



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281426
Original Issued Date: 07/29/2020
Issued Date: 07/29/2020
Expiration Date: 07/29/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Deerfield Naturals, Inc.

Phone Number: 413-387-9021
Email Address: m.plotkin@deerfieldnaturals.com

Business Address 1: 10 Greenfield Road	Business Address 2:
Business City: South Deerfield Business State: MA	Business Zip Code: 01373
Mailing Address 1: 10 Greenfield Road	Mailing Address 2:
Mailing City: South Deerfield Mailing State: MA	Mailing Zip Code: 01373

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100	Percentage Of Control: 100
Role: Owner / Partner	Other Role:

First Name: Mark Last Name: Valone 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: Percentage Of Control:

Role: Manager Other Role:

First Name: Matthew Last Name: Plotkin 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

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Mark Last Name: Valone Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$400000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 10 Greenfield Road

Establishment Address 2:

Establishment City: Deerfield Establishment Zip Code: 01373

Approximate square footage of the Establishment: 28288 How many abutters does this property have?: 23

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Community Outreach Meeting Documentation	Community-Outreach-Meeting-Attestation-Form.pdf	pdf	5d123567bbb965134133db0e	06/25/2019
Certification of Host Community Agreement	Deerfield Naturals - Host Community Agreement Certification Form.pdf	pdf	5d1a57f7624ce5135e9292d2	07/01/2019
Plan to Remain Compliant with Local Zoning	Deerfield Naturals_Plan to Remain Compliant with Local Zoning.pdf	pdf	5e548d6f61c9e9045a794bcf	02/24/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Deerfield Naturals_Plan for Positive Impact.pdf	pdf	5e54820d7225f0046965b31e	02/24/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Manager Other Role:
 First Name: Matthew Last Name: Plotkin Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	DN - Certificate Organization.pdf	pdf	5c0a78413f3b1b178d9cf8dc	12/07/2018
Bylaws	BY-LAWS DEERFIELD NATURALS, INC. (00322532x9DD56).pdf	pdf	5cf0435afe6a8617e208d174	05/30/2019
Department of Revenue - Certificate of Good standing	Deerfield Naturals - Cert of Good Standing - Mass Department of Revenue_062119.pdf	pdf	5d1219fe69291617ba862100	06/25/2019
Articles of Organization	Deerfield Naturals, Inc. - Articles of Entity Conversion - Filed.pdf	pdf	5d121a76bbb965134133da66	06/25/2019

Secretary of Commonwealth - Certificate of Good Standing	Deerfield Naturals, Inc. - Cert. of Good Standing - Secretary of the Commonwealth of Mass.pdf	pdf	5d15241669291617ba8629d7	06/27/2019
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No documents uploaded

Massachusetts Business Identification Number: 001385950

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	DN - Business Plan.pdf	pdf	5d123d1dc70e2b132b3172d5	06/25/2019
Plan for Liability Insurance	DN - Plan for Obtaining Liability Insurance.pdf	pdf	5d123d6464ca8317f4fcd42f	06/25/2019
Proposed Timeline	Deerfield Naturals_Proposed Timeline_Cultivator.pdf	pdf	5e614c5dfd7e6446b62a4c80	03/05/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	DN - Policies and Procedures for Cultivating.pdf	pdf	5d1280e8fe6a8617e2090b4b	06/25/2019
Separating recreational from medical operations, if applicable	DN - Plan for Separating Recreational from Medical Operations.pdf	pdf	5d12813c624ce5135e92845b	06/25/2019
Prevention of diversion	DN - Prevention of Diversion.pdf	pdf	5d1281fc33099617d794727f	06/25/2019
Storage of marijuana	DN - Storage of Marijuana.pdf	pdf	5d128235bbb965134133dd43	06/25/2019
Transportation of marijuana	DN - Transportation of Marijuana.pdf	pdf	5d12826650e7af1803c21714	06/25/2019
Inventory procedures	DN - Inventory Procedures.pdf	pdf	5d1282a3748dc71348c3a8fa	06/25/2019
Quality control and testing	DN - Quality Control and Testing.pdf	pdf	5d1282dbc70e2b132b3174d1	06/25/2019
Record Keeping procedures	DN - Recordkeeping Procedures.pdf	pdf	5d12841f622b7c1357f73773	06/25/2019
Maintaining of financial records	DN - Maintaining of Financial Records.pdf	pdf	5d128452622b7c1357f73779	06/25/2019
Qualifications and training	DN - Qualifications and Training.pdf	pdf	5d1284e85ad7e1336c29b0b	06/25/2019
Diversity plan	Deerfield Naturals_Diversity Plan.pdf	pdf	5e54822d813339048c3fee93	02/24/2020
Security plan	Deerfield Naturals_Security Plan.pdf	pdf	5e548fb15b05c304785ea042	02/24/2020
Restricting Access to age 21 and older	Deerfield Naturals_Plan for Restricting Access.pdf	pdf	5e548ff55a2369047f227fa3	02/24/2020
Personnel policies including background checks	Deerfield Naturals_Personnel Policies.pdf	pdf	5e549013d29b0704447d9bd0	02/24/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 10:00 PM
Tuesday From: 10:00 AM	Tuesday To: 10:00 PM
Wednesday From: 10:00 AM	Wednesday To: 10:00 PM
Thursday From: 10:00 AM	Thursday To: 10:00 PM
Friday From: 10:00 AM	Friday To: 10:00 PM
Saturday From: 10:00 AM	Saturday To: 10:00 PM
Sunday From: 10:00 AM	Sunday To: 10:00 PM

Community Outreach Meeting Attestation Form

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

I, Mark Valone, (*insert name*) attest as an authorized representative of Deerfield Naturals, 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 June 6, 2019 (*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 28, 2019 (*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 28, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 28, 2019 (*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.

May 28, 2019

CLASSIFIED

BUSINESS & SERVICE DIRECTORY

72-0148 978-249-3535

@recorder.com classified@atholdailynews.com

Monday - Friday 8:00 am - 5:00 pm



Auto Services

1 Barre Rd. Junctions
Sham. 978-724-3237.
to repair.

Painting

CONSTRUCTION
508, HIC #117243
thall 978-544-7221

Paving

Aphalt Paving
Coating
ring - Excavating
onpavingllc.com
225-3227

Refinishing

URE REPAIR
sh, Restored.
0249, 413-325-7258

Improvement

' RENOVATIONS
ement Contractor
ows, Garage Doors,
g, Seamless Gutters
8-844-8342
07, HIC #126980

Handi-Service

Home Ads

Lamp Repairs

JUST THINGS
Complete lamp repair, lamps &
lamp parts sold. Giant tag sale.
Call Arthur, 413-498-5043

Lawn Care

ROTOTILING GARDENS
Lawn Maintenance, Mulching,
Spring / Fall Cleanups
Fully Insured
Doug's Landscaping
413-774-3603 • 413-522-6193

Septic Services

SEPTIC TANK CLEANING
Residential/Commercial - Title V
F.A. Moshetti & Sons
(978) 839-8845

Storage Space

Wisdom Way Self Storage
DRY, CLEAN AND SECURE
Variety of sizes.
413-775-9333

AUTOMOTIVE
& BOATS

Automobiles For Sale

Legals

LEGAL NOTICE

In accordance with M.G.L. Ch. 138,
§15, the Royalston Selectboard will
hold a public hearing on Tuesday,
June 18, 2019 at 7:15 p.m. at the
Royalston Town Hall, 13 on the
Common, Royalston, MA to
consider an application for a All
Alcohol Beverages Liquor License
submitted by Royalston Country
Store, LLC, 21 Main Street,
Royalston, MA 01368. This notice is
also published electronically on
www.atholdailynews.com and on
www.masspublicnotices.org.

ROYALSTON SELECTBOARD
Christine Long
Deb D'Amico
Roland Hamel
May 28, 2019

29076

Legals

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain
mortgage given by Gary S. Willhite and Candace E. Willhite to
Hometown Bank f/k/a Hometown Bank, a Cooperative Bank as successor
in interest by merger with Athol-Clinton Co-operative Bank dated August 8,
2006 and recorded in the Worcester County Registry of Deeds in Book
39542 at Page 1 as affected by a Mortgage Modification dated September
22, 2014 and recorded at Book 53481, Page 57 at said Registry of Deeds
of which mortgage the undersigned is the present holder, for breach of the
conditions of said mortgage and for the purpose of foreclosing the same
will be sold at Public Auction at 2:00 P.M. on Friday, June 14, 2019 at 440
Twichell Street, Athol, Massachusetts, all and singular the premises
described in said mortgage,

To wit:

The land with the buildings thereon, situated on the northerly side of
Twichell Street, in said Athol, bounded and described as follows:
Beginning at the southwesterly corner thereof in the northerly line of
Twichell Street and at the southeasterly corner of land now or formerly of
Harry O. Wold et ux;
Thence easterly along the northerly side of Twichell Street, seventy-five
(75) feet to the southwesterly corner of other land now or formerly of
Harold E. Locke et al;
Thence northerly at a right angle with said Twichell Street and along said
other land of Locke et al, one hundred (100) feet to land now or formerly of
Freda L. Bleasie;
Thence westerly along land of said Bleasie and land now or formerly of
George M. Ainsworth et ux to land of said Wold et ux, a distance of
seventy-five (75) feet;
Thence southerly along land of said Wold et ux, one hundred (100) feet to
the place of beginning.

This conveyance is made subject to the restriction that said premises are
to be used for residential purposes only.
Being the same premises conveyed to the mortgagors herein by deed

Legals

Community Outreach
Public Notification

Notice is hereby given that a
Community Outreach Meeting for a
proposed Marijuana Establishment
is scheduled for June 8th 2019 at
5:00PM at the Main Meeting Room,
Deerfield Municipal Building, 8
Conway Street in South Deerfield.
The proposed establishment will
cultivate, manufacture, and provide
retail sales of medical and
recreational marijuana. The
Marijuana Establishment is
anticipated to be located at 10
Greenfield Road in South Deerfield.
There will be an opportunity for the
public to ask questions.

May 28

29070

Legals

LEGAL NOTICE
TOWN OF PETERSHAM
CONSERVATION COMMISSION
PUBLIC HEARING

In accordance with the provisions
of the Wetlands Protection Act,
Chapter 131 Section 40 (as
amended), the Petersham
Conservation Commission will hold
a public hearing on Tuesday, June
4, 2019 at 7:30 p.m. at The Town
Office Building, upstairs conference
room, 3 South Main Street
Petersham, MA 01366 on the
Notice of Intent by Cindy Hopper
for property at Narrow Lane and
Old East Street, Map 414 Lot 9-0
for construction of a single family
home, septic system, well, and
associated grading with portions
within the 100-foot Buffer Zone of
bordering vegetated wetlands.
Installation of straw wattles for
erosion control as needed.

A copy of the Request for
Determination of Applicability may
be inspected prior to the public
meeting at 3 South Main Street. All
interested persons are invited to
attend.

PETERSHAM CONSERVATION
COMMISSION
Robert A. Clark, Chair
May 28, 2019

28887

Legals

CHARLEMONT ZONING
BOARD OF APPEALS
PUBLIC HEARING NOTICE

The Charlemont Zoning Board of
Appeals will hold a public hearing
on Tuesday, June 4, 2019 at 7:00
P.M. in the Town Hall Meeting
Room; 157 Main Street,
Charlemont, to consider the
application made by Town of
Charlemont/Emergency
Management Director for a variance
from section 33.1; Dimensional
Schedule of the Zoning Bylaws, to
install an emergency generator and
underground propane tank on the
West side of the Town Hall, located
at 157 Main Street, Charlemont,
with less than the required setback.

Legals

LEGAL NOTICE

The Gill Conservation Commission
will hold a public hearing on
Tuesday, June 4, 2019 at 7:00 PM
at the Gill Town Hall, 325 Main
Road, Gill, to consider, subject to
the Wetlands Protection Act and
Rivers Act, the following
application: Request for
Determination of Applicability by
Jeff Oakes for building and
maintaining a dock at 11W Taylor
Pl. Gill Ma, 01354. The meeting is
open to the public and all interested
parties are welcome to attend.

May 28

29097

Legals

LEGAL NOTICE

The Gill Conservation Commission
will hold a public hearing on
Tuesday, June 4, 2019 at 7:00 PM
at the Gill Town Hall to review a
Request for Determination of
Applicability filed under the
Massachusetts Wetlands Protection
Act for the archaeological survey
effort in support of the Federal
Energy Regulatory Commission
relicensing of FirstLight's Turners
Falls Hydroelectric Project (FERC
NO. 1889) and Northfield Mountain
Pumped Storage Project (FERC No.
2485). The meeting is open to the
public and all interested parties are
welcome to attend.

May 28

29094

Legals

TOWN OF GILL
SPECIAL PERMIT
PUBLIC HEARING

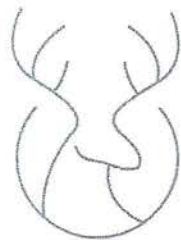
The Gill Zoning Board of Appeals
will hold a Public Hearing on
Tuesday June 11, 2019 at 7:15 PM
in the Gill Town Hall for the purpose
of considering a petition from
Martin & Jeanne Skuse for a
Special Permit to allow the
construction and operation of an
automobile repair garage at 117
Center Road. This permit is
required under Sections 2C and
13C of the Gill Zoning Bylaws. The
property is owned by the Martin E

Town of Deerfield Planning Board,

Please be advised that Deerfield Naturals is conducting a community outreach presentation on Thursday June 6th 2019 at 5:00PM at the Main Meeting Room, Deerfield Municipal Building, 8 Conway Street in South Deerfield. Find the public notification sent to abutters of the property below. For our records, please return a signed copy of this notification with enclosed envelope.


Planning Board

RECEIVED
MAY 30 2019
TOWN OF DEERFIELD



**DEERFIELD
NATURALS**

Community Outreach Public Notification

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 6th 2019 at 5:00PM at the Main Meeting Room, Deerfield Municipal Building, 8 Conway Street in South Deerfield. The proposed establishment will cultivate, manufacture, and provide retail sales of medical and recreational marijuana. The Marijuana Establishment is anticipated to be located at 10 Greenfield Road in South Deerfield. There will be an opportunity for the public to ask questions.

Town of Deerfield Selectboard,

Please be advised that Deerfield Naturals is conducting a community outreach presentation on Thursday June 6th 2019 at 5:00PM at the Main Meeting Room, Deerfield Municipal Building, 8 Conway Street in South Deerfield. Find the public notification sent to abutters of the property below. For our records, please return a signed copy of this notification with enclosed envelope.

Diana M. Chandler, Interim TA

Selectboard



Community Outreach Public Notification

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Town of Deerfield Town Clerk,

Please be advised that Deerfield Naturals is conducting a community outreach presentation on Thursday June 6th 2019 at 5:00PM at the Main Meeting Room, Deerfield Municipal Building, 8 Conway Street in South Deerfield. Find the public notification sent to abutters of the property below. For our records, please return a signed copy of this notification with enclosed envelope.

Barbara Hancock 4/3/19

Town Clerk



Community Outreach Public Notification

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RECEIVED

MAY 30 2019

TOWN OF DEERFIELD

ATTACHMENT C



Community Outreach Public Notification

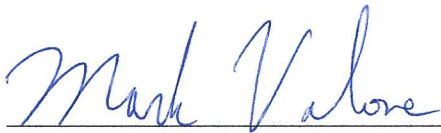
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 6th 2019 at 5:00PM at the Main Meeting Room, Deerfield Municipal Building, 8 Conway Street in South Deerfield. The proposed establishment will cultivate, manufacture, and provide retail sales of medical and recreational marijuana. The Marijuana Establishment is anticipated to be located at 10 Greenfield Road in South Deerfield. There will be an opportunity for the public to ask questions.

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

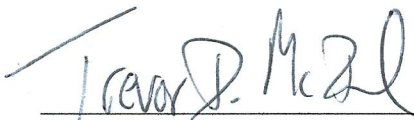
I, Mark Valone, (*insert name*) certify as an authorized representative of Deerfield Naturals, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Deerfield, Massachusetts (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 27, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Trevor McDaniel, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Deerfield, Massachusetts (*insert name of host community*) to certify that the applicant and Deerfield, Massachusetts (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 27, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Deerfield Naturals, Inc.'s ("Deerfield Naturals") proposed facility in Deerfield is located at 10 Greenfield Road, which is in both an Industrial Zoning District and the Marijuana Overlay District. The co-located facility complies with all Deerfield zoning requirements.

In accordance with the Commission's regulations, the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

Deerfield Naturals will obtain a Special Permit and Site Plan Review Approval from the Planning Board for the proposed facility, as well as any other municipal permits and licenses required. Any Special Permit issued by the Planning Board, and any Site Plan approval received therefor, will lapse within one (1) year from the grant thereof (plus such time as may be required to pursue or await the determination of an appeal therefrom) if substantial use has not sooner commenced, except for good cause.

Deerfield Naturals has already attended several meetings with various municipal officials and boards to discuss Deerfield Naturals' plans for a proposed marijuana establishment and has executed a Host Community Agreement with Deerfield. Deerfield Naturals will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Deerfield Naturals' marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Deerfield Naturals, Inc. (“Deerfield Naturals”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Deerfield Naturals has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact persons currently residing in Greenfield, Holyoke, and Amherst (the “Target Communities”).

Goals

In order for Deerfield Naturals to positively impact the Target Communities, Deerfield Naturals has established the following goals:

1. Hire residents of the Target Communities such that at least 5% of Deerfield Naturals’ employees will be past or present residents of the Target Communities; and
2. Ensure that at least 10% of vendors for services provided to Deerfield Naturals are businesses located in the Target Communities.

Programs

Deerfield Naturals has developed specific programs to effectuate its stated goals to positively impact persons currently residing in Greenfield, Holyoke, and Amherst. Such programs will include the following:

1. Advertise open positions (as they become available but not less than annually) in the Amherst Bulletin, Holyoke Enterprise, and the Greenfield Recorder;
2. Host or participate in annual job fairs in Amherst, Holyoke, or Greenfield and advertise such job fairs in the Amherst Bulletin, Holyoke Enterprise, and/or the Greenfield Recorder; and
3. Advertise solicitations for third-party services (as needed but not less than annually) in the Amherst Bulletin, Holyoke Enterprise, and/or the Greenfield Recorder.

Measurements

The Operations & Facilities Director will administer the Plan and will be responsible for developing measurable outcomes to ensure Deerfield Naturals continues to meet its commitments. Such measurable outcomes, in accordance with Deerfield Naturals’ goals and programs described above, include:

- Conducting a semiannual workforce assessment to determine the number of individuals

who are past or present residents of the Target Communities, as supported by voluntary employee surveys;

- Documenting any and all job advertisements placed in the Amherst Bulletin, Holyoke Enterprise, and/or the Greenfield Recorder, including any applications received as a result;
- Documenting all job fairs hosted or participated in, including evidence of advertisements placed related thereto and any applications received as a result;
- Documenting any advertisements placed for solicitations of third-party services and any bids received as a result; and
- Conducting a semiannual accounting of all spending on third-party contractors from the Target Communities in accordance with generally accepted accounting principles.

Beginning upon receipt of Deerfield Naturals' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Deerfield Naturals will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Operations & Facilities Director will review and evaluate Deerfield Naturals' measurable outcomes no less than four (4) times per year ensure that Deerfield Naturals is meeting its commitments. Deerfield Naturals is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001327050

1. The exact name of the limited liability company is: DEERFIELD NATURALS LLC

2a. Location of its principal office:

No. and Street: 10 GREENFIELD ROAD
City or Town: SOUTH DEERFIELD State: MA Zip: 01373 Country: USA

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

No. and Street: 10 GREENFIELD ROAD
City or Town: SOUTH DEERFIELD State: MA Zip: 01373 Country: USA

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

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO PRODUCE PRODUCTS TO SELL, OPERATE A RETAIL BUSINESS AND ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARK VALONE
No. and Street: 103 SOUTH MILL RIVER ROAD
City or Town: SOUTH DEERFIELD State: MA Zip: 01373 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MARK VALONE	103 SOUTH MILL RIVER ROAD SOUTH DEERFIELD, MA 01373 USA

7. The name and business address of the person(s) in addition to the manager(s) authorized to execute

SOC SIGNATORY

MARK VALONE

103 SOUTH MILL RIVER ROAD
SOUTH DEERFIELD, MA 01373 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MARK VALONE	103 SOUTH MILL RIVER ROAD SOUTH DEERFIELD, MA 01373 USA

9. Additional matters:

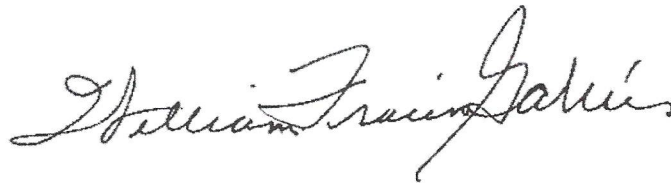
SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of May, 2018,
MARK VALONE

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

May 10, 2018 01:31 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)**

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

Deerfield Naturals LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

10 Greenfield Road
South Deerfield, MA 01373

- (3) The general character of the business:

The general character of the business of the LLC is to produce products to sell, operate a retail business and engage in any activities directly or indirectly related or incidental thereto.

- (4) Latest date of dissolution, if specified: None

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Mark Valone

103 South Mill River Road
South Deerfield, MA 01373

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

NAME

Mark Valone

ADDRESS

103 South Mill River Road
South Deerfield, MA 01373

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

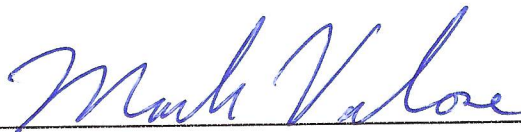
Mark Valone

ADDRESS

103 South Mill River Road
South Deerfield, MA 01373

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I _____,
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate (General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$_____ having been paid, said application is deemed to have been filed with me this _____ day of _____, 20____, at _____ a.m./p.m.
time

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY Contact Information:

Thomas Lesser

Lesser Newman Aleo & Nasser, LLP

39 Main Street, Northampton, MA 01060

Telephone: 413-584-7331

Email: Lesser@Lnn-law.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

BY-LAWS
DEERFIELD NATURALS, INC.

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ARTICLE I - SHAREHOLDERS

SECTION 1. ANNUAL MEETING.

The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these By-Laws or the time for an annual meeting is not fixed in accordance with these By-Laws to be held within thirteen (13) months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

SECTION 2. SPECIAL MEETINGS.

Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least ten (10%) percent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

SECTION 3. PLACE OF MEETINGS.

All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

SECTION 4. REQUIREMENT OF NOTICE.

A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than sixty (60) days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

SECTION 5. WAIVER OF NOTICE.

A shareholder may waive any notice required by law, the Articles of Organization, or these By-Laws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

SECTION 6. QUORUM.

(a) Unless otherwise provided by law, or in the Articles of Organization, these By-Laws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these By-Laws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (i) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present; or (ii) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

SECTION 7. VOTING AND PROXIES.

Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of eleven (11) months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its

existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

SECTION 8. ACTION AT MEETING.

If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these By-Laws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

SECTION 9. ACTION WITHOUT MEETING BY WRITTEN CONSENT.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (i) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (ii) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

SECTION 10. RECORD DATE.

The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other

action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 11. MEETINGS BY REMOTE COMMUNICATIONS.

Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (ii) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (iii) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

SECTION 12. FORM OF SHAREHOLDER ACTION.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any

shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

SECTION 13. SHAREHOLDERS LIST FOR MEETING.

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (i) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (ii) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these By-Laws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II –DIRECTORS

SECTION 1. POWERS.

All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

SECTION 2. NUMBER AND ELECTION.

The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these By-Laws or the Articles of Organization, the Directors shall be elected by the

shareholders at the annual meeting.

SECTION 3. VACANCIES.

If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

SECTION 4. CHANGE IN SIZE OF THE BOARD OF DIRECTORS.

The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

SECTION 5. TENURE.

The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

SECTION 6. RESIGNATION.

A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its Chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

SECTION 7. REMOVAL.

The shareholders may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose or one of the purposes, of the meeting is removal of the Director.

SECTION 8. REGULAR MEETINGS.

Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

SECTION 9. SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

SECTION 10. NOTICE.

Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

SECTION 11. WAIVER OF NOTICE.

A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 12. QUORUM.

A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

SECTION 13. ACTION AT MEETING.

If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

SECTION 14. ACTION WITHOUT MEETING.

Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to

the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this section has the effect of a meeting vote and may be described as such in any document.

SECTION 15. TELEPHONE CONFERENCE MEETINGS.

The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

SECTION 16. COMMITTEES.

The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

SECTION 17. COMPENSATION.

The Board of Directors may fix the compensation of Directors.

SECTION 18. STANDARD OF CONDUCT FOR DIRECTORS.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

SECTION 19. CONFLICT OF INTEREST.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) for purposes of this section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of Section(a)(1), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under Section (a)(1) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of Section (a)(2), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in Section (b)(1), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under Section (a)(2). The vote of those shares, however, is counted in determining whether the transaction is approved under other sections of these By-Laws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this section.

SECTION 20. LOANS TO DIRECTORS.

The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III - MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to

the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV – OFFICERS

SECTION 1. ENUMERATION.

The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these By-Laws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these By-Laws.

SECTION 2. APPOINTMENT.

The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these By-Laws or, to the extent consistent with these By-Laws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

SECTION 3. QUALIFICATION.

The same individual may simultaneously hold more than one office in the Corporation.

SECTION 4. TENURE.

Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

SECTION 5. RESIGNATION.

An officer may resign at any time by delivering notice of the resignation to the

Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

SECTION 6. REMOVAL.

The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

SECTION 7. PRESIDENT.

The President, when present shall preside at all meetings of the shareholders and if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

SECTION 8. TREASURER.

The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

SECTION 9. SECRETARY.

The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

SECTION 10. STANDARDS OF CONDUCT FOR OFFICERS.

An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's

professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this section.

ARTICLE V - PROVISIONS RELATING TO SHARES

SECTION 1. ISSUANCE AND CONSIDERATION.

The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization (the “Shares”). The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

SECTION 2. SHARE CERTIFICATES.

If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or Assistant Secretary, or any two (2) officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

SECTION 3. UNCERTIFICATED SHARES.

The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation’s classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on

certificates.

SECTION 4. RECORD AND BENEFICIAL OWNERS.

The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

SECTION 5. LOST OR DESTROYED CERTIFICATES.

The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

SECTION 6. S CORPORATION RESTRICTIONS.

In connection with the Corporation's election to be treated as an S corporation, as that term is defined under Section 1361 of the Internal Revenue Code of 1986, as amended (the "Code"), only a Permitted Stockholder (as hereinafter defined) may be a Holder, and therefore no Holder may transfer or permit the transfer of all or any portion of the legal or beneficial interest in any Shares except to a Permitted Stockholder. As used herein, "Permitted Stockholder" means a stockholder whose ownership of the Shares will not disqualify the Corporation as a "small business corporation" within the meaning of Section 1361(b) of the Code.

ARTICLE VI - CORPORATE RECORDS

SECTION 1. RECORDS TO BE KEPT.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy

of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

- (i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
- (iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
- (v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;
- (vi) a list of the names and business addresses of its current Directors and officers; and
- (vii) its most recent annual report delivered to the Massachusetts Secretary of State.

SECTION 2. INSPECTION OF RECORDS BY SHAREHOLDERS.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the

financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) only if:

(1) his or her demand is made in good faith and for a proper purpose;

(2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(3) the records are directly connected with his or her purpose; and

(4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

SECTION 3. SCOPE OF INSPECTION RIGHT.

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

SECTION 4. INSPECTION OF RECORDS BY DIRECTORS.

A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the

Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII - INDEMNIFICATION

SECTION 1. DEFINITIONS.

In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative and whether formal or informal.

SECTION 2. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted

himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

SECTION 3. ADVANCE FOR EXPENSES.

The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

SECTION 4. DETERMINATION OF INDEMNIFICATION.

The determination of whether a Director has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in subsection (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

SECTION 5. NOTIFICATION AND DEFENSE OF CLAIM; SETTLEMENTS.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these By-Laws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in Section (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

SECTION 6. INSURANCE.

The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

SECTION 7. APPLICATION OF THIS ARTICLE.

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these By-Laws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VIII - FISCAL YEAR

The fiscal year of the Corporation shall be the year ending on December 31.

ARTICLE IX – AMENDMENTS

(a) The power to make, amend or repeal these By-Laws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these By-Laws, requires action by the shareholders.

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these By-Laws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the By-Laws, and also the particular quorum and voting requirements sought to be changed or deleted.



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

mass.gov/dor

Letter ID: L1643174784
Notice Date: June 21, 2019
Case ID: 0-000-637-323



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DEERFIELD NATURALS, INC.
10 GREENFIELD RD
SOUTH DEERFIELD MA 01373-9630

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DEERFIELD NATURALS, 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) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**D
PC**

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

(1) Exact name of other entity: Deerfield Naturals, LLC

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

Deerfield Naturals, Inc.

(3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Deerfield Naturals, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:*

* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
	20,000			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

See attached.

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See attached.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
10 Greenfield Road, South Deerfield, MA 01373
- b. The name of its initial registered agent at its registered office:
Mark Valone
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Mark Valone, 103 South Mill River Road, South Deerfield, MA 01373

Treasurer: Mark Valone, 103 South Mill River Road, South Deerfield, MA 01373

Secretary: Mark Valone, 103 South Mill River Road, South Deerfield, MA 01373

Director(s): Mark Valone, 103 South Mill River Road, South Deerfield, MA 01373

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

- d. The fiscal year end of the corporation:
December
- e. A brief description of the type of business in which the corporation intends to engage:
Produce products to sell and operate a retail business
- f. The street address of the principal office of the corporation:
10 Greenfield Road, South Deerfield, MA 01373
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

10 Greenfield Road, South Deerfield, MA 01373, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by: Mark Valone
(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 28th day of May, 2019

V. Any Stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder or the assignee of any shares sold on execution or an assignee by operation of law, desiring to sell, transfer, gift, or transfer by operation of law such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the Directors of his desire to sell or transfer by notice in writing which notice shall contain the price at which he is willing to sell and the name of one arbitrator. The Directors shall, within thirty (30) days thereafter, either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have thirty (30) days within which to purchase the same, at such valuation, but if at the expiration of thirty (30) days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner as he may see fit.

These restrictions shall apply to any shareholder desiring to make transfers by gifts or to any assignments which may be attempted by operation of law, including, without limitation, an assignment by any probate court as part of a division of property in a divorce proceeding or an assignment by any other court as part of any judicial proceeding.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirements.

VI. A. No Director of the corporation shall have any personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit. The preceding sentence shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date upon which such provision becomes effective.

B. Capital stock shall be issued pursuant to Section 1244 of the Internal Revenue Code, as amended.

C. The corporation may be a partner to the maximum extent permitted by law.

Deerfield Naturals, LLC
10 Greenfield Road
South Deerfield, MA 01373

May ~~28~~th, 2019

Secretary of the Commonwealth
One Ashburton Place
Boston, MA 02108-1512

Re: Name Permission/Conversion of Other Entity into Domestic For Profit Corporation

Dear Sirs:

This letter confirms that Deerfield Naturals, LLC has agreed to allow Deerfield Naturals, Inc. to use its name. It is owned by the same individual, the undersigned. We are filing this day, Articles of Entity Conversion and intend to use the same name going forward. Our counsel, should you have any questions is Peter W. Shrair, Cooley, Shrair P.C., 413-781-0750. His email address is pshrair@cooleyshrair.com.

Very truly yours,

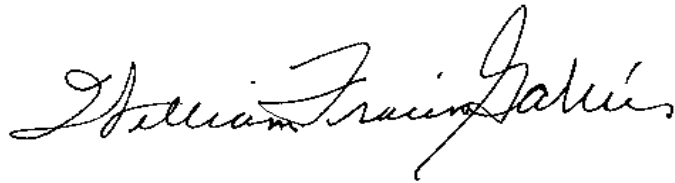


Mark Valone, Manager

THE COMMONWEALTH OF MASSACHUSETTS

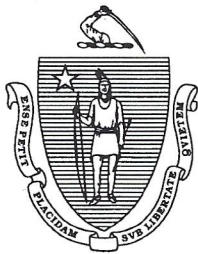
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

May 29, 2019 11:27 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

June 17, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

DEERFIELD NATURALS, INC.

is a domestic corporation organized on **May 29, 2019**, 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

BUSINESS PLAN



**DEERFIELD
NATURALS**

Deerfield Naturals, Inc.

Business Plan

April 9, 2019

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1. EXECUTIVE SUMMARY

1.1 Mission Statement

Deerfield Naturals, Inc. (“Deerfield Naturals”) is a Marijuana Establishment (“ME”) based in the Pioneer Valley committed to creating a safe and clean community environment that provides consistent, high quality cannabis and consumer information to patrons who are 21 years of age or older.

1.2 License Type

Deerfield Naturals is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a co-located Marijuana Establishment (“ME”) in Deerfield, Massachusetts. Deerfield Naturals will also apply for a Certificate of Registration from the Department of Public Health to operate a vertically integrated Registered Marijuana Dispensary (“RMD”).

1.3 Product

In addition to traditional sativa, indica, and hybrid cannabis flower, Deerfield Naturals will offer a wide range of products and services that will allow Deerfield Naturals to serve customers with a wide variety of needs. Products Deerfield Naturals intends to offer include, but will not be limited to:

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

1.4 What Drives Us

Deerfield Naturals’ goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Deerfield Naturals’ operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;

5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Deerfield Naturals and the cannabis industry as a whole;
6. Having a diverse and socially representative pool of employees;
7. Empower the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts through the use of efficient cultivation methods; and
9. Creating branded marijuana products that are safe, effective, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

Deerfield Naturals is a Massachusetts domestic for-profit corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a ME in the Commonwealth.

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

2.2 Operations

Deerfield Naturals has leased a facility at 10 Greenfield Road, Deerfield for Deerfield Naturals’ cultivation, product manufacturing, and retail operations. The facility encompasses a total of 38,500 square feet, with approximately 34,500 square feet dedicated to cultivation/manufacturing and approximately 4,000 square feet of space dedicated to retail operations.

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

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

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

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

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

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

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

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

Prior to commencing operations, Deerfield Naturals will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Deerfield Naturals.

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

2.3 Security

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

Deerfield Naturals' state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Deerfield Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times. Deerfield Naturals will have security personnel on-

site during business hours.

Only Deerfield Naturals' registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Deerfield Naturals will maintain a current list of individuals with access.

On-site consumption of marijuana by Deerfield Naturals' employees and visitors will be prohibited.

2.4 Benefits to the Municipality

Deerfield Naturals looks forward to working cooperatively with the Town of Deerfield to ensure that Deerfield Naturals operates as a responsible, contributing member of the Deerfield community. Deerfield Naturals anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting Deerfield Naturals to site and operate in Deerfield. The Town stands to benefit in various ways, including but not limited to the following:

- Jobs:
 - A co-located cultivation, product manufacturing, and retail facility will add 10 to 15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits:
 - A Host Community Agreement with significant monetary donations will provide the Town with additional financial benefits beyond local property taxes.
- Access to Quality Product:
 - Deerfield Naturals will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control:
 - In addition to the Commission, the Deerfield Police Department and other municipal departments will have oversight over Deerfield Naturals' security systems and processes.
- Responsibility:
 - Deerfield Naturals is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.

2.5 Zoning

Deerfield Naturals' proposed facility in Deerfield is located at 10 Greenfield Road, which is in both an Industrial Zoning District and the Marijuana Overlay District. The co-located facility complies with all Deerfield zoning requirements.

Deerfield Naturals will obtain a Special Permit from the Planning Board for the proposed facility, as well as any other municipal permits and licenses required.

In accordance with the Commission's regulations, the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

3. MARKET RESEARCH

3.1 Customers

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

3.2 Competitive Advantage

Deerfield Naturals' competitive advantages over their competition include:

- Locally owned and operated
- Our staff has over a century of combined experience in manufacturing, marketing, cultivation, design, and retail sales
- Committed to local community development and improvement
- Focused on producing high quality and affordable products for the marijuana industry
- Dedicated to supplying organic marijuana products to Western Massachusetts
- Seed to sale business platform

In every business, there is competition. However, the retail cannabis industry is known to be highly competitive. Deerfield Naturals possesses several strengths which will separate Deerfield Naturals from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business.

3.3 Regulations

Deerfield Naturals is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Deerfield Naturals will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. Deerfield Naturals will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Deerfield Naturals will apply for all state and local permits and approvals required to renovate and operate the facility. Deerfield Naturals will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

3.4 Pricing Structure

Deerfield Naturals' pricing structure will vary based on market conditions. Deerfield Naturals plans to produce products of superior quality and will price its products accordingly.

4. MARKETING & SALES

4.1 Growth Strategy

Deerfield Naturals' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience; and
5. A caring and thoughtful staff made of consummate professionals

Deerfield Naturals plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

4.2 Communication

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

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

Deerfield Naturals will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discover networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications

Deerfield Naturals will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

4.3 Sales

Deerfield Naturals will sell its product and service by engaging customers with knowledgeable in-store personnel. Deerfield Naturals will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Deerfield Naturals will market its products and services to reach a wide range of qualified consumers.

Deerfield Naturals will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Deerfield Naturals will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

4.4 Logo

Deerfield Naturals has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:



5. FINANCIAL PROJECTIONS

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 1	SECOND FULL FISCAL YEAR PROJECTIONS 2	THIRD FULL FISCAL YEAR PROJECTIONS 3
Projected Revenue	\$ 2,249,100.00	\$ 2,481,864.00	\$ 2,726,052.00
Projected Expenses	\$ 2,194,500.00	\$ 2,260,335.00	\$ 2,328,145.05
VARIANCE:	\$ 54,600.00	\$ 221,529.00	\$ 397,906.95
Number of unique customers for the year	13,388	14,102	14,816
Number of customer visits for the year	53,550	56,406	59,262
Projected % of customer growth rate annually	---	5	5
Estimated purchased ounces per visit	.150	.176	.209
Estimated cost per ounce	\$ 280	\$ 250	\$ 220
Total FTEs in staffing	12	13	14
Total marijuana inventory for the year (in lbs.)	700	750	800
Total marijuana sold for the year (in lbs.)	600	620	775
Total marijuana left for roll over (in lbs.)	100	230	255

6. TEAM

6.1 General

Deerfield Naturals has put together a team to implement the operations of the ME. Deerfield Naturals intends to create 10 to 15 full-time staff positions within the first three years of operations in Deerfield.

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

6.2 Founders

Mark Valone, the founder of Deerfield Naturals has a successful history of entrepreneurship, having grown a start up business to an annual sales volume of over \$20 million. Mark is a lifelong resident of Western Massachusetts and has over 35 years of experience in the following areas:

- Business development,
- Product design and development,
- Product sourcing
- Engineering,
- Financial Analysis;
- Manufacturing and;
- Retail sales

6.3 Operations and Facilities Director

Matthew Plotkin, the Operations and Facilities Director for Deerfield Naturals, is a lifetime resident of the town of Deerfield with over five years of experience in facilities and operations management. Matthew has experience in managing over half a million square feet of property, coordinating multiple projects with various vendors. Matthew also has experience as a call force firefighter and holds a master's degree in emergency management.

6.4 Head of Security & Head of Cultivation

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

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

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

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

7. FINAL REMARKS

Deerfield Naturals has the experience and know-how to safely and efficiently serve customers and patients with high quality, consistent, laboratory-tested cannabis and derivatives. Deerfield Naturals hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Deerfield Naturals' state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025. Deerfield Naturals looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits this market will yield.

PLAN FOR OBTAINING LIABILITY INSURANCE

Deerfield Naturals, Inc. (“Deerfield Naturals”) will contract with an insurance company to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Deerfield Naturals will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Deerfield Naturals will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Deerfield Naturals will keep reports documenting compliance with 935 CMR 500.105(10).

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Deerfield Naturals, Inc. (“Deerfield Naturals”) has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the Commission, Deerfield Naturals will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), Deerfield Naturals will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of Deerfield Naturals’ marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Deerfield Naturals location and transferable to Deerfield Naturals’ retailer location within 48 hours. Deerfield Naturals may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, Deerfield Naturals will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21

years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

Deerfield Naturals will have a private area separate from the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.

QUALITY CONTROL AND TESTING

Quality Control

Deerfield Naturals, Inc. (“Deerfield Naturals”) will comply with the following sanitary requirements:

1. Any Deerfield Naturals agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Deerfield Naturals agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Deerfield Naturals’ hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Deerfield Naturals’ production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Deerfield Naturals’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Deerfield Naturals will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Deerfield Naturals’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Deerfield Naturals’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Deerfield Naturals’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Deerfield Naturals will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

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

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

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

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

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

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

- Well-cured and generally free of seeds and stems;

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

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

Testing

Deerfield Naturals will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Deerfield Naturals' marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Deerfield Naturals' environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Deerfield Naturals' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Deerfield Naturals will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Deerfield Naturals' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Deerfield Naturals for disposal or by the Independent Testing Laboratory disposing of it directly.

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Deerfield Naturals, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Deerfield Naturals and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Deerfield Naturals will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records

- Deerfield Naturals will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Deerfield Naturals will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Deerfield Naturals for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Deerfield Naturals will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Deerfield Naturals agents present during the disposal or handling, with their signatures. Deerfield Naturals will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Deerfield Naturals will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Deerfield Naturals closes, all records will be kept for at least two (2) years at Deerfield Naturals' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Deerfield Naturals will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Deerfield Naturals' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Deerfield Naturals' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Deerfield Naturals operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Deerfield Naturals, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Deerfield Naturals' website.
 - Policies and procedures for the handling of cash on Deerfield Naturals premises including but not limited to storage, collection frequency and transport to financial institution(s).
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
 - If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the

purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

QUALIFICATIONS AND TRAINING

Deerfield Naturals will ensure that all employees hired to work at a Deerfield Naturals facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

On or after July 1, 2019, all of Deerfield Naturals' current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Deerfield Naturals' new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Deerfield Naturals' owners, managers, and employees will then successfully complete the program once every year thereafter. Deerfield Naturals will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Deerfield Naturals' records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Deerfield Naturals' agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

DIVERSITY PLAN

Overview

Deerfield Naturals, Inc. (“Deerfield Naturals”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.¹

To support such populations, Deerfield Naturals has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Deerfield Naturals’ operations.

Goals

In order for Deerfield Naturals to promote equity in its operations, Deerfield Naturals has established the following goals:

1. Hire and retain at least 50% of employees who are women;
2. Hire and retain at least 5% of employees who are minorities; and
3. Utilize at least 5% of vendors that are certified disadvantaged business enterprises for services provided to Deerfield Naturals, as supported by the Supplier Diversity Office’s Directory of Certified Businesses.

Programs

Deerfield Naturals has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Advertising employment opportunities (as they become available but not less than annually) tailored to individuals who are women and minorities with diverse job boards, such as diversityjobs.com;
2. When bidding out proposals for third-party contractors, utilizing the Supplier Diversity Office’s database to identify contractors registered as MBEs, WBEs, VBEs, DOBEs or LGBTBEs; and
3. Hosting and/or participating in career fairs (not less than annually) with a focus on attracting individuals who are women and minorities. Such career fairs will be advertised with diverse job boards such as diversityjobs.com, in compliance with the requirements of 935 CMR 500.105(4).

Measurements

The Operations & Facilities Director will administer the Plan and will be responsible for developing measurable outcomes to ensure Deerfield Naturals continues to meet its commitments. Such measurable outcomes, in accordance with Deerfield Naturals’ goals and programs described above, include:

- a. The total number of people who are women or minorities who are employed at Deerfield Naturals (as supported by voluntary, anonymous employee questionnaires);

¹ As per 935 CMR 500.101(1)(c)(8)(k) as promulgated on 11/1/19 and the Commission’s *Guidance on Required Positive Impact Plans and Diversity Plans* as revised 2/25/19. For purposes of this Diversity Plan, Deerfield Naturals is interpreting “[p]eople of all gender identities and sexual orientations” to mean people identifying as LGBTQ+.

- b. An accounting, in accordance with generally accepted accounting principles, of any and all third-party contractor spending by Deerfield Naturals with MBEs, WBEs, VBEs, DOBEs or LGBTBEs;
- c. The total number of employment opportunities posted with diverse job boards, as well as the number of resumes received via such postings; and
- d. The total number of career fairs hosted or participated in, including documentation of any advertisements related thereto and the number of resumes received via such postings.

Beginning upon receipt of Deerfield Naturals' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Deerfield Naturals will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Operations & Facilities Director will review and evaluate Deerfield Naturals' measurable outcomes no less than four (4) times per year to ensure that Deerfield Naturals is meeting its commitments. Deerfield Naturals is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

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

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

Agent Personnel Records

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

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

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

After-Hours Contact Information

Mark Valone

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Matthew Plotkin

P: 413-387-9021

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Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 10:00 a.m. – 10:00 p.m.
Tuesday: 10:00 a.m. – 10:00 p.m.
Wednesday: 10:00 a.m. – 10:00 p.m.
Thursday: 10:00 a.m. – 10:00 p.m.
Friday: 10:00 a.m. – 10:00 p.m.
Saturday: 10:00 a.m. – 10:00 p.m.
Sunday: 10:00 a.m. – 10:00 p.m.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Deerfield Naturals will undergo a detailed background investigation prior to being granted access to a Deerfield Naturals facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Deerfield Naturals pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Deerfield Naturals will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Deerfield Naturals will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Deerfield Naturals will consider the following factors:
 - i. Time since the offense or incident;

- ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Deerfield Naturals or the Commission.

Personnel Policies and Training

As outlined in Deerfield Naturals' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be

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

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

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