@greenfield-ma.gov or by downloading them from the Purchasing Department's webpage at http://greenfield-ma.gov/p/290/Active-BidsRFQRF.</p> <p>The Bid Security from the bidder in the form of cash, certified check, treasurer's check, or cashier's check, drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Greenfield, Massachusetts and shall be enclosed with the bid.</p> <p>A 100% Performance Bond and 100% Payment Bond will be required of the successful bidder.</p> <p>A mandatory pre-bid site visit is scheduled for Tuesday, May 22, 2018 at 10am at the WPCF located at 384Rear Deerfield Street, Greenfield, MA.</p> <p>Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract. The responsive and responsible bidder offering the lowest price shall be awarded the project, subject to the availability of funding. The Town of Greenfield reserves the right to reject any or all bids or to waive any informalities in the bidding.</p> <p>The Contract/Bid/Proposal awarding authority is: Town of Greenfield Department of Public Works Greenfield, Massachusetts May 16, 2018</p>	<p>LEGAL NOTICE</p> <p>Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29, 2018 at the Whately Town Offices Conference Room, 4 Sandy Lane, Whately, MA at 6:30pm. The proposed Marijuana Establishment is to cultivate cannabis in greenhouses at Long Plain Farm, 149 Christian Lane, Whately. There will be an opportunity for the public to ask questions.</p> <p>3421074 May 23</p> <p>Notice of Public Hearing Buckland Board of Health</p> <p>The Buckland Board of Health will conduct a Public Hearing on Wednesday, June 13, 2018, at 7:00 p.m. at Buckland Town Hall, 17 State Street. The purpose of the Hearing is to solicit public comment on Draft Regulations to Ensure the Sanitary and Safe Operations of Marijuana Establishments and the Sale of Marijuana in the Town of Buckland. Said regulations pertain to topics of minimum legal sales age, operating permits, compliance with existing State regulations regarding food manufacturing practice and sanitary codes, among others. Copies of the draft regulations may be obtained at Town Hall during regular business hours, or by email. Please email martierfghoh@gmail.com and include the description "draft marijuana regulations" in the subject line.</p> <p>3421120 May 23</p> <p>"Notice of Permit Application" pursuant to M. G. L. Chapter 91</p> <p>Massachusetts Department of Environmental Protection-Waterways Program Waterways Permit Application Number W18-5253 Applicant: FirstLight Power Resources</p> <p>NOTIFICATION DATE: Friday, May 25, 2018</p> <p>Public notice is hereby given of a Chapter 91 Waterways Permit Application by FirstLight Power Resources to temporarily deploy a network of nets in a discrete reach the Connecticut River as a test project related to the Federal Energy Regulatory Commission (FERC) relicensing of the Northfield Mountain Pumped Storage Hydroelectric Project.</p>	<p>17" FORD 33-34 WIRE RIMS \$75 both (413) 563-2127</p> <p>1969 PONTIAC CATALINA HOOD Good \$75 4135632127</p> <p>3 RED SOX TICKETS May 25 face value \$44 ea \$100 BO (413) 774-3622</p> <p>4 HONDA CRV 15" STEEL RIMS/TIRES FOR '97-01 \$45 Lv Msg (413) 775-2106</p> <p>6 HP, MURRAY ROTOTILLER Runs Excellent, \$500 (413) 773-3415</p> <p>85 SONY CD-R CD-R > \$35 per disc BO \$30 (413) 774-3622</p> <p>AB LOUNGER Exercise equipment. Like new \$25 (413) 772-6202</p>	<p>BEAUTIFUL Dropleaf din rm.tbl.4 chairs \$150 (413) 648-5235</p> <p>BICYCLE Schwinn Grape Krate \$450 (413) 336-3870</p> <p>CRAFT ITEMS Tote of misc Craft items \$10 (413) 625-8149</p> <p>CRAFTSMAN 6.5 HP LAWN MOWER Excellent \$100 (413) 563-2127</p> <p>DIRT DEVIL Corded Hand held Vac x Bags \$10 (413) 625-8149</p> <p>ELEC. SMOKER "Big Chief" -- new. \$100 (413) 774-6595</p> <p>FREE PRINTER Used laser printer in good working condition. \$0 (413) 773-9269</p> <p>FUTON 2 end tables, coffee table, 2 storage drawers. \$400 neg. (413) 863-4884</p> <p>HAIER AIR CONDITIONER works good \$50 w/remote 978-544-6282 Warwick</p> <p>KENNEDY 1/2 DOLLARS IN BOOK 36 coins 1971 & up \$70 obo (413) 774-2809</p> <p>KUERIG COFFEE MACHINE Elite 40, barely used \$50 (413) 773-3415</p> <p>LAWN CART Pull behind tractor. Large flotation tires \$150 (413) 772-6202</p> <p>LAWN MOWER YARD MAN 21" easy start \$125 (413) 648-5296</p> <p>LAWN MOWER 41/2 hp 22" lawn mower SP Murray \$100 (413) 648-5296</p> <p>LAWN MOWER craftsman 6 1/4 hp 21" \$125 (413) 648-5296</p> <p>LL BEAN SLEEPING BAG \$10 (413) 625-8149</p> <p>LL BEAN SLEEPING BAG Green LL Bean Sleeping Bag \$10 (413) 625-8149</p>	<p>PINE LIGHTED HUTCH Cabinet excellent \$450 (413) 563-2127</p> <p>RED RASPBERRY PLANTS \$2 to \$3 per plant (413) 774-3622</p> <p>SCOTT'S DROP SPREADER metal good shape. \$20 (978) 544-6282 Warwick</p> <p>SICKLE BAR MOWER 7' New sections \$480 (413) 772-6202</p> <p>SONY DVD-R >\$1 PER DISC 60 plus DVD-R \$25 B.O. (413) 774-3622</p> <p>SPORTCRAFT Multi game table good condition with manual \$40 (413)648-9889</p> <p>SUPER BRONCO ROTATILLER excellent condition \$300 (413) 773-3285</p> <p>TOOLS 13" Snojoe Snow Shovel 2yrs. old don't run \$0 (413) 863-8236 b&c</p> <p>TOOLS Badger House Jack 2x14 18" tall \$50 (413) 648-5235</p> <p>TOOLS Tree climbing spikes W/harness \$90.00 (413) 648-5235</p> <p>WANTED FREE lawn tractors etc for parts (413) 522-4773</p> <p>WANTED Free appliances for parts NO TVs Free LOCAL pick up. 413-773-8204</p>	<p>Free piano in Lev transport. 1930s C spinet played by mother. 413-367-2</p> <p>LADIES GOLF CO son Prostaff, cor with bag. Barely u 413-772-1016</p> <p>LARGE ABOVE POOL you take a 2 pool ladders, ski (413)863-5103</p> <p>LARGE TRAMPOL excellent condition. swing two sw (413)863-5103</p> <p>SM MANTIS Stroke Honda Er Carb. Rebuilt Er 413-665-3068</p>	
			<p>Adopting a Pet?</p>  <p>Visit us in Leverett. Spay/Neuter surgery available in Springfield.</p> <p>Springfield Adoption &</p>	<p>Hay/Feed/Fertilizer 254</p> <p>HAY FOR SALE 2017, First cutting, \$4/bale. Call 413-628-4451</p> <p>HAY FOR SALE \$4 PER BALE Pick up at the farm, Hawley, (413)339-4319</p> <p>QUALITY 1ST & 2ND CUT HAY, also mulch hay. Call 413-772-6607 or 413-772-0348</p>		<p>Wood/Wood 296</p> <p>SCREENED FIB 16" Cut, split & Allard Bros. (413)</p> <p>ANIMALS 305-3</p> <p>Dogs & Cats 305</p> <p>ADOPT LEVER DAKI HUMANES has terrific c and small : 413-548- www.dakinht</p> <p>BUSINESS FINAN 405-</p>

Host Community Outreach Meeting notice distribution list to Town Offices and Committees

Town Administrator
Town Clerk
Planning Board
Selectmen Board
Board of Health
Fire chief
Police chief
Highway chief
Conservation Commission
Ag Commission
Cemetery Commission
Historical Commission
Board of Assessors
Water Superintendent
Whately Library

The Host Community Outreach Meeting date was also listed on the Whately Town Webpage at our (UGI's) request.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29, 2018 at the Whately Town Offices Conference Room, 4 Sandy Lane, Whately, MA at 6:30pm. The proposed Marijuana Establishment is to cultivate cannabis in greenhouses at Long Plain Farm, 149 Christian Lane, Whately. There will be an opportunity for the public to ask questions.

Community Outreach Meeting Attestation Form

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

I, Stephen J. Herbert, (*insert name*) attest as an authorized representative of Urban Grown Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 29, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 22, 2018 and May 23, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 16, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on Hand delivered May 22, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

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



Meeting Notice

Hand Delivered

Dear Abutter to 149 Christian Lane, Whately

Your home/property line is located within 300 feet of a property line where there is a proposed facility to cultivate adult use cannabis in greenhouses. Most properties will be more than 300 feet from the actual greenhouses to be used in cultivation of cannabis. Below is a notice announcement for an upcoming meeting.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29, 2018 at the Whately Town Offices Conference Room, 4 Sandy Lane, Whately, MA at 6:30pm. The proposed Marijuana Establishment is to cultivate cannabis in greenhouses at Long Plain Farm, 149 Christian Lane, Whately. There will be an opportunity for the public to ask questions.

Urban Grown Inc. Compliance with local Codes, Ordinances, and Bylaws

In accordance with 935 CMR 500.101(1)(a)(10) Urban Grown Inc.(UGI) has been working with Town Officials and Boards from the Town of Whately, MA to insure full compliance with local codes, ordinances, and bylaws for the intended site of operation 149 Christian Lane, Whately MA. Specifically, following the execution of a Community Outreach Meeting on (May 29, 2018), per the requirements of 935 CMR 500.101 (2)(b) 7, and the execution of a Host Community Agreement (July 6, 2018). UGI first met with the Whately Planning Board July 31, 2018 and filed an applications per Whately Zoning By-Law (Chapter 171 - Zoning ~171-8 and ~171-28.6 Adult Use Recreational and Medical Marijuana Establishments [Amended 4-24-2018]). UGI met again with the Whately Planning Board on October 16, 2018. UGI has also met with the Whately MA Zoning Board of Appeals (October 11, 2018) relative to the acquisition of a Special Permit as required by the Whately Zoning By Law (Chapter 171 - Zoning ~171-8 and ~171-28.6 Adult Use Recreational and Medical Marijuana Establishments [Amended 4-24-2018]).

The UGI site at 149 Christian Lane, Whately MA has been deemed appropriate by the Zoning Board of Appeals and we anticipate letters of approval provided by the Planning and Zoning Boards in late November and early December from both boards respectively. Furthermore, UGI has met with the Whately MA Chief of Police (August 28, 2018) in order to review the UGI security plan for the intended site at 149 Christian Lane, Whately MA.



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: URBAN GROWN INC.

2. Current registered office address:

Name: LEGALINC CORPORATE SERVICES INC.

No. and Street: 1900 WEST PARK DRIVE

SUITE 280B

City or Town: WESTBOROUGH State: MA Zip: 01581 Country: USA

3. The following supplemental information has changed:

 Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	STEPHEN HERBERT	81 SHATTUCK RD HADLEY, MA 01035 USA
TREASURER	SCOTT J SOARES	39 ALBERNARLE RD LONGMEADOW, MA 01106 USA
SECRETARY	STEPHEN HERBERT	81 SHATTUCKRD HADLEY, MA 01035 USA
CEO	STEPHEN HERBERT	81 SHATTUCK RD HADLEY, MA 01035 USA
CFO	SCOTT J SOARES	39 ALBERNARLE RD LONGMEADOW, MA 01106 USA
CHIEF OPERATING OFFICER	MICHAEL HERBERT	4 KEEFE AVE HOLYOKE, MA 01040 USA
VICE PRESIDENT	MICHAEL HERBERT	4 KEEFE AVE HOLYOKE, MA 01040 USA
DIRECTOR	MICHAEL HERBERT	4 KEEFE AVE HOLYOKE, MA 01040 USA
DIRECTOR	STEPHEN HERBERT	81 SHATTUCK RD HADLEY, MA 01035 USA

 Fiscal year end:

December

 Type of business in which the corporation intends to engage:

AGRICULTURAL & RESEARCH INDUSTRY

 Principal office address:

No. and Street: 4 KEEFE AVENUE
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

___ g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 4 KEEFE AVENUE
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

which is

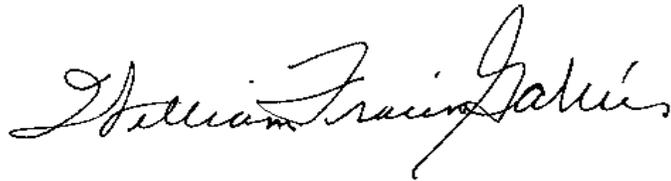
its principal office
 an office of its secretary/assistant secretary
 an office of its transfer agent
 its registered office

**Signed by STEPHEN HERBERT , its OTHER OFFICER
on this 2 Day of July, 2018**

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:

July 02, 2018 03:20 PM

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

BYLAWS OF Urban Grown Inc.
(the "Corporation")

ARTICLE I
ARTICLES OF ORGANIZATION, CORPORATE SEAL AND
FISCAL YEAR

Section 1. Purpose. The name and purposes of Urban Grown Inc. (hereinafter "Corporation") shall be as set forth in the Articles of Organization. These by-laws, the powers of the Corporation, Board of Directors and Officers and all matters concerning the conduct and regulation of the affairs of the Corporation shall be subject to the Articles of Organization as in effect from time to time.

Section 2. Registered Office. The registered office shall be 4 Keefe Avenue. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the board of Trustees may from time to time determine or the business of the corporation may require.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and the end of the last day of December, unless otherwise determined by the Board of Directors.

Section 4 Corporate Seal. The Corporate seal shall be in a form determined from time to time by the Board of Directors.

Article II. SHAREHOLDERS

Section 1. Annual Meeting

1. A meeting of the Shareholders of the Corporation (the "Shareholders") will be held annually on a date agreeable to all share holders for the purpose of electing directors (the "Directors") of the Corporation and for the purpose of doing other business as may come before the meeting. If the

day fixed for the annual meeting is a legal holiday in the Commonwealth of Massachusetts, the annual meeting will be held on the next succeeding business day or on a date determined by the board of directors for the Corporation (the "Board") that is no later than two weeks after the date specified in the meeting notice.

2. The Corporation must hold its annual meeting within the earlier of:
 - a. 6 months after the end of the Corporation's fiscal year;
 - b. 15 months after its last annual meeting.

If the annual meeting is not held within that time period then any shareholder entitled to participate in the meeting may apply to the superior court of the county where the Corporation's principal office, or, if none in the commonwealth of Massachusetts, its registered office, is located to fix the time and place of the meeting.

Section 2. Special Meetings

1. Unless otherwise prescribed by statute, special meetings of the Shareholders, for any purpose or purposes, may only be called in the following ways:
 - a. By a majority of the Board; or
 - b. By the chief executive officer (the "Chief Executive Officer"); or
 - c. By the holders of shares entitled to cast in total not less than 10 percent of the votes on any issue proposed for the meeting where written requests describing the purpose or purposes for the special meeting are signed, dated and delivered to a member of the Board or other Officer of the Corporation.
2. The Board will determine the time, place and date of any special meeting provided that, in the case of a special meeting called by the requisite percentage of Shareholders in accordance with these Bylaws, the Board will issue notice of the special meeting within 30 days of receipt of the written demand(s) by the relevant Officer of the Corporation.

Section 3. Place of Meeting

1. The annual meetings or special meetings of the Shareholders may be held at any place in or out of the Commonwealth of Massachusetts at a place to be determined at the discretion of the Board. If no designation of the location is made for any annual or special meeting of the Shareholders, the place of the meeting will be the Principal Office of the Corporation. The Corporation must hold its annual meeting within the earlier of: a) six months after the end of the Corporation's fiscal year or; b) fifteen months after its last annual meeting. If an annual meeting is not held within that time period, a Shareholder may direct a request in writing to the Chairman of the Board of the Corporation to hold the annual meeting. If a notice of meeting is not given within 60 days of that request then any Shareholder entitled to vote at an annual meeting may apply to any court having jurisdiction for an order directing that the meeting be held and fixing the time and place of the meeting.

Section 4. Notice of Meetings

1. The written notice of any meeting will be given not less than 7 days, but not more than 60 days before the date of the meeting to each Shareholder entitled to vote at that meeting. The written notice of the meeting will state the place, date and hour of the meeting, the means of remote communications, if any, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.
2. If mailed, notice is given when the notice is deposited in the United States mail, postage prepaid, and directed to the Shareholder at the address of the Shareholder as it appears on the records of the Corporation. An affidavit of the Chief Executive Officer of the Corporation or an agent of the Chief Executive Officer of the Corporation that the notice has been given will, in the absence of fraud, be prima facie evidence of the facts stated in the notice.
3. A written waiver, signed by the person entitled to a notice of meeting, or a waiver by electronic transmission by the person entitled to that notice, whether before or after the time stated in the notice, will be deemed equivalent to the person receiving the notice. Further, attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Sectoin 5. Consent of Shareholders in Lieu of Meeting

1. Any action to be taken at any annual or special meeting of Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the matter were present and voted is delivered to the Corporation. Every written consent will bear the date of signature of each Shareholder who signs the consent. However, no written consent will be effective unless the consent is delivered, either by hand or by certified or registered mail, within 90 days of the earliest dated consent, to the Corporation to be filed with the records of proceedings of the Shareholders.

Section 6. Remote Communication Meetings

1. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Shareholders not present in the same physical location may simultaneously communicate with each other.
2. Where permitted under the statutes and regulations of the Commonwealth of Massachusetts, and in the sole and reasonable discretion of the Board of Directors, a meeting of Shareholders of the Corporation may be held at a specific location or may be held by any means of remote communication. Where a meeting will employ remote communication, one or more Shareholders may participate by means of remote communication or the meeting may be held solely by means of remote communication at the sole discretion of the Board of Directors. Where any remote communication is used in a Shareholder meeting, all persons authorized to vote or take other action at the meeting must be able to hear each other during the meeting and each person will have a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting. All votes or other actions taken at the meeting by means of electronic transmission must be maintained as a matter of record by the Corporation.

Section 7. List of Shareholders Entitled to Vote

1. The Officer who has charge of the Shareholders' List of the Corporation will prepare and make, not more than 70 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Shareholder and the number of shares of stock registered in the name of each Shareholder. The list

must be available for inspection by any Shareholder beginning two days after the meeting is announced and continuing through the meeting. The list must be provided for any purpose related to the meeting:

- a. On a reasonably accessible electronic network, so long as the information required to access the list is provided with the notice of the meeting; or
 - b. During ordinary business hours, at the Principal Office of the Corporation or at a place identified in the meeting notice in the city where the meeting will be held.
2. If the Corporation decides to make the list available on an electronic network, the Corporation will ensure that this information is available only to Shareholders of the Corporation. If the meeting is to be held at a physical location, then the list will be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any Shareholder who is present.
 3. If the meeting is to be held solely by means of remote communication, then the list will also be open to the examination of any Shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list will be provided with the notice of the meeting.
 4. If any Director willfully neglects or refuses to produce the list of Shareholders at any meeting for the election of Directors, or to open such a list to examination on a reasonably accessible electronic network during any meeting for the election of Directors held solely by means of remote communication, those Directors will be ineligible for election to any office at that meeting.
 5. The Shareholders' List will be the only evidence as to who are the Shareholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of Shareholders.

Section 8. Quorum and Required Vote

1. A minimum of 100 percent of the shares entitled to vote, present in person or represented by proxy, will constitute a quorum entitled to take action at a meeting of Shareholders.

2. In all matters other than the election of Directors, any act of the Shareholders must be passed by an affirmative vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter.
3. Directors will be elected by a majority of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of Directors.
4. Where a separate vote by a class or series or classes or series of shares ("Eligible Shares") is required, 100 percent of the outstanding Eligible Shares present in person or represented by proxy, will constitute a quorum entitled to take action with respect to that vote on that matter. Any act to be taken must be passed by an affirmative vote of the majority of the outstanding Eligible Shares present in person or represented by proxy.

Section 9. Shareholders Voting Rights and Proxies

1. Subject to the Articles of Organization, each Shareholder will be entitled to one vote for each share of stock held by that Shareholder.
2. Each Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for that Shareholder by proxy, but no proxy will be valid after 11 months from the date of its execution unless the proxy provides for a longer period.
3. Execution of a proxy may be accomplished by the Shareholder or by the authorized Officer, Director, employee or agent of the Shareholder, signing the writing or causing that person's signature to be affixed to the writing by any reasonable means including, but not limited to, by facsimile signature.
4. A duly executed proxy will be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the shares or an interest in the Corporation generally.

Section 10. Voting Rights of Fiduciaries, Pledgers and Joint Owners of Shares

1. Persons holding shares in a fiduciary capacity will be entitled to vote the shares so held. Persons whose shares are pledged will be entitled to vote, unless, in the transfer by the pledger on the books of the Corporation, that person has expressly empowered the pledgee to vote the shares, in which case only the pledgee, or that pledgee's proxy, may represent and vote the shares.

Article III. BOARD OF DIRECTORS

Section 1. General Powers

1. The business and affairs of the Corporation will be managed by or under the direction of the Board.

Section 2. Number, Tenure and Quorum

1. The Board will consist of three members, each of whom will be a natural person. Directors need not be Shareholders. Each Director will hold office until that Director's successor is elected and qualified or until that Director's earlier resignation or removal. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. In order to transact business at a meeting of the Directors, a quorum of 100 percent of the total number of Directors eligible to vote will be required. The vote of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

Section 3. Regular Meetings

1. By resolution, the Board may provide the time and place, either within or without the Commonwealth of Massachusetts, for the holding of regular meetings without any notice other than that resolution.

Section 4. Special Meetings

1. Special meetings of the Board may be called by or at the request of the Chairman of the Board or by a majority of the Directors. The person or persons calling that special meeting of the Board may fix any date, time or place, either within or without the Commonwealth of Massachusetts, to be the date, time and place for holding that special meeting.

Section 5. Notice

1. Written notice of the date, time, and place of a special meeting of the Board will be given at least 14 days prior to the date set for that meeting. The written notice can be given personally, by mail, by private carrier, by telegraph, by telephone facsimile, or by any other manner as permitted by the Massachusetts Business Corporation Act. The notice will be given by the Chief Executive Officer of the Corporation or an agent of the Chief Executive Officer or one of the persons authorized to call Directors' meetings.
2. If written notice is mailed, correctly addressed to a Director's address as provided in the Corporation's current records, the notice will be deemed to have been given to that Director at the time of mailing. If written notice is sent by private carrier or if the written notice is sent by United States mail, postage prepaid and by registered or certified mail, return receipt requested, the notice will be deemed to have been given to a Director on the date shown on the return receipt. Otherwise notice is effective when received by a Director.
3. Notice of any Directors' meeting may be waived by a Director before or after the date and time of the meeting. The waiver must be in writing, must be signed by a Director, and must be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The attendance of a Director at a meeting of the Board will constitute a waiver of notice of that meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

Section 6. Action by Directors Without a Meeting

1. Any action to be taken at any meeting of the Board or of any committee of the Board may be taken without a meeting if all members of the Board or committee, as the case may be, consent to it in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. This filing will be in paper form if the minutes are maintained in paper form and will be in electronic form if the minutes are maintained in electronic form.

Section 7. Remote Communication Meetings

1. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future

by which Directors not present in the same physical location may simultaneously communicate with each other.

2. A meeting of the Board may be held by any means of remote communication by which all persons authorized to vote or take other action at the meeting can hear each other during the meeting and each person has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.

Section 8. Vacancies and Newly Created Directorships

1. When vacancies or newly created directorships resulting from any increase in the authorized number of Directors occur, a majority of the Directors then in office, although less than a quorum, or a sole remaining Director will have the power to appoint new Directors to fill this vacancy or vacancies. Each new Director so chosen will hold office until the next annual meeting of the Shareholders.
2. If at any time, by reason of death or resignation or other cause, the Corporation should have no Directors in office, then any Officer or any Shareholder or an executor, administrator, trustee or guardian of a Shareholder, or other fiduciary entrusted with like responsibility for the person or estate of a Shareholder, may call a special meeting of Shareholders for an election to fill the vacancy.
3. When one or more Directors resign from the Board and the resignation is to become effective at a future date, a majority of the Directors then in office, including those who have so resigned, will have the power to appoint new Directors to fill this vacancy or vacancies. The appointments of these new Directors will take effect when the resignation or resignations are to become effective, and each new Director so chosen will hold office until the next annual meeting of the Shareholders.

Sectoin 9. Removal

1. Any Director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors at a special meeting of the Shareholders called for that purpose. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove him or her.

Section 10. Organization

1. Meetings of the Board will be presided over by the Chairman of the Board, or in the Chairman's absence by the Chief Executive Officer, or in the Chief Executive Officer's absence, the President or in the absence of all three, by a Director chosen at the meeting. An agent of the Chief Executive Officer will act as secretary of the meeting, but in the absence of an agent of the Chief Executive Officer, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Section 11. Chairman of the Board

1. The Chairman of the Board, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board.

Section 12. Compensation

1. The Board will, by resolution, fix the fees and other compensation for the Directors for their services as Directors, including their services as members of committees of the Board. All changes to Director compensation are subject to ratification by the Shareholders.

Section 13. Presumption of Assent

1. A Director of the Corporation who is present at a meeting of the Board will be presumed to have assented to an action taken on any corporate matter at the meeting unless:
 - a. The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting;
 - b. The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
 - c. The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before the adjournment of the meeting or to the Corporation within a reasonable time after adjournment of the meeting.
2. Any right to dissent or abstain from the action will not apply to a Director who voted in favor of that action.

Article IV. COMMITTEES

Section 1. Appointment

1. The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation or other persons as may be designated by an affirmative vote of the Board. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.
2. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not that member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member.
3. The committee or committees, to the extent provided in the charge of the committee as a resolution of the Board, will have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. No such committee will have the power or authority in reference to the following matters:
 - a. Approving or adopting, or recommending to the Shareholders, any action or matter (other than the election or removal of Directors) expressly required by the Massachusetts Business Corporation Act to be submitted to Shareholders for approval; or
 - b. Adopting, amending or repealing any Bylaw of the Corporation.

Section 2. Tenure

1. Each member of a committee will serve at the pleasure of the Board.

Section 3. Meetings and Notice

1. The method by which Directors' meetings may be called and the notice requirements for these meetings as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Section 4. Quorum

1. The requirements for a quorum for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Section 5. Action Without a Meeting

1. The requirements and procedures for actions without a meeting for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Section 6. Resignation and Removal

1. Any member of a committee may be removed at any time, with or without cause, by a resolution adopted by a majority of the full Board. Any member of a committee may resign from the committee at any time by giving written notice to the Chairman of the Board of the Corporation, and unless otherwise specified in the notice, the acceptance of this resignation will not be necessary to make it effective.

Section 7. Vacancies

1. Any vacancy in a committee may be filled by a resolution adopted by a majority of the full Board.

Section 8. Committee Rules of Procedure

1. A committee will elect a presiding officer from its members and may fix its own rules of procedure provided they are not inconsistent with these Bylaws or the charge of the committee as a resolution of the Board. A committee will keep regular minutes of its proceedings, and report those minutes to the Board at the first subsequent meeting of the Board.

Article V. OFFICERS

Section 1. Appointment of Officers

1. The officers of the Corporation will consist of the Chief Executive Officer, a chief operating officer (the "Chief Operating Officer"), a president (the "President"), a chief financial officer (the "Chief Financial Officer"), one or more vice presidents (individually the "Vice President" and collectively the "Vice Presidents"), and any other Officers and assistant officers as determined in these Bylaws or the Articles of Organization or by the Board.

2. The Officers will be appointed by the Incorporators of the Corporation. Any appointee may hold one or more offices.

Section 2. Term of Office

1. Each Officer will hold office until a successor is duly appointed and qualified or until the Officer's death or until the Officer resigns or is removed as provided in these Bylaws.

Section 3. Removal

1. Any Officer or agent appointed by the Board or by the Incorporators may be removed by the Board at any time with or without cause, provided, however, any contractual rights of that person, if any, will not be prejudiced by the removal.

Section 4. Vacancies

1. The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise.

Section 5. Chief Executive Officer

1. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Chief Executive Officer will be:
 - a. To have the general management and supervision, direction and control of the business and affairs of the Corporation;
 - b. To preside at all meetings of the Shareholders and at meetings of the Board when the Chairman of the Board is absent;
 - c. To call meetings of the Shareholders to be held at such times and at such places as the Chief Executive Officer will deem proper within the limitations prescribed by law or by these bylaws;
 - d. To ensure that all orders and resolutions of the Board are effectively carried out;

- e. To maintain records of and certify, whenever necessary, all proceedings of the Board and the Shareholders;
- f. To put the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the opinion of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for the Corporation's shares; and, subject to the instructions of the Board, to have general charge of the property of the Corporation and to supervise and manage all Officers, agents and employees of the Corporation; and
- g. To perform all other duties and carry out other responsibilities as determined by the Board.

Section 6. Chief Operating Officer

1. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Chief Operating Officer will include:
 - a. To have general management and supervision, direction and control over the day to day business dealings of the Corporation;
 - b. The design, operation, and improvement of the systems that create and deliver the firm's products and services;
 - c. To ensure compliance with the Corporation's policies and procedures;
 - d. To manage business relationships with key suppliers and receivers of the Corporation's products and to ensure that the Corporation's products and services meet standards of quality and cost effectiveness;
 - e. To develop and implement space-planning strategies to accommodate current and future organizational needs;
 - f. To coordinate staff for coverage in all related areas of the corporation's production and business activities;

- g. To assist in attaining the Corporation's established operational and financial goals; and
- h. To perform all other duties and carry out other responsibilities as prescribed by the Board or the Chief Executive Officer.

Section 7. Chief Financial Officer

1. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Chief Financial Officer will be:
 - a. To keep accurate financial records for the Corporation;
 - b. To deposit all money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board;
 - c. To endorse for deposit all notes, checks, drafts received by the Corporation as instructed by the Board, making proper vouchers for them;
 - d. To disburse or to cause disbursement of corporate funds and issue checks and drafts in the name of the Corporation, as instructed by the Board;
 - e. To submit to the Chief Executive Officer and the Board, as requested, an account of all transactions by the Chief Financial Officer and the financial condition of the Corporation;
 - f. To prepare and submit or cause to be prepared and submitted to the Board annual reports detailing the financial status of the Corporation; and
 - g. To perform all other duties and carry out other responsibilities as prescribed by the Board or the Chief Executive Officer.

Section 8. President

1. The President will perform any duties as may from time to time be delegated by the Board or by the Chief Executive Officer.

Section 9. Vice President

1. If the President is not available or dies, is incapacitated or refuses to act, any Vice President, with the consent of the majority of the Board, may perform the duties of the President, unless a Vice President was previously appointed by the President to take over the President's duties, and when so acting, the Vice President will be subject to the same powers and limitations of the President. The Vice President will perform any other duties as from time to time may be delegated to the Vice President by the President or by the Board and may include:
 - a. Preparing the minutes of the meetings of the Shareholders and meetings of the Board and store them in one or more books provided for that purpose;
 - b. Authenticating the records of the Corporation as will from time to time be required;
 - c. Ensuring that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
 - d. Acting as custodian of the corporate records and of the corporate seal, if any, and ensuring that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized;
 - e. Keeping a register of the mailing address of each Shareholder;
 - f. Signing with the President, or a Vice President, certificates for shares of the Corporation, the issuance of which will have been authorized by a resolution of the Board;
 - g. Having general charge of the Shareholders' List of the Corporation; and
 - h. Performing all duties incidental to the office of the agent of the Chief Executive Officer and any other duties as from time to time may be delegated to the agent of the Chief Executive Officer by the Chief Executive Officer or the Board.

Section 10. Delegation of Authority

1. The Board reserves the authority to delegate the powers of any Officer to any other Officer or agent, notwithstanding any provision in these Bylaws.

Article VI. LOANS, CHECKS, DEPOSITS, CONTRACTS

Section 1. Loans

1. Without authorization by a resolution of the Board, the Corporation is prohibited from making or accepting loans in its name, or issuing evidences of indebtedness in its name. The authorization of the Board for the Corporation to perform these acts can be general or specific.

Section 2. Checks, Drafts, Notes

1. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation must be signed by a designated Officer or Officers, agent or agents of the Corporation and in a manner as will from time to time be determined by resolution of the Board.

Section 3. Deposits

1. All funds of the Corporation not otherwise used will be deposited to the credit of the Corporation in banks, trust companies, or other depositories designated by the Board.

Section 4. Voting Securities Held by the Corporation

1. The Chief Executive Officer, or another Officer or agent designated by the Board will, with full power and authority attend, act, and vote, on behalf of the Corporation, at any meeting of security holders or interest holders of other corporations or entities in which the Corporation may hold securities or interests. At that meeting, the Chief Executive Officer or other delegated agent will have and execute any and all rights and powers incidental to the ownership of the securities or interests that the Corporation holds.

Section 5. Contracts

1. The Board may give authority to any Officer or agent, to make any contract or execute and deliver any instrument in the name of the Corporation and on its behalf, and that authority may be general or specific.

Section 6. Conflict of Interest by Directors

1. A Director or Officer of the Corporation will be disqualified from voting as a Director or Officer on a specific matter where that Director or Officer deals or contracts with the Corporation either as a vendor or purchaser.
2. A Director or Officer of the Corporation will not be disqualified as a Director or Officer for the sole reason that the Director or Officer deals or contracts with the Corporation either as a vendor, purchaser, or otherwise.

Section 7. Loans to Employees and Officers

1. The Corporation may not lend money to, or guaranty any obligation of, or otherwise assist, any Officer or employee of the Corporation or of any subsidiary of the Corporation, including any Officer or employee who is a Director of the Corporation or any subsidiary of the Corporation.

Article VII. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

The Corporation shall to the extent legally permissible indemnify each of its present and former directors, officers, employees and agents, and any persons who serve or have served, at the Corporation's request, as Director, officers, employees or agents of another organization or in a capacity with respect to any employee benefit plan (and the heirs, executors and administrators of the foregoing) (the "Agent") against all expenses and liabilities which he has reasonably incurred in connection with or arising out of any action or threatened action, suit or proceeding in which he may be involved by reason of his being or having been an Agent, such expenses and liabilities to include, but not be limited to, judgments, court costs and attorney's fees and the cost of reasonable settlements, provided no such indemnification shall be made in relation to matters as to which such Agent shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief, that his action was in the best interests of the Corporation, or, in the case of a person who serves or has served in a capacity with respect to an employee benefit plan, in the best interests of the

participants or beneficiaries of such plan.

The Corporation may reimburse an Agent for expenses incurred in defending a civil or criminal action or proceeding upon receipt of an undertaking by him to repay such reimbursement if he shall be adjudicated to be not entitled to indemnification hereunder, which undertaking may be accepted regardless of the financial ability of the Agent to make repayment. In the event that a settlement or compromise of such action, suit or proceeding is effected, indemnification may be had but only if the Board of Directors shall have been furnished with an opinion of counsel for the Corporation to the effect that such settlement or compromise is in the best interest of the Corporation and that such Agent appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation or employee benefit plan, as the case may be, and if the Board of Directors (not including the vote of any person seeking indemnification hereunder) shall have adopted a resolution approving such settlement or compromise.

The foregoing right of indemnification shall not be exclusive of other rights to which any Director, officer or employee as a matter of law.

ARTICLE VIII AMENDMENTS

The by-laws of the Corporation may be adopted, amended or repealed by at least a two thirds vote of the Directors present and voting at any meeting. By-laws may also be adopted, amended or repealed by a two-thirds vote of the Shareholders present and voting at any meeting, except with respect to any provision which by law or under the Articles of Organization or these by-laws, requires action by the Directors. Not later than the time of giving notice of the meeting of Shareholders next following the making, amending or repealing by the Shareholders of any by-law, notice thereof stating the substance of such change shall be given to all Shareholders entitled to vote on amending the by-laws. The notice of any meeting at which a change in the Corporation's by laws shall be proposed shall

contain a description of the proposed amendment.

Article IX. APPENDIX

Glossary

- **Bylaws** - the purpose of these bylaws (the "Bylaws") is to provide rules governing the internal management of the Corporation.
- **Chairman of the Board** - Once a Board of Directors has been appointed or elected by the Shareholders, the Board will then elect a chairman (the "Chairman of the Board"). The Chairman of the Board will act to moderate all meetings of the Board of Directors and any other duties and obligations as described in these Bylaws.
- **Corporate Officer** - A corporate officer (individually the "Officer" and collectively the "Officers") is any individual acting for or on behalf of the Corporation. An Officer of the Corporation will usually be appointed to a specific task such as Chief Financial Officer, Chief Operating Officer or other similar position. One person may hold several offices. The Officers will manage the day-to-day operations of the Corporation and report to the Board of Directors.
- **Principal Executive Office** - The Principal Executive Office for the Corporation is where the Chief Executive Officer for the Corporation has an office.
- **Principal Office** - The Principal Office of the Corporation is the address designated in the annual report where the executive offices of the Corporation are located.
- **Principal Place of Business** - The Principal Place of Business is the address at which the Corporation conducts its primary business.
- **Registered Office** - The Registered Office is the physical street address within the state where the registered agent can be contacted during normal business hours for service of process.
- **Shareholders' List** - A Shareholders' List is the complete record of the owners of shares of stock in the Corporation.



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

mass.gov/dor

Letter ID: L1935038592
Notice Date: May 7, 2018
Case ID: 0-000-410-139



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



URBAN GROWN INC.
4 KEEFE AVE
HOLYOKE MA 01040-2213

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, URBAN GROWN INC. 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?

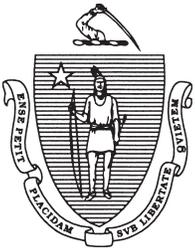
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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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

Date: April 27, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,
URBAN GROWN INC.

is a domestic corporation organized on **January 13, 2017** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

Certificate Number: 18040583960

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

Dispensing Procedures

No marijuana will be dispensed from the cultivation site to the public per 935 CMR 500.050 (2)(a) guidelines. Marijuana products will only sold to other Marijuana Establishments licensed to dispense to adults or to use in further licensed manufacturing. All sales to these Marijuana Establishment will be arranged in advance and transported in secure containers. The manifest developed for each shipment will support adjustments to the inventory of marijuana as described in the inventory and transportation sections.

Urban Grown Inc. (UGI) Diversity Plan

UGI diversity plans will include promoting equity among all employees including minorities, women, veterans, those with disabilities, and people of all gender identities and sexual orientations. Currently, UGI meets some of these goals by working with two farm families, and the Long Plain Farm temporary farm workers who are of Latin American decent. Urban Grown Inc. will cooperate with the farmers during times of peak labor need such as at harvest and trimming times. Any labor from this pool will be first trained in principles to prevent any product diversion as required by the Cannabis Control Commission. Urban Grown Inc. will further promote equality among all employees and people as detailed in 935 CMR 500.101 (2)(e)(8). While there will be a preference for persons with a background in agriculture, we will hire the best person(s) regardless of age, sex and sexual orientation, or ethnic background. The Chief Operating Officer of Urban Grown Inc. has a medically diagnosed disability recognized under MGL. 151B and the Federal Americans with Disabilities Act of 1990, and resides in an area of Disproportionate Impact (Holyoke) and the UGI CFO is a U.S. Army veteran.

UGI will establish specific Goals, Programs and Measurements to demonstrate our commitment to diversity. Our overarching goal is to attract, hire, retain and promote a workforce that reflects the diversity of the Commonwealth of Massachusetts. To complement this goal, we will work to create an environment in which each individual is valued for the strengths that she/he brings to our company.

Diversity Goal 1. To promote diversity and inclusion efforts in our supplier network that will provide increased access and opportunities to minority-owned and women-owned businesses.

Program 1. UGI will be actively involved in purchasing supplies and equipment whenever possible from women owned and minority owned businesses. To help achieve this goal we will use web searchable databases for Minority/Women/Disabled/Veterans/LGBTE businesses to select compatible businesses we will need and can involve as we get established and grow our marijuana cultivation business. Our next priority will be to purchase from businesses in areas of disproportionate impact and next local businesses.

Measurement and Accountability 1. To measure success in achieving in this goal UGI will keep records of involvement with minority-owned and women-owned businesses and review success in company meetings quarterly. Our farm cooperators will also be involved in these discussions and add their experiences to those of UGI leadership.

Diversity Goal 2. UGI will seek to hire the best qualified employees and in this process seek to meet diversity within our workforce.

Program 2. During our hiring process we expect to advertise positions in Amherst, Greenfield, Holyoke and Springfield, all towns/cities of disproportionate impact. In so doing we expect the pool of applicants will be quite diverse.

Measurement and Accountability 2. UGI will keep records of applicants and hires and continually make adjustments to ensure we meet our diversity goals in hiring decisions. As in academic and government positions UGI principals have worked in and supervised equal opportunity and minority hiring and will continue to follow the same guidelines in our business operations and workforce hiring.

Maintenance of Financial Records

The CFO will develop and be responsible for maintaining all financial records and work closely with the CEO on all financial matters. Business records will include details on assets and liabilities, sales and monetary transactions, as well as standard accounting records on individual sales with entries of client, strain, quantity, and price of marijuana sold. The financial records will also provide details of all salary and wage payments to employees, and any and all payments to board members, executives or others or entities affiliated with the Marijuana Establishment. Both the CFO and CEO have previous experience in managing large funds for government agencies and grants and large funds at the University of Massachusetts, Amherst. Financial records will follow conventional accounting principles with appropriate ledger entries with supporting documents (agreements, checks, invoices, etc.), and will be available for review and assisted by a tax accountant and to the best of our ability will be in compliance with 935 CMR 500.101(1)(c)(7); 935 CMR 500.140(6) and (9) and 935 CMR 500.160.

Personnel Policies

- i. At the beginning of operations with the approval of the Cannabis Control Commission we intend to hold a meeting of all involved in management together with the farmers to review all growing and security operations and concerns to comply with 935 CMR 500.101(1)(c)(7), 935 CMR 500.105(1); 935 CMR 500.105(9). This will establish jointly agreed to written policies of organization and operations for the cultivation of marijuana. From this meeting we will review and further develop an agreed upon set of policies for all employees. All new employees will where appropriate be subject to a background check.
- ii. The written polices will contain security measures detailed in the Security Plan in compliance with CMR 500.110 and the Prevention of Diversion Plan including personal safety and crime prevention. Also, included will be policies on hours of operation, after hours contacts (made available to the Cannabis Control Commission and Whately Police Dept. Additional information in the written policies packet will be protocols on safe storage of marijuana products, a listing of all strains of marijuana to be cultivated, methods of cultivation along with the forms of marijuana to be sold to retail dispensaries and manufacturers, the details on record keeping and inventory protocols (935 CMR 500.105 (8 and 9)), and plans for product quality control and testing for contaminants (935 CMR 500.160).
- iii. A personnel record for will be maintained for each employee and all Marijuana Establishment agents plus each will be fully briefed on all aspects of the Marijuana Establishment that are relevant to their duties and responsibilities, and will contain the job description, signed contract agreeing with privacy and confidentiality, and all personnel actions, trainings and other matters of relevance.
- iv. A strict code of conduct will be required of all personnel hired by Urban Grown Inc. as well as all company personnel. This will include the secure area being an alcohol, smoke and drug-free area. All workers will be required to sign-in and out of the secured area and at all time the worksite will remain locked and be under video surveillance. When the marijuana is nearing maturity workers will be reminded of the anti-diversion policies and principles and the termination consequences if they are violated.
- v. All personnel will be discourage from bringing any visitors to the cultivation area, and no individual will be authorized to bring visitors into the secured area unless cleared by management and only for acceptable reasons, not just for a look. No minors less than 21 years old will ever be allowed entry to the secured cultivation area. As mentioned above there will be a zero tolerance for on-site cannabis consumption in limited access secured areas. Any such use and violation of other mentioned wrongdoing such as diversion or criminal drug related wrongdoing of distribution to a minor will be reported and constitute an offense leading to termination.

Safety in all aspects of the cultivation will be a high priority any will be included in the personnel policies as will aspects of environmental conservation for water and electricity. However, being mostly a summer cultivation operation in plastic greenhouses most lighting will be direct solar radiation and water use will be from a farm well, not town water.

Description of Qualifications and Intended Training for New Employees

All involved with Urban Grown Inc. operations and deemed Marijuana Establishment Agents, including board members, directors, employees, executives, managers and any volunteers, will be required to participate in and complete training prior to participating in any work activity. The training will be appropriate to the roles and responsibilities of each individual and will be ongoing to achieve the goal of more than eight hours annually. We will develop a form for new employees to sign stating and agreeing that they know and understand the culture of cannabis, security concerns, anti-diversion principles and health and safety issues.

The prime qualification for new employees is that they are age 21 or older. Being a marijuana cultivation establishment there will be a preference for persons with a background in agriculture and we will hire the best person(s) regardless of age, sex and sexual orientation, or ethnic background and seek to positively affect areas of disproportionate impact. Many in our area come from agricultural backgrounds as they came from farming areas in their home countries before immigrating to Massachusetts.

The initial orientation meeting for all employees will establish agreed to policies of organization and operations for the cultivation of marijuana. From this meeting we will develop an agreed upon set of policies for all employees that can and will be used with all new employees in accordance with 935 CMR 500.101(1)(c)(8) and 935 CMR 500.105(2). These policies will cover the Cannabis Control Commission guidelines for security and anti-diversion and growing practices in the culture of cannabis. At the end of each year we will hold a meeting of all involved in the cultivation of marijuana at the farm, to review what worked well, what we should keep, and what we should change. Two of the principals of Urban Grown Inc. have much experience in developing position descriptions and working principles (CEO and CFO) from their respective leadership in agricultural professions.

Urban Grown Inc. (UGI) Quality Control and Testing for Contaminants

All soils, growing media and water will be analyzed for contaminants to comply with protocols and published by DPH for Medical Marijuana Dispensaries. All UGI marijuana will be packaged and processed in accordance with Cannabis Control Commission guidelines for handling of marijuana (935 CMR 500.101 (1)(c)(7), 935 CMR 500.105(3)(a,b,c), 935 CMR 500.140(9) and 935 CMR 500.160(1-9)). Specifically, UGI marijuana will be well cured and generally free of seeds and stems; Free of dirt, sand, debris, and other foreign matter; Free of contamination by mold, rot, other fungus, and bacterial diseases; Prepared and handled on food-grade stainless steel tables; and packaged in a secure area.

Any UGI agents whose job puts them in contact with marijuana will be required to follow food handlers guidance specified by 105 CMR 300 *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. Furthermore, UGI agents handling marijuana shall maintain adequate personal cleanliness and wash hands thoroughly before and if soiled while working, during their work shift.

Hand-washing facilities shall be located in the UGI production area and where good sanitary practices require employees to wash and sanitize their hands (e.g. lavatory), and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices; UGI will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations; Litter and waste shall be properly removed, disposed daily or more frequently if needed with such maintenance recorded as a facilities maintenance log.

Floors, walls, and ceilings of the UGI harvest building shall be constructed in such a manner that they may be adequately kept clean and in good repair; There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned; All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products; This includes for cleanliness in processing and packaging as for food handlers, with appropriate bathroom and hand washing facilities on-site, and necessary sanitary procedures in place for all aspects of the cultivation through final packaging for sale. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

UGI farm cooperators are vegetable farmers and UGI will use the onsite well water which is tested for the vegetable crops multiple times each year. Well water will be used for growing marijuana and town water for other sanitary needs. Testing of marijuana sold to retail and medical dispensaries would be done by Cannabis Commission approved independent testing laboratories by UGI customers (dispensaries or manufacturers) or by UGI in accordance with 935 CMR 500.140(9) and CMR 500.160(1-9). Results of all testing will be kept in a secure filing system for more than a year, and any failed tests of marijuana products will be immediately reported to the Commission.

Record Keeping Procedures

A detail set of records, hard copy and in a computer data base, will be kept covering each strain of plants established, relevant dates, any plant losses and reasons for loss, and an updated inventory of all plants as frequently as any changes occur. As plants mature and are harvested this data will be added to the record with maturity dates, rough trimmed yields, and final trimmed yields for sale to other Marijuana Establishments and any waste disposal, with new entries and updates to the inventory at each appropriate stage. This information can be as detailed as may be required by the Cannabis Control Commission and to the best of our ability will comply with *935 CMR 500.101(1)(c)(7)* and *935 CMR 500.105 (9) and (12)*. All records including financial will be kept secure for a minimum of two years.

Restricting Access to age 21 and older

Absolutely no persons under age 21 shall be under any circumstances permitted inside the limited access area with the exception of public safety personnel under age 21 when accompanied by a person over age 21. Our plan is a no visitor policy and this would further help minimize minors visiting the cultivation site. If anyone should bring a minor they would be politely asked to leave even if they had arranged a visit.

Urban Grown Inc. Plan to Positively Affect Areas of Disproportionate Impact

In accordance with 935 CMR 500.101(1)(a) Urban Grown Inc. (UGI) intends to positively impact areas disproportionately harmed by marijuana prohibition by actively seeking employees from disproportionately impacted communities in Western Massachusetts that are adjacent to the intended host community. These will include, but not be limited to: Amherst, Greenfield, Holyoke, West Springfield, and Springfield that are designated as areas of disproportionate impact. Although UGI intends to operate in Whatley MA, an area not defined as one of Disproportionate Impact, in consideration of the UGI business model of working with existing farm operations, UGI's approach is intended to benefit Massachusetts farms that historically have tight margins and struggle due to the range of economic and environmental variables that often negatively impact farm operations. Hence UGI cooperating with vegetable farmers is a form of disproportionate assistance. Beyond farm impact UGI has the following goals and associated programs:

Goal 1: Employ and Mentor individuals from communities that have been disproportionately impacted by marijuana prohibition and enforcement.

Program 1: Work with employment and social support organizations from communities that have been disproportionately impacted including but not limited to Amherst, Greenfield, Holyoke, West Springfield, and Springfield to advertise employment opportunities and mentoring programming. UGI will actively seek to employ residents from several communities of disproportionate impact near Whatley. These will include, but not be limited to: Amherst, Greenfield, Holyoke, West Springfield, and Springfield that are designated as areas of disproportionate impact. Additionally, UGI will offer mentoring to individuals from these communities who are interested in participating in the cannabis industry. UGI has met with one such individual of an disproportionately impacted group on 3 occasions who desires to begin a cultivation establishment in the City of Holyoke, MA.

Goal 2: Create and deliver educational programming associated with cannabis cultivation.

The UGI founding team and the targeted business model of working with existing agricultural businesses is uniquely qualified to build and develop a cannabis cultivation business while concurrently developing educational and training programming.

Program 2: UGI will actively seek to collaborate with local social support organizations in order to make known the offering of employment and mentoring services. The mentoring services will not be exclusive to cannabis related businesses. The UGI CEO is a long time and professionally degreed agriculture educator who is well equipped to develop and deliver educational programming for the range of activities associated with cannabis cultivation, UGI's COO is a resident of Holyoke, a disproportionately impacted community and the UGI CFO is a veteran of the United States Army who also worked for Commonwealth's Department of Agricultural Resources for nearly 2 decades culminating his service as the 18th Commissioner of Agriculture.

As longtime proponents and participants of Massachusetts agriculture, the project team has made a conscious decision to partner with farming operations. Partnership arrangements not

only draw from the experience and "know how" of existing farm businesses but also allow the farmers and their communities to benefit from new business development opportunities.

Furthermore, as part of the Host Community Agreement between the Town of Whately and UGI, funding provided by UGI to the Town will be dedicated to education and law enforcement programming that will include drug education.

Measurement and Accountability:

- UGI will track and classify mentor program participants.
- UGI will function as an equal opportunity employer with special consideration for people of color, specifically people of African-American/Black and/or Hispanic or Latino descent, women, veterans, farmers, and people with drug convictions.
- UGI will track employment and mentoring program participation of individuals from communities that have been designated as disproportionately impacted by marijuana prohibition and law enforcement.