



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281964
Original Issued Date: 08/20/2020
Issued Date: 08/20/2020
Expiration Date: 08/20/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Stafford Green, Inc.

Phone Number: 508-367-2187
Email Address: staffordgreen1@gmail.com

Business Address 1: 80 Stafford Hill Rd
Business City: Cheshire Business State: MA Business Zip Code: 01225
Business Address 2:
Mailing Address 1: 80 Stafford Hill Rd
Mailing City: Cheshire Mailing State: MA Mailing Zip Code: 01225
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50
Percentage Of Control: 100
Role: Director
Other Role:

First Name: Francis	Last Name: Maguire	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Some Other Race or Ethnicity, Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)		
Specify Race or Ethnicity: Cape Verdean mixed race		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Francis	Last Name: Maguire	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: Francis	Last Name: Maguire	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000	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: 80 Stafford Hill Rd	
Establishment Address 2:	
Establishment City: Cheshire	Establishment Zip Code: 01225
Approximate square footage of the Establishment: 174240	How many abutters does this property have?: 21
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier: Tier 05: 30,001 to 40,000 sq. ft	Cultivation Environment: Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 05: 30,001 to 40,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCACertForm.pdf	pdf	5c8bea481e71bd126232e103	03/15/2019
Community Outreach Meeting Documentation	COM Attestation Stafford.pdf	pdf	5ced5ff969291617ba85e2db	05/28/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Stafford Green.pdf	pdf	5ced6ec650e7af1803c1d674	05/28/2019
Community Outreach Meeting Documentation	Newspaper Notice Stafford.pdf	pdf	5cee859d624ce5135e92458e	05/29/2019
Community Outreach Meeting Documentation	Municipal Notice.pdf	pdf	5cf1630913edb917cc1fbde2	05/31/2019
Community Outreach Meeting Documentation	Abutter Notice Attachment C.pdf	pdf	5cf1646158ad7e1336c2627e	05/31/2019

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	Positive Impact Plan - Stafford Green - 021320.pdf	pdf	5e4584c3fe55e40432f70901	02/13/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Board Member Other Role: Cultivator
First Name: Francis Last Name: Maguire 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
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Articles of Organization	Art of Org Stafford Green.pdf	pdf	5ced869f722cea17c125ee0b	05/28/2019
Bylaws	Bylaws - Stafford Green.pdf	pdf	5ced8ba950e7af1803c1d73a	05/28/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing SOC Stafford.pdf	pdf	5cee983441a4321320f2681c	05/29/2019
Department of Revenue - Certificate of Good standing	Cert of Good DOR- Stafford Green.pdf	pdf	5cf56519722cea17c125fb59	06/03/2019

No documents uploaded

Massachusetts Business Identification Number: 001366029

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	STAFFORD GREEN PROPOSAL FOR INSURANCE.pdf	pdf	5cfe77b713edb917cc1fd0bd	06/10/2019
Business Plan	Business Plan Summary - Stafford Green - 021120.pdf	pdf	5e42ff214fa2b004756a16b9	02/11/2020
Proposed Timeline	Proposed Timeline Stafford Green, Inc 030420.pdf	pdf	5e601e32d2a4e44405839127	03/04/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of Diversion - Stafford Green, Inc - 060619.pdf	pdf	5cfa847c64ca8317f4fcadc7	06/07/2019
Restricting Access to age 21 and older	Restricting Access - Stafford Green, Inc - 052819.pdf	pdf	5cfa847e624ce5135e925bed	06/07/2019
Security plan	Security Plan - Stafford Green, Inc - 060619.pdf	pdf	5cfa848558ad7e1336c271ee	06/07/2019
Storage of marijuana	Storage of Marijuana - Stafford Green, Inc - 060619.pdf	pdf	5cfa856a622b7c1357f70f9e	06/07/2019
Transportation of marijuana	Transportation of Marijuana - Stafford Green, Inc - 060619.pdf	pdf	5cfa856e1dae681319ce9cfa	06/07/2019
Maintaining of financial records	Maintaining Financial Records - Stafford Green, Inc - 052819.pdf	pdf	5cfa85db13edb917cc1fcd98	06/07/2019
Record Keeping procedures	Record Keeping Procedures - Stafford Green, Inc - 052819.pdf	pdf	5cfa85de33099617d7944aa0	06/07/2019
Policies and Procedures for cultivating.	D - Cultivation Policies and Procedures - Stafford Green, Inc - 060619.pdf	pdf	5d24bd4c9c49a009f10bc811	07/09/2019
Dispensing procedures	D - Dispensing Procedures - Stafford Green, Inc - 060619.pdf	pdf	5d24bd4e742e9b04ecc385bf	07/09/2019

Diversity plan	Diversity Plan - Stafford Green - 020520.pdf	pdf	5e43004ad43df3043d4b8bca	02/11/2020
Qualifications and training	Qualifications and Training - Stafford Green - 020520.pdf	pdf	5e43004c02a6e7045352c758	02/11/2020
Personnel policies including background checks	Personnel Policies - Stafford Green - 020520.pdf	pdf	5e43004dd29b0704447d726c	02/11/2020
Quality control and testing	Quality control and testing - Stafford Green - 020520.pdf	pdf	5e43004d61c9e9045a79228d	02/11/2020
Inventory procedures	Inventory Procedures - Stafford Green - 020520.pdf	pdf	5e43004f7b9883042b371cc9	02/11/2020
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation - 021320.pdf	pdf	5e45842c02a6e7045352cde6	02/13/2020

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: 7:00 AM	Monday To: 9:00 PM
Tuesday From: 7:00 AM	Tuesday To: 9:00 PM
Wednesday From: 7:00 AM	Wednesday To: 9:00 PM
Thursday From: 7:00 AM	Thursday To: 9:00 PM
Friday From: 7:00 AM	Friday To: 9:00 PM
Saturday From: 7:00 AM	Saturday To: 9:00 PM

Sunday From: 7:00 AM

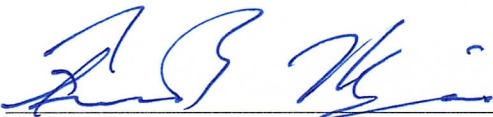
Sunday To: 9:00 PM

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

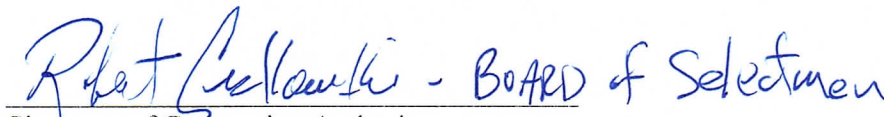
I, FRANK MASHIRE, (insert name) certify as an authorized representative of STAFFORD GREEN, INC. (insert name of applicant) that the applicant has executed a host community agreement with CHESHIRE (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 1/23/19. (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, ROBERT CISKOWSKI, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for CHESHIRE (insert name of host community) to certify that the applicant and STAFFORD GREEN, INC. CHESHIRE (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 1/22/19. (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Francis G. Maguire, (insert name) attest as an authorized representative of Stafford Green, 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 1/23/19 (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 1/16/19 (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 1/16/19 (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 1/14/19 (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*).

Stafford Green, Inc.; Plan to Remain Compliant with Local Zoning

Stafford Green, Inc. attests that it will, through its operation of a Tier 05 Cultivation license in Cheshire, MA, follow and remain compliant with all local zoning requirements, including but not limited to the following sections of the Cheshire Zoning Bylaw:

Section 7-23 Special Permits and Site Plan approvals:

Section B-7 Marijuana Establishments (MEs)

Section C Location of MEs

As Stafford Green, Inc. has been granted a host agreement by the town of Cheshire, we plan to follow the use regulations for permitted use at our 80 Stafford Hill Road location, performance standards for security and fire, and all provisions for parking, loading, etc. We will also communicate with Ed St. John, the town administrator and applicable departments in the town of Cheshire on a regular basis to remain updated and compliant with any changes or additions to local zoning.

Public Notices

Deed Book 1528 page
dated 08/30/1996 in
County Records.

agor's(s') title see deed
with Berkshire County
(ict) Registry of Deeds in
Page 792.

ises will be sold and
subject to and with the
l rights, rights of way,
easements, covenants,
ns in the nature of liens,
ts, public assessments,
unpaid taxes, tax titles,
ter and sewer liens and
unicipal assessments or
sting encumbrances of
h are in force and are
having priority over said
whether or not reference
restrictions, easements,
ments, liens or
es is made in the deed.

SALE:

it of Five Thousand
Dollars by certified or
will be required to be
purchaser at the time
f sale. The balance is to
certified or bank check
Law Offices, P.C., 150
a St., Newton,
etts 02458, or by mail to
610389, Newton
Massachusetts
, within thirty (30) days
ate of sale. Deed will be
purchaser for recording
ot in full of the purchase
description of the
contained in said
hall control in the event
n this publication.

terms, if any, to be
at the sale.

ERGO BANK, NA S/B/M
LS FARGO HOME
E INC.
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neys,
LAW OFFICES, P.C.
nia St.
A 02458
500

01/16/19, 01/23/19

HEARING NOTICE TOWN COMMUNITY PRESERVATION COMMITTEE

Community Preservation
will hold its annual
informational hearing on
y, January 23, 2019 at
the Municipal Building,
Street, to identify the
ssibilities, and resources
Amstown regarding
community preservation in
e with General Law
44B, the 'Community
ion Act. Residents,
parties and prospective
are welcome to attend to
Committee in identifying
community housing, historic
ons, recreation and open
nds of the town.

Public Notices

Stafford Green, Inc.
announces a
Community Outreach Meeting
Wednesday, January 23, 2019
6:30 PM at
The Cheshire Community Center
School Street, Cheshire

All are welcome to hear our
proposal to develop and operate a
licensed outdoor marijuana
cultivation establishment at 80
Stafford Hill Road, Cheshire.
There will be an opportunity for the
public to ask questions.
01/16/19

Town of Lenox
6 Walker Street
Lenox Massachusetts 01240
Notice of Request for Proposals
DEADLINE EXTENSION

The Town of Lenox has extended
the deadline for responses to its
Request for Proposals regarding the
Sawmill Property. The due date for
all proposals is 4:00 p.m. on
February 5th, 2019. Proposals must
be submitted to the Town of Lenox,
c/o Christopher Ketchen, Chief
Administrative Officer at 6 Walker
Street, Lenox, Massachusetts
01240. Late submittals will not be
reviewed. Developer selection will
take place on February 19th, 2019
at Lenox Town Hall. A fully copy of
an addendum with responses to
inquiries to date is available by
e-mailing
gmiller@townoflenox.com
01/16/19

Town of Lenox
Board of Selectman

You are hereby notified that a public
hearing will be held by the Town of
Lenox Board of Selectmen at the
Board of Selectmen's Office,
Lenox Town Hall, 6 Walker Street,
Lenox, MA 01240, on January 30,
2019 at 7:00 p.m. upon the petition
of Verizon Wireless for the
installation and operation of an
antenna and related equipment on
an existing utility pole (MECO #
35/84, NET&T Co # 34S) in the
municipal right of way bordering the
property known as 297 West Street.

The application and plans for the
above-mentioned petition are
available in the Board of
Selectmen's Office. Information is
also available via telephone at (413)
637-5500 ext. 7. The petitioner or a
knowledgeable representative is
required to attend the hearing to
answer any questions that may
arise.

Kenneth Fowler, Chairman
Lenox Board of Selectmen
01/16/19

TOWN OF STOCKBRIDGE INVITATION TO BID

The Town of Stockbridge, acting
through its Town Administrator,
invites sealed bids from contractors
approved by the Massachusetts
Department of Transportation for the
Church Street Paving and
Related Work. Plans and
specifications are available
electronically starting Wednesday,
January 16, 2019 at 2:00 pm by
email request with company name

Public Notices

until 2:00pm Thursday February 14,
2019 at which time they will be
publicly opened and read aloud.
See itemized proposal with special
provisions for additional submittal
requirements.

Only prospective bidders who are
prequalified for this project by
MassDOT will be entitled to bid on
this project. The estimated project
value to be included on the
pre-qualification form is \$522,000.

The Bid Guaranty from each
General Contractor shall be in the
form of cash bid bond, certified
check, Treasurer's or Cashier's
check, drawn upon a responsible
bank or trust company doing
business in the Commonwealth of
Massachusetts and shall be made
payable to the Town of Stockbridge.
The Bid Guaranty shall be five
percent (5%) of the bid amount for
General Contractors.

The work under this contract shall
be subject to the provisions of
Chapter 30, Section 39M of the
Massachusetts General Laws.
Wages are subject to
Massachusetts's minimum wage
rates as required by M.G.L. Chapter
149, Sections 26 to 27D, inclusive.
The contractor must certify that he
shall not discriminate against any
qualified employee or applicant for
employment because of race, color,
national origin, ancestry, age, sex,
religion, or physical or mental
handicap. The Contractor must
agree to comply with all applicable
Federal, State and Local statutes,
rules and regulations, prohibiting
discrimination in employment.

A one hundred percent (100%)
Performance Bond and a one
hundred percent (100%) Payment
Bond with a surety company
qualified to do business in the
Commonwealth of Massachusetts
will be required of the successful
bidder within 7 business days of
Notice of Award.

Selection of the contractor will be
based upon bidder qualifications
including evidence of past
performance in similar projects, bid
price, and MassDOT
prequalification. The Contract will
be awarded to the bidder deemed
by the Awarding Authority to be the
lowest responsible and eligible
bidder.

The Town of Stockbridge reserves
the right to accept or reject any and
all bids, in whole or in part, to waive
any informality in the bids received,
and to accept the bid deemed to be
most favorable to the best interest
of the Town. The bidder agrees that
its bid shall be good and not
withdrawn for a period of thirty (30)
days, Saturdays, Sundays, and legal
holidays excluded, after the date of
opening the bids.

The Town of Stockbridge is an
equal opportunity employer and
encourages minority and woman
owned businesses to submit bids.

The Town of Stockbridge is a
municipal corporation and is exempt
from the payment of sales and

Lost



LOST DOG. Boxer mix. 11 years
old, brindle color with white patch
on chest. Answer to name "Pup-
py". Lost in Kirvin Park Mountain off
of Williams Street. May have went
over mountain towards New Lenox
Road area. Please call: Mara at
917-670-6424 or Maryann at
413-329-5127.

Houses For Sale

**BERKSHIRE REAL
ESTATE SCHOOL**
Pittsfield Country Club
Wednesday, January 23

*Lunch courtesy of
Adams Community Bank*

• Earn 4 FREE CE Credits •

10:00 a.m.
Brokerage Relationships
2 Credits

Noon
Lunch Provided

2:00 p.m.
Transaction Brokerage/Facilitation
2 Credits

R.S.V.P. to Sherri at:
Sherri@HarschRealEstate.com
or call 413-458-5000

*January is the perfect time to get
CE class credits, before the 2019
busy spring selling season gets
underway.*

Business Rentals

PITTSFIELD. Elm Street. 1,200 sf retail
space in busy shopping center. Prime
location. **845-638-6600**

Apartment Rentals

1 BDRM. \$475/month.
2 BDRM. \$775/month.
Appliances, no utilities,
No pets. **413-347-0753.**

ALL RENTALS
on-line at:
www.rhabc.com
by the
Rental Housing Association
of
Berkshire County

ARCADIA COURT. DALTON, MA.
447 High Street. 2 bdrms, HT/HW,
and Electric included. No pets.
\$975-1025/month. First month and
security required. **413-447-4091**

NORTH ADAMS: FRANKLIN COURT

1 & 2 bedroom apartments in
modern brick buildings. Large living
room, eat in kitchen. Each
apartment has its own oversized
garage. Laundry, swimming pool,
large gazebo. From \$795 to \$985
includes heat, hot water. No pets.

Apartment Rentals

RICHMOND. 4 rooms, 2 bedroom,
full bath, 1 car garage, washer &
dryer. Available immediately. Utiliti-
es not included. \$1200.00 per
month, 1 year lease. **413-358-7751.**

Condo/Co-op Rentals

★ NEW AD TODAY ★

LENEX. 2 bedroom at the Ponds at
Fox Hollow. Spacious bedrooms
sleeps six. Nice views of a beautiful
property. Close proximity to Down-
town Lenox, Tanglewood, and other
major attractions in the area. Week
36 (usually 1st or 2nd week in Sept.)
\$1000 OBO. **203-226-1796**

Houses for Rent

DALTON. Large 3 bedroom, 2 bath
duplex. Recently remodeled, near
schools and shopping. References
required. No smoking. \$1295/month
413-822-1593

Wanted to Rent

DOG LOOKING FOR 2 BED APT in
Adams. Has owner. **413-344-3492**

Help Wanted

NOW HIRING

PATRICK'S PUB

is looking for committed, hard-
working candidates to join their
back of house team.

- Line cooks
- Prep cooks

Experience not necessary, but
reliability is a must.

Please apply in person
26 Bank Row
Pittsfield

THE TOP 10 REASONS TO READ YOUR LOCAL NEWSPAPER

REASON 10

10. You need
a plumber,
electrician—or
a realtor!

LOOKING FOR HELP?



Stafford Green, Inc.

80 Stafford Hill Rd.
Cheshire, Massachusetts 01226
www.staffordgreeninc.com

January 14, 2019

Cheshire Town Clerk
Town of Cheshire
80 Church St.
Cheshire, Mass. 01225

The Planning Board
Town of Cheshire
80 Church St.
Cheshire, Mass. 01225

The Selectboard
Town of Cheshire
80 Church St.
Cheshire, Mass. 01225

To the Cheshire Town Clerk, the Planning Board, and the Selectboard:

I write on behalf of Stafford Green, Inc., which proposes to utilize the parcel of land at 80 Stafford Hill Rd. for operation of a licensed outdoor cannabis cultivation facility, subject to all licensing requirements of the Massachusetts Cannabis Control Commission and local zoning.

Enclosed is a copy of the notice to be published in The Berkshire Eagle concerning a community outreach meeting on **Wednesday, January 23rd, 2019**, at 6:30 PM at The Cheshire Community Center on School St. in Cheshire, at which time the public will be invited to ask questions and I and other representatives will be present to explain the proposal and answer them.

Kindly accept this notice for filing.

Please feel free to contact me any time if you would like to discuss this project.

I invite your attendance on January 23rd.

Very truly yours,

Francis G. Maguire
President of Stafford Green, Inc.
staffordgreen1@gmail.com
(508) 367-2187



Stafford Green, Inc.
80 Stafford Hill Rd.
Cheshire, Massachusetts 01226
www.staffordgreeninc.com

[REDACTED]
1421-1209 Windsor Rd
Cheshire, MA 01225

January 14, 2019

To the Abutters and Neighbors of 80 Stafford Hill Rd., Cheshire Massachusetts:

I write on behalf of Stafford Green, Inc., which proposes to utilize the parcel of land at 80 Stafford Hill Rd. for operation of a licensed outdoor cannabis cultivation facility, subject to all licensing requirements of the Massachusetts Cannabis Control Commission and local zoning.

We invite you to attend a community outreach meeting on **Wednesday, January 23rd, 2019**, at 6:30 PM at The Cheshire Community Center on School St. in Cheshire, at which time the public will have an opportunity to ask questions and I and other representatives will be present to explain the proposal and answer them.

Please feel free to contact me any time if you would like to discuss this project.

I look forward to seeing you on January 23rd.

Very truly yours,

Francis G. Maguire
President of Stafford Green, Inc.
staffordgreen1@gmail.com
(508) 367-2187

The Green Gateway Positive Impact Program

Introduction

This direct mentor-to-mentee program will be hosted in Pittsfield, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. Stafford Green, Inc. has committed to funding the *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence at the receipt of a provisional Marijuana Establishment license. Quarterly scheduled seminars will be promoted and advertised through print media, social media, poster campaigns, and any other means.

Acknowledgements

The applicant 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.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

Goals:

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, *"...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."*

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**.

The goal of the program is to provide ADI communities access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

- Access to **quarterly** training seminars (see seminar content below)
 - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
 - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.
 - PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.

- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, access to resource center providing links and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals
- Promote PTG attendee participation in a wide-reaching quarterly survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

Programs:

The *Green Gateway Positive Impact Program* comprises three main elements:

One day seminar - This free, quarterly seminar will be conducted at a suitable venue in the above ADI. The goal of these seminars is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

Seminar Content:

- Introduction
- A brief history of Marijuana regulation
- Federal Law, State Law, Regulations and Administrative Decisions
- The Cannabis Control Commission
- Developing your vision
- Developing your business plan
- The Application Process - Threading the needle
- Community Resources for Economic Development
- Home-Grown Cannabis regulations
- Employment in the Marijuana Industry
- Open Forum
- Next steps

Mentorship and Counseling - Seminar participants will be offered free, **ongoing** access to a web-based, “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana Licensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to an online resource center that provides links to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ page, where PTG participants may post questions and receive answers to Marijuana industry related issues.
- A **weekly** telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

Positive Impact Survey - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the one-day seminar are required to complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the one-day seminar. This will help identify our core survey group.

The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will be made available to the CCC, state funding agencies, and local business development organizations. This report will help assess and measure the obstacles and routes to success for PTG participants.

Measurements:

Program Progress and Success - The success and impact of this program will be measured through the following means:

- **Attendance** - Attendance will be counted and recorded through both the survey and attendee records. Attendance goals will be achieved if at least 25% of attendees are PTGs from any ADI.
- **Feedback** - All attendees, survey participants, and survey recipients will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 75% or more attendees provide feedback and that feedback rating is at least 3.5 out of 5.
- **Sustainability** - One of our benchmarks of success will be sustained participation in our program. We define "sustained participation" as the continued engagement of at least 25% of attendees in our post seminar activities such as mentorship and counseling activities, accessing our online resource center, or participating in our weekly telephone conference during the 3 months following their first seminar
- **Survey Data use** -The success of our survey data efforts may be measured by the circulation of our annual survey data report to at least two state organizations, the governing body of the above ADI, and at least two independent regional workforce development and/or economic development organizations.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to annual renewal of the license and each year thereafter, commencing with the date of provisional license.

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The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D; Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

Stafford Green, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. If you wish to specify more limited purposes, state them below.

to own, operate, manage, develop and otherwise deal with real estate and all activities related thereto and to engage in any activity in which a corporation organized under the laws of the Commonwealth of Massachusetts may lawfully engage.

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
common	10000			

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

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; if there are no such provisions, this article may be left blank or state "None."

See attached.

Note. The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment

ARTICLE VII

Unless otherwise provided in the articles of organization, 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:
80 Stafford Hill Road, Cheshire, MA 01225
- b. The name of its initial registered agent at its registered office:
Francis G. Maquire
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation:

	NAME	ADDRESS
President:	Francis G. Maquire	80 Stafford Hill Road, Cheshire, MA 01225
Treasurer:	Francis G. Maquire	80 Stafford Hill Road, Cheshire, MA 01225
Secretary:	Francis G. Maquire	80 Stafford Hill Road, Cheshire, MA 01225
Director(s):	Francis G. Maquire	80 Stafford Hill Road, Cheshire, MA 01225

- d. The fiscal year end of the corporation: December 31
- e. A brief description of the type of business in which the corporation intends to engage: own and operate with real estate
- f. The street address of the principal office of the corporation is:
80 Stafford Hill Road, Cheshire, MA 01225
- g. The street address where the records of the corporation required to be kept in the commonwealth are located:
80 Stafford Hill Road, Cheshire, MA 01225, which is
(number, street, city or town, state, zip code)

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

Signed this 23rd day of January, 2019 by the incorporators whose name and address are listed below:

Signature: 

Name: Francis G. Maquire

Address: 80 Stafford Hill Road, Cheshire, MA 01225

ARTICLE II

1. To apply for one or more licenses from the Cannabis Control Commission (CCC) to own, operate, manage and otherwise deal with Registered Marijuana Cultivation, Production and Dispensary facilities in accordance with the laws of the Commonwealth of Massachusetts.
2. To purchase, lease, sublease or otherwise acquire and to hold, use, rent, manage, operate, maintain, sell, pledge, deal in or with any and all kinds of properties, real, personal, or mixed, tangible or intangible, of every type, nature and description.
3. To acquire, and pay for in cash, stock or bonds of the corporation or otherwise, the goodwill, rights, assets and properties, and to undertake, guarantee or assume the whole or any part of the obligations or liabilities, of any person, firm, association or corporation.
4. To incur liabilities and borrow money and to issue notes, bonds or other evidences of indebtedness and to secure the same by mortgage or pledge of any part or all of the properties of any and every kind of the corporation; to enter into and to guarantee obligations of others under any such circumstances as may relate to the interest of this corporation.
5. To purchase, subscribe for or otherwise acquire, register, hold, sell, assign, transfer, pledge or otherwise dispose of shares of stock, bonds, notes and other securities and evidences of interest in or indebtedness of any government or political subdivision thereof and of any person, firm or holder thereof to exercise all the rights, powers and privileges of ownership, in the same manner that an individual might do.
6. To purchase, hold, sell and transfer the shares of its own capital stock or any other securities issued by it; provided (1) it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, unless otherwise permitted by law, (2) such purchase, sale or transfer is not otherwise prohibited by law and (3) shares of its own capital stock belonging to it shall not be voted on directly or indirectly.
7. To do, or cause to have done, any and all such acts and things as they be necessary, desirable, convenient or incidental to the consummation or accomplishment of any or all of the foregoing purposes.
8. To act as the incorporator or shareholder in any other corporation, either by itself or in conjunction with any other individual or corporation and to enter into a partnership agreement or agreements as a general or limited partner without any limitation thereon.
9. In furtherance and not in limitation of these purposes and powers, to do any and all things and exercise any and all powers necessary, convenient or advisable to accomplish one or more of the purposes of this corporation or which shall at any time appear to be for the benefit of the corporation in connection therewith, which may now or hereafter be lawful for the corporation to perform or exercise under and in pursuance of the laws of the Commonwealth of Massachusetts.

ARTICLE V

Each of the shares of common stock of the corporation is subject to the requirements and restrictions upon the transfer of such shares as set forth below, and the same shall constitute a contract of each shareholder and with the heirs, assigns, executors, administrators, or other legal representatives, and upon all other persons succeeding to or standing in the place of or holding under the shareholder, whether by act of the shareholder or by operation of law. These provisions shall not be discharged by transfer of shares, which may be made in compliance with the provisions hereof, but shall apply anew to such shares in the hands of the new holder thereof. These restrictions shall not prevent the making of a bona fide pledge of any shares to secure an indebtedness, but shall apply fully with respect to the proposed transfer from the name of the shareholder pursuant to such pledge, whether upon foreclosure or otherwise and whether to the pledge or to any other person.

Any shareholder, before selling or transferring or otherwise disposing of any of his shares of common stock shall first give written notice thereof to the corporation, stating the nature of the proposed disposition, the name of the proposed transferee and the consideration (if any) to be received thereon, and shall therewith offer in writing to sell such shares to the corporation at the price proposed to be received upon such sale and on the same terms and conditions. Such offer shall be accepted or rejected by a vote of a majority of the Directors at the time in office (excluding any Director whose shares are the subject of said vote) at a meeting of the Board of Directors to be held not more than ninety (90) days after the receipt of by the corporation of such offer for the purpose of accepting or rejecting such offer, and if such offer is not so accepted, it shall be deemed to be rejected. If such offer shall be accepted as above, then the shares so offered shall be sold and transferred to the corporation, and the corporation shall pay therefor. If the Directors shall not vote to accept such offer as aforesaid, then the shareholder shall be at liberty at any time within the three months following rejection of the offer, to dispose of and transfer said shares, in all respects in accordance with the proposed disposition as stated in the notice to the corporation as above, but not otherwise.

The holder of any common stock in the corporation who shall have attempted to transfer his shares without compliance with, or in any other manner shall have failed to comply with, these requirements and restrictions, shall not, until full compliance therewith, be entitled to any of the rights and privileges of a shareholder of this corporation, other than the right to vote at meetings of the stockholders of this corporation, if he would be otherwise so entitled, and the right to receive dividends declared on his said shares prior to the date of his actually becoming in default hereunder, but this provision shall in no way relieve the shareholder from his obligation to offer the shares to the corporation as provided herein.

In any case arising under the foregoing provisions, the Board of Directors of the corporation, by a majority vote of the Directors then in office, may upon the application of any shareholder, waive any one or more of the foregoing requirements and restrictions, unconditionally or on such terms and conditions as the Directors by such vote shall determine. No Director shall be disqualified from voting at such meeting merely by reason of the circumstance that such action would affect directly or indirectly his holdings of stock in the corporation.

The foregoing restrictions and requirements may be rescinded in their entirety, or modified at any time in any manner not rendering the same more onerous to the shareholder, by a majority vote of the holders of the common stock of the corporation at a meeting duly called and held for that purpose.

ARTICLE VI

1. INTERCOMPANY DEALINGS

The corporation may enter into contracts or transact business with one or more of its directors, officers or shareholders, or with any corporation, organization or other concern in which any director, officer or shareholder has an interest. Any contract or transaction in which any director, officer or shareholder is in any way interested, shall not be invalidated or in any way affected, unless there is a showing of fraud on the part of the interested director, officer or shareholder, even if the director, officer or shareholder, had an adverse interest and their vote may have been necessary to obligate the Corporation upon such contract or transaction. At any meeting of the Board of Directors of the Corporation, or any duly authorized subcommittee thereof, any interested director may vote or act with like force and effect as if they had no such interest, provided such interest (though not necessarily the extent or details thereof) is disclosed to the directors of a majority thereof. A general notice that a director or officer is interested in any corporation or other concern of any kind referred to shall be sufficient disclosure with respect to all contracts and transactions with such corporation or other concern. No director shall be disqualified from holding office as director or officer of the Corporation by reason of any such adverse interest, unless the interest is detrimental to the Corporation. In the absence of fraud, no director, officer or shareholder having such adverse interest shall be liable to the Corporation or to any shareholder or creditor for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer or shareholder be accountable for any gains or profits realized thereon.

2. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, each person who is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, and each person who is or was serving at the request of the corporation in any capacity with respect to any employee benefit plan against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or having served in any capacity with respect to any employee benefit plan, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interest of the corporation or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding on receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice

that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) be any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, director, employee, agent or trustee or any such person serving in any capacity with respect to any employee benefit plan of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee or any such person serving in any capacity with respect to any employee benefit plan may be entitled or which may lawfully be granted to him. As used herein, the terms "director," "officer," "employee," "agent" and "trustee" include their respective executors, administrators and other legal representatives, and "interested" person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a "disinterested" person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened. By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization or with respect to any employee benefit plan, in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

3. LIABILITY OF DIRECTORS TO THE CORPORATION

No director shall be personally liable 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, to the extent required by applicable law, this provision shall not eliminate 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, (iii) under Section 61 or 62 or successor provisions of the Massachusetts Business Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. This provision shall not eliminate the liability of a director for any act or omission occurring prior to the date upon which this provision becomes effective. No amendment to or repeal of this provision shall apply to or have any effect on liability with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

4. OTHER PROVISIONS;

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the Corporation, for its voluntary dissolution, or for limiting, defining or regulating the powers of the Corporation or of its directors or stockholders or of any class of stockholders:

- i. The directors may make, amend or repeal the By-Laws in whole in part, except with respect to any provision of such By-Laws which requires action by the stockholders.
- ii. Meetings of the stockholders of the Corporation may be held anywhere in the United States.
- iii. The Corporation shall have the power to be a partner in any business enterprise, which this Corporation would have the power to conduct by itself.

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:

January 28, 2019 03:18 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Stafford Green Inc.

Bylaws

ARTICLE I OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary

or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote

shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or

vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or

an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death,

resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X

GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such

person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

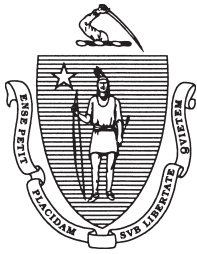
Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

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APPROVED AND ADOPTED
May 20, 2019.



Francis Maguire, Secretary



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

William Francis Galvin
Secretary of the
Commonwealth

Date: May 28, 2019

To Whom It May Concern :

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

STAFFORD GREEN, INC

is a domestic corporation organized on **January 28, 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.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19050533440

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

Processed by:



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

mass.gov/dor

Letter ID: L1245092736
Notice Date: May 28, 2019
Case ID: 0-000-496-264



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



STAFFORD GREEN, INC
80 STAFFORD HILL RD
CHESHIRE MA 01225-9528

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, STAFFORD GREEN, 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

CANNABIS INSURANCE PROGRAM

COVERAGE PROPOSAL

Please find your approved quote per your submission. If you have any questions, please contact your underwriter.



- | | |
|---------------------|-------------------------------|
| Section I: | Premium Summary |
| Section II: | Location & Operations Summary |
| Section III: | Coverage Summary |
| Section IV: | Coverage Form Summary |
| Section V: | Binding Requirements |

Section I

QUOTE

Quote Prepared: Stafford Green

Date Prepared: 05/30/2019

Broker of Record: Cannabis Insurance Consultants, Inc.

Producer: Tony Carastro

Knight specialty Insurance Company

Coverages**Quote****Rating Basis:**

<ul style="list-style-type: none">• General Liability• Property	<table><tr><td>Total Premium</td><td>\$39,580.00</td></tr><tr><td>Underwriting Fee</td><td>\$1,500.00</td></tr><tr><td>Inspection Fee</td><td>\$625.00</td></tr><tr><td>Stamping Fee</td><td>\$22.41</td></tr><tr><td><u>Surplus Lines Tax</u></td><td><u>\$2,503.64</u></td></tr><tr><td>Grand Total</td><td>\$44,231.05</td></tr></table>	Total Premium	\$39,580.00	Underwriting Fee	\$1,500.00	Inspection Fee	\$625.00	Stamping Fee	\$22.41	<u>Surplus Lines Tax</u>	<u>\$2,503.64</u>	Grand Total	\$44,231.05	<ul style="list-style-type: none">• General Liability – Gross Revenue• Gross Revenue: \$750,000• Property – Property Values
Total Premium	\$39,580.00													
Underwriting Fee	\$1,500.00													
Inspection Fee	\$625.00													
Stamping Fee	\$22.41													
<u>Surplus Lines Tax</u>	<u>\$2,503.64</u>													
Grand Total	\$44,231.05													

Section II

Scheduled Operations:

Recreational & Medicinal Cannabis Grow

Scheduled Locations:

Loc #1/Bldg #1

80 Stafford Hill RD Cheshire MA

Section III

Coverage Summary

General Liability Coverage Limits		Occurrence Form		Premium
General Aggregate				\$2,000,000.00
Each Occurrence				\$1,000,000
Products Completed Operations				Excluded
Personal & Advertising Injury				\$1,000,000
Damage to Premises Rented to You				\$100,000
Pesticide Endorsement				\$50,000
Medical Payments				\$1,000
Stop Gap Coverage-WA Only				\$1,000,000
Hired and Non-Owned Auto Endorsement				\$0
Deductible				\$2500 (Per Occurrence)
Additional Insured Certificate	(Fully Earned)	#1		\$50.00
Primary Wording		#0		\$0.00
Waiver of Subrogation		#0		\$0.00

Property		Knight Specialty Insurance Company (A.M. Best Rated B X)		Coverage Limits	Premium
Building	RCV, 90% Coinsurance			\$100,000.00	
	Wind and Hail Excluded				
Loss of Income	90% Coinsurance			\$100,000.0	
Cannabis Inventory/Finished Stock	ACV			\$500,000.00	
*Cannabis Finished Stock on Display is limited to				\$500,000.00	
*Cannabis Finished Stock on Display is limited to				(LOC 1)Grow	
*Cannabis Finished Stock on Display is limited to				\$00,000.00	
Outdoor Sign	RCV, 90% Coinsurance			\$0,000.00	
Indoor Grow Equipment and Tools	RCV, 90% Coinsurance			\$0.00	
Outdoor Grow Equipment and Tools	RCV, 90% Coinsurance			\$0.00	
Business Personal Property	RCV, 90% Coinsurance			\$20,000.00	
Tenants Improvements	RCV, 90% Coinsurance			\$0,000.00	
Property Deductible				\$2,500 (Per Occurrence)	
Commercial Property Endorsement	Form				Not Quoted
• Accounts Receivable				\$25,000	
• Employee Dishonesty				\$25,000	
• Money & Securities				\$25,000	
• Outdoor Property (Trees, Radio/TV, Antennas, Sign)				\$25,000	
• Outdoor Property (Trees, Shrubs or Plants)				\$500 each tree/\$2,500	
• Personal Effects and Property of Others				\$25,000	
• Property In Transit Coverage				\$ theft limit	
• Property Off-Premises				\$25,000	
• Spoilage				\$25,000	
• Valuable Papers and Records(Other than Electronic Data)				\$25,000	
Property endorsement deductible				\$500	
Note: Backed Up Sewers and Drains Endorsement is included at no charge, if Property is packaged with General Liability.					

Excess Liability	<u>Premium</u> Not Quoted \$0.00
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Crop: Falls Lake National Insurance Company (A.M. Best Rated A X)

		<u>Coverage Limits</u>	<u>Premium</u>
Crop Schedule:		Not Quoted	\$0.00
• Seeds	RCV, 90% Coinsurance	\$0.00	
• Immature Seedlings	RCV, 90% Coinsurance	\$0.00	
• Vegetative Plants	RCV, 90% Coinsurance	\$0.00	
• Flowering Plants	RCV, 90% Coinsurance	\$0.00	
• Harvested Plants	RCV, 90% Coinsurance	\$0.00	
• Finished Stock	RCV, 90% Coinsurance	\$0.00	
Deductible			\$2500 (Per Occurrence)

Products Liability: Claims Made Form

		<u>Coverage Limits</u>	<u>Premium</u>
• Product Liability Coverage			
Each Claim		NOT COVERED	NOT COVERED
Policy Term Aggregate		NOT COVERED	
Deductible		NOT COVERED	
• Endorsements			
Product Withdrawal			NOT COVERED
Deductible			
Retro Active Period	Date:mm/dd/yyyy		NOT COVERED
Vendor Certificate			NOT COVERED

Falls Lake National Insurance Company

Section IV

COVERAGE FORMS

Form #	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 70 09 12	CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL
IL 01 02 05 05	CALIFORNIA CHANGES – ACTUAL CASH VALUE
IL 01 04 09 07	CALIFORNIA CHANGES
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG DS 01 10 01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 11 04 13	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG 21 04 11 85	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 21 06 05 14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 04 02	FUNGI OR BACTERIA EXCLUSION
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 32 34 01 05	CALIFORNIA CHANGES
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CP DS 00 10 00	COMMERCIAL PROPERTY DECLARATIONS
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30 10 12	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

CP 10 30 10 12	PROPERTY CAUSES OF LOSS – SPECIAL FORM
CP 10 54 06 07	WINDSTORM OR HAIL EXCLUSION
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 03 01 15	BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE
MMD 10 04 01 15	COMBINATION GL ENDORSEMENT – NON CONTRACTORS
MMD 1006 01 15	EXCLUSION – ASSAULT AND BATTERY
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION
MMD 10 08 01 15	CARCINOGENS ENDORSEMENT
MMD 1009 01 15	EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS
MMD 10 17 01 15	EXCLUSION - TOBACCO OR RELATED PRODUCTS
MMD 1011 01 15	EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI
MMD 10 20 01 17	ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM
MMD 1012 01 15	EXCLUSION – PROFESSIONAL LIABILITY
MMD 1014 01 15	EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION
MMD 1015 01 15	EXCLUSION - TANNING BEDS
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
MMD 1018 01 15	GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1022 01 15	EXCLUSION - AMERICANS WITH DISABILITIES ACT
MMD 1027 01 15	PROTECTIVE SAFEGUARDS
MMD 1032 01 15	ABSOLUTE ASBESTOS EXCLUSION
MMD 1033 01 15	ABSOLUTE LEAD EXCLUSION
MMD 1034 01 15	AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
MMD 1040 01 15	RESIDENTIAL EXCLUSION
CA PHN 10 16	CALIFORNIA CONSUMER COMPLAINT NOTICE
MMD 1047 05 17	DESIGNATED CLASSIFICATION LIMITATION
MMD 10 48 09 17	FIRE HAZARD PROPERTY MITIGATION SAFEGUARD (CALIFORNIA)
FLFCC SOS 1000 CA (07 18)	FALLS LAKE CA SERVICE OF SUIT CLAUSE
FLFCC PP 3000 (07 18)	FALLS LAKE PRIVACY POLICY
FLF CC 2018 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE

D2	NON ADMITTED DISCLOSURE
MMD 10 53 09 18	EXCLUSION – RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)
MMD 10 30 10 18	FALLS LAKE TO REPORT A CLAIM

NOTE: All Falls Lake National Insurance Company forms listed above are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by Cannabis Insurance consultants, LLC. all rates are subject to change.

Section V

BINDING REQUIREMENTS

No coverage is bound until accepted & approved by Cannabis Insurance Consultants, LLC. Rates are subject to change upon receipt of completed applications. The terms & conditions offered may differ from what has been requested.

Signatures and Quotes are only good for 30 days from: 05/30/2019

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

BINDING REQUIREMENTS:

- NWISMMD v1.4 Application signed and dated. Please note that a signed application is required at the time binding is requested. Signatures cannot be older than 5 days.
- Criminal check authorization form
- SECTION 1-
- SECTION 1.B- Please make sure this section applies for all locations.
- SECTION 2-Please make sure this section applies for all locations.
- SECTIONS 3-7 LOC 1-Please list full physical address.
- SECTION 3-Please make sure all locations GL limits match as quoted with \$1M/\$2M limits.
- SECTION 3
- SECTION 4 LOC
- SECTION 4 LOC 3-Please confirm that applicant is sole tenant and no other buildings attached to qualify for building coverage at this location.
- SECTION 4
- SECTION 4.B
- SECTION 9-Please uncheck the property box if no loss payee is currently needed per your email.
- TRIA Form
- Inspection Requirement Form
- CA D1
- CA SL 2
- Copy of signed finance agreement
- Product Liability Year End Audit Requirement Form
- General Liability Year End Audit Requirement Form
- Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If you're license/permit is pending, please provide any other business license authorizing you to do such business in the state. Upon

receipt of your cannabis permit and/or license, please send to our underwriting department to complete the file as this is a requirement to maintain your policy in good standing. *****Please note that proof of permit or license is due within 30 days of binding to avoid cancellation.*****

- Insured signed and dated No Known Loss Letter with Insured's Legal business name included. Please date this from 1-year prior to bind request date.

Upon receipt of the above, we will determine if the premium is still valid and if coverage can be put in force. If you have any questions, please do not hesitate to contact our office. We are pleased to assist you in this regard.

Sincerely,

Cannabia Insurance Consultants, LLC

Underwriter: maria martinez

Phone: 813-489-6255

Email: tony@carastroins.com

Stafford Green, Inc - Business Plan Summary

SNAPSHOT

Business Overview

- Massachusetts-based cultivator
- 100% organic outdoor cultivator
- Wholesaling flower (buds), trim, kief, to licensed retailers and manufacturers in Massachusetts.
- Knowledgeable management team with strong technical capabilities.
- Strong local roots.
- Located in a secluded setting on Stafford Hill Road

Financial Projections

- Gross revenues are projected to be \$9.8M in year one, climbing to \$22.1M in year five.

Sources and uses

- Company is privately funded and will require approximately \$251,088 for start up.
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

Summary

Stafford Green is a Massachusetts-registered Corporation, seeking a state license for the cultivation of high-quality marijuana for sale to licensed retailers and manufacturers. Stafford Green hope to gain a marijuana cultivation and production license for our proposed location at 80 Stafford Hill Road in Cheshire, MA.

Our outdoor cultivation facility will operate on a largely seasonal basis. We are reliant upon the good favors of mother nature and the simplicity of our plant cycle. The quality, strength, and variety of our chosen strains will allow for consistent, reliable, staggered crops creating an extended harvest period.

Our team has a deep understanding of the Massachusetts marijuana market. Our strong ties to the cannabis culture will provide us with advantages when selecting and developing strains to satisfy consumer demand. Our knowledgeable team will work with retailers and manufacturers to ensure a unique product offering of exceptional quality. Our cultivation site will be optimized to achieve excellence in yield, customer satisfaction, and compliance.

Location

The proposed cultivation location is on a modest parcel of land, discreetly set back from the road in a secluded part of Cheshire. Our cultivation operation will be entirely outdoors with no

use of supplemental lighting. As such, this means that cultivation on this site will be limited to the growing season. Our cultivation facility will offer the following features:

- A secure cultivation environment
- A secure drying and curing facility
- A secure security room for the housing of an advanced, remotely-monitored, alarm and video surveillance system
- Toilet and sanitation facilities in accordance with federal and state laws pertaining to sanitation for field workers.

We believe that Stafford Green's chosen location will enable us to effectively and efficiently serve the Massachusetts market while respecting the needs of the local community of which we are a part. We will deliver a product of uncompromising quality to be sold wholesale to retailers, and manufacturers. Stafford Green's core business philosophy is to empower a conscientious approach to responsible, adult-use cannabis consumption through quality, diligence, and customer engagement.

Capital Requirements

The principal owners of Stafford Green also own the land on which our cultivation site will be situated. The capital requirements for this project will be met by the private funds of the principal owners. The capital requirements for *Stafford Green* to execute this business plan are approximately \$251,088 for the first year of operations. The Company will allocate the invested capital to the following:

Financial Snapshot

The following is a consolidated proforma financial summary of costs and revenues during the first five years of operation.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	9,855,547	20,302,426	20,911,499	21,538,844	22,185,009
COGS	547,502	694,680	715,520	736,986	759,096
Expenses	279,908	402,487	413,509	424,862	436,556
Impact Fee	295,666	609,072	627,344	646,165	665,550
Local Sales tax	295,666	609,072	627,344	646,165	665,550
Income Tax @ 30%	2,792,413	5,882,323	6,058,793	6,240,557	6,427,774
Net Income	6,515,631	13,725,422	14,137,184	14,561,300	14,998,139

Implementation Strategy

Capex/Opex requirements

Thanks to our use of pre-secured land, the *Stafford Green* business plan demonstrates a need for \$251,088 in capital expenditure for space preparation, fit-out, systems, equipment, and to meet operational expenditure needs during the first twelve months of operation. These funds are readily available and privately funded.

License Application and Local Permitting

Commencement of this project is subject to local permitting requirements and the successful award of a provisional license from the Cannabis Control Commission.

Construction, Fit-out, and Systems Acquisition

Our chosen site is clear and largely ready for construction to commence. The projected timeline for site preparation, building construction, landscaping, and completion of the parking lots is three months. The interior must be appropriately fitted and equipped for packaging operations. A state-of-the-art security and alarm system will be installed to meet all state and local regulations and requirements. It is estimated that the interior fit-out will take a further one month.

Products

Stafford Green will offer three principal products of various strains, and of a differing quality and price points. As an outdoor cultivator our annual activities are reduced to a single cultivation period and a brief, but staggered harvest period. Our three principal products are:

- **Flower** - hand-selected flower buds, correctly cured, and offered in standardized pre-packaged weight portions that preserve freshness, quality, and flavor suitable for retailers, and larger bulk bags for flower sales to manufacturers.
- **Trim** – leaves and stems removed during the cultivation process and at harvest provide a rich source of THC that can be readily exploited by manufacturers through extraction and other methods. The sale of these plant components for processing help ensure that almost no part of the plant is wasted.
- **Kief** – The much-prized resinous trichomes of cannabis that may accumulate during sorting and handling of flower or be sifted from loose, dry cannabis flower with a mesh screen or sieve. Kief contains a much higher concentration of THCA, a psychoactive cannabinoids.

The Market

The Massachusetts market is roughly equal in size to that of Colorado which has over 500 licensed retail stores. The slow-moving pace of the Massachusetts regulatory process and the decision by many municipalities, unable to shake the historical stigma of cannabis, to ban the legal cannabis industry from their communities, provides us an opportunity to serve the market with far fewer number of stores than is found in Colorado. This limited access in Western Massachusetts, and close proximity to local colleges, with a constant influx of new, potential

customers each year, coupled with close proximity to Connecticut will allow our location to have a steady stream of customers over the long term.

Competition

The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. *Stafford Green* will undoubtedly see competition from other cultivators; and it is evident that medical marijuana growers and dispensaries will rapidly make their product available to manufacturers and retailers or open recreational retail stores of their own. We believe that *Stafford Green* brings the following advantages to the market:

- A deep understanding of which products consumers want.
- An unforced, 100% naturally-grown product.
- A low overhead cultivation cycle that uses the entire plant.
- Professional, hands-on experience of cultivating and manufacturing those products.
- We understand the market, marketing, and know what works.
- We have a solid presence in the marijuana culture and community.

Partners & Resources

The Stafford Green team has strong relationships with existing licensed producers and several more coming online in the next 18 months. These relationships will allow us to sell products at favorable pricing as well as to provide exclusive products that the Stafford Green team will co-develop and white label. Working relationships with event organizers and industry influencers will allow us to have a strong brand presence and exposure to our target market base.

Community - Customer engagement through community support activities

Stafford Green embraces community outreach, and engagement as a central tenet of our brand ethos. Together with our retail customers, we aim to support activities, events, and organizations that benefit local communities and the causes our client-base support. These efforts will demonstrate *Stafford Green* customers' values to those communities while reinforcing the *Stafford Green* brand.

Operations and Management

General

The state of Massachusetts imposes substantial demands regarding systems, administration, and product tracking for marijuana establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential we ensure that our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

Senior Management

The proper management of all aspects of the proposed project is crucial to the success of *Stafford Green*. We are a family-operated business with proven cooperative skills, and a close understanding of each others skills, strengths, and limitations. Together, we comprise a highly

qualified team that brings the necessary experience and knowledge to achieve, meet, and exceed our operational goals.

Frank D. Maguire, a seasoned cultivator with proven experience of outdoor growing will be responsible for the day-to-day operational and executive management of the facility. Frank's extensive background has allowed him to equip himself with the knowledge and experience necessary for selecting the best strains, and preferred methodologies to ensure cultivating success in the challenging New England environment.

Fran Maguire, offers an extensive engineering, management, and organizational background. Fran will provide the essential secondary backbone, adding strength to the systems, processes, and structures of the kind of strong, well-managed, organization, anticipated by the Commission in a heavily-regulated industry.

Cheryl Maguire, will fulfill the administrative management role. Cheryl brings a wealth of hands-on experience in office management, bookkeeping, team management and customer interaction.

Legal Services

Legal Counsel will be provided by Richard M. Evans and EvansCutler attorneys. Mr Evans authored the first comprehensive marijuana regulation/taxation plan to be introduced as legislation in Massachusetts.

Financial Management

Charlotte Cathro, CPA, is a practicing accountant with expert knowledge of the accounting challenges posed by the licensed marijuana industry. Ms. Cathro is an Assistant Professor at Elms College, located in Chicopee.

Training and compliance management

Greenglove Consulting, LLC, a leading Massachusetts-based marijuana business consultancy will assist in the provision of in-house training and compliance management. Greenglove provide practical insights into the requirements, needs, and expectations of the CCC inspection process to guide clients through the licensing process and ensuring that they take the necessary actions to stay licensed.

Personnel plan

We anticipate the creation of 3 positions for full-time employees, and a further 5 seasonal positions to meet our cultivation and production needs.

	Year 1	Year 2	Year 3	Year 4	Year 5
Head Grower	1	1	1	1	1
Operations Manager	1	1	1	1	1
Administrative Manager	1	1	1	1	1
Assistant Growers	3	3	3	3	3
Production Assistants	2	2	2	2	2
	8	8	8	8	8

Stafford Green, Inc.

**Restricting Access to age 21 and older - an extract from our
Cultivation Facility Operations Manual**

1. **Restricting Access to age 21 and older**

- 1.1. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.2. Valid ID must be presented to the responsible member of security staff at the entrance to the retail store and at the Point of Sale for data-entry purposes.
- 1.3. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.4. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the premises. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.5. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
- 1.6. All access to cannabis product will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

Stafford Green, Inc.

Cultivation Facility Operations Manual

1.1. Financial Record Keeping

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Stafford Green, Inc., will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.1.1.1. Assets and liabilities.
 - 1.1.1.2. Monetary transactions.
 - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
 - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.1.2. Inventory records include:
 - 1.1.2.1. Shipping manifests
 - 1.1.2.2. Delivery and unpacking video recordings
 - 1.1.2.3. Daily sales stock withdrawal and return reports
 - 1.1.2.4. Weekly inventory reports
 - 1.1.2.5. Product return reports
- 1.1.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, if any.
- 1.1.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.1.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.1.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.1.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.1.8. The Operations Manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.1.9. Expense records
 - 1.1.9.1. Operations Managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
 - 1.1.9.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.

- 1.1.10. Contracts and Agreements - Stafford Green, Inc., will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
- Sales and Purchase agreements
 - Loan agreements
 - Rental agreements
 - Lease agreements
 - Franchise agreements
 - Sale and lease back agreements
 - Trading agreements with suppliers
 - Insurance policies
 - Legal documentation
- All such documentation must be digitized and a hard copy stored in the records cabinet.
- 1.1.11. Other documents may include;
- Deposits with utility companies
 - Contracts with telecommunications companies
 - Business registration documents and certificates
 - Business licensing documents
 - Surety bonds
 - Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

Stafford Green, Inc.

**Record keeping procedures - extract from our
Cultivation Facility Operations Manual**

1.1. Record keeping procedures

1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. Stafford Green, Inc., will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1) The Operations Manager has copies of the company operating procedures.

1.1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

1.1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.

1.1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.

1.1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

1.1.1.1.5. Any material changes will be communicated to the Commission

1.1.1.1.6. Inventory records as required by 935 CMR 500.105(8);

1.1.2. Inventory records include:

Shipping and delivery manifests

Delivery and shipping video recordings

Daily production stock withdrawal and return reports

Weekly inventory reports

Product return reports

1.1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

1.1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.

1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the

withdrawal report and accounted for upon the return of production stock to the storage vault.

- 1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products .
- 1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

1.1.3. Personnel records:

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 1.1.3.3.3. 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;
 - 1.1.3.3.4. documentation of periodic performance evaluations;
 - 1.1.3.3.5. a record of any disciplinary action taken.

- 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
- 1.1.3.3.7. records of any health and safety related incidents

1.1.4. Personnel policies and procedures

- 1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.4.2. Certain specialized procedures are contained in the security plan.
- 1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 1.1.4.4. All personnel files are to be stored in the records cabinet
- 1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.
- 1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.5. Security Device Log

- 1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.
- 1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.
- 1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

- 1.1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Diversity Plan Stafford Green

Introduction

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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

Goals

Our company has established the diversity goal of employing 20% or more women and or veterans in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- in "The Berkshire Eagle", and "The Hampshire Gazette" with the objective of more effectively reaching women and veterans;
2. Distribute internal workplace information sheets, bi-annually, aimed at encouraging current employees to recommend women and veterans for employment;
3. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target women and veterans
4. Women and veterans will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching women and veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women and or veterans been hired and retained for at least 20% of the available positions?
5. Have women and or veterans been offered opportunities to engage in shadow training?
6. How many women and or veterans have chosen to engage in shadow training?

None of the above shall prevent the company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to direct hiring, the company will work in good faith, in a legal and non-discriminatory manner to consider the status of vendors, suppliers, contractors, and tradesmen when planning to employ such individuals from within the local municipality

1. Cultivation Roles, Qualifications, and, Training

1.1. Facility Job Classifications and Requirements:

- 1.1.1. **Operations Manager** - The operations manager is the Head Grower and the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which strains to grow, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the operations manager is to ensure the security and integrity of our inventory.
- 1.1.2. **Office Manager** - The compliant and efficient operation of our business requires extensive skills in organization and administration. This is the role of the office manager. Desirable backgrounds and experience include team management, office management, bookkeeping or accounting, strong IT literacy, and customer service. The office manager will maintain records in accordance with Commission regulations, communicate with customers, and be mindful and vigilant in terms of security, and diversion.
- 1.1.3. **Assistant Grower** - The duties of the operations manager are supported by those of the assistant grower. Day-to-day team management, routine and scheduled cultivation tasks, harvesting, drying, curing and packaging tasks are routinely led by the assistant grower. Management and inspection of general order and cleanliness are also the responsibility of the assistant grower. The assistant grower will be knowledgeable in all aspects of cultivation and will be capable of efficiently completing a crop from cutting to harvest without the assistance of the operations manager, if necessary.
- 1.1.4. **Production Assistants** - Daily cultivation tasks, including watering, trimming, pest removal, good order and cleaning are performed by production assistants, as is harvesting, trimming, drying, curing, and packaging. Preferable experience includes, marijuana cultivation, greenhouse work, arable farming, gardening.

1.2. Employee Training and Selection

- 1.2.1. Our establishment shall ensure that employees are trained on job specific duties prior to performing job functions.
- 1.2.2. Our establishments shall ensure that employees receive a minimum of eight (8) hours of ongoing training annually.
- 1.2.3. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available.
- 1.2.4. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.
- 1.2.5. Responsible Vendor Program documentation must be retained for four (4) years.
- 1.2.6. Our cultivation facility is looking for motivated, friendly, articulate and compassionate people to help grow our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include horticulture, farming, gardening, and those with

previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 1.2.6.1. Cannabis Science
- 1.2.6.2. Horticultural & Organic Cultivation
- 1.2.6.3. Methods of Extraction
- 1.2.6.4. Methods of Ingestion
- 1.2.6.5. Cooking with Cannabis
- 1.2.6.6. Medical marijuana use
- 1.2.6.7. Massachusetts Cannabis Law

1.2.7. Our company is looking for all types of help for our cultivation operation, both operational, and administrative. Typical responsibilities include:

- 1.2.7.1. Production management
- 1.2.7.2. Wholesale Sales
- 1.2.7.3. Cultivation and Production
- 1.2.7.4. Packaging labeling and inventory
- 1.2.7.5. Sanitation and maintenance of the facility
- 1.2.7.6. Security of the facility and deliveries
- 1.2.7.7. Back-office business and management roles such as, account management, administration, etc.

STAFFORD GREEN, INC
Cultivation Facility
Employee Handbook

- 1. Introduction**
 - 1.1. Changes in Policy
 - 1.2. Employment-At-Will
 - 1.3. Marijuana Establishment Agent
- 2. Manufacturing Roles, Qualifications, Training, and Selection**
 - 2.1. Facility Job Classifications and Requirements:
 - 2.2. Employee Training and Selection
- 3. Employment Policies**
 - 3.1. Employee Classifications
 - 3.2. Equal Employment Opportunity & American with Disabilities Act.
 - 3.3. Diversity Plan
 - 3.4. Confidentiality.
 - 3.5. Employment of Minors.
 - 3.6. Employment of Relatives
 - 3.7. Introductory Period
 - 3.8. Personnel Records and Employee References
 - 3.9. Privacy
 - 3.10. Immigration Law Compliance
 - 3.11. Religious Accommodation
 - 3.12. Political Neutrality
- 4. Hours of Work and Payroll Practices**
 - 4.1. Pay Periods and Paydays
 - 4.2. Overtime
 - 4.3. Rest and Meal Periods
 - 4.4. Time Cards
 - 4.5. Payroll Deductions
 - 4.6. Wage Garnishment
- 5. Standards of Conduct and Employee Performance**
 - 5.1. Anti-Harassment and Discrimination
 - 5.2. Prohibited Conduct
 - 5.3. Complaint Procedure
 - 5.4. Attendance
 - 5.5. Discipline and Standards of Conduct.
 - 5.6. Dress Code
 - 5.7. Safety
 - 5.8. Substance and Abuse
 - 5.9. Workplace Searches.
 - 5.10. Social Media Policy.
 - 5.11. Cell Phone Policy

6. Employee Benefits and Services

- 6.1. General
- 6.2. Group Health Insurance
- 6.3. COBRA
- 6.4. Worker's Compensation.
- 6.5. Social Security Benefits (FICA)
- 6.6. Unemployment Insurance

7. Employee Leaves of Absence and Time Off

- 7.1. General
- 7.2. Sick Days
- 7.3. Holidays
- 7.4. Pregnancy-Disability Leave
- 7.5. Workers' Compensation Leave
- 7.6. Voting Time

1. Introduction

1.1. The Employee Handbook

- 1.1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Stafford Green, Inc. (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on the date determined by Stafford Green, Inc. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
 - 1.4.3.1. be 21 years of age or older;
 - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Cultivation Roles, Qualifications, and, Training

2.1. Facility Job Classifications and Requirements:

- 2.1.1. **Operations Manager** - The operations manager is the Head Grower and the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which strains to grow, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the operations manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Office Manager** - The compliant and efficient operation of our business requires extensive skills in organization and administration. This is the role of the office manager. Desirable backgrounds and experience include team management, office management, bookkeeping or accounting, strong IT literacy, and customer service. The office manager will maintain records in accordance with Commission regulations, communicate with customers, and be mindful and vigilant in terms of security, and diversion.
- 2.1.3. **Assistant Grower** - The duties of the operations manager are supported by those of the assistant grower. Day-to-day team management, routine and scheduled cultivation tasks, harvesting, drying, curing and packaging tasks are routinely led by the assistant grower. Management and inspection of general order and cleanliness are also the responsibility of the assistant grower. The assistant grower will be knowledgeable in all aspects of cultivation and will be capable of efficiently completing a crop from cutting to harvest without the assistance of the operations manager, if necessary.
- 2.1.4. **Production Assistants** - Daily cultivation tasks, including watering, trimming, pest removal, good order and cleaning are performed by production assistants, as is harvesting, trimming, drying, curing, and packaging. Preferable experience includes, marijuana cultivation, greenhouse work, arable farming, gardening.

2.2. Employee Training and Selection

- 2.2.1. Our cultivation facility is looking for motivated, friendly, articulate and compassionate people to help grow our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include horticulture, farming, gardening, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.
 - 2.2.1.1. Cannabis Science
 - 2.2.1.2. Horticultural & Organic Cultivation

- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Massachusetts Cannabis Law

2.2.2. Our company is looking for all types of help for our cultivation operation, both operational, and administrative. Typical responsibilities include:

- 2.2.2.1. Production management
- 2.2.2.2. Wholesale Sales
- 2.2.2.3. Cultivation and Production
- 2.2.2.4. Packaging labeling and inventory
- 2.2.2.5. Sanitation and maintenance of the facility
- 2.2.2.6. Security of the facility and deliveries
- 2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired seasonally to meet harvesting, drying, curing, and production needs, or as interim replacements, to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of six (6) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy]. Temporary employees retain that status unless and until notified in writing of a change.
- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

3.2. Equal Employment Opportunity & American with Disabilities Act.

- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.
- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

It is the policy of this company to foster equal opportunity for all employees and to promote the principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Senior management support the development and implementation of a Diversity Plan to guide diversity management initiatives and the development of appropriate measures to document how well the company is achieving its diversity management objective.

3.4. Confidentiality.

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.
- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

3.5. Employment of Relatives

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6. Introductory Period

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions

to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.
- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

3.8. Privacy

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.9. Immigration Law Compliance

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of their date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

3.11. Political Neutrality

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

- 4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

- 4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
 - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
 - 5.5.2.1. Dishonesty;
 - 5.5.2.2. Falsification of Company records;
 - 5.5.2.3. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
 - 5.5.2.4. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
 - 5.5.2.5. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
 - 5.5.2.6. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
 - 5.5.2.7. Unauthorized or careless use of the Company's materials, equipment or property;
 - 5.5.2.8. Unauthorized and/or excessive absenteeism or tardiness;
 - 5.5.2.9. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
 - 5.5.2.10. Sexual or other illegal harassment or discrimination;
 - 5.5.2.11. Unauthorized use or disclosure of the Company's confidential information;

- 5.5.2.12. Violation of any Company policy.
- 5.5.3. The following acts or circumstances shall result in immediate dismissal:
 - 5.5.3.1. The diversion of marijuana
 - 5.5.3.2. Engagement in unsafe practices.
 - 5.5.3.3. A conviction or guilty plea for a felony charge of distribution of a drug to a minor.

5.6. **Dress Code**

- 5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.
- 5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

5.7. **Safety**

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. **Substance and Abuse**

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, tobacco, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, smoke or vape, nor use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.
- 5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.
- 5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may

be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches

- 5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.
- 5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.
- 5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.
- 5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.10. Social Media Policy

- 5.10.1. Stafford Green, Inc. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.
- 5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.
- 5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.
- 5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.
- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and

proprietary information. No third-party content should be published without prior permission from the owner.

- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. **Cell Phone Policy**

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

- 6.1.1. Aside from those benefits required by state and federal regulations, Stafford Green, Inc. also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. COBRA

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.3. Worker's Compensation

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. Stafford Green, Inc. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.4. Social Security Benefits (FICA)

- 6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.5. Unemployment Insurance

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This

insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.
- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

7.3. Pregnancy-Disability Leave

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will

result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.4. Workers' Compensation Leave

7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

7.5. Voting Time

7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

Stafford Green, Inc.

1. Quality Control and Testing

1.1. Incoming marijuana inventory

- 1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2. We produce all of our own cannabis and cannabis products on site. All of our goods are independently tested. Each batch of goods produced will have a small sample sent for testing. No cannabis or cannabis product may be sold or leave our premises until the corresponding test sample has successfully passed all tests. The initial quality control and testing of these raw cannabis materials is our responsibility. There are certain steps that we must take to ensure that the products entering (or leaving) our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
- 1.1.3. All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols above.
- 1.1.4. We will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - 1.1.4.1. Well-cured and generally free of seeds and stems;
 - 1.1.4.2. Free of dirt, sand, debris, and other foreign matter;
 - 1.1.4.3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - 1.1.4.4. Prepared and handled on food-grade stainless steel tables; and
 - 1.1.4.5. Packaged in a secure area.
- 1.1.5. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- 1.1.6. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - 1.1.6.1. Maintaining adequate personal cleanliness; and
 - 1.1.6.2. Washing hands appropriately
 - 1.1.6.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

- 1.1.6.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.6.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.6.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.6.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.6.8. All toxic items shall be identified, held and stored in a manner that protects against contamination of marijuana.
- 1.1.6.9. Water supply shall be sufficient for necessary operations.
- 1.1.6.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.6.11. The establishment shall provide employees with adequate, readily accessible toilet facilities.
- 1.1.6.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.
- 1.1.7. Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500.160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.1.8. Together, the Operations Manager, the testing laboratory, and the originating facility will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
 - 1.1.8.1. Each of the three parties should submit a report on the incident to the Commission.
 - 1.1.8.2. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
 - 1.1.8.3. Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.1.8.3.1. Stock is efficiently rotated to ensure that older product is used before newer product.
 - 1.1.8.3.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.2. Outgoing marijuana inventory

- 1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.2.2. All of our products are sold tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and Stafford Green, Inc. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed

retail and manufacturing establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.

- 1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols above.
- 1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.2.6. Together, the Operations Manager, the testing laboratory, and the originating facility will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.2.7. Each of the parties should submit a report on the incident to the Commission.
- 1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.2.9.1. Stock is efficiently rotated to ensure that older product is sold before newer product.
 - 1.2.9.2. All stock is appropriately stored to prevent spoiling and damage to the product.