



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281790
Original Issued Date: 04/11/2019
Issued Date: 03/09/2023
Expiration Date: 04/11/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Greener Leaf, Inc.

Phone Number: 774-930-7810
Email Address: greenerleaffr@gmail.com

Business Address 1: 95 Rhode Island Avenue	Business Address 2:	
Business City: Fall River	Business State: MA	Business Zip Code: 02724
Mailing Address 1: 105 Rhode Island Avenue	Mailing Address 2:	
Mailing City: Fall River	Mailing State: MA	Mailing Zip Code: 02724

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100	Percentage Of Control:
	100

Role: Manager

Other Role:

First Name: Nicole

Last Name: Custadio Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

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: Charles

Last Name: Saliby

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Sami

Last Name: Saliby

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 50

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: 95 Rhode Island Avenue

Establishment Address 2:

Establishment City: Fall River

Establishment Zip Code: 02724

Approximate square footage of the establishment: 1244 How many abutters does this property have?: 33

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification Form.jpeg	jpeg	5ba907a847325a6340289426	09/24/2018
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation Pg. 1.jpeg	jpeg	5ba9082847325a634028942a	09/24/2018
Community Outreach Meeting	Community Outreach Meeting	jpeg	5ba90841e39a5e62fe050fc7	09/24/2018

Documentation	Documentation Pg. 2.jpeg				
Community Outreach Meeting Documentation	Community Outreach Meeting - Newspaper - Greener Leaf.jpeg	jpeg	5ba90b5b5e45c1632284153e	09/24/2018	
Community Outreach Meeting Documentation	Community Outreach Meeting -- City Clerk Notice.jpeg	jpeg	5ba90bc23614f16d06bbc88d	09/24/2018	
Community Outreach Meeting Documentation	Community Outreach Meeting -- Planning Board Notice.jpeg	jpeg	5ba90be5c43ae86cfc0a8245	09/24/2018	
Community Outreach Meeting Documentation	Community Outreach Meeting - Abutters Notice.jpeg	jpeg	5ba90c594cfbe26336424b2a	09/24/2018	
Plan to Remain Compliant with Local Zoning	Plan to remain compliant with local zoning -- Greener Leaf.pdf	pdf	5ba90f815e45c16322841552	09/24/2018	

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact -- Greener Leaf.pdf	pdf	5ba9108bf081906304afdd67	09/24/2018
Plan for Positive Impact	Amended Plan to effect Disproportionate Areas (New).pdf	pdf	5c38fe9a01564f720c381812	01/11/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role:	Other Role:
First Name: Nicole	Last Name: Custadio 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
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					Date
Articles of Organization	Greener Leaf, Inc - Articles of Organization Pg. 1.jpeg	jpeg	5b71bc1737742339413936ad		08/13/2018
Articles of Organization	Greener Leaf, Inc - Articles of Organization Pg. 2.jpeg	jpeg	5b71bc29da72283955c601b5		08/13/2018
Articles of Organization	Greener Leaf, Inc - Articles of Organization Pg. 3.jpeg	jpeg	5b71bc443f9f81395f135105		08/13/2018
Articles of Organization	Greener Leaf, Inc - Articles of Organization Pg. 4.jpeg	jpeg	5b71bc56b60ce4391d87e210		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.1.jpeg	jpeg	5b71bde8b60ce4391d87e214		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.2.jpeg	jpeg	5b71bdf95a6f093923e4f43c		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.3.jpeg	jpeg	5b71be0703a477392d0a2629		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.4.jpeg	jpeg	5b71be1aaa953e3937b59624		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.5.jpeg	jpeg	5b71be2b37742339413936b3		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.6.jpeg	jpeg	5b71be420d95792d85f4210c		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.7.jpeg	jpeg	5b71be514e62492d8f343e76		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.8.jpeg	jpeg	5b71be603f9f81395f13510b		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.9.jpeg	jpeg	5b71be6fb60ce4391d87e218		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.10.jpeg	jpeg	5b71be815a6f093923e4f440		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.11.jpeg	jpeg	5b71be8f0d95792d85f42110		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.12.jpeg	jpeg	5b71be9fda72283955c601bb		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.13.jpeg	jpeg	5b71bead3f9f81395f13510f		08/13/2018
Bylaws	Greener Leaf, Inc - Bylaws Pg.14.jpeg	jpeg	5b71bebecb60ce4391d87e21c		08/13/2018
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts.jpeg	jpeg	5b71c76e37742339413936e5		08/13/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing from the Massachusetts Department of Revenue.jpeg	jpeg	5b71c789b60ce4391d87e25c		08/13/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	2023-01-19 Greener Leaf, Inc. - Cert. of Good Standing (DUA).pdf	pdf	63ced9b2a8e27500070bddb4	01/23/2023
Secretary of Commonwealth - Certificate of Good Standing	2023-01-18 Greener Leaf, Inc. - Cert. of Good Standing (SOC).pdf	pdf	63ced9c7a8e27500070bde19	01/23/2023
Department of Revenue - Certificate of Good standing	2023-01-19 Greener Leaf, Inc. - Cert. of Good Standing (DOR).pdf	pdf	63ced9daa8e27500070bde80	01/23/2023

Massachusetts Business Identification Number: 001335564

Doing-Business-As Name:

DBA Registration City: Fall River

BUSINESS PLAN

Date generated: 03/05/2024

Page: 4 of 7

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance -- Greener Leaf.pdf	pdf	5ba93503f081906304afddff	09/24/2018
Plan for Liability Insurance	Plan for Obtaining Liability Insurance - Greener Leaf.jpeg	jpeg	5ba9355cf081906304afde03	09/24/2018
Business Plan	Business Plan Revised - Greener Leaf (New).pdf	pdf	5c38fccf72d0047a89d85e9f	01/11/2019
Proposed Timeline	Proposed Timeline - Greener Leaf.pdf	pdf	63e11af335eb0600088175fc	02/06/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products -- Greener Leaf.pdf	pdf	5ba936236897246d10c9ad28	09/24/2018
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Products Pg. 1 - Greener Leaf.jpeg	jpeg	5ba9367b3614f16d06bbc944	09/24/2018
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Products Pg. 2 - Greener Leaf.jpeg	jpeg	5ba936a0a1e4f86d1a396812	09/24/2018
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Product Pg. 3 - Greener Leaf.jpeg	jpeg	5ba936bb4a9eb46ce859058a	09/24/2018
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Products Pg. 4 - Greener Leaf.jpeg	jpeg	5ba936d334c75f6cf22cd861	09/24/2018
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Products Pg. 5 - Greener Leaf.jpeg	jpeg	5ba936e7c5b78d6cdece036c	09/24/2018
Separating recreational from medical operations, if applicable	Separating recreational from medical operations -- Greener Leaf.pdf	pdf	5ba9376f34c75f6cf22cd867	09/24/2018
Restricting Access to age 21 and older	Restricting age to 21 years or older -- Greener Leaf.pdf	pdf	5ba937c55e45c16322841602	09/24/2018
Prevention of diversion	Prevention of diversion -- Greener Leaf.pdf	pdf	5ba94564c5b78d6cdece039a	09/24/2018
Storage of marijuana	Storage of marijuana -- Greener Leaf.pdf	pdf	5ba945ec34c75f6cf22cd88b	09/24/2018
Transportation of marijuana	Transportation of marijuana -- Greener Leaf.pdf	pdf	5ba94ab75e45c1632284165a	09/24/2018
Inventory procedures	Inventory Procedures -- Greener Leaf.pdf	pdf	5ba94b1cbd6f9a632cf3d263	09/24/2018
Quality control and testing	Quality control and testing -- Greener Leaf.pdf	pdf	5ba94b7f9d77de6318227101	09/24/2018
Dispensing procedures	Dispensing procedures -- Greener Leaf.pdf	pdf	5ba94c0a5e45c16322841660	09/24/2018
Personnel policies including background checks	Personnel Policies Including Background Checks -- Greener Leaf.pdf	pdf	5ba94cee5e45c16322841664	09/24/2018
Record Keeping procedures	Record keeping procedures -- Greener Leaf.pdf	pdf	5ba94d264cfbe26336424c3d	09/24/2018
Maintaining of financial records	Maintaining of financial records -- Greener Leaf.pdf	pdf	5ba951c44cfbe26336424c55	09/24/2018

Qualifications and training	Qualifications and training -- Greener Leaf.pdf	pdf	5ba954985e45c16322841680	09/24/2018
Security plan	Security plan - Greener Leaf (New).pdf	pdf	5c38fd2501564f720c381800	01/11/2019
Security plan	Addendum to current Security Plan to reflect updated regulations as of 11_1_2019.pdf	pdf	5e420b79813339048c3fc3ee	02/10/2020
Diversity plan	2022-03-07 Greener Leaf Inc. - Updated Diversity Plan.pdf	pdf	6226368411f5a30789d98600	03/07/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: The Establishment has not been issued a Final License and has not commenced operations; therefore, the proposed Positive Impact Plan has not gone into effect. Attached, please find a revised positive impact plan and a "willingness to accept the financial contributions" letter in support thereof.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: The Establishment has not been issued a Final License and has not commenced operations; therefore, the proposed Diversity Plan has not gone into effect.

HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 10:00 PM


Tuesday From: 8:00 AM	Tuesday To: 10:00 PM
Wednesday From: 8:00 AM	Wednesday To: 10:00 PM
Thursday From: 8:00 AM	Thursday To: 10:00 PM
Friday From: 8:00 AM	Friday To: 10:00 PM
Saturday From: 8:00 AM	Saturday To: 10:00 PM
Sunday From: 8:00 AM	Sunday To: 10:00 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

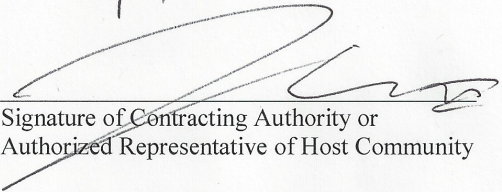
I, Charles Saliby, (*insert name*) certify as an authorized representative of Greener Leaf, Inc (*insert name of applicant*) that the applicant has executed a host community agreement with City of Fall River (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July 5, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Vasriel F. Correia II, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Fall River (*insert name of host community*) to certify that the applicant and City of Fall River (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 7/5/18 (*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).

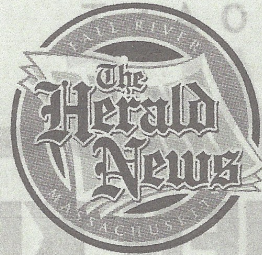
I, Charles Saliby, (insert name) attest as an authorized representative of Greener Leaf, Inc. (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on August 7, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on July 27, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on July 26, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on July 26, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

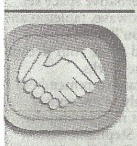
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

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EMPLOYMENT

Help Wanted

CLIFTON ASSISTED LIVING
We are now accepting CNA Applications for dedicated & compassionate team members.....

Part Time positions on our 3-11 shifts
Per Diem hours are available on all shifts

The "Inn" at Clifton is seeking mature, responsible and self-motivated individuals to join our nursing team.

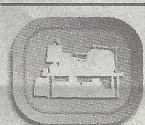
Interested candidates please send resume to redoux@cliftonassist-living.com or apply in person at Clifton Assisted Living 444 Wilbur Ave. Somerset, MA 02725 508-324-0200 EOE

Help Wanted

Wood Component Assembler
Manufacturing plant needs employees to setup lumber for trusses and wall panels on an assembly table. Knowledge of lumber products and wood construction very helpful. Excellent benefit package. Please apply at 200 Welby Rd. New Bedford Ma 02745



STUFF



YARD SALES

Yard Sales

Fall River Sat. & Sun. 7/28-29, 9am - 7, 603 & 599 Warren St. Tools, glassware & more.

Somerset Moving / Multi-Family Yard Sale! Sun July 29, 9-2pm. 112 Everett St. Lot's of great

Yard Sales

Swansea Multi-Family Yard Sale, Sat 7/28, 6:30-7pm and Sun, 7/29, 8:30-4pm. 396 Wilbur Ave. Some furniture, office supplies & more!

Swansea Yard Sale! Sat July 28, 9am-3pm. 40 Macomber Ave. Memorabilia, antiques, furniture, and many other treasures!

\$125 WK & UP incl all utils. Studio & 1 bedrms. Clean/quiet 678-7118 4-6pm

1 ROOM STUDIO \$60 & UP (508)678-2393

Legal Notices

795 MIDDLE STREET, FALL RIVER
LEGAL NOTICE
NOTICE OF TERMINATION OF ACTIVITY AND USE LIMITATION
St. Anne's Hospital, Fall River, MA
795 Middle Street, Fall River, MA
RTN 4-19982

A release of oil and/or hazardous materials has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. On JULY 20, 2018, Steward Health Care System LLC recorded with the Fall River Bristol County Registry of Deeds and/or registered with the Land Registration Office of the Fall River Registry District the TERMINATION of two NOTICES OF ACTIVITY AND USE LIMITATION on the disposal site, pursuant to 310 CMR 40.1080 through 40.1084. The NOTICES OF ACTIVITY AND USE LIMITATION were originally recorded and/or registered on JULY 24, 2008.

Any person interested in obtaining additional information about the NOTICES OF ACTIVITY AND USE LIMITATION may contact Scott Kenyon, Steward Health Care System LLC, 111 Huntington Ave, 18th Floor, Boston, MA 02199, 617-419-4871.

2 Great Places to Call Home Both at a Great Price 508 677-9738

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*24 hr. Fitness Center

River Grove Apartments

Mon - Fri 8-4:30
Sat 9a12:30p
Evenings by appt only

Fall River Large 2 BR dble parlors, 2nd floor, no utils, pets or laundry. \$800. 1st month and security. (508) 676-0614

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The Herald News

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Legal Notices

COMMUNITY OUTREACH HEARING 8/7, FALL RIVER LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, August 7, 2018 at 2:00 P.M., At Elks Lodge, 4500 North Main Street, Fall River, MA 02720. The proposed Marijuana Retailer Greener Leaf, Inc. is anticipated to be located at 95 Rhode Island Avenue, Fall River, MA 02724. There will be an opportunity for the public to ask questions.

AD#13712308
FRHN 7/27/18

GREENER LEAF, INC
105 RHODE ISLAND AVE.
FALL RIVER, MA 02724

Attachment B

COMMUNITY OUTREACH MEETING
NOTIFICATION LETTER

RECEIVED

2018 JUL 26 P 3:15

July 26, 2018

CITY CLERK _____
FALL RIVER, MA

RE: UPCOMING COMMUNITY OUTREACH MEETING – AUGUST 7, 2018

To Whom It May Concern,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, August 7, 2018 at 2:00 PM at **Elks Lodge** located at 4500 North Main Street, Fall River, MA 02720. The proposed Marijuana Retailer (Greener Leaf, Inc.) is anticipated to be located at 95 Rhode Island Ave., Fall River, MA 02724. There will be an opportunity for the public to ask questions.

Yours Truly,



Charles Saliby

Greener Leaf, Inc.

GREENER LEAF, INC
105 RHODE ISLAND AVE.
FALL RIVER, MA 02724

Attachment B

COMMUNITY OUTREACH MEETING
NOTIFICATION LETTER

July 26, 2018

RE: UPCOMING COMMUNITY OUTREACH MEETING – AUGUST 7, 2018

To Whom It May Concern,

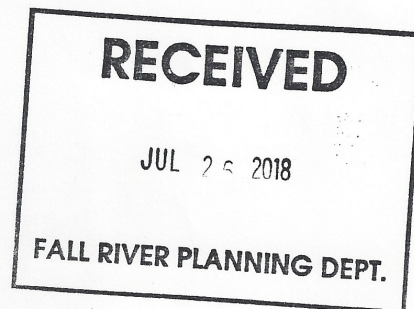
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, August 7, 2018 at 2:00 PM at **Elks Lodge** located at 4500 North Main Street, Fall River, MA 02720. The proposed Marijuana Retailer (Greener Leaf, Inc.) is anticipated to be located at 95 Rhode Island Ave., Fall River, MA 02724. There will be an opportunity for the public to ask questions.

Yours Truly,



Charles Saliby

Greener Leaf, Inc.



Attachment C

COMMUNITY OUTREACH MEETING
ABUTTER NOTIFICATION LETTER

July 26, 2018

TO:

[REDACTED]

[REDACTED]

FALL RIVER, MA 02724

RE: UPCOMING COMMUNITY OUTREACH MEETING – AUGUST 7, 2018

Dear [REDACTED]

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, August 7, 2018 at 2:00 PM at **Elks Lodge** located at 4500 North Main Street, Fall River, MA 02720. The proposed Marijuana Retailer (Greener Leaf, Inc.) is anticipated to be located at 95 Rhode Island Ave., Fall River, MA 02724. There will be an opportunity for the public to ask questions.

Yours Truly,



Charles Saliby

Greener Leaf, Inc.

105 Rhode Island Ave.

Fall River, MA 02724

Plan to Remain Compliant with Local Zoning

Greener Leaf has decided to establish its business location at 95 Rhode Island Avenue, in Fall River, Massachusetts. This location is currently occupied by Fall River Laundry Express. It's operating as a laundromat and is owned and operated by the same owner as Greener Leaf. Upon obtaining the necessary permits, Greener Leaf will occupy this space and the laundromat will relocate to another location in the City of Fall River.

Greener Leaf has considered all local ordinances and regulations prior to choosing this location to make sure that they are able to do all the retail operations that they intend while remaining compliant with local zoning.

Normally, most jurisdictions require that if you are constructing a new building, changing a use, or expanding an existing facility that you get a certificate of zoning compliance or zoning clearance from the local government to ensure that you are in compliance before you get too invested in the project. Greener Leaf has been approved and given the clearance by the City of Fall River to move forward on this project to open a marijuana establishment specifically a marijuana retail store at this location granting approval by the Cannabis Control Commission.

Greener Leaf has received a letter of non-opposition from the mayor of the City of Fall River that states this location is compliant with all zoning regulations. Greener Leaf understands that approval by the City of Fall River is under current conditions regarding building structure, layout, and location in proximity to abutting properties.

In many cases, businesses that have other special uses, such as outside storage, may trigger special permits from the local government regulator. A lot of times those businesses aren't aware those permits are required, and sometimes they don't qualify for the permits and can't use that location. In this case, Greener Leaf will not have any outside storage space and business operations will only be conducted within the leased indoor retail space. Prior to making any changes to the existing building, whether exterior or interior, Greener Leaf will take all the necessary steps to ensure they will remain compliant with local zoning.

The steps to remaining compliant include;

1. Determining whether this location is zoned for the proposed change;
2. Understanding health and safety regulations and how it would impact the community;
3. Parking requirements;
4. Setback requirements;
5. Signage;
6. Size of buildings and internal requirements;
7. Floor to area ratios allowing for walking space adhering to code requirements;
8. Adequate lighting, air, and open space; and
9. Handicap Accessibility;

Greener Leaf understand the importance of zoning laws and are committed to complying with all zoning requirements.

The Cannabis Control Commission implemented a buffer zone outlining that a marijuana establishment shall not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades one through 12. The distance was measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where Greener Leaf will be located. Greener Leaf has determined that its retail location meets the buffer zone requirement set by the Commission and is not located within 500 feet of any schools.

Municipal Cost Documentation

I, Charles Saliby, an authorized representative of Greener Leaf, Inc., made the attached request to the City Clerk of Fall River on January 30, 2023. As of the date of this renewal submission, Greener Leaf, Inc. has not received a response to this request. Greener Leaf, Inc. will forward any response to this request as a supplement to this renewal application.



By:

Name: Charles Saliby

Date: 02 / 06 / 2023

Entity: Greener Leaf, Inc.

Title: President

January 30, 2023

City Clerk's Office
One Government Center
Room 227
Fall River, MA 02722

Dear City Clerk:

Please be advised that as a condition for Greener Leaf, Inc.'s state cannabis license renewal application, the Cannabis Control Commission is requiring Greener Leaf, Inc. to submit documentation that it has requested from its Host Community the records of any cost to the Host Community, whether anticipated or actual, resulting from the licensee's operation within its borders, and any response received from the Host Community in connection with such request.

Accordingly, please accept this correspondence as Greener Leaf, Inc.'s formal request to Fall River to produce the records of any cost to the Host Community, whether anticipated or actual, resulting from Greener Leaf, Inc.'s operations within the borders of Fall River. Please note that a copy of this correspondence along with any response received from the city, or barring receipt of any response, an attestation to that effect, shall be submitted to the Cannabis Control Commission.

Note that M.G.L. c. 94G, § 3(d) requires that any cost to the city imposed by the operation of a Marijuana Establishment be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Sincerely,

Greener Leaf, Inc.



Greener Leaf <greenerleaffr@gmail.com>

Greener Leaf, Inc. - Renewal Requirement

1 message

Greener Leaf <greenerleaffr@gmail.com>

Mon, Jan 30, 2023 at 1:16 PM

To: city_clerks@fallriverma.org, Charles Saliby <saliby25@gmail.com>

Good afternoon!

Please see the attached letter.

Thank you,
Charles Saliby, President
Greener Leaf, Inc.

 Greener Leaf, Inc. - Renewal Requirement.pdf
138K

Plan for Positive Impact

Purpose: To create positive impacts in the neighborhood where Greener Leaf is located, such as participation in community service, volunteer service, and active involvement in local neighborhood programs.

➤ Neighborhood Cleanup

- ❖ Starting at the Greener Leaf location, employees will perform a weekly two-block perimeter neighborhood cleanup, where-by the staff walk the neighborhood streets with trash bags and trash pickers. Additionally, Greener Leaf employees will perform daily sweeps of surrounding vicinity and parking lots to ensure a litter-free zone. Greener Leaf is committed to keeping the neighborhood clean and safe.

➤ Can Food Drive

- ❖ Greener Leaf will organize and facilitate an annual food drive every November at its retail store location. Greener Leaf plans to continue this food drive program to help the community feed the hungry.

➤ Coat Drive

- ❖ In the fall and early winter months of each year, Greener Leaf will organize and facilitate an annual coat drive in which they will collect gently-used or new blankets and coats to distribute to the area's homeless. The blankets and coats are donated to homeless shelters as well as personally handed out by staff during the Christmas holidays.

➤ Fall River Neighborhood Services

- ❖ Greener Leaf plans to be in contact with Fall River's Neighborhood Associations to get more information on how Greener Leaf can get better involved in the community through volunteer programs tailored to helping others in their neighborhood. Greener Leaf intends to help either by sending out volunteers from the company or contributing other resources to make community programs and volunteer services successful.

➤ Taxes

- ❖ The anticipated local tax revenues by Greener Leaf will contribute to the local government efforts to maintain and improve its public services such as parks and community centers. The taxes will also be used to fund local programs, such as education and community improvements.

Greener Leaf will continue to implement additional services to benefit the community that extends beyond its retail operations. Greener Leaf plans to address the hopes and aspirations of the City of Fall River and strives to maintain the greater values of that community.

Application of Intent

Plan to Positively Affect Areas of Disproportionate Impact

Greener Leaf plans to partner with Citizens for Citizens, Inc. of Fall River with goals to positively impact the community. Citizens for Citizens, Inc is the Massachusetts Community Action Agency that assists over 42,000 households in the Greater Fall River and Taunton areas each year. They provide short- and long-term services that empower low-income individuals and families with the tools necessary to overcome the burdens of poverty and financial crises while creating and maintaining self-sufficiency. Citizens for Citizens, Inc. continue to search for and develop innovative new programs to combat poverty and help low-income families lead healthier, happier, and more productive lives.

Here is the list of services (programs) they offer:

- Energy Programs
- Youth Programs
- Senior Programs
- Emergency Services
- Food Assistance Programs
- Health Programs
- Operation Christmas
- Tax Preparation Services

Greener Leaf's Executive Director, Charles Saliby, contacted and met with Citizens for Citizens, Inc. Executive Director, David Biltcliffe and six board members including their CFO and COO. In a private meeting held in a conference room on-site, David explained the mission of the non-profit and presented the programs in detail. He noted that once operations commence at Greener Leaf, he would collaborate with Charles and develop an action plan. David stated that Citizens for Citizens, Inc. can accept donations from Greener Leaf, Inc., a Marijuana Establishment.

Contingent on receiving an operational license by the Cannabis Control Commission, Greener Leaf will donate at least \$200 dollars to Citizens for Citizens, Inc. every three months for the first year. After the first year, Greener Leaf will reevaluate and adjust how much money it will donate depending on the success of the business. In addition, Greener Leaf's management and staff plan to volunteer their time in giving a helping hand throughout the year assisting with the programs offered by this non-profit organization. Greener Leaf will record and keep track of all the money and time spent donating to Citizens for Citizens, Inc. and submit that information to the Cannabis Control Commission annually and/or upon request. The goal is to see these programs succeed and witness growth in the community of Fall River year after year.

Greener Leaf acknowledges that:

Any organization that will be the beneficiary of Greener Leaf's programs have been contacted and can receive the donations the company plans on making. Greener Leaf will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by Greener Leaf will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

[Special Filing Instructions](#)

Articles of Organization

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

Identification Number: 001335564

ARTICLE I

The exact name of the corporation is:

GREENER LEAF, 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. Please specify if you want a more limited purpose:

TO APPLY FOR A REGISTERED MARIJUANA DISPENSARY LICENSE, AS DEFINED IN 105 CMR 275 ET. SEQ. AND TO APPLY FOR MARIJUANA ESTABLISHMENT LICENSE FACILITY AS DEFINED IN 935 CMR 500.000 ET. SEQ.

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.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	100	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

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

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

ARTICLE VII

The effective date of organization 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.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a.b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: CHARLES SALIBY
No. and Street: 105 RHODE ISLAND AVENUE
City or Town: FALL RIVER State: MA Zip: 02724 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	CHARLES SALIBY	5 CHRISJENN BOOKE LANE LAKEVILLE, MA 02347 USA
TREASURER	CHARLES SALIBY	5 CHRISJENN BOOKE LANE LAKEVILLE, MA 02347 USA
SECRETARY	CHARLES SALIBY	5 CHRISJENN BOOKE LANE LAKEVILLE, MA 02347 USA
DIRECTOR	CHARLES SALIBY	5 CHRISJENN BOOKE LANE LAKEVILLE, MA 02347 USA

d. The fiscal year end (i.e., tax year) of the corporation:
January

e. A brief description of the type of business in which the corporation intends to engage:

TO APPLY FOR MARIJUANA LICENSE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 95 RHODE ISLAND AVENUE
City or Town: FALL RIVER State: MA Zip: 02724 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are

located (*post office boxes are not acceptable*):

No. and Street: 105 RHODE ISLAND AVENUE
City or Town: FALL RIVER State: MA Zip: 02724 Country: USA

which is

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

Signed this 5 Day of July, 2018 at 3:14:07 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

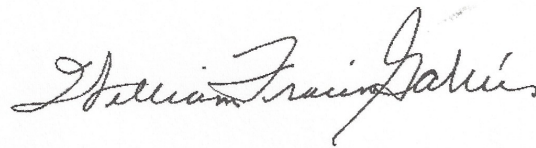
CHARLES SALIBY

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

July 05, 2018 03:13 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BY-LAWS OF GREENER LEAF, INC.

ARTICLE I
General Provisions

Section 1. Name

The name of the corporation shall be **GREENER LEAF, INC.**

Section 2. Location

The principal office of the corporation shall initially be located at the place set forth in the Articles of Organization of the corporation. The directors may establish other offices and places of business in Massachusetts or elsewhere.

ARTICLE II
Fiscal Year

Except as from time to time otherwise determined by the Directors, the fiscal year of the corporation shall be each year end on December 31.

ARTICLE III
Meetings of Stockholders

Section 1. Annual Meetings.

The annual meeting of stockholders shall be held on the 2nd Thursday in July in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at ten o'clock a.m. unless a different hour is fixed by the Board of Directors or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or these By-Laws, may be specified by the Board of Directors or the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held and such special meeting shall have for the purposes of these By-Laws or otherwise all the force and effect of an annual meeting.

Section 2. Special Meetings.

A special meeting of the stockholders may be called at any time by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them. A special meeting of the stockholders shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the stock entitled to vote at the meeting. Such call shall state the time, place and purpose of the meeting.

Section 3. Place of Meetings.

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States is designated by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them and stated in the notice of the meeting. Any adjourned session of any meeting of the Stockholders shall be held at such place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as is designated in the vote of adjournment.

Section 4. Notice of Meetings.

Written notice of the place, date and hour of all meetings of stockholders stating the purpose of the meeting shall be given at least seven days before the meeting to each stockholder entitled to vote thereat and to each stockholder who is otherwise entitled by law or by the Articles of Organization to such notice, leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such Stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer or by a person designated either by the Secretary, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a Stockholder under any provision of law, of the Articles of Organization, or of their By-Laws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 5. Quorum.

At any meeting of the stockholders, a quorum shall consist of a majority of all shares of stock then issued and outstanding and entitled to vote at the meeting except that if two or more classes or series of stock are entitled to vote on any matter as separate classes or series, then in the case of each such class or series a quorum for that matter shall consist of a majority of all shares of stock of that class or series then issued and outstanding and except when a different quorum is required by law, the Articles of Organization or by these By-Laws. Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 6. Action by Vote.

When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the vote properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the Articles of Organization or by these By-Laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 7. Voting.

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them of record according to the records of the corporation and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

Section 8. Action by Consent.

Any action required or permitted to be taken at any meeting of the Stockholders may be taken without a meeting if all Stockholders entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of Stockholders. Proxy stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. Proxies.

Stockholders entitled to vote may vote either in person or by proxy in writing dated not more than six months before the meeting named therein, which proxies shall be filed with the Secretary or other persons responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but such proxies shall not be valid after the final adjournment of such particular meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

ARTICLE IV
Directors.

Section 1. Powers.

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these By-Laws.

Section 2. Enumeration, Election and Term of Office.

The Board of Directors shall consist of not less than three Directors, except that whenever there shall be only two stockholders the number of Directors shall not be less than two, and whenever there shall be only one stockholder the number of Directors shall be not less than one. The number of the Directors shall be as determined from time to time by the stockholders and may be enlarged by vote of a majority of the Directors then in office. The Directors shall be chosen at the annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each shall hold office

until the next annual election of Directors and until his' successor is chosen and qualified or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

Section 3. Regular Meetings.

Regular meetings of the Board of Director may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is absent when such times and places are fixed shall be given notice as provided in Section 5 of this Article IV of the fixing of such times and places and provided further that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of stockholders. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 4. Special Meetings.

Special meetings of the Directors may be called by the President or by the Treasurer or by the Secretary or Assistant Secretary, if any, or by any two Directors and shall be held at the place designated in the call thereof.

Section 5. Notices.

Notices of any special meeting of the Directors shall be given by the Secretary or Assistant Secretary to each Director, by mailing to him, postage prepaid, and addressed to him at his address as registered on the books of the corporation, or if not so registered at his last known home or business address, a written notice of such meeting at least forty-eight hours before the meeting or by delivering such notice to him at least twenty-four hours before the meeting or by sending to him at least twenty four hours before the meeting, by prepaid telegram addressed to him at such address, notice of such meeting. If the Secretary or Assistant Secretary refuses or neglects for more than twenty-four hours after receipt of a call to give notice of such special meeting, or if the offices of Secretary and/or Assistant Secretary are vacant or the Secretary and/or Assistant Secretary are absent from the Commonwealth of Massachusetts, or incapacitated, such notice may be given by the officer or one of the Directors calling the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

Section 6. Quorum.

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of a majority of the Directors then in office. Whether or not a quorum is present any

meeting may be adjourned from time to time by, a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a different vote is required by law, by the Articles of organization or by these By-Laws.

Section 7. Action by Consent.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote of the Directors at a meeting.

Section 8. Committees.

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these By-Laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-Laws for the Board Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep all records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroacting effect.

Section 9. Meeting by Telecommunications.

Members of the Board of Directors or any committee elected thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE V
Officers and Agents

Section 1. Enumeration; Qualifications.

The officers of the corporation shall be a President, a Treasurer, a Secretary, and such other officers, if any, as the incorporators at their initial meeting or the Directors, from time to time, may in their discretion elect or appoint.

The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion elect or appoint. None need be a Director or stockholder. The Secretary shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

Section 2. Powers.

Subject to law, to the Articles of Organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such duties and powers as the Directors may from time to time designate.

Section 3. Election.

The President, the Treasurer and the Secretary shall be elected annually by the Directors at their first meeting following the annual meeting of the, stockholders. Other officers, if any, may be elected or appointed by the Board of Directors at said meeting or at any other time.

Section 4. Tenure.

Except as otherwise provided by law or by the Articles of Organization or by these By-Laws, the President, the Treasurer and the Secretary shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes' disqualified. Each agent shall retain his authority at the pleasure of the Directors.

Section 5. President and Vice-Presidents.

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors he shall preside, when present, at all meetings of stockholders and of the Board of Directors. In the absence or disability of the President, his powers or duties shall be performed by the Vice-President, if only one, or, if more than one, by the one designated for the purpose by the Directors. Any Vice-President shall have such other powers and shall perform such other duties as the Board of Directors may from time to time designate.

Section 6. Treasurer and Assistant Treasurer.

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide. In the absence or disability of the Treasurer, his powers and duties shall be performed by the Assistant Treasurer, if only one, or, if more than one, by the one designated for the purpose by the Directors. Any Assistant Treasurer shall have such other powers and perform such other duties as the Board of Directors may from time to time designate.

Section 7. Secretary and Assistant Secretaries .

The Secretary shall keep a record of the meetings of stockholders. In the event there is no Secretary or he is absent, an Assistant Secretary shall keep a record of the meetings of the Board of Directors. Unless the Directors shall appoint a transfer agent and/or registrar or other officer or officers for the purpose, the Secretary shall be charged with the duty of keeping, or causing to be kept, accurate records of all stock outstanding, stock certificates issued and stock transfers. In the absence of the Secretary from any meeting of stockholders, an Assistant Secretary if one be elected, otherwise a Temporary Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary. An Assistant Secretary shall have such other powers and perform such other duties as the Board of Directors may from time to time designate.

Section 8. Secretary.

The Secretary, if one be elected or appointed, shall keep a record of the meetings of the Board of Directors. In the absence of the Secretary, the Secretary and any Assistant Secretary, a Temporary Secretary shall be designated by the person presiding at such meeting to perform the duties of the Secretary.

ARTICLE VI

Resignations, Removals and Vacancies.

Section 1. Resignations.

Any Director or officer may resign at any time by delivering his resignation in writing to the President or the Secretary or Clerk or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified then upon delivery thereof.

Section 2. Removals.

Directors, including Directors elected by the Directors to fill vacancies in the Board, may be removed with or without assignment of cause by vote of the holders of the majority of the share entitled to vote in the election of Directors, provided that the Directors of a class elected by a particular class of stockholders may be removed only by the vote of the holders of a majority of the shares of the particular class of stockholders entitled to vote for the election of such Directors. The

Directors may by vote of a majority of the Directors then in office remove any Director for cause.

The Directors may remove any officer from office with or without assignment of cause by vote of a majority of the Directors then in office. If cause is assigned for removal of any Director or officer, such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposing to remove him. The Directors may terminate or modify the authority of any agent or employee. Except as the Directors may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provision shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the corporation.

Section 3. Vacancies.

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors then in office or, in the absence of such election by the Directors, by the stockholders at a meeting called for the purpose; provided, however, that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them. If the office of any officer becomes vacant, the Directors may elect or appoint a successor by vote of a majority of the Directors present at the meeting at such election. Each such successor shall hold office for the unexpired term of his predecessor and until his successors shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

ARTICLE VII

Indemnification of Directors and Others.

The corporation shall, to the extent legally permissible indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

(a) such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:

- (i) by a disinterested majority of the directors then in office; or
- (ii) by 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 Director or officer; or

(b) in the absence of action by disinterested directors or stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under law. As used in this Article the terms "Director", "Officer", "Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, Employee or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

ARTICLE VIII

Stock

Section 1. Stock Authorized.

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preferences, voting powers, qualifications and special and relative rights and privileges as to each class and any series thereof, shall be as stated in the Articles of Organization.

Section 2. Issue of Authorized Unissued Capital Stock.

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Directors. No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or class and the designation of the series, if any, of the shares conveyed or rendered to, the corporation, or is in its possession as surplus.

Section 3. Certificates of Stock.

Each stockholder shall be entitled to a certificate in form selected by the Board of Directors stating the number and the held by him. Such certificate shall be signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer. Such signatures may be facsimiles if the certificate is

signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the corporation. Every certificate for shares of stock subject to any restriction on transfer pursuant to the Articles or Organization, these By-Laws, or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text or the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 4. Transfers.

Subject to the restrictions, if any, imposed by the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his post office address.

Section 5. Dividends.

Except as restricted by law, the Articles of Organization or any agreement to which the corporation may be a party, dividends upon the capital stock of the corporation may be declared by the Board of Directors at any regular or special meeting and may be paid in cash, in property or in shares of the capital stock.

Section 6. Lost, Mutilated or Destroyed Certificates.

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

Section 7. Transfer Agent and Registrar.

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

Section 8. Setting Record Date and Closing Transfer Records

The Board of Directors may fix in advance a time not more than sixty days before (i) the date of any meeting of the stockholders or (ii) the date for the payment of any dividend or the making of any distribution to stockholders or (iii) the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such dividend or distribution, or the right to give such consent or dissent. If a record date is set, only stockholders of record on the date shall have such right notwithstanding any transfer of stock on the records of the corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer records of the corporation for all or any part of such sixty-day period. If no record date is fixed and the transfer books are not closed, then the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

ARTICLE IX
Miscellaneous Provisions

Section 1. Execution of Papers.

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

Section 2. Voting of Securities.

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

Section 3. Corporate Seal.

The seal of the corporation shall be a circular die with the name of the corporation, the word "Massachusetts" and the year of its corporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

Section 4. Corporate Records.

The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Secretary or of its Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 5. Evidence of Authority.

A certificate by the Secretary or Assistant Secretary or an Assistant or Temporary Secretary or Assistant Secretary as to any matter relative to the Articles of Organization, By-Laws, records of the proceedings of the incorporators, stockholders, Board of Directors, or any committee of the Board of Directors, or stock and transfer (a) to transfer all or any part of the consideration, shall notify the records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

ARTICLE X

Restrictions on Transfer of Stock

Section 1. Voluntary Transfer.

(a) Any stockholder who desires to transfer all or any part of the stock owned by him without consideration shall notify the corporation in writing, naming the proposed transferee and one arbitrator. The corporation may within thirty (30) days thereafter give written notice to the stockholder naming a second arbitrator. The two arbitrators so named shall within ten (10) days name a third. It shall then be the duty of the arbitrators to ascertain by majority vote within an addition thirty (30) days the fair market value of the stock. After the report of the arbitrators as to such value, the Board of Directors shall have an additional thirty (30) days within which to purchase such stock or to designate a person or persons to purchase the same or any specified part thereof at such value. Written notice of such determination shall be given to the stockholder within such thirty (30) day period. If the corporation shall not have exercised its rights under this paragraph, the stockholder may dispose of the same in the manner set out in his written notice within thirty (30) days after the expiration of the last thirty (30) day period. If the stockholder does not so dispose of such stock, all of the restrictions imposed herein shall apply to all of the stock owned by him.

(b) Any stockholder who desires to sell or otherwise transfer for consideration all or any part of the stock owned by him shall first make a written offer of such stock for sale to the corporation or to one or more purchasers to be designated by the Board of Directors acting on behalf of the corporation at the same price and upon the same terms offered to such stockholder by an identified

bona fide prospective purchaser of such stock. The corporation shall have the option for a period of thirty (30) days following its receipt of such written offer to accept such offer by causing a written notice to be sent to such stockholder stating that the corporation itself will purchase such stock or stating the name or names of the purchaser or purchasers of such stock or specified part thereof designated by the Board of Directors. Such option shall terminate if the corporation shall have failed to exercise the same within such thirty (30) day period.

In the event that the corporation does not elect to exercise its option hereunder, the stockholder so desiring to sell all or any part of his stock shall have the right for a period ending on the thirtieth (30th) day after the expiration of the aforesaid thirty (30) day option period to sell such stock to, and only to, the aforesaid bona fide prospective purchaser in the same quantity, at the same price, and upon the same terms as were specified in the offer to the corporation or to the person or persons designated by the Board of Directors. Upon the expiration of such thirty (30) day period, if such stockholder has not sold such stock as provided herein, all of the restrictions imposed herein shall apply to all of the stock owned by the stockholder.

Section 2. Involuntary Transfer.

Any person acquiring any shares of stock by the insolvency or, bankruptcy of any stockholder, by the foreclosure of any pledge or hypothecation, or by any other involuntary transfer or assignment, or by death, or otherwise by process of law, before being entitled to exercise any rights as a holder of such stock of the corporation, shall offer in writing all of such acquired shares to the corporation for purchase by it and deliver to the corporation together with such offer (a) the certificate or certificates representing all of such shares of stock, (b) proper proof or authentication of such person's right to acquire such shares and to transfer the same, and (c) a stock power or powers duly executed in blank by such person. Such offer shall be made within thirty (30) days of such involuntary transfer and shall name one arbitrator. The corporation may within thirty (30) days thereafter give written notice to the stockholder naming a second arbitrator. The two arbitrators so named shall within ten (10) days name a third. It shall then be the duty of the arbitrators to ascertain by majority vote within an additional thirty (30) days the fair market value of the stock. After the report of the arbitrators as to such value, the Board of Directors shall have an additional thirty (30) days within which to purchase such stock or to designate in writing a person or persons to purchase the same or any specified part thereof at such value. In the event that the corporation does not elect to exercise its option hereunder, the A pledge or hypothecation shares of stock so acquired shall be transferred on the books of the corporation into the name of the person acquiring the same and such stock shall thereafter be subject to all the restrictions imposed by this Article.

Section 3. Miscellaneous.

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

A pledge or hypothecation shall not be subject to this restriction, and prior to foreclosure no transfer of the shares pledged or hypothecated shall be made by the corporation on its books (except to any

extent required by law). If the pledge or hypothecation shall be foreclosed, any such transfer shall be subject to this restriction.

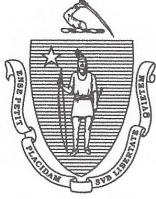
The following statement shall be legibly stamped or endorsed upon each certificate of stock of the corporation now owned or hereafter acquired:

"This certificate is subject to and transferable on the books of the corporation only upon compliance with the provisions of the stock restriction provisions applicable thereto, a copy of which will be supplied to the holder of this certificate without charge upon written request to the Secretary of the corporation." Each stockholder shall surrender to the corporation all of the certificates of stock in the corporation now owned or hereafter acquired by him and the corporation shall inscribe thereon the legend set forth in the preceding sentence and return said certificates to the stockholders.

ARTICLE XI Amendments

These By-Laws may be amended or repealed in whole or in part by the affirmative vote of the holders of a majority of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting if authorized by the Articles of Organization, the Directors may make, amend or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty (60) days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty (20) days before the new date fixed for such meeting.

Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.



William Francis Galvin
Secretary of the
Commonwealth

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

Date: August 09, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,
GREENER LEAF, INC.

is a domestic corporation organized on **July 05, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18080173210

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: L1099481728
Notice Date: August 10, 2018
Case ID: 0-000-660-203



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREENER LEAF, INC
95 RHODE ISLAND AVE
FALL RIVER MA 02724-3625

000037

Why did I receive this notice?

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

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

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

What if I have questions?

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

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

Plan for Obtaining Liability Insurance

Greener Leaf will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. Greener Leaf's deductible for each policy will be no higher than \$5,000 per occurrence. In addition, the company will obtain a policy of business and property insurance for fire, theft, or other loss sufficient to ensure its ongoing operations in the face of such an occurrence, as well as Worker's Compensation Insurance for its staff.

Greener Leaf's owner, Charles Saliby, organized a meeting with FB Insure's Vice President of Small Business, Suzette Moniz, to discuss a plan to obtain insurance for the company to meet the requirements stated above and set by the Cannabis Control Commission. An application form and questionnaire were completed by Greener Leaf and delivered to Suzette Moniz. She submitted applications to various carriers for quotes and is currently waiting for a response. Suzette wrote a letter to Charles Saliby confirming she has actively submitted our application to the insurance marketplace. This letter will be attached for review by the Cannabis Control Commission.



August 28, 2018

Greener Leaf Inc
105 Rhode Island Ave
Fall River, MA 02724

Re: Insurance Quotation for
Recreational Cannabis Retail Operation

Dear Mr. Saliby,

Thank you for stopping by our office to inquire on an insurance program which would be designed specifically to protect your upcoming business operation. It is our understanding that your plan will be to insure one of the first recreational cannabis retail businesses in Massachusetts. We eagerly anticipate the launching of your new entity.

Currently, a general liability application has been submitted to the insurance marketplace where we're requesting limits of \$2,000,000 per aggregate and \$1,000,000 per occurrence as required by contract. We expect to have a premium indication for this exposure within 7-10 business days. Upon our receipt, it is our intension to reach out to you and present these figures. Please note, we cannot bind coverage without your written consent which should occur on or prior to the day you open shop. We're excited to be working with a venture such as yours and are looking forward to your business success.

Sincerely,

A handwritten signature in cursive script that reads 'Suzette M. Moniz'.

Suzette Moniz

GREENER LEAF

Business Plan

**Prepared for
Cannabis Control Commission**

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This Business Operations Plan, together with the Greener Leaf’s Employee Manual, comprehensively discusses the structure of the organization with regard to its day-to-day operational procedures of the facility as it relates to the sale of marijuana products, staffing of the facility, management functions, and duties.

1. Executive Summary

Greener Leaf is pursuing entry into the Massachusetts Cannabis Industry and intends to retail marijuana products to recreational users who are 21 years old or older. The company plans to operate an adult-use marijuana facility at 95 Rhode Island Avenue, in the City of Fall River, Massachusetts. Greener Leaf will solely operate as a retail store and there will be no cultivation or manufacturing taking place.

Greener Leaf’s goal is to provide the best marijuana products available, in a safe, legal and comfortable environment. Greener Leaf intends on being an example of how to best operate an adult-use marijuana establishment in the State of Massachusetts.

Greener Leaf’s facility will be designed and built to feature state of the art technology. Security and safety are critical components of the company’s operations. Greener Leaf will also plan to take every effort to be “good neighbors” in the community. This means providing extensive community outreach, such as hiring and public involvement. It also means minimizing any negative impacts or nuisances that may arise from Greener Leaf’s operations.

Greener Leaf has assembled this business plan to outline the key company objectives and mission. The plan will summarize the estimated start-up costs, revenue projections, and outline additional details that will be required to operate as a compliant marijuana business.

Greener Leaf’s team will be committed to the highest standards of safety, professionalism, and integrity. They will supply the best possible marijuana products they can buy using the most effective resources available.

1.1 Mission Statement

Greener Leaf's mission is to dispense premium grade marijuana products. The products will be professionally processed, packaged and presented to customers in a service-focused environment.

Staff will be knowledgeable of the products they are dispensing and will be able to provide customers insight into the effects of each marijuana type. The workforce will be diverse and will also be trained to serve customers courteously, informatively, and always with their dignity in mind. Greener Leaf intends to be regarded by the local community and customers as a professional operation who adds economic and health value to the local population.

Greener Leaf is dedicated to retailing premium marijuana products. Their focus is to provide customers with the ultimate shopping experience. Greener Leaf will give its patrons the kind of service that is respectful and prompt. Employees of Greener Leaf will also be treated in a professional manner with a rewarding work environment and fair compensation.

1.2 Objectives

Greener Leaf's key objectives are:

- To obtain approval from the Cannabis Control Commission to open a marijuana establishment specifically to be licensed as a marijuana retailer.
- To become the preferred marijuana retailer.
- To provide a safe mechanism for recreational users to access marijuana and enjoy its potential benefits.
- Inside the facility, to provide safe and legal access to marijuana for all recreational users 21 years of age or older.
- To create a professional image and earn trust and respect within the communities Greener Leaf serves.
- Create a business plan that can be presented to partners, the state, and those responsible for executing and delivering on the mission.

2. Organization Summary

2.1 Legal Entity

Greener Leaf is organized as an S-Corporation, filed with the Secretary of State of Massachusetts on July 6, 2018. By-laws will be carefully written and will be used to direct operations.

2.2 Start-Up Funding

Greener Leaf has used conservative values to determine and develop an assessment to estimate start-up costs.

START-UP FUNDNG

GREENER LEAF'S PROJECTED START UP COSTS

<u>Category</u>	<u>Expense Items</u>	<u>Amount</u>	<u>Category Amt</u>
LOCATION			
	CONSTRUCTION (WALLS) - BUILD OUT - PERMITS	\$38,500.00	
	FRAMED DOORS	\$1,250.00	
	SECURITY DOORS	\$2,400.00	
	SLOPED CONCRETE (EXTERIOR - ENTRANCE)	\$1,200.00	
	HAND RAILS	\$450.00	
	BALLARDS	\$1,500.00	
	ELECTRICAL (LED LIGHTS) - OUTDOOR & INDOOR	\$5,200.00	
	AIR FILTERATION (ODOR FILTERATION SYSTEM)	\$2,200.00	
	SALES FLOOR DISPLAYS & RACKS (SHELVING, COUNTERS, DISPLAY CASES)	\$15,800.00	
	OFFICE FURNITURE (DESKS, TABLES, SHELVES)	\$1,200.00	
	BEVERAGE COOLERS - 4 DOOR UNIT	\$2,700.00	
	WAITING ROOM FURINTURE	\$800.00	
	GENERATOR SYSTEM - BACK UP ELECTRICAL	\$8,000.00	
	SECURITY (CAMERAS, MOTION SENSORS, ETC)	\$9,500.00	
	SAFE AND WALK IN VAULT	\$8,500.00	
	AUTOMOBILE EXPENSE	\$2,700.00	
	ALARMS SYSTEM	\$1,400.00	
	EXTERIOR SIGNAGE	\$3,200.00	
	ARCHITECT	\$2,500.00	
	LEASE - MONTHLY	\$2,500.00	
			\$111,500.00
TECHNOLOGY			
	TV'S FOR PRODUCT DISPLAY (MENU BOARD)	\$3,900.00	
	POINT OF SALE SOFTWARE / COMPUTER REGISTERS	\$8,200.00	
	PRINTERS	\$1,200.00	
	SEED TO SALE TRACKING SYSTEM	\$1,500.00	
	IPADS FOR PROUCT DISPLAY	\$2,700.00	

	SCALES (FOR OFFICE AND RETAIL FLOOR)	\$400.00	
	LABEL MAKER (FOR OFFICE)	\$150.00	
	BAR CODE SCANNERS	\$315.00	
	ATM MACHINES	\$2,500.00	
			\$20,865.00
MARKETING			
	LOGOS AND PRINTED MATERIALS	\$1,500.00	
	WEBSITE - WEB DESIGN AND START UP	\$7,500.00	
	SOCIAL MEDIA	\$500.00	
	EMAIL MARKETING - MONTHLY NEWSLETTER	\$200.00	
			\$9,700.00
INVENTORY			
	FLOWERS (APPROX. 10-12 POUNDS)	\$40,000.00	
	EDIBLES	\$10,000.00	
	PRE-ROLLS	\$2,500.00	
	CONCENTRATES	\$9,500.00	
	VAPOR PENS	\$8,000.00	
	BEVERAGES	\$3,000.00	
	TINCTURES & SUBLINGUALS	\$2,000.00	
	TOPICALS	\$1,000.00	
	CAPSULES	\$1,000.00	
	ACCESSORIES		
	(HATS, SHIRTS, EDUCATIONAL MATERIALS, ETC)	\$900.00	
	PACKAGING (EXIT BAGS, CONTAINERS, ETC)	\$1,200.00	
			\$79,100.00
GENERAL ADMIN			
	LEGAL FEES & ENTITY START UP COSTS	\$3,500.00	
	ACCOUNTANT & BOOKKEEPING FEES - MONTHLY	\$350.00	
	CCC APPLICATION FEE	\$300.00	
	INSURANCE (PROPERTY, LIABILITY) - INITIAL PMT	\$1,800.00	
	OFFICE SUPPLIES (PENS, PAPER, ETC)	\$150.00	
			\$6,100.00
	TOTAL START-UP ESTIMATE		\$227,265

2.3 Revenue Projections

Greener Leaf anticipates that each visitor will spend approximately \$42 per visit.

Approximately 41% of the sales will be flower, 28% vapor pens and oil cartridges, 11% edibles, 9% concentrates, 7% pre-rolls, 6% tinctures, 6% topicals, 3% capsules and 3% accessories.

In total, during the first year of operations, Greener Leaf expects approximately \$4.2M in revenue. Greener Leaf will have over \$500,000 in capital which will be more than enough funding to operate for year 1.

REVENUE PROJECTIONS

GREENER LEAF'S ANNUAL PROJECTED REVENUE

<u>Category</u>	<u>Expense Items</u>	<u>Amount</u>	<u>Category Amt</u>
REVENUES			
	FLOWERS	\$1,722,286.00	
	VAPOR PENS	\$1,344,223.00	
	EDIBLES	\$462,077.00	
	CONCENTRATES	\$210,035.00	
	PRE-ROLLS	\$294,048.00	
	TINCTURES	\$84,011.00	
	TOPICALS	\$38,578.00	
	CAPSULES	\$33,104.00	
	ACCESSORIES	\$6,925.00	
	TOTAL REVENUES		\$4,195,287.00
COST OF GOODS SOLD			
	FLOWERS	\$861,143.00	
	VAPOR PENS	\$672,112.00	
	EDIBLES	\$231,038.00	
	CONCENTRATES	\$105,017.00	
	PRE-ROLLS	\$147,024.00	
	TINCTURES	\$42,006.00	
	TOPICALS	\$19,289.00	
	CAPSULES	\$16,552.00	
	ACCESSORIES	\$3,463.00	
	TOTAL COST OF GOODS SOLD		\$2,097,644.00

2.4 Board of Directors

Chief Executive Director: Charles Saliby

Charles Saliby holds a Bachelor's of Business Management from the University of Massachusetts Dartmouth. Charles is currently the President of Guimond Farms. Guimond Farms is a successful family run business and has been serving the Fall River community for over 20 years. Charles is responsible for managing the day to day operations of the business.

Throughout his career, Charles has demonstrated his commitment to growth and development. Such commitment can be expected out of Charles with his new venture, Greener Leaf.

General Manager: Nicole Custadio

Nicole Custadio is Charles Saliby's sister. She is an enthusiastic, thoughtful, and determined business woman who thrives on building and establishing great relationships. Nicole Custadio will be a positive asset to Greener Leaf's management team. A resident of Fall River for over 30 years, she has developed a name for herself and is respected in the community.

Nicole not only demonstrates an impeccable work ethic, but her history shows that she consistently provides to the community that she is a member of. She takes pride in work and strives to improve work performance. Nicole maintains a positive attitude and always goes the extra mile.

The remaining positions will be filled by qualified individuals who will be a positive asset to the company. Their professional skills will contribute to Greener Leaf's ongoing success and growth.

2.5 Employees

Below is a list of anticipated employees.

- Charles Saliby
 - Executive Director
- Nicole Custadio
 - General Manager
- Shift Manager – To be determined
 - Retail Sales
- Budtender – To be determined
 - Retail Sales
- Budtender – To be determined
 - Retail Sales

- Budtender – To be determined
 - Retail Sales
- Receptionist – To be determined
 - Front desk
- Receptionist – To be determined
 - Front desk
- Security Manager – To be determined
 - Security
- Security Personnel – To be determined
 - Security

Greener Leaf will initially rely on a staff of 7-10 people, in a combination of full and part-time positions, including its Director. This section of the plan will provide a description of the duties for each staff member. Additional personnel procedures are contained in the Greener Leaf Employee Manual.

➤ **Entrance Screening Staff (Receptionist)**

Entrance Screening Staff greets customers in the secure waiting area to verify they are 21 years old or older before entrance to the retail space. They are responsible for providing a healthy first interaction with customers.

➤ **Counter and Cashier Staff (Budtenders)**

Counter and Cashier Staff will be trained to provide knowledge on marijuana products relating to its properties, strengths, and strains. After the customer has made a selection, the counter and cashier staff member will proceed to handle the financial aspects of the transaction. They will be responsible for the set-up and close-down of the display cases at the start and end of each shift. They also will handle all payment and financial transactions from a secure payment station.

➤ **Security Staff**

Greener Leaf will employ security personnel to oversee the safety of staff and the security of the facility. The security personnel will be responsible for all the security of the facility and its perimeter and will train all staff as to basic security protocols. The security personnel are also responsible for the security and safety of the immediate environment outside of the facility perimeter to the extent that the establishment's operations relate to the welfare of the neighbors, arising from the facility's presence in the neighborhood.

➤ **Security Manager**

The Security Manager will be responsible for implementing Greener Leaf's design plans for the security procedures and protocols, the video surveillance system, its backup up and video log. They will also be responsible for ensuring that all security equipment, alarms, locks, cameras and surveillance data are properly functioning, maintained and operational. The Security Manager will also maintain strict vigilance for diversion to minors.

➤ **Managers (General & Shift Managers)**

The General/Shift Managers will be responsible for the daily general welfare and well-being of the customers. There will always be a manager on duty during business hours. While on duty, the manager will assist the Counter and Cashier Staff.

Additional duties will include:

- Receiving products to the establishment.
- Organizing, storing and maintaining inventory in storage room and on retail floor.
- Handling minor complaints and listening to the customer needs.
- Remove and deliver cash for registers to safe.
- Supervise the opening, set-up and close-down of the display cases at the start and finish of each shift.
- Securing the product at the end of each shift.

➤ **Executive Director**

Greener Leaf's Executive Director is responsible for the operational oversight and management of the business. The Executive Director will be responsible for implementation and organization of day to day facility operations. They will be responsible for the general welfare of staff as a Human Resources specialist. The Executive Director is responsible for ensuring that the facility is in compliance with all City and State regulations. The Executive Director is also responsible for reconciling Inventory Control and accounting systems.

The Executive Director will work with Greener Leaf's Staff to implement daily operations, policies and procedures. They will have authority to resolve conflicts at all levels within the organization.

3. Location

3.1 Proposed Location

Greener Leaf will lease a 1,244 square foot retail space in Fall River, Massachusetts. This retail space is conveniently located on Rhode Island Avenue – one of the busiest streets in the City of Fall River. With the new development of the Southcoast Plaza and a new Casino on the Rhode Island line, less than a mile away, Greener Leaf views this location to best fit a marijuana retail store.

Location Address:

95 Rhode Island Avenue,

Fall River, MA 02724

3.2 Hours of Operation

Greener Leaf will be open to the public from 8:00 am to 8:00 pm, Monday through Sunday. Operating times may change due to limitations and time constraints set by local or state regulations. At any time that the facility is not open for retail sales, Greener Leaf will ensure the following:

- The premises will be securely locked with commercial-grade, non-residential door locks;
- The premises will be equipped with an active alarm system and surveillance video recording 24 hours a day;
- When closed for retail business, all marijuana products will be stored in a locked safe or vault area on the premises; and
- Only authorized employees and contractors of the licensee will be allowed to enter the premises after hours.

3.3 Signage

Greener Leaf will hang posters at least 8 inches tall by 11 inches wide in a conspicuous place on the premises that read the following:

- a. "Please Stop - We Must ID You Prior to Entry";
- b. "Attention – Persons Under Twenty-One (21 Years Old) Are Not Permitted";
- c. "Keep Marijuana Products Out of Reach of Children";
- d. "No Firearms Allowed on Premises";

- e. “No Consumption of Marijuana Products on Property”;
- f. “No Open Marijuana Packages Allowed”; and
- g. “Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only”.

Signage for the facility will comply with standards set by the Cannabis Control Commission. No marijuana products or graphics describing cannabis will be visible from the exterior of the property.

Signs will be posted in a conspicuous location on the premises that will include:

- Greener Leaf’s permits to operate issued by the City of Fall River and the Cannabis Control Commission.
- The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law.
- The use of marijuana may impair a person's ability to drive a motor vehicle.

3.4 Inside Décor

Greener Leaf’s Interior Décor will be items that are hand-selected to match the company’s brand image. While no items have been purchased, much efforts and research has been done utilizing common social tools to find ideas for inspiration. Design ideas have been consolidated to blend decorative ideas together to create the ultimate contemporary appeal. Greener Leaf believes that this vision will attract local customers as well as outside tourists to its location.

3.5 Neighborhood Compatibility (Community)

Greener Leaf will provide an appealing addition to the neighborhood, by maintaining excellent relationships with the community.

Greener Leaf will maintain the integrity of the current location. The goal of Greener Leaf is to make the location appear just like any other business and not draw unneeded attention to the proposed site. There will be no outdoor signage that will contain any information that identifies, advertises, or lists the services or the products offered.

Greener Leaf’s security personnel will manage the sidewalk to monitor cleanliness and loitering, as well as greet customers entering the facility. The security personnel will provide a highly visible deterrent to potential criminal activity by ensuring only those visiting the facility are allowed entry for legitimate business. They will also be vigilant to suspicious activity on the

exterior of the premises. Cleanliness is also managed constantly with checks throughout the business day.

3.6 Environmental Plan

Greener Leaf is dedicated to conducting its operations in a manner that is ecologically sustainable from an energy consumption and waste generation standpoint. Greener Leaf will adopt and adhere to efficient methods, policies and procedures in the following areas:

1. As to maximizing energy efficiency, the implementation of measures that include the following:
 - a. For lighting equipment and controls:
 - i. Use of fluorescent/LED lighting in all areas of the premises;
 - ii. Use of Energy Star lighting products;
 - b. For air filtration equipment and controls:
 - i. Use of programmable thermostats and controls;
 - ii. Sealing and insulation of ducts and hot water pipes;
 - iii. Use of Energy Star HVAC products;
2. The facility will use green building measures whenever feasible, utilizing materials such as denim insulation, and non-toxic paint.
3. As to solid resource conservation:
 - a. Using, where available, paper, plastic and other containers that have been produced using recycled materials, identifying vendors of such products, and training staff as to the use of such vendors. Greener Leaf will endeavor to minimize packaging and waste wherever possible.
 - b. Instituting a recycling program whereby:
 - i. Staff are trained as to recycling programs operated by local waste management providers and private recycling providers;
 - ii. Used or discarded paper, plastic or other items are placed for pick up and recycling by waste management providers or transported to private recycling centers.
4. Disposal and Destruction Program:
 - a. As to the marijuana products that cannot be used in such a manner and which therefore must be discarded or destroyed, Greener Leaf will use the following approach:
 - i. Greener Leaf will identify one or more local landfills or transfer stations that will receive marijuana waste materials and will further identify one or more facilities that receive organic or other waste for energy generation purposes;
 - ii. Greener Leaf will identify an agent responsible for segregating and disposing of marijuana plant waste matter;

- iii. Any marijuana product that is designated for destruction or disposal will be identified by date, batch and volume and will be ground, milled or otherwise processed into a gauge where the particles can be readily combined with another substance so as to render the ground/milled/processed marijuana material non-viable;
- iv. Once processed for disposal, the material to be discarded or destroyed will be combined with mulched cardboard, used plant soils or other non-toxic inert material so as to render unusable the marijuana matter contained therein;
- b. Following the rendering of any potentially unusable marijuana non-viable by the above described method, the Greener Leaf agent responsible for the destruction/disposal of the material will isolate and identify said material pending transfer to a designated waste facility;
- c. At the time of transfer, the agent responsible for the destruction/disposal will prepare a tentative trip plan identifying the matter to be transported, the employee transporting said matter, the destination where the matter is to be transported, and the route to be used in transporting such matter;
- d. In addition, a certificate confirming the weight delivered will be recorded to verify it matches the weight which left Greener Leaf's facility.
- e. As more regulations are released, in regard to marijuana waste from a retailer, Greener Leaf will follow all new laws and procedures.

4. Products and Services

4.1 Retail Products

Greener Leaf will provide a wide variety of the highest quality marijuana products available. Greener Leaf will develop business relationships and enter into agreements to purchase marijuana products from licensed marijuana establishments to retail in the state of Massachusetts to consumers 21 years of age or older.

➤ **Dried Marijuana Flower: Sativa, Indica & Hybrids**

Raw marijuana flower will be sold as Sativa, Indica, and Hybrid strains depending on customer demand. Indica is known to reduce nausea, increase appetite and fight depression while Sativa is known for its uplifting effects that energize customers with strong cerebral effects. Hybrid strains contain a mix of Sativa and Indica genetics.

The effectiveness of marijuana is directly related to strain selection; therefore, Greener Leaf will recommend care be taken in selecting appropriate strains to meet customer needs. Customers will be encouraged to use vaporizers to reduce any potential risks from smoking.

➤ **Edibles**

A marijuana edible is a THC-infused product that can be consumed by the customer. Greener Leaf plans to offer several different edible product lines to cater to the various medical, nutritional, financial and taste needs of customers. Infusing marijuana into foods is a long-practiced and very effective method to use marijuana as medicine. Careful dosing is important. Edibles can be used as effectively as smoking or vaporizing. This may include beverages, coffees, pastries, chocolates, gummies, etc.

➤ **Concentrates**

Cannabis concentrates come in many forms and are also referred to by numerous names. Their appearance is as diverse as their names. They often appear as a thick butter-looking substance, as a dark hard brick, in powder form, as an oil that varies in color, and as a waxy residue.

➤ **Tinctures**

A cannabis tincture is a marijuana-based extract that is infused with alcohol. Typically, the flowers and trim leaves are used. This product provides easy dosing for customers with rapid absorption. This line is designed to make dose control easy for customers, with rapid absorption and effect. Tinctures can be flavored for better taste.

➤ **Topicals**

Topicals are ideal for assisting customers who are arthritic or have aching injuries. Topicals have an analgesic and anti-inflammatory effect to reduce or eliminate pain. These will be developed in the form of sprays or lotions.

➤ **Dispensing Devices**

Patrons will be able to purchase the dispensing device associated with the marijuana product that is purchased. This will include bongs, vape pens, bowls, pipes, and papers.

➤ **Ancillary Items**

To further Greener Leaf's brand image, the company intends on selling apparel and other Greener Leaf branded items.

➤ **Alternative Medicine Education Services**

Keeping customers in mind, Greener Leaf intends on providing educational services to patrons. This will include education on the healing and curative powers of marijuana, how to use marijuana effectively, and other educational classes.

4.2 Obtaining Products

Greener Leaf plans to enter into agreements and build relationships with licensed Marijuana Establishments in the State of Massachusetts that supply the highest quality marijuana products at fair wholesale prices to retail consumers for a healthy profit. Greener Leaf has reached out to Sira Naturals, Neta, In Good Health, Myinsa, Atgma (Alternative Therapies Group, Inc), Berkshire Roots, Bask, and Theory Wellness. Greener Leaf has received wholesale pricing and purchasing directions from three of the dispensaries. In Good Health, Theory Wellness, and Berkshire Roots all agreed to build relationships with Greener Leaf and supply them with marijuana products once the company is licensed as a marijuana retailer. Greener Leaf is waiting for a response back from the others. The company strongly believes that it will establish many more relationships as more establishments are licensed in the State of Massachusetts.

Charles Saliby, Greener Leaf's Executive Director, spoke with Brian McGuire, the Director of Wholesale Operations for In Good Health, Inc about wholesale purchasing on September 4, 2018. Brian stated that they do wholesale marijuana products and scheduled a meeting with Charles on September 7, 2018. Brian stated that his company was one of the first to get licensed by the state of Massachusetts back in 2015. He agreed to supply Greener Leaf with marijuana products and gave instructions for purchasing once a final license to operate was obtained. Charles also spoke with Tom McMenemy from Berkshire Roots and he agreed to similar terms. Greener Leaf will attach the marijuana wholesale list obtained from In Good Health, Theory Wellness, and Berkshire Roots for review by the Cannabis Control Commission.

4.3 Transportation

Greener Leaf has developed the following plan to document the circumstances, conditions and guidelines for the transportation of cannabis products to and from licensed marijuana establishments:

1. Before transporting marijuana products, a Greener Leaf employee will:
 - a. Verbally confirm by telephone that Greener Leaf employees will be picking up or delivering marijuana products to the marijuana establishment;
 - b. Enter the “details” of that confirmation in a log available for inspection by law enforcement;
 - ✓ The details consist of:
 - Weight of marijuana products and account for, on video, all marijuana products to be transported;
 - Within eight hours after arrival at the destination Marijuana Establishment, the destination establishment must re-weigh, re-inventory, and account for, on video, all marijuana products transported;
 - Marijuana products must be packaged in sealed, labeled, and tamper or child resistant packaging prior to and during transportation;
 - In the case of an emergency stop during the transportation of marijuana products, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle;
 - A Marijuana Establishment or a Marijuana Transporter transporting marijuana products will ensure that all transportation times and routes are randomized.
 - A Marijuana Establishment or a Marijuana Transporter transporting marijuana products shall ensure that all transport routes remain within the Commonwealth;
 - c. Ensure that all transported marijuana products are linked to the seed-to-sale tracking program;
 - d. Complete a trip plan that includes the following information:
 - I. The names of the Greener Leaf employees in charge of the transportation;
 - II. The date and start time of the trip;
 - III. The marijuana establishment’s name and address to which the marijuana products will be transported, which must match the address of record with a licensed establishment approved by the Commission;
 - IV. A description of the marijuana products being transported; and
 - V. The anticipated route of transportation;

- e. Provide a copy of the trip plan to a Greener Leaf manager. The manager will maintain copies of tentative and completed trip plans prepared by its employees and provide to appropriate law enforcement agencies upon request;
2. Transportation of marijuana products will involve two registered Greener Leaf agents, one of whom will always remain with the vehicle if it contains marijuana products, and each employee will:
 - a. Carry a copy of the completed trip plan for the duration of the trip;
 - b. Carry his/her Registered Marijuana Agent card;
 - c. Have a means of communicating with the marijuana establishments; and
 - d. Ensure that all marijuana products and edibles being transported are not visible.
3. Following delivery or pick up of marijuana products from and to marijuana establishments, a Greener Leaf employee will:
 - a. Require a signature from the marijuana establishment's employee handling the transaction;
 - b. Return back to Greener Leaf's facility, enter the trip end time and state any changes made to the trip plan.
4. The vehicle owned by Greener Leaf used for transportation of marijuana products will not have any marijuana identification or logos and will be equipped with a locked storage compartment suitable for sanitary transportation of marijuana products and a GPS system for tracking its whereabouts in real time. The vehicle used will have the correct temperature control to prevent the marijuana products from becoming unsafe during transportation and be equipped with an alarm approved by the Commission;
5. When transporting marijuana products, no other products will be transported or stored in the same vehicle and no firearms will be located within the vehicle or on a Greener Leaf registered agent.
6. Greener Leaf's employees will report any accident involving transport of marijuana products and any loss or theft of marijuana products not more than 24 hours of such accidents, diversions, losses, or other reportable incidents to Greener Leaf's Executive Director.

MANIFESTS

1. A manifest will be filled out in triplicate, with the original manifest remaining with Greener Leaf, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with an authorized Greener Leaf agent during transportation and returned to Greener Leaf upon completion of the transportation;
2. Prior to transport, the manifest will be securely transmitted to the destination Marijuana Establishment by facsimile or email;
3. Upon arrival at the destination Marijuana Establishment, an authorized agent at the destination Marijuana Establishment will compare the manifest produced by Greener Leaf's agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest must, at a minimum, include;
 - a. The originating Marijuana Establishment name, address, and registration number;
 - b. The names and registration numbers of the agents who transported the marijuana products;
 - c. The name and registration number of the marijuana establishment agent who prepared the manifest;
 - d. The destination Marijuana Establishment name, address, and registration number;
 - e. A description of the marijuana products being transported, including the weight and form or type of product;
 - f. The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
 - g. The date and time of departure from originating Marijuana Establishment and arrival at destination Marijuana Establishment for each transportation;
 - h. A signature line for the marijuana establishment agent who receives the marijuana products;
 - i. The weight and inventory before departure and upon receipt;
 - j. the date and time that the transported products were re-weighed and re-inventoried;
 - k. The name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products; and
 - l. The vehicle make, model, and license plate number.
4. The manifest will be maintained within the vehicle during the entire transportation process, until the delivery is completed.

5. Greener Leaf will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

4.4 Storage

Greener Leaf will display marijuana products in display cases, storage cabinets, closed containers, jars, refrigeration units and on wall shelving during business hours. At the end of each business day, responsible agents will transfer and store all marijuana products into a locked safe or vault located in a storage area on the premises to prevent diversion, theft and loss. This locked, limited access area will include a separate area for the storage of marijuana products that is outdated, damaged, deteriorated, mislabeled, contaminated, or whose containers or packaging have been opened or breached. The storage area will be securely locked and protected from entry except for the actual time a Greener Leaf authorized employee is required to remove or replace marijuana products.

The company will guarantee that there will be adequate lighting, ventilation, temperature, humidity, and space, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Greener Leaf's storage areas will be maintained in a clean and orderly condition and will be free from infestation by insects, rodents, birds, and pests of any kind.

Storage of finished products will be under conditions that will protect them against physical, chemical, and contamination as well as against deterioration of finished products or their containers.

4.5 Exit Packaging and Labeling

Marijuana products purchased by a customer will not leave the facility premises unless they are placed in an exit package. An exit package will meet all of the following requirements:

- The package will be designed or constructed to be significantly difficult for children to open and not difficult for adults to use properly;
- The package will be opaque so that the marijuana products cannot be seen from outside the packaging;

- For any marijuana products that are intended for more than a single use, the package will have the ability to be resealed; and
- The package will be labeled properly pursuant to local and State laws.

5. Community Benefits Plan

5.1 Positive Impacts

To create positive impacts in the neighborhood where Greener Leaf is located, a plan will be put into place to participate in community service, volunteer service, and become actively involved in local neighborhood programs.

➤ Neighborhood Cleanup

- ❖ Starting at the Greener Leaf location, employees will perform a weekly two-block perimeter neighborhood cleanup, where-by the staff walk the neighborhood streets with trash bags and trash pickers. Additionally, Greener Leaf employees will perform daily sweeps of surrounding vicinity and parking lots to ensure a litter-free zone. Greener Leaf is committed to keeping the neighborhood clean and safe.

➤ Can Food Drive

- ❖ Greener Leaf will organize and facilitate an annual food drive every November at its retail store location. Greener Leaf plans to continue this food drive program to help the community feed the hungry.

➤ Coat Drive

- ❖ In the fall and early winter months of each year, Greener Leaf will organize and facilitate an annual coat drive in which they will collect gently-used or new blankets and coats to distribute to the area's homeless. The blankets and coats are donated to homeless shelters as well as personally handed out by staff during the Christmas holidays.

➤ Fall River Neighborhood Services

- ❖ Greener Leaf plans to be in contact with Fall River's Neighborhood Associations to get more information on how Greener Leaf can get better involved in the

community through volunteer programs tailored to helping others in their neighborhood. Greener Leaf intends to help either by sending out volunteers from the company or contributing other resources to make community programs and volunteer services successful.

➤ Taxes

- ❖ The anticipated local tax revenues by Greener Leaf will contribute to the local government efforts to maintain and improve its public services such as parks and community centers. The taxes will also be used to fund local programs, such as education and community improvements.

Greener Leaf will continue to implement additional services to benefit the community that extends beyond its retail operations. Greener Leaf plans to address the hopes and aspirations of the City of Fall River and strives to maintain the greater values of that community.

5.2 Diversity

Greener Leaf plans to encourage diversity throughout the company. Diversity encompasses the following aspects: race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies.

The cannabis industry is one that is lacking in the representation of minorities and people of diverse backgrounds as reported by Marijuana Business Daily.

Greener Leaf believes in improving diversity in its organization by focusing on the following;

❖ Making a Plan to Increase Diversity

Greener Leaf will develop an action plan on how it will improve the level of diversity within its employment team. The company will take proactive methods to recruit people of diverse backgrounds. The plan will consist of:

1. Get the owner, managers and all employees with influence to set a good example;
2. Communicate the diversity policy regularly and clearly;
3. Train and educate; and
4. Allow minority groups to have a voice.

➤ **Increasing Scope and Visibility of Minorities**

Greener Leaf will increase the visibility of minorities by celebrating and encouraging their roles in the business. Diversity is about taking a meaningful approach in recruiting people of different backgrounds and integrating their perspectives into Greener Leaf's business operations. The company will strive to make an advertising campaign that features the diverse people within the organization and post on social media.

➤ **Celebrating the Diversity People Bring**

Having different cultures, abilities, languages, religions, and genders within your workplace is something to be celebrated. Greener Leaf will ask employees to introduce parts of their culture into their workplace. The company will advertise that they offer employees with various languages so to be able to offer the opportunity for customers to speak to their budtender in their own language.

Greener Leaf will celebrate holidays other than the regular Christmas, Easter, St. Patrick's Holidays to include other holidays celebrated by other cultures. They will celebrate International Women's Day, World Religions Day, Cinco de Mayo, Pride Day, Disability Independence Day, or other holidays that celebrate important occasions across diverse groups.

➤ **Promoting Greener Leaf's Space as a Safe Space**

A diversity strategy requires total organization buy-in, where people won't stand in a place of resistance to increased diversity.

Greener Leaf will show it's a safe space by posting signs, and to ensure they are helping to promote inclusion, Greener Leaf will offer a gender-neutral bathroom.

➤ **Being a Leader**

Greener Leaf plans to take more proactive strategies to increase the visibility of people of diverse backgrounds, genders, and abilities. Greener Leaf believes that a commitment to diversity goes beyond gaining a competitive edge, it provides a healthy pathway to repair relationships that have been affected in the past. Greener Leaf is passionate and committed to the fact that their team members should set a good example in this regard, that the company

will demote managers who display poor behaviors in terms of diversity and promote managers who display positive values and encourage diversity.

Greener Leaf is an "equal opportunity employer." The company will not discriminate and will take measures to ensure that the policies continue to protect against discrimination in employment, recruitment, and advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, creed, color, national origin, or sex.

5.3 Hiring Plan

Greener Leaf is committed to engage in professional recruiting practices to hire the most qualified candidates. Additionally, an active effort will be made to recruit a diverse workforce based out of Fall River, Massachusetts. Greener Leaf will do this through local job fairs and other recruiting events.

Greener Leaf employees will be well paid, well qualified, and well-trained. All staff will be required to wear photo identification while on the premises. Employees will be provided with precise definition of responsibilities, clearly understood chains of authority and thorough training. Employees will be expected to uphold Greener Leaf's professional brand image.

Greener Leaf will perform background checks on all employees, volunteers, principals, directors, and board members. They will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time.

Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

Greener Leaf will not employ anyone who has been convicted of a felony. Also, they will elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of Greener Leaf's facility if they have been convicted of any felony offenses.

1. Greener Leaf will obtain the age of applicant on each employee application.
2. A copy of applicant's valid, unexpired Massachusetts driver's license will be made and attached to each employment application.
3. A criminal background check including the disqualifying offenses

Greener Leaf will maintain personnel records for each employee, agent, or volunteer that includes:

- Application,
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters, and
- Record of any disciplinary action taken against employee at any time during employment.
- These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with Greener Leaf.

5.4 Fair Pay

It is important to Greener Leaf that all employees are taken care of through compensation. Greener Leaf will offer annual employee reviews where increases to compensation will be awarded based on employee performance.

All employees will be paid above the State of Massachusetts's minimum wage which is \$11.00 per hour.

6. Greener Leaf Operations

6.1 Compliance with Local and State Law

Greener Leaf will take all necessary steps in order to address concerns such as:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs and cartels;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; and
- Preventing marijuana possession or use on federal property.

6.2 Access to the Facility

Greener Leaf is committed to permitting access into its retail store only to customers who are 21 years of age and older. It is the company's top priority that all employees realize the importance of keeping marijuana products out of the hands of those who are underage.

Greener Leaf will educate the entire staff by implementing goals and objectives. The purpose of setting goals and objectives helps Greener Leaf and its employees gain a greater understanding of what exactly needs to be done to prevent any sale to those who are under the age of 21.

Access to Greener Leaf Retail Establishment

Security personnel will be the first to interact with any person(s) attempting to enter the facility and direct them to a receptionist in the waiting area. At that moment, the person(s) will be required to present a valid identification card. An ID Scanner will be used to verify whether the person is 21 years of age or older. If they are not 21 years of age, the person will be asked to leave the premises.

- Valid Identification includes:
 - Driver’s License;
 - State-issued personal identification card;
 - U.S. military identification;
 - U.S. passport;
 - U.S. immigration card; and
 - Other Picture ID’s issued by the government.

Once in the waiting area, patrons will not have access to the retail area until they have been screened by the receptionist. If the ID is valid, the receptionist will grant access into the retail area through a buzz-door or they will be escorted by the security personnel. Customers will be allowed into the retail area one at a time with a maximum of 9 customers at once. This is to prevent crowding and excessive noise in the retail area. By performing these thorough steps for everyone that visits Greener Leaf, it will avoid any possibility of any underage access.

In addition, Greener Leaf will install a state-of-the-art commercial grade security system with 4K camera resolution to detect any minors loitering outside the location. A security staff will ask the minors to leave the premises immediately. “No Loitering” signs will be posted outside the building. Greener Leaf will also display warning signs to inform minors that they are not permitted on the premises.

- Sign language to include:
 - “NOTICE – PERSONS UNDER 21 YEARS OF AGE NOT PERMITTED ON THESE PREMISES”
 - “RESTRICTED ACCESS AREA – NO MINORS ALLOWED”

Greener Leaf will educate and train all staff managers and employees about the reasons why marijuana should not be sold to minors and the different ways they can prevent diversion to minors. Greener Leaf will require all its staff (agents) to complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each marijuana agent, and at a minimum will include a Responsible Vendor Program and eight hours of on-going training annually.

6.3 Employee Handbook

A comprehensive handbook provides information to guide employees' behavior and relationship with Greener Leaf. The manual, which is furnished to all employees upon being hired, addresses:

- Greener Leaf's Expectations
- New employee onboarding procedures
- Attendance, tardiness, and uniform policy
- Safety/Security policies and guidelines
- Drug and Alcohol policy
- Anti-Discrimination Policy
- Anti-Harassment Policy

6.4 Continuing Education and Training

Greener Leaf will invest in the professional development and education of its personnel to uphold a standard of excellence and provide customers comprehensive product knowledge when selecting their marijuana products. The organization will require all employees to participate in the assigned education and training programs. Any employees that fails to pass the education and testing requirements may experience disciplinary action and/or termination.

The responsible vendor training program accepted and approved by the Commission will consist of the following:

1. Discussion concerning marijuana's effect on the human body and will include:
 - a. Marijuana's physical effects based on type of marijuana product;
 - c. The amount of time to feel impairment;
 - d. Visible signs of impairment; and
 - e. Recognizing the signs of impairment.
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements; and
4. Acceptable form of identification and will include:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Medical registration cards issued by the DPH;
 - d. Provisions for confiscating fraudulent identifications; and
 - e. Common mistakes made in verification.
5. Other key state laws and rules affecting owners, managers, and employees, which will include:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;

- c. Administrative and criminal liability;
 - d. License sanctions and court sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.
6. Such other areas of training determined by the Commission to be included in a responsible vendor training program.

Additional training program will include the following:

Processing and Storage

- This will outline the procedures regarding how marijuana will be received, handled, and stored safely

Accounting and Cash Procedures

- This will include training on the point-of-sale system and the seed-to-sale tracking system, how to manage cash, accounting, and banking procedures, if any.

Inventory Control Plan

- Greener Leaf will address inventory and include protocols to ensure operational consistency and proper compliance with the State of Massachusetts.

Emergency Procedures

- Greener Leaf will provide the specific protocols in case of medical, police or other emergencies to ensure rapid response involving the appropriate personnel and/or outside authorities.

6.5 Point of Sale System

Greener Leaf will be utilizing a point-of-sale system to process transactions and manage inventory. This system will be a state-of-the-art platform that has been built specifically for the cannabis industry. This software will reduce transaction times and increases the speed at which you can get customers through the doors. The point-of-sale system will also integrate with the “seed to sale” tracking system adopted by the Cannabis Control Commission.

7. Security

7.1 General Security Requirements

Customer, employee, and neighborhood security is Greener Leaf’s highest priority. As discussed in detail in the company’s security plan (included in the Operating Policies and Procedures Section), Greener Leaf will institute state-of-the-art security procedures to take advantage of the industry’s best practices and most up to date technology. This will ensure that the facility operates at the highest level of legal compliance.

Greener Leaf will design and implement security measures to deter and prevent unauthorized access into its facility. The overall policies are designed for all areas containing marijuana products. Any change made to a security protocol or procedure will be documented and distributed to all Greener Leaf employees and any contractors or service providers that may be impacted. Training will be scheduled immediately if any procedural change is deemed to require retraining or education of staff and others.

- Greener Leaf will positively identify individuals seeking access to the facility and limit access solely to individuals 21 years of age or older;
- Greener Leaf will establish limited access areas that will only be accessible to authorized personnel. These areas will also be limited to include only the minimum number of employees essential for efficient operation;
- Greener Leaf will transport and store all marijuana products on the retail floor into a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss at the end of business daily;
- Greener Leaf will keep all safes, vaults, and any areas locked and protected from entry, except for the actual time required to remove or replace marijuana;
- Greener Leaf will keep all locks and security equipment in good working order;
- Greener Leaf will prohibit keys from being left in the locks or placed in a location accessible to persons other than specifically authorized personnel;

- Greener Leaf will prohibit access to combination numbers, passwords and security systems, other than specifically authorized personnel;
- Greener Leaf will ensure that the outside perimeter of its facility is sufficiently lit to facilitate surveillance, where applicable;
- Greener Leaf will ensure that all marijuana products are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft;
- Greener Leaf will develop emergency policies and procedures for securing all products following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary;
- Greener Leaf will develop sufficient additional safeguards as required by the Commission for special security concerns; and
- Greener Leaf will share its security plan and procedures with law enforcement authorities and fire services. Greener Leaf will periodically update law enforcement authorities and fire services if the plans or procedures are modified in a material way.

7.2 SECURITY PERSONNEL

Greener Leaf will employ security personnel to oversee the safety of staff and the security of the facility. The security personnel are responsible for all security of the facility and its perimeter and will train all staff as to basic security protocols. They are also responsible for the security and safety of the immediate environment outside of the facility perimeter to the extent that Greener Leaf's operations relate to the welfare of the neighbors, arising from the facility's presence in the neighborhood

The security personnel will be responsible for implementing Greener Leaf's design plans for the security procedures and protocols, the video surveillance system, its backing up and video log. They will also be responsible for ensuring that all security equipment, alarms, locks, cameras and surveillance data are properly functioning, maintained and operational.

Greener Leaf's security personnel will manage the exterior and interior space occupied by the company and monitor cleanliness and loitering, as well as greet customers entering the facility. They will provide a highly visible presence and deterrent to potential criminal activity by ensuring only those visiting the facility are to be allowed entry for legitimate business. They will be vigilant to suspicious activity on the exterior of the premises. The security staff will make sure that Greener Leaf's routine operations follow secure procedures and will physically secure the facility at the end of business. They will develop an emergency plan and train all Greener Leaf employees. All deliveries and shipments will be monitored by security personnel.

Greener Leaf's security personnel will also conduct testing randomly throughout all facilities. This testing will include attempts to enter facilities outside of the above-outlined procedures. Greener Leaf's security assets will remain constantly alert for any sign of employees who are willing to violate these procedures that might allow unauthorized visitors into the facility.

During all hours when the business is not operating, the security personnel will ensure that all entrances to and exits from a licensed premise are securely locked and any keys or key codes to the enclosed area remain in the possession of the licensee, licensee representative, or authorized personnel.

7.3 SECURITY TRAINING

- ✓ Employees will be trained on proper procedures for opening and closing facilities.
- ✓ Transportation of marijuana products will follow irregular delivery routes and times.
- ✓ Transportation may, in addition to travel manifest, be monitored by GPS, CCTV and computer.
- ✓ All manifests will be filled out in triplicate, with the original manifest remaining with the originating Marijuana Establishment, the second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Marijuana Establishment during transportation and returned to the establishment or transporter upon completion of the transportation.
- ✓ Employees will be trained in proper handling of cash if needed.
- ✓ CCTV systems will be designed to capture all individuals entering and exiting Greener Leaf facilities from multiple angles to prevent shielding of identity with hats, hoods or other articles of clothing.
- ✓ All facilities will be well maintained both inside and out.
- ✓ All facilities will be effectively lit, both internally and externally.
- ✓ Employees will be trained on anti-diversion techniques.
- ✓ Employees will be trained on how to identify suspicious persons or activity.
- ✓ Employees will be trained on how to respond to a variety of emergency situations from active shooter to general medical emergencies.
- ✓ Employees will be trained to properly respond to key incidents, including but not limited to:
 - Robbery
 - Burglary
 - Intruders
 - Threats
 - Assaults
 - Weapons possession
 - Proper use of panic, burglar alarms
 - Cyber security
 - Proper response to law enforcement or first responders arrival to the facility
 - Incident reporting

7.4 EQUIPMENT MAINTENANCE & REPORTING

The security manager will schedule and oversee the required maintenance of all security equipment in accordance with manufacturer recommendations. Should any equipment be found defective, it will be corrected immediately.

ANNUAL SECURITY SYSTEM AUDIT REQUIRED

A security system audit by an approved independent vendor will be conducted on an annual basis. Should the audit identify issues related to the Greener Leaf's security system, steps will be taken to address those concerns immediately.

REPORTING REQUIRED

All Greener Leaf employees are required to immediately report any of the following incidents to the security personnel:

1. Any alarm activation or other event that requires response by law enforcement or security personnel;
2. The failure of any security alarm system due to a loss of power or mechanical failure;
3. Inconsistencies identified during inventory or any diversion, theft, loss or criminal activity suspected in the facility;
4. Unapproved destruction of marijuana products, whether accidental or otherwise;
5. Any loss or improper alteration of records, including personnel records; and
6. Any other breach of security suspected.

7.5 ACCESS CONTROL PLAN

All means of access control (keys, alarm codes, etc.) into Greener Leaf's facility will be strictly controlled and monitored to ensure that no unauthorized persons can access the facility. Greener Leaf has established multiple layers of security to prevent any breaches, including closed circuit television, alarm systems, vaults and locked safes.

LIMITED ACCESS AREAS

Greener Leaf will designate specific areas in its facility as limited access areas. These areas will be where marijuana products will be stored with access limited to only those Greener Leaf agents authorized to access this area. The limited access area will:

- a. Be identified by the posting of a sign that will be a minimum of 12" x 12" and which states: "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height;
- b. Be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the Commission, reflecting entrances and exits, walls, partitions, storage, disposal and retail sales areas.
- c. Be restricted to employees, agents or volunteers specifically permitted by Greener Leaf, agents of the Commission, state and local law enforcement and emergency personnel.

FACILITY ACCESS - EMPLOYEES / VISITORS / VENDORS IDENTIFICATION BADGES

Greener Leaf will develop a comprehensive policy regarding all Identification Badges and Visitor Policies, which aim to prevent unauthorized access to Greener Leaf's facility. The policy clearly defines the employees, contractors and visitors who will have authorized access to individual facilities as well as designated limited access areas.

The security measures outlined in this document have been put in place to protect all employees and the facility from potential harm, both physically and financially. Identification badges are assigned based on category of employees, vendors, contractors, and visitors. Identification badges are further restricted based on necessary areas of access, with different levels of access clearly defined for ease of identification by employees and security personnel.

Only authorized visitors will be allowed access to the Greener Leaf facility. All vendors, contractors, and visitors must obtain permission to enter a Greener Leaf's facility and, upon arrival, will be issued an identification badge. Visitors will be escorted at all times by a Greener Leaf authorized employee and not be left unattended at any time.

❖ Categories of badges for entry into a Greener Leaf facility

1. Greener Leaf employee badges
2. Temporary badges for vendors and contractors
3. Visitors badges

Access to secure areas will be given only to individuals where need can be demonstrated. The Security Manager will have ultimate responsibility for issuing access. Issuance must be recorded by the issuing individual, including documentation of any facility keys, alarm codes, electronic access codes, passwords, or combination codes.

Keys and electronic access codes must be protected. They may not be loaned and should not be left unattended. All keys and access cards issued to employees should be retained in the possession of the employee to whom issued and may not be transferred directly from one employee to another.

Employees must report any lost keys or access cards to his or her manager immediately. The general manager along with the security manager will make a determination as to whether the system has been compromised and whether re-keying will be necessary. It is against company policy to duplicate keys, share passwords, or share access codes. Should the company choose to utilize electrified access hardware, it will have a failsafe (keys) in case of a power outage, and the system will remain in a fail secure position in the event of a power outage.

ISSUING AUTHORITY

❖ Visitor Badges – Pre-approval & Emergency Access:

Greener Leaf policy prohibits the entry of any visitor who has not received a pre-approval, except in the event of emergency.

An emergency circumstance would include a maintenance issue, such as broken plumbing or HVAC that would require immediate contractor action on site. In either case, the Security Manager will issue a visitor badge. A designated security escort will provide watch for the duration of the emergency situation.

Visitors to the premises shall be logged in and logged out and that list will be available for inspection by the Commission at all times. The visitor log shall include Visitor name, DOB, government issued identification (ie: driver's license), date of visit, duration of visit, purpose of visit, and name of person visiting. All visitor identification badges shall be returned to a Greener Leaf authorized agent upon exit.

GREENER LEAF IDENTIFICATION BADGE AND ACCESS PROCEDURES

All employees accessing Greener Leaf will be held to the highest standard as it relates to the security and safekeeping of their identification badges.

All employees will adhere to the following:

1. Only authorized Greener Leaf employees will be allowed access to the site.
2. All employees must wear their issued identification card while on the facility.
3. The identification badge must be visible to others at all times while on the facility and during transporting marijuana products.
4. When entering any access-controlled area, employees must not allow entry of another person (employee or otherwise) unless the individual displays a proper identification badge and has clearance to the controlled area.
5. Only Greener Leaf authorized badge display devices (lanyards, lapel/pocket clips and armbands) are permitted.

6. Employees must never depart the Greener Leaf facility with their badges to maintain an accurate account of employees that are on the facility for accountability in an emergency situation.
7. Employees must never loan their identification or access control devices to anyone, even an authorized employee.
8. Employees must never leave their access control devices unattended, unless secured.
9. Any employee who resigns or is terminated will immediately return his or her identification badge and any other access control devices.
10. Non-compliance with these policies or any breach of Greener Leaf's security procedures must be reported immediately to Greener Leaf's Manager.
11. Violation of this policy will lead to stringent disciplinary action, including termination.

TEMPORARY BADGE PROCEDURE FOR GREENER LEAF EMPLOYEES

When an employee has forgotten his/her identification, the Greener Leaf Manager will be contacted to sign the employee in who then will be issued a temporary identification badge.

LOST OR STOLEN BADGE PROCEDURE FOR GREENER LEAF EMPLOYEES

Any employee who loses his or her identification badge or has it stolen must immediately contact Greener Leaf's Manager. The lost identification card will be immediately removed from the system. The manager will ensure an incident report is filed regarding each lost or stolen badge. A weekly report of any lost or stolen badge will be generated for review by the Security Manager.

7.6 VIDEO SURVEILLANCE SYSTEM

Greener Leaf will have a state-of-the-art security system to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion. The company will be utilizing commercial grade equipment which will, at a minimum, include:

1. A perimeter alarm on all building entry and exit points and perimeter windows, if any;
2. A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of the Marijuana Establishment within five minutes after the failure, either by telephone, email or text message;
3. A duress alarm, panic alarm or hold-up alarm connected to local public safety or law enforcement authorities;
4. Video cameras in all areas that may contain marijuana, at all points of entry and exit and in any parking lot which shall be appropriate for the normal lighting conditions of the

area under surveillance. The cameras shall be directed at all safes, vaults, sales areas and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the Marijuana Establishment or area;

5. All cameras will be recording 24 hours per day, 365 days per year. All recorded camera images will be retained for a minimum of ninety (90) days. In the instance of a pending criminal, civil or administrative investigation or legal proceeding for which a recording may contain relevant information, Greener Leaf will retain an unaltered copy of the original recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the registered organization that it is not necessary to retain the recording;
6. Security Tactical Operations Center will also have storage available to segregate and store any recording that is part of an investigation for an indefinite time period.
7. The ability to immediately produce a clear, color still photo whether live or recorded;
8. A date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;
9. The ability to remain operational during a power outage; and
10. A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alternation of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

All security system equipment and recordings will be maintained in a secure location so as to prevent theft, loss, destruction and alterations.

Greener Leaf will maintain a back-up alarm system to support itself in the event of a power outage, with all the capabilities of the primary system. This back-up system will be supplied by a company supplying commercial grade equipment and will not be the same company supplying the primary security system.

Access to surveillance areas will be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the Commission upon request. Greener Leaf's surveillance room will be on-site and will remain locked and will not be used for any other function.

Greener Leaf's surveillance system will monitor all activities in and around the facilities in real-time. The security surveillance room will always remain locked and will not be used for any other function. Access to this room will be controlled by the security personnel and will be limited to authorized personnel only, as indicated below:

1. Security persons who are essential to surveillance operations;
2. Law enforcement authorities acting within their lawful jurisdiction; and
3. Security system service personnel – A current list of all authorized providers will be maintained and updated on a regular basis.

All of Greener Leaf's security equipment will be in good working condition and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

Trees, bushes and other foliage outside of the facility will be maintained so as to prevent a person or persons from concealing themselves from sight.

There will be sufficient exterior lighting available to deter loitering, vandalism and criminal activity, and the location will be otherwise secured against unauthorized entry.

VIDEO SURVEILLANCE EQUIPMENT

Greener Leaf intends to install a video surveillance recording system that will be operational at all times. The surveillance system will include technology (cameras and software) that will allow for generating images capable of capturing facial detail in designated areas.

The system is equipped with a failure notification system that provides, within one hour, notification to the licensee or an authorized representative of any prolonged surveillance interruption or failure.

The system meets the following requirements:

- The video surveillance system is capable of recording all pre-determined surveillance areas in any lighting conditions; and
- The video surveillance equipment and recordings are stored in a locked secure area that is accessible only to the licensee, licensee representatives, or authorized personnel, and the Commission;

CAMERA COVERAGE AND CAMERA PLACEMENT

Cameras will be placed to cover all areas where a marijuana products are stored, weighed, packaged, labeled etc. All points of entry to or exit from limited access areas; and all points of entry to or exit from the licensed premises. Cameras will also be placed in rooms with exterior

windows, exterior walls, roof hatches, or skylights and storage rooms, including those that may contain safes. Coverage will also include the security room in which the server and network infrastructure are located.

All cameras will be placed so that they capture clear and certain images of any individual and activity occurring within 20 feet both inside and outside of all points of entry to and exit from the licensed premises; and anywhere within secure or limited access areas on the licensed premises.

Entrance to the office will be locked whenever the office is not in use, and accessible by a key or electronic keying system.

The Security Manager will maintain a current list of all authorized employees and service personnel who have access to the surveillance system and room on the licensed premises.

The Security Manager will keep surveillance equipment maintenance activity logs on the licensed premises to record all service activity including the identity of any individual performing the service, the service date and time and the reason for service to the surveillance system. The security manager will also ensure that all equipment is inspected by an authorized security vendor at least once a year. The security manager will keep a detailed log and records of all maintenance, inspections, alterations and upgrades performed. Records will be kept for a minimum of 3 years.

If the licensee has been notified in writing by the Commission, law enforcement or other federal, state or local government officials of a pending criminal or administrative investigation for which a recording may contain relevant information, Greener Leaf will retain an unaltered copy of the recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies Greener Leaf that it is not necessary to retain the recording.

In the event of a malfunction of the security or surveillance system that exceeds an eight-hour period, the security manager will notify the Commission immediately and, with the Commission's approval, provide alternative security measures that may include temporary closure of the facility.

7.7 FACILITY ALARM SYSTEMS

Greener Leaf will engage the services of a third-party security company to install, maintain, and monitor an alarm system that is activated at all times while the business is closed. The system will detect unauthorized entrance at all entry or exit points, and all exterior windows of the premises.

The alarm system will also detect movement in all required areas within the licensed premise when the premises is vacant of employees. This will be accomplished through the use of passive infrared motion detectors placed throughout the facility.

The alarm system will be programmed to notify the third-party security company who will notify Greener Leaf's Executive Director, or its authorized assignee, in the event of a breach. If unavailable, law enforcement will be contacted and dispatched.

The alarm system is equipped with a system failure notification that will notify via email, phone, text, or a combination of those methods that will trigger notifications in the event of any system failure, including, but not limited to, power outage, loss of supervision, or connectivity issues.

An uninterrupted power supply will be installed to allow the alarm system to remain active in the event of a power outage that meets or exceeds mandated time frames set forth by state and/or local ordinance.

Upon request, Greener Leaf will make all information related to security alarm systems, monitoring and alarm activity available to law enforcement authorities and the Commission.

Greener Leaf will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the Greener Leaf's security system, the company will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

❖ **Duress Codes & Panic Procedures**

All employees will be assigned a 4 digit "duress" code. In the event of an emergency, such as an employee is being forced to "disarm" a system by an intruder, by entering the duress code, the alarm system will trigger a "silent" alarm that will notify the appropriate personnel of a breach, as well as dispatch authorities.

Panic buttons will be located throughout the facility to enable staff to trigger an alarm in the event of an emergency. Once pressed, the panic buttons will immediately send text and email alerts to all parties involved and alert the central station. Triggering a panic button will also sound an audible alarm.

Secondarily, there will also be panic buttons placed strategically throughout the facility that will trigger a "silent alarm," similar to the sequence of events when a duress code is utilized.

System keypads will be located at the front entrance area. Doors that are emergency exit only or are not part of everyday usage will be monitored at all times.

1. Panic alarm buttons will be installed that will activate and automatically send a panic alarm signal to the third-party security company, who in turn, will immediately notify

the law enforcement agency having jurisdiction for response once the emergency has been verified. Audible/Visual devices will be strategically located in each facility to alert staff of a situation requiring immediate attention; and

2. Hold up alarm devices will be installed that will activate and automatically send a panic alarm signal to the central station, who in turn, will immediately notify the law enforcement agency having jurisdiction for response, to signal a robbery in progress.

7.8 INFORMATION MANAGEMENT

❖ Cybersecurity

Greener Leaf recognizes the cyber threats that may impact the facility. The company will take precautions to ensure consumer privacy, protection of sensitive financial records, and minimize the potential of unauthorized access.

As appropriate, the facility's network infrastructure will be encrypted, and password protected.

❖ Records Retention

Onsite back-up records storage may include electronic media that is backed up on a daily basis on a secure server. The secure server will be physically located in a secure room on the premises. Onsite back-up storage will include at least 30 days of historical data. All archived required records not stored electronically will be stored in a locked storage area.

Current records may be kept in a locked desk outside the locked storage area during hours when the licensed business is open.

Sensitive files may be password protected or stored in a password protected file storage system. No company files will ever be stored in public internet spaces, including un-secured file storage sites. Emailing sensitive data files to anyone outside the company is strictly prohibited without the permission of Greener Leaf's Executive Director.

Information Management/Security:

Effective security is a team effort involving the participation and support of every Greener Leaf employee who deals with information and/or information systems. The following security-related guidelines are to be followed:

1. Any information communicated or stored electronically on Greener Leaf systems will be subject to monitoring, and there is no expectation of privacy in such information or communications.;
2. Approved electronic connections with Greener Leaf using employee owned computers will have up to date operating systems, licensed software approved by Greener Leaf, approved anti-virus software and approved security and monitoring software;

3. Information or files moved from Greener Leaf's computers or equipment to employee computers will be prohibited without prior approval by Greener Leaf's Executive Director;
4. Greener Leaf will approve all software installed on computers, inclusive of any vendor software packages used for business purposes;
5. All PCs, laptops and workstations will be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging-off when unattended for 30 minutes or longer;
6. All passwords will be kept secured. Authorized users will be responsible for the security of their passwords and all activities will be assumed to be performed by the person assigned the password;
7. Special care will be exercised to protect portable computers from theft or non-employee usage;
9. Extreme caution will be used when opening e-mail attachments received from unknown senders, which may contain viruses.

Redundant hardware and robust back-up will assure the integrity of our information. Firewalls, intrusion detection and spyware filtering software will all be implemented. Both network level access control and system level restricted access will prevent unauthorized use of the system. The server room will be physically secured behind a locked security door with access only to designated Greener Leaf staff.

7.9 WASTE PRODUCTS/BYPRODUCTS DISPOSAL

❖ Marijuana Waste Byproducts

Greener Leaf will comply with all local and state laws pertaining to disposal of waste products. All waste products will be logged in the management system. Greener Leaf will treat all such byproducts with extreme care.

1. All waste plant material will be visually inspected and then rendered harmless by designated personnel before it is loaded into waste disposal containers. The employee will make a log entry regarding that inspection.
2. All waste containers will be maintained within the secure facility and will be equipped with locks and tamper resistant seals until they are removed and transported to a waste disposal facility.

7.10 TRANSPORTATION

Greener Leaf will ensure that there are adequate layers of security in its vehicle transporting marijuana products in and out of the facility. All products being transported will be tagged and

accompanied by a travel manifest that accounts for all products and the destination of that product. All products will be packaged and inventoried and monitored to ensure correct routing and a safe and timely delivery. All marijuana establishments will be connected to seed to sale tracking system, with all product being properly inventoried at every step of the chain of custody from seed to sale. All transport vehicles will have direct contact with a Greener Leaf agent at the facility. There will be at least two Greener Leaf agents during the transportation of marijuana products. In providing these multiple layers of security, Greener Leaf believes that diversion of its products will be virtually impossible during transportation of marijuana products.

7.11 FIRE PLAN

Greener Leaf fully understands the importance of fire safety for operations. The building where retail operations will take place meets or exceeds all known fire hazard requirements. Greener Leaf is committed to the safety of its customers, staff and the general public. Greener Leaf will implement preventive safety measures that comply with local and state regulations and consist of:

❖ All Areas of the facility

- a. Strict no-smoking policy throughout the facility;
- b. Clearly marked and illuminated exits signs; and
- c. All Greener Leaf staff will be trained and routinely drilled in the proper procedures to evacuate members in case of a fire.

❖ Fire Suppression

Greener Leaf will employ many techniques to mitigate and control fires if they occur. These mitigation techniques include the following:

- b. Fire Alarms
 - Greener Leaf will be equipped with many state-of-the-art smoke and CO detectors throughout the facility, all connected to a centrally monitored, integrated alarm system connected to the Fall River Fire Department.
- c. Extinguishers
 - Many fire extinguishers will be located throughout the building and will be subjected to annual inspection and approved for commercial use.
- d. Monitoring Services
 - Fire alarm monitoring that will alert Greener Leaf's Executive Director and the fire department at the first sign of trouble.
- e. Fire Evacuation Plan

- Floor plans with evacuation routes to the nearest exit are posted throughout the building. All staff will have training in evacuation plans and training in how to assist

❖ **First Aid and Safety**

- a. Greener Leaf will provide a first aid kit on site for employees and customers.
- b. All Greener Leaf staff will be instructed to contact emergency services in an emergency situation.

COMMUNICATION WITH LAW ENFORCEMENT

Greener Leaf's security personnel will maintain a list of non-emergency police department contacts for all facilities. They will maintain regular communication with each law enforcement contact, advising of any changes in security policies or procedures. Greener Leaf will maintain strong partnerships with local, state and federal law enforcement agencies.

8. Inventory Control

8.1 Inventory Reconciliation

Greener Leaf will perform a reconciliation of its inventory at least once every seven days. They will verify that the facility's physical inventory matches the licensed facility's records pertaining to inventory. The result of inventory reconciliation will be retained in the facility's records and will be made available to City of Fall River and the Cannabis Control Commission upon request.

If Greener Leaf identifies any evidence of theft, diversion, or loss, the facility will notify the Fall River Police Department and the Cannabis Control Commission.

Greener Leaf will maintain an accurate record of its inventory. The company will keep a record of the following information:

- A description of each item in Greener Leaf's inventory. This description will be such that the marijuana products can easily be identified as well as specific item numbers;
- An accurate measurement of the quantity of each item;
- The date and time the product was received by a licensed establishment;
- The sell-by or expiration date on any marijuana product, if any;

- The name and license number of the licensed distributor that delivered the marijuana products;
- The price the licensed facility charged for the marijuana products, including taxes, delivery costs, or any other costs.

Greener Leaf will rely on a real-time inventory system (seed-to-sale system) approved by the Commission. This system will capture everything that happens to an individual marijuana plant, from seed and cultivation, through growth, harvest and preparation of MIPs, if any, to final sale of finished products. Greener Leaf will tag and track all marijuana products. All marijuana products on display will consist of a description and price. Greener Leaf will also have a point of sale system that will help manage inventory levels and both systems will be integrated.

Greener Leaf inventory procedures extend to:

- Conducting monthly physical inventory counts, which are then reconciled to the perpetual inventory records;
- Conducting annual comprehensive inventory counts at least once every year after the date of the previous comprehensive inventory
- Promptly transcribing inventories if taken by use of an oral recording device.

Greener Leaf will have records consisting of the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. This is done to ensure that inventory is documented and accounted for properly.

In case of reduction of marijuana products in Greener Leaf's inventory, a manager will investigate and determine whether the result was due to internal accounting error. The manager will attempt to identify corrective actions and report the findings to Greener Leaf's Executive Director. Where a reduction in inventory is due to suspected criminal activity, Greener Leaf will report that loss and the suspected causes of that loss to appropriate law enforcement agencies.

Furthermore, Greener Leaf will implement a disposal and destruction program. Any marijuana product in inventory that cannot be used in such a manner and which therefore must be

discarded or destroyed, Greener Leaf will use the following approach complying with all regulations set by the Cannabis Control Commission as outlined in 935 CMR 500.105(12):

1. Greener Leaf will identify a solid waste disposal facility (landfill) that will allow for disposal of marijuana products;
2. Greener Leaf will identify a manager responsible for segregating and disposing of marijuana products;
3. Any marijuana product that is designated for destruction or disposal will be identified by date, batch and volume;
4. At the time of transfer, Greener Leaf's employee responsible for the destruction/disposal will prepare a tentative trip plan identifying the matter to be transported, the employees transporting said matter (no fewer than two Greener Leaf's agents), the destination where the matter is to be transported and the route to be used in transporting such matter;
5. In addition, a document provided by the disposal facility confirming the weight transported matches the weight which left the facility.
6. As more regulations are released in regard to marijuana waste from a retailer, Greener Leaf will follow all new laws and procedures.

8.2 Record Keeping

Greener Leaf's accountant and bookkeeper will integrate its inventory control protocols and sales tracking into the business's record keeping software. This will insure the integrity of its financial bookkeeping. The in-house accounting system will be backed up weekly.

In addition to the quarterly reconciliations, there will be regularly scheduled daily, weekly and monthly procedures to track inventory and sales, as follows:

- 1) Daily: The Executive Director will verify cash receipts to the point-of-sale system, reconciling daily transactions to ensure all have been entered into the system. Where feasible, a daily deposit ticket for the day's receipts will be prepared and placed into an envelope with all cash that day;

- 2) Weekly: The point-of-sale system will automatically update Greener Leaf's in-house accounting system for all transactions from the week. The bookkeeper will verify the daily receipts and transactions for accuracy;
- 3) Monthly: A physical inventory will be performed on the last business day of each month, and the bookkeeper or Executive Director will reconcile the inventory to the point-of-sale and in-house accounting systems. These systems will track any unsold inventory as part of the reconciliation process.

Greener Leaf will rely on its team of accounting and legal professionals to cross-check discrepancies and to investigate suspected losses that cannot be accounted for through normal operations.

8.3 Maintaining of Financial Records

Greener Leaf will integrate its accounting and inventory systems. The company's computer systems and software will track transactions, inventory, and expenses in real time, allowing for seamless electronic transfer of data directly to its accountant and bookkeeper.

Implementing a computer backup system will ensure the integrity of Greener Leaf's information. Electronic security will be implemented to ensure the company's records are safe. Firewalls, intrusion detection and spyware filtering software will all be implemented. The server room will be physically secured behind a locked security door with access limited only to authorized staff members.

Greener Leaf will have complete control of all its finances and keep good records. It's very important that the company remains organized, so they could easily get the information they

need. Greener Leaf will have a specific location in its facility for all statements, tax forms, receipts and other documents. This location will be in the server room behind a locked security door.

All records concerning the operations of Greener Leaf will be maintained and made available for review for at least five years. Such records will be placed in a secure, locked room, and electronic copies secured and accessed by designated staff only.

9. Scheduling

Greener Leaf will utilize a computer/network-based calendar system for event scheduling, staff work schedule, maintenance and additional task planning. The scheduling system will be the responsibility of the General Manager.

10. Insurance

Greener Leaf will obtain comprehensive general liability insurance policies to protect Greener Leaf from an array of risks. Policy limits of this insurance will be no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. Greener Leaf will also obtain product liability insurance for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. In addition, the facility will obtain a policy of business and property insurance for fire, theft, or other loss sufficient to ensure its ongoing operations in the face of such an occurrence, as well as Worker's Compensation Insurance for its staff.

Operating Policies and Procedures

Separating recreational from medical operations, if applicable

Greener Leaf is applying for a Marijuana Retailer's License. The company will not offer medical marijuana to its customers.

Operating Policies and Procedures

Restricting Access to age 21 and older

Greener Leaf is committed to permitting access into its retail store only to customers who are 21 years of age and older. It is the company's top priority that all employees realize the importance of keeping marijuana products out of the hands of those who are underage. Greener Leaf will educate the entire staff by implementing goals and objectives. The purpose of setting goals and objectives helps Greener Leaf and its employees gain a greater understanding of what exactly needs to be done to prevent any sale to those who are under the age of 21.

Access to Greener Leaf Retail Establishment

Security personnel will be the first to greet any person(s) attempting to enter the facility and direct them to a receptionist in the waiting area. At that moment, the person(s) will be required to present a valid identification card. An ID Scanner will be used to verify whether the person is 21 years of age or older. If they are not 21 years of age, the person will be asked to leave the premises.

- Valid Identification includes:
 - Driver's License;
 - State-issued personal identification card;
 - U.S. military identification;
 - U.S. passport;
 - U.S. immigration card; and
 - Other Picture ID's issued by the government.

Once in the waiting area, patrons will not have access to the retail area until they have been screened by the receptionist. If the ID is valid, the receptionist will grant access into the retail area through a buzz-door or they will be escorted by the security personnel. Customers will be allowed into the retail area one at a time with a maximum of 9 customers at once. This is to

prevent crowding and excessive noise in the retail area. By performing these thorough steps for everyone that visits Greener Leaf, it will avoid any possibility of any underage access.

In addition, Greener Leaf will install a state-of-the-art commercial grade security system with 4K camera resolution to detect any minors loitering outside the location. A security staff will ask the minors to leave the premises immediately. “No Loitering” signs will be posted outside the building. Greener Leaf will also display warning signs to inform minors that they are not permitted on the premises.

- Sign language to include:
 - “NOTICE – PERSONS UNDER 21 YEARS OF AGE NOT PERMITTED ON THESE PREMISES”
 - “RESTRICTED ACCESS AREA – NO MINORS ALLOWED”

Greener Leaf will educate and train all staff managers and employees about the reasons why marijuana should not be sold to minors and the different ways they can prevent diversion to minors. Greener Leaf will require all its staff (agents) to complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each marijuana agent, and at a minimum will include a Responsible Vendor Program and eight hours of on-going training annually.

Operating Policies and Procedures

Quality Control and Testing

Greener Leaf's General Manager will be responsible to ensure all marijuana products are free from toxins, molds, pesticides and other impurities. They will have the responsibility and authority to approve or reject all marijuana products that enter the facility. They also will be responsible to make sure the products have the identity, strength, quality and purity they are represented to have.

Greener Leaf will provide adequate lighting, ventilation, temperature, humidity, and space to ensure the products sustain its highest level of quality and freshness. Any marijuana products that are damaged, defective, expired or contaminated after they have been accepted by Greener Leaf will be segregated for either return to the vendor supplying the product or disposal.

Greener Leaf will purchase all marijuana products from licensed marijuana establishments authorized to distribute wholesale marijuana products. These establishments must adhere to guidelines for production, quality control and testing in compliance with the Cannabis Control Commission. The marijuana products ordered will have been subjected to testing by a State certified and registered Testing Laboratory. In the case that Greener Leaf is required to test marijuana products, the General Manager will investigate all the registered testing laboratories in the State of Massachusetts and identify the most qualified facilities. The General Manager will communicate with these facilities and oversee the collection of testing samples and be responsible for the disposal of marijuana that have failed testing.

In addition, all areas within Greener Leaf's facility that contain marijuana products will be equipped with a carbon scrubbing filter or similar equipment. These filters are highly effective at eliminating odor that is released from the marijuana plant. The filters will include a powerful fan that will pull the air of the room towards the filter, pulling it through carbon (a known odor eliminator), and then reintroduced in the room.

Operating Policies and Procedures
Personnel policies including background checks

Greener Leaf
Employee Handbook

Effective Sept. 5, 2018

Dear Employee:

Welcome to Greener Leaf. The information contained in this handbook represents the guidelines under which the business will operate. Please be aware that this document is not a contract of employment. It is not intended to create contractual obligations of any kind. Your employment with Greener Leaf is on an at-will basis. As such, your employment relationship with the business may be terminated at any time for any reason. Similarly, an employee may also terminate the employment relationship.

This handbook supersedes all previous policies, manuals, agreements, and memos. In addition, due to constant enactment of new state and federal legislation, as well as the continuous change and growth of the business, new guidelines and/or changes to existing ones contained herein may be needed. When this occurs, these changes will be distributed, and you must add the new provisions to your handbook. In addition, Greener Leaf reserves the right to modify, revoke, suspend, terminate, amend, or change any or all such employment policies at any time without notice as deemed necessary.

This document has been created to allow you to familiarize yourself with general policies and procedures. It is designed to assist you in finding the answers to questions you might have, particularly at the beginning of your employment. Welcome to the team!

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ACKNOWLEDGEMENT

PURPOSE OF THE HANDBOOK

It is the purpose of the handbook to provide all employees with the policies and procedures of the business and clearly set forth our expectations.

This handbook has been prepared to provide information and guidance for all employees. Please read it carefully and refer to it for future reference. It is not intended to create or to be construed to constitute a contract of employment between Greener Leaf and anyone or more of its employees. This handbook is not a contract of employment. Employment with the business is "at-will." Employment is not for a fixed duration and can be terminated at any time for any reason.

All decisions relating to the policies, management, and operations of the business including, but not limited to, decisions of employment, transfer, layoff, discipline, and/or termination of employment remain within the absolute discretion of Charles Saliby, Greener Leaf's Executive Director.

It should be remembered that this business is a relatively small organization. Therefore, flexibility, initiative, and willingness to be a team player are some of the characteristics that are key requirements of all positions.

SECTION 1:

HIRING, CLASSIFICATION & ADMINISTRATION

The policies, social beliefs, and family affairs of the employee are his/her private business. However, every employee of the business is expected to conduct himself/herself in an ethical manner on and off the job. An employee, who takes a public stand on an issue or endorses a political candidate for office must make it clear that he/she is speaking or acting for himself/herself and not for the business.

Greener Leaf is an equal opportunity employer. No applicants will be discriminated against on the basis of their age, gender, national origin or ancestry, genetics, parental leave, race or color, disability, sexual orientation, religion, gender expression, or active military status.

This is a drug free workplace and no employee may ever be under the influence of alcohol or drugs while on the premises. Should an employee ever arrive for work while under the influence, this will be grounds for immediate termination.

In accordance with the Immigration and Naturalization Service (INS) regulations, the business is prohibited from knowingly hiring or continuing to employ individuals who are not authorized to work in the United States. All employees will be required to submit proof of their identity and employment authorization (completing "I-9") on the first day of employment.

BACKGROUND CHECKS/ REGISTRATION WITH CANNABIS CONTROL COMMISSION

New employees must complete a standard job application. The business requires that you sign a release to allow a background check.

Background checks serve as an important part of the selection process at Greener Leaf. Background information is collected as a means of promoting a safe work environment for current and future employees, protecting customers and the public, avoiding economic losses, safeguarding company information, and protecting the company's reputation. Background checks also help the company obtain additional applicant related information to help us determine an applicant's overall employability.

In addition, Greener Leaf will apply for registration for all its board members, directors, employees, executives, Greener Leaf's Executive Directors, and volunteers who are associated with Greener Leaf. The Cannabis Control Commission will issue a registration card to each individual determined to be suitable for registration. All such individuals shall:

- a. be 21 years of age or older;
- b. 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
- c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802. Please refer to <https://www.mass.gov/files/documents/2018/03/27/935cmr500.pdf> for provisions set by the Cannabis Control Commission.

An application for registration shall include:

1. the full name, date of birth, and address of the individual;
2. all aliases used previously or currently in use by the individual, including maiden name, if any;
3. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. an attestation that the individual will not engage in the diversion of marijuana products;
5. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. background information, including, as applicable:
 - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign

- jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
- c. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
 - e. a nonrefundable application fee paid by the Greener Leaf with which the employee will be associated; and (h) any other information required by the Commission.

A registration card shall be 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. A Greener Leaf employee shall carry the registration card at all times while in possession of marijuana products, including while at the establishment or while transporting marijuana products.

AFTER HIRE

All new employees must complete their employment packet consisting of a W-4 form, new employee data sheet, medical emergency contact form, and Employee Handbook review and acknowledgement form. New employees are also required to submit a copy of their driver's license or photo ID. At the time of hire, employees will be informed of their wage and will receive a copy of their job description outlining their duties and responsibilities. Employees are required to sign an acknowledgement that they have reviewed the handbook. Employees are also required to sign their job descriptions indicating their understanding of their duties and responsibilities and verifying that they can perform the essential functions of the job, either with or without reasonable accommodation.

ADJUSTMENT PERIOD

Greener Leaf believes that the first 90 workdays of employment serves as the period of personal and professional adjustment and adaption. To give new employees an opportunity to learn their job requirements and to enable new employees and the business to determine whether our relationship is "right" for us both, Greener Leaf has created a 14-day adjustment period. The "adjustment period" is at-will. As such, an employee may be terminated at any time for any reason during that period or after completion of the "adjustment period." The completion of an adjustment period does not imply or create a contractual obligation on the part of Greener Leaf.

ASSIGNMENT OF HOURS

Assignment of hours are dependent on the working schedule of the business hours and staffing of additional employees. This may vary, and hours are up to the discretion of Greener Leaf. Each employee is expected to work the hours assigned to fulfill the needs of the business and that of additional staff members. Changes in the schedule will be announced as soon as possible. Hours may be adjusted upon changes in the business, staffing needs, and/or employee availability. The business must have proper staffing at all times and employees must be able to work their assigned hours in order to have an adequately staffed organization.

ABSENTEEISM/TARDINESS

Punctuality and regular attendance are essential to proper operation of the business and are also important to maintaining good working relationships with co-workers. If you are unable to report to work for any reason, you must attempt to personally notify Greener Leaf's Executive Director at least five hours prior to the start of your shift if you will be absent and at least two hours prior to the start of your shift if you will be tardy. Failure to follow this protocol and/or patterns of absences/tardiness, will subject the employee to disciplinary action, up to and including termination.

Failure to maintain regular attendance and failure to arrive regularly in a punctual manner is viewed as willful misconduct that is adverse to the interests of our business as it results in lack of appropriate staffing for our business needs.

If you are absent without authorization or if you are absent for two consecutive workdays without having notified Greener Leaf's Executive Director of your status and expected return date, you will be considered to have voluntarily abandoned your employment.

CLASSIFICATION OF EMPLOYEES/EMPLOYMENT DEFINITIONS

Full-time Employee

Full-time employees are those individuals scheduled to work 40 hours per week on a regular basis over a period of more than three months.

Part-time Employee

Part-time employees are those individuals scheduled to work less than 40 hours per week on a regular basis.

PERSONNEL FILES

The business maintains a personnel file for each employee. Access to the personnel files will be limited to Greener Leaf's Executive Director. Any change in name, address, phone number, dependents, and emergency contact information should be reported to Greener Leaf's Executive Director. Every employee shall be entitled to see his/her personnel file upon request, in accordance with Massachusetts law. With respect to routine inquiries by outside parties, such as employment verification, Greener Leaf's Executive Director is entitled to provide information as to the individual's employment status (whether working for the business at the time of inquiry), title of position and dates of employment, even without the employee's permission. However, the business will not issue a reference letter without written permission from the employee.

ACCIDENT PREVENTION AND REPORTING

The business is committed to maintaining a safe workplace. OSHA regulations are reviewed annually. It is incumbent upon the employee to report any condition you believe is unsafe to Greener Leaf's Executive Director. Any employee who is injured while on the job must contact Greener Leaf's Executive Director immediately to verbally report the injury. A written account of the injury is also necessary.

ALCOHOL AND DRUG POLICY

The possession, transfer, sale or use of alcohol or substances of abuse, legal or illegal, while on the business premises or during work hours is specifically prohibited by this policy. The condition of being under the influence of such substances is also prohibited.

For purposes of this policy, substances of abuse include over-counter medications, prescribed medications not used as indicated or prescribed, illegal drugs, chemical substances not used for their intended purpose and any alcoholic beverages.

The following are exceptions:

- The use of prescription drugs or other medications in the manner, quantity or combination prescribed is not prohibited by this policy so long as the employee can perform the essential functions of the job while taking such medication.
- Marijuana products will be sold as part of the inventory of the business but the provisions of this policy otherwise apply to such functions.
- When prescribed over-the-counter drugs that may affect behavior, reasonable accommodations will be made for the individuals with qualified disabilities to enable the individual to perform the essential functions of the job so long as the accommodations do not cause undue hardship to the business.

Anyone who observes any sale or use of drugs or alcohol on the business premises is to report such an instance immediately to Greener Leaf's Executive Director. In the event an employee appears to be unfit for work, Greener Leaf's Executive Director may remove an employee from the workplace if health, safety, or similar conditions warrant such action. Notwithstanding an employee's need to take personal prescription/legal medications, Greener Leaf will not allow any employee to work in an impaired state.

Where there is reasonable belief that a violation of this drug and alcohol policy has occurred, Greener Leaf reserves the right to conduct searches of handbags, lunch bags, and other employee areas and property. Failure or refusal to permit a requested search may result in disciplinary action, up to and including termination of employment. Law enforcement officials may be notified when appropriate.

Any person who violates any criminal laws in connection with distribution or use of illegal drugs shall be subject to discipline or other action by Greener Leaf. Using or selling drugs at Greener Leaf or to its customers will result in immediate termination. Greener Leaf has a Zero Tolerance Policy.

EQUAL EMPLOYMENT OPPORTUNITY IN TERMS & CONDITIONS

Greener Leaf's policy is to afford Equal Employment Opportunity to qualified individuals regardless of their race, color, sex, religion, age, creed, marital status, national origin, ancestry, physical or mental disability, sexual orientation, affectional preference, veteran status or citizenship status, or any other classification protected by law. This policy of equal opportunity encompasses all aspects of the employment relationship, including applications and initial employment, promotion and transfer, selection for training opportunities, wage/salary administration, recruiting, hiring, reassignments, sponsored training, compensation, benefits, layoff and rehires, termination of employment, and the application of services, retirement, seniority, employee benefit plan policies and other terms and conditions of employment as provided by law.

Greener Leaf, as an equal opportunity employer, adheres to all city, state and federal anti-discrimination laws. Hiring, promotions, and assignments within the company will be based strictly on qualifications and job performance. At no time will race, color, creed, religion, sex, ancestry, national origin, marital status, age, genetic information, sexual preference or orientation, pregnancy, military status, veteran status, political affiliation, public assistance or any trait or status protected by applicable federal, state or local law affect consideration in employment, pay, benefits, or advancements unless otherwise required by federal or state laws.

JOB DESCRIPTIONS

Greener Leaf has developed and maintains written descriptions of the responsibilities for its positions. The description shall be discussed with each individual upon hiring as both a guide for performance and means

of identifying any needed changes. A copy of each individual's position shall be kept in his/her personnel file. When Greener Leaf's Executive Director decides that a position needs to be created, that one needs to be changed in a significant manner, or that one needs to be abolished, he will create or revise the affected position descriptions.

PERFORMANCE REVIEWS

Greener Leaf's Executive Director believes in providing feedback so that employees can be recognized for good performance and informed of areas where improvement is necessary. Feedback will be provided regularly to recognize when employees are doing well or when improvements should be made. Performance throughout the year will also be reviewed with the employee on an annual basis.

Feedback and evaluations serve to:

- Assess an employee's strengths, weaknesses, and potential for growth as accurately as possible.
- Encourage and guide the employee's development of his/her skills and work interests
- Identify training needs
- Assist in planning personnel moves and placements that will best utilize each employee's capabilities

Initial and Annual Evaluations:

Each employee will be reviewed at the end of the adjustment period to ensure that they can meet the essential functions of the position. Reviews will be made thereafter on a yearly basis, approximately around the individual's anniversary date, and may include an appropriate wage adjustment. The first day of employment with the business determines each individual employee's anniversary date.

Evaluations and Wage Adjustment:

Formal evaluations must precede any change in compensation. If a raise is given, it will be based on the overall scores of the performance review, which includes, but is not limited to, an evaluation of skills, work attitude, attendance record, and team effort. The economic climate and the profitability of the business are also factors that affect raises and wage parameters.

SECTION 2:

COMPENSATION & BENEFITS

HOURLY WAGE

Hourly wage will be based upon several factors, including but not limited to, the employee's performance appraisal, economic climate, business profitability, and the employee's history with the business.

Exempt - Non-Exempt

The Federal Fair Labor Standards Act and U.S. Department of Labor regulations determine wage and overtime requirements for all employees who are considered "non-exempt" from the provisions of the act.

1. "Exempt" employees are those whose work is primarily executive, professional and/or supervisory in nature. Exempt employees are not subject to overtime laws; meaning people in this category do not receive overtime.
2. "Non-exempt" employees are those who are "covered" by the law, or "not exempt" from the law. Non-exempt employees are entitled to be paid overtime at the rate of 1.5 times their regular rate for all work lasting beyond 40 hours in a given week. Each classification is also subject to legal interpretation and review. The final decision as to whether an employee is

considered exempt or non-exempt rests with the business upon interpretation of the Fair Labor Standards Act.

Overtime

In cases where a non-exempt employee works more than 40 hours in a given week, the employee will be paid the time and one-half hours worked for over 40 hours in a given work week. All overtime *must be authorized* in advance by Greener Leaf's Executive Director. Failure to follow this protocol is viewed by the business as serious misconduct in violation of its policies and will subject the employee to disciplinary action, up to and including termination.

PAY PERIOD

Greener Leaf will distribute payroll to the employee with the issuance of individual checks. Any apparent mistakes on your paycheck should be reported to Greener Leaf's Executive Director as soon as possible but no later than five days after the pay period. It is the responsibility of the employee to review each paycheck to make sure they are correct.

No paycheck will be prepared without a time record. Each person is responsible for their own entry of hours worked. No employee may record time for another employee. Falsification of time entries or entering time for another employee is viewed as serious misconduct and in violation of the business policies and will subject the employee to disciplinary action, up to and including termination.

HOLIDAY GIFTS

Holiday gifts or bonuses, on purely discretionary basis, may be awarded by the business. There is no entitlement to any gift or bonus or to a gift of any certain amount, nor any obligation on the part of the business to issue the same gift or bonus amount to all employees. Holiday gifts are entirely within the discretion of Greener Leaf and, if issued, will vary according to a number of factors, including, but not limited to, employee merit and business finances.

SECTION 3:

CONDITIONS OF WORK

WORK HOURS

The normal workweek of all employees varies according to position and shift. The business hours are as follows:

SUNDAY-SATURDAY – TBD by the Cannabis Control Commission and the City of Fall River

ATTENDANCE & PUNCTUALITY

As previously outlined in this handbook, failure to follow attendance protocol and/or patterns of absences/tardiness over a period of time, will subject an employee to disciplinary action, up to and including termination.

HEALTH & SAFETY

All employees are required to use proper safety measures and report any workplace conditions; they believe to be hazardous, to Greener Leaf's Executive Director. All employees share responsibility for personal safety and for the security of the business's property. Any suspicious behavior or person in the vicinity of the business premises should be reported to Greener Leaf's Executive Director.

EQUIPMENT & SUPPLIES

The office supplies, computers, printers, postage etc are for business use only. Unless an employee receives prior approval, unauthorized use of these items for personal reasons may result in disciplinary action, up to and including termination.

CLEANING, EQUIPMENT & BUILDING CARE

Employees are responsible for keeping their work areas clean. Trash should be thrown away and work areas should be kept tidy on a daily basis. Cleanliness of the business is important and routine cleaning of the work area, display cases, refrigeration units, vacuuming/sweeping, etc. is expected.

NO SOLICITATION

Employees are not allowed to solicit or be solicited by anyone anywhere on the business premises at any time.

Exceptions: Employees may solicit other employees ONLY for charitable, fundraising, purposes, such as raising money for schools, community groups, or teams.

INCLEMENT WEATHER

The operations of the business are normally not affected by inclement weather. Unless the weather is severe and community members are asked to stay off the road, the business will usually open.

However, under extreme weather conditions, exceptions may be made. Late arrival may be allowed. Decisions to close the business early or cancel a scheduled shift are made by Greener Leaf's Executive Director.

If the business does not open, opens late, or closes early, non-exempt employees (hourly) will be paid for hours worked.

SECTION 4:

TIME OFF

VACATION

The business views the object of vacation time as period to grant relief from the normal work schedule and to allow a chance for recuperation and relaxation. Greener Leaf believes that employees benefit from taking vacation time and thus requires that vacation time be utilized. Accordingly, all vacation time must be used during the year in which it is earned, otherwise it will be forfeited. The business does not grant pay in lieu of vacation. Additional time off can also be taken unpaid. All vacation requests must be approved by Greener Leaf's Executive Director. Employees who voluntarily separate from employment or are terminated by the business for any reason shall receive any unused vacation pay (per monthly accrual) pursuant to Massachusetts law.

Full-time employment:

Vacation time is computed after the adjustment period. Employees are not entitled to paid vacation time during the adjustment period; however, computation of vacation time will be prorated after completion of the adjustment period.

Completion of 1 year full-time employment (3.33 hours/month): 5 days
Completion of 3 years full-time employment (6.66 hours/month): 10 days

Part-time employment:

For part-time employees, one week of paid vacation time is calculated on the basis of the particular employee's regular scheduled work week. If the part-time employee is scheduled to work 20 hours per week then they are entitled to 20 hours of paid vacation. Additional time can be taken off unpaid.

SICK TIME

As circumstances arise, employees may need to take sick time for themselves, their child, their spouse, their parent, or their parent in-law. Since there are fewer than eleven employees, sick time taken will be unpaid.

An employee who has taken five consecutive sick days and expects to continue to be out of work must provide the business with a physician's report stating the need for additional time off and, upon returning to work, may also be required to provide the business with a physician's report stating that the employee is able to resume his/her work duties.

HOLIDAYS

The business is closed on the following holidays*:

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day

*Subject to change based on business schedule. Other holidays may be closed half days but that will be determined by the business and staff will be notified at that time. Those holidays may include Memorial Day, Independence Day, Labor Day, Christmas Eve, and New Year's Eve.

Full-time employees will receive holiday pay if the holiday falls on a day that the employee is scheduled to work and the business is closed. Such holiday pay will be based on their regularly scheduled work hours.

Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.

MEDICAL LEAVE OF ABSENCE (Other than Parental Leave)

Greener Leaf is not subject to the federal Family and Medical Leave Act. As such, the business does not grant extended sick leave. If the employee is able to perform the essential functions of his/her job at the business with some "reasonable accommodation," Greener Leaf's Executive Director will discuss whether there are such reasonable accommodations that can be implemented without undue hardship. Since we are a small business, we cannot "create" positions for an employee. Similarly, there are no light duty positions at Greener Leaf.

PARENTAL LEAVE

Pursuant to the Massachusetts Parental Leave Act, Greener Leaf will grant eight weeks of unpaid leave to an employee in connection with the birth of their child, adoption of a child under 18 years of age (or 23 if the child is disabled), or the placement of a child with the employee if imposed by a court order. The following conditions must be met:

1. The employee must have been employed on a full-time basis by the business for a minimum of three months;

2. The employee must provide at least two weeks written notice of the anticipated date of departure and state in writing the intention to return to her/his position; the employee must also state the approximate date of return;
3. We strongly urge pregnant employees to advise their physicians about the essential functions of the jobs at the business, which can include heavy lifting. It is the responsibility of the employee to notify Greener Leaf's Executive Director of a request for reasonable accommodation;
4. During the period of parental leave, no sick days or vacation time is accrued;
5. Other benefits resume as of the date of returning to full-time employment. Upon returning to work, the employee will be restored to the previous or comparable position. An exception to the job availability exists if, due to financial circumstances, the position for which the employee is qualified is eliminated due to budgetary constraints;
6. If there are post-partum complications, and additional time is requested, discretion lies with management and must be approved by Greener Leaf's Executive Director.
7. If two employees of the same family are employed by the business, they will only be entitled to eight weeks of parental leave in the aggregate for the birth, adoption, or placement by court order of the same child.

NURSING MOTHER ACCOMMODATION

We provide reasonable, unpaid break time in a private area for an employee to express breast milk for her nursing child for the first year of the child's life.

JURY DUTY

If an employee is called for jury duty, he/she must inform Greener Leaf's Executive Director as soon as possible so that the business may make appropriate scheduling changes.

Pursuant to the Massachusetts statute, the employer pays the first three days of your regular wage. If your jury service continues, the Commonwealth of MA pays the fourth day forward.

If you are not scheduled to work the days that you are assigned jury duty, you will not be paid by the business.

Any employee who is absent from work due to jury duty must provide official documentation evidencing that they have served in order to be compensated for those days (up to three by Massachusetts statute).

MILITARY SERVICE LEAVE

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service. Greener Leaf will re-employ you in your position if: you have given us advance written or verbal notice of your service; and you have five years or less of cumulative service in the uniformed services while with the business; and you return to work or apply for reemployment in a timely manner after conclusion of service and you have not been separated from service with a disqualifying discharge or under other than honorable conditions. If you are eligible to be reemployed, the business will restore you to your job or comparable job and the benefits you would have attained if you had not been absent due to military service.

BEREAVEMENT LEAVE - For full-time employees

Paid Leave:

If there is a death in your immediate family which includes, for purposes of the Bereavement Leave only, parent, step-parent, spouse/domestic partner, child, step-child, brother, step-brother, sister, step-sister, you will be excused from work for up to three consecutive work days. The employee will be paid for all three days of bereavement leave for immediate family, when the leave days taken are the employee's regularly scheduled work days.

In the event of the death of a mother in-law, father in-law, grandparent, or grandchild of an employee or the death of a grandparent or grandchild of the employee's spouse/domestic partner, the employee will be excused for two days and paid for one of those days.

Unpaid Leave:

In the event of the death of cousins, aunts, uncles, friends, and other relatives not listed herein, the employee is excused for two work days. Those bereavement days taken for these family members and friends are taken without pay.

WORKER'S COMPENSATION

Greener Leaf recognizes and respects an employee's right to file a worker's compensation claim. Greener Leaf provides worker's compensation insurance for all employees. No premium is charged to the employee for this coverage, and no individual enrollment is required.

Employees must immediately report any work-related injury or illness to Greener Leaf's Executive Director, regardless of how minor the injury may be. Failure to report a work-related injury or illness may be grounds for discipline. No employee should ever perform any work duty if the employee believes he or she is unable to perform the duty because of a work-related injury or illness.

Alcohol and drug testing may be conducted for incidents that produce personal injury and/or serious property damage. Drivers are not allowed to drive until the drug and/or alcohol test results are found negative. No employee will be allowed to return to work until the drug and/or alcohol test results are found negative. Employee injuries sustained while an employee is inebriated or under the influence of alcohol or a controlled substance may not be compensable under Worker's Compensation depending on applicable state law and the specific circumstances surrounding the injuries.

Employees who suffer a work-related injury or illness, and who report for medical treatment during working hours on the day of the injury, will be compensated, at their regular rate of pay for the time lost while receiving treatment up to a maximum of eight hours, providing that the total hours paid on the day of the injury does not exceed the number of hours that the employee would normally work in a given work day. Follow-up appointments such as Physical Therapy (PT), Occupational Therapy (OT), chiropractor treatments, etc., should be scheduled for nonwork hours.

Unless otherwise required by law, employees may not return-to-work following a work-related injury or illness until their return is approved by the treating physician. Providing the employee is released without restrictions, they will return to the job they had prior to their injury or illness. Upon returning from workers' compensation leave, employees must submit a health care provider's verification of their release to return to work.

Employees are required to communicate and provide information to Greener Leaf's Executive Director on their medical status, follow-up appointments scheduled, light duty restrictions, return-to-work slips, etc. Likewise, during an employee's absence due to a work-related injury or illness, Greener Leaf's Executive Director will remain in close contact with the employee, the attending physician, and the third-party administration (insurance carrier).

In cases where a treating physician has released the employee to work with restrictions, the company, in most cases, will be able to accommodate restrictions and will assign work that corresponds to the restrictions. Restrictions will be reviewed periodically to determine whether they can continue to be accommodated. Employees should not assume that restricted or light duty work is unavailable. Employees who are given work restrictions must return-to-work immediately after any initial medical treatment unless the treating physician documents otherwise.

If an employee makes the decision to go home and/or stay home from work by choice and against the treating physician's orders, workers compensation benefits will not be paid for the time off. In these cases

the employee can choose to use excused absence days or vacation time. If no excused absence days or vacation time is available, the time can either be made up (must be approved by their Greener Leaf's Executive Director) or be taken without pay (last resort). If time off is made up, it must be done so within the same pay period.

If work is not available within the employee's restriction(s) workers compensation benefits will be paid according to the workers compensation regulations. The injured worker is to be kept on leave of absence until one or more of the following occurs:

- Work within the employee's restrictions is available;
- The employee's restrictions have been removed or altered to permit the employee to return to their original job or another job where restrictions may be accommodated;
- A decision is reached by the physician that the employee is not re-employable.

Any of these procedures may be altered in order to comply with applicable laws, such as the American with Disabilities Act, Family Medical Leave Act, and/or applicable state law.

Fraud is a hidden cost of workers compensation insurance that impacts employers, injured workers, and the general public. Fraud committed by employees involve workers who fake an injury, lie about the extent of their injury, lie about denying the fact they filed previous claims, fail to disclose a prior injury to the same body part, claim a non-work injury as a work injury, or illegally work while obtaining benefits. Fraud may be committed by a medical provider where the provider bills for services not provided, intentionally inflates charges for services, or bills for services provided by non-licensed or unqualified personnel.

Filing a false workers compensation claim is grounds for disciplinary action up to and including termination. Doing so may subject the employee to criminal prosecution. Employees who suspect and/or have evidence that a workers compensation claim may be fraudulent should contact their Greener Leaf's Executive Director.

Employees may jeopardize their workers compensation benefits for the following reasons (but not limited to):

- Fail to report injuries promptly;
- Fail to cooperate with management and the authorized treating physician regarding medical evaluations, treatment, restrictions, rehabilitation services, and claims investigation;
- Refuse to return to suitable employment;
- Work elsewhere while receiving worker compensation disability benefits;
- Provide fraudulent information;
- Refuse to take a post-accident drug test;
- Refuse to submit to a medical examination by the authorized treating physician, at reasonable times.

Company policies relating to the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), leaves of absences, group insurance, light duty, drug testing, etc. will apply to workers compensation claims. Greener Leaf or it's insurance carrier may not be held liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties. Workers compensation benefits generally do not include injuries received traveling to or from work or during the lunch period.

If an employee has any questions regarding the workers' compensation insurance program, the employee should contact Greener Leaf's Executive Director.

SECTION 5:

WORKPLACE CODE OF CONDUCT

It is the goal of Greener Leaf to provide a pleasant and safe working environment for the employees and to operate the business in an efficient manner. In order to achieve these objectives, it is important that each employee act in a professional and courteous manner.

Greener Leaf's Executive Director retains the right to institute whatever discipline necessary, which may include verbal warnings, written warnings, and termination. In determining appropriate action, Greener Leaf's Executive Director takes into account factors which may include, but are not limited to, the severity of the infraction, the employee's length of service with the business and the employee's overall record of job performance, including whether there were previous infractions.

The following is a list of policies, while neither exhaustive nor all inclusive, applies to all employees and provides examples of unacceptable personal conduct which may lead to discipline, up to and including termination.

1. Greener Leaf has a ZERO TOLERANCE for stealing of any kind. This includes money, any items of inventory as well as any property items of the business. Business inventory, is under no circumstances to be given away or discounted for anyone, unless otherwise consulted with and authorized by Greener Leaf's Executive Director. Stealing of any customer property, including credit card numbers, will also not be tolerated.
2. Dishonesty, including falsifying time records as well as falsifying cash register drawer closeouts.
3. Being under the influence of drugs or alcohol while on the business property, or the sale of illegal drugs on the business property.
4. Insubordination, including but not limited to, refusal to perform work requested by a supervisor or Greener Leaf's Executive Director.
5. The use of threatening language, fighting, or threatening bodily injury to other employees, supervisors, or customers.
6. Excessive absenteeism and last minute calling out of work.
7. Continued tardiness after warning.
8. Early departure from work without permission.
9. Unauthorized presence on the business property or bringing non-employees on the property or into restricted employee only areas.
10. Vandalism or destruction of Greener Leaf property or personal property.

PHONE & INTERNET POLICY

Greener Leaf owns and operates the computers, internet, and phones for business use only. Employees are allowed to utilize their own personal cell phones during breaks or lunch. Employees should never be on the phone when taking a customer as mistakes can be made when not paying full attention to the transaction.

TELEPHONE USAGE POLICY

Personal calls are discouraged. No long distance personal calls will be tolerated unless prior permission to make such a call is received from a supervisor, and the necessity is apparent. An employee may make and receive short personal phone calls using company telephones. Employees should try to make and receive all personal calls on breaks, lunch, or before or after work. At no time should this use interfere with other employees who need access to phones for work-related purposes. Employees may make or receive emergency phone calls during work time.

Personal telephone call privileges are subject to change or be terminated at any time. For instance, if you are found spending more than just limited time on personal calls, this privilege may be withdrawn. For security reasons, phone calls may be recorded. Employee consent is implied as a condition of employment. There should be no personal "expectation of privacy" while working in this facility.

MUTUAL RESPECT POLICY

The business expects that our employees extend courteous, pleasant service to our customers at all times. If faced with a rude or disgruntled customer, do your best to reason with them. If they are unwilling to accommodate, offer to have them speak with Greener Leaf's Executive Director. If they are still not willing to accommodate, you may ask them to leave the property.

ETHICAL STANDARDS

Greener Leaf strives to maintain the highest standards of personal and business ethics and corporate conduct. As an employee, you are required to do the same. Your daily activities on behalf of Greener Leaf should always be carried out in an ethical manner consistent with the laws of the State of Massachusetts, and conflicts of interest should be avoided.

At no time is an employee to act in any manner that may be construed as unethical, immoral, or illegal. This includes all dealings and interactions with the company's customers, vendors, and other employees, both during the course of business and while entertaining others on behalf of the company. For purposes of this policy, unethical, immoral, and illegal behavior shall include theft, falsification of financial documents and records, discriminatory acts, sexual harassment, demeaning or offensive behavior.

OUTSIDE EMPLOYMENT

The business does not prohibit employees from holding a second job, however, the following restrictions do apply:

1. Outside employment will not be considered as an excuse for unacceptable work performance or excessive absenteeism/tardiness.
2. No employee shall accept employment with another business competitor.
3. No employee shall utilize business property, equipment, supplies or time for outside work.

SMOKING

Smoking is prohibited in the building. Smoking is allowed outside of the building and materials must be disposed of in the designated containers.

DRESS CODE

Employees should be well groomed and dressed in a neat and clean manner. Employees are asked to avoid clothing that is too revealing. Mini skirts, low cut shirts, tank tops (men & women), should not be worn. As the job requires employees to be on their feet most of the day, it is highly recommended to wear shoes that will be comfortable during the shift.

SOCIAL MEDIA POLICY

Social media includes all means of communicating or posting information or content of any sort on the Internet. This includes posting or communicating to an employee's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, e-mail, as well as any other form of electronic communication whether or not associated or affiliated with Greener Leaf.

Employees are solely responsible for what they post online. Postings by employees identifying themselves as a Greener Leaf employee to newsgroups or social media sites should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of Greener Leaf unless posting is in the course of business duties. Employees need to ensure their postings are consistent with Greener Leaf policies including the Ethics Policy, Confidentiality Policy, Harassment Policy, and this policy.

Before creating online content, employees should consider some of the risks and rewards that are involved. Please note that Greener Leaf has the exclusive right to control and own all Greener Leaf social media accounts. Employees responsible for maintaining these social media accounts must turn over the username and password information upon termination of employment. Also keep in mind that any conduct that violates company policy, adversely affects job performance, the performance of other employees, or otherwise adversely affects customers, suppliers, people who work on behalf of Greener Leaf, or its business interests may result in disciplinary action up to and including termination. This policy applies even when employees are using their own technology away from work, on non-work time.

The following core principles should guide your use of Social Media:

Be Respectful: Employees should always be fair and courteous to other employees, customers, suppliers, or people who work on behalf of Greener Leaf. Work-related complaints are more likely to be resolved by speaking directly with co-workers or by bringing the complaint to management than by posting complaints to a social media outlet. If employees decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, intimidating, or disparaging to customers, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be Honest and Accurate: Employees need to make sure they are always honest and accurate when posting information or news and if a mistake is made to correct it quickly. Employees need to be open about any previous posts that have been altered. The Internet archives almost everything; therefore, even deleted postings can be searched. Information or rumors that are known to be false about Greener Leaf, fellow employees, customers, suppliers, people working on behalf of Greener Leaf, or competitors should never be posted.

Maintain Confidentiality of Restricted Information: Greener Leaf's trade secrets and private or confidential information needs to be maintained. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Internal reports, business plans, pricing information, prospective projects, financial information, policies, procedures, or other internal business-related confidential communications are not to be posted.

Linking to Greener Leaf's Site or Statements on Behalf of the Company is Prohibited: Employees are not to create a link from their own blog, website or other social networking site to Greener Leaf's website. Employees are not to represent themselves as a spokesperson for Greener Leaf. Employees need to be clear and open about the fact that they are an employee of Greener Leaf if it is a subject of the content the employee is creating. Employees must also make it clear that their views do not represent those of Greener Leaf, fellow employees, customers, suppliers, or people working on behalf of Greener Leaf. If employees post online or publish a blog related to the work they do or subjects associated with Greener Leaf, it needs to be made clear that the employee is not speaking on behalf of Greener Leaf. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Greener Leaf."

Social Media Use at Work Limited to Business Purposes: Employees must refrain from using social media while on work time or on equipment that is provided unless it is work-related and authorized by the supervisor. Greener Leaf's e-mail addresses are not to be used to register on a social network, blog, or other online tool utilized for personal use unless posting is in the course of business duties.

Use of References: Only dates of employment and job title can be given out without a signed Greener Leaf "Authorization for Release of Information" form. Other details can be disclosed on through the approval of Greener Leaf.

Retaliation Prohibited: Greener Leaf prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action up to and including termination of employment.

SPEAKING WITH NEWS MEDIA

Employees are NOT permitted or authorized to discuss Greener Leaf or any of its activities with members of the news media. All press inquiries must be directed to a Greener Leaf's Executive Director who will contact the appropriate individual to address the inquiry. Any employee found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

SEPARATION FROM EMPLOYMENT

Any employee who plans to resign their employment is requested to give at least two weeks notice to Greener Leaf's Executive Director. This will help the business in obtaining replacement staff. The business is not obligated to allow the employee to remain at the workplace during the two week notice period and has the discretion to accept the resignation as of the date tendered or any other date within the two week notice period.

Upon resignation or termination, an employee must turn in keys and any other property from the Business.

PROHIBITION OF SEXUAL HARASSMENT

It is the policy of Greener Leaf to promote a positive, comfortable workplace for each employee that is free from sexual harassment. Greener Leaf complies with Federal and State laws concerning sexual harassment.

The business prohibits sexual harassment of employees occurring in the workplace or in other settings which employees may find themselves in connection with their employment. Sexual harassment is unlawful and will not be tolerated by the business. Any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

Sexual harassment of our employees, customers, or vendors is also prohibited and should be reported in the same manner as set forth below.

Definition:

In Massachusetts, sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,

3. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive working environment.

Under these definitions, direct or implied request by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, wage increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

The following are some examples of conduct which if unwelcome, may constitute sexual harassment:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments on an individual's body, comments about an individual's sexual activity;
- Displaying sexually suggestive objects or pictures;
- Unwelcome leering, whistling, touching, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities

Complaints of Sexual Harassment

If any employee believes he/she has been subjected to sexual harassment, the employee has the right to file a complaint with the business in writing or verbally. If filing a complaint, the employee should report the offense to Greener Leaf's Executive Director immediately.

Protection For The Alleged Victim

The initiation of a complaint will not cause any negative reflection on the complainant nor will it adversely affect such person's employment, compensation, or work assignment. Information will be kept confidential to the extent possible and will only be disclosed to individuals on a need-to-know basis or who are part of the investigation.

Sexual Harassment Investigation

When we receive a complaint we will promptly investigate the allegation in a fair and expeditious manner. Our investigations may include a private interview with the person filing a complaint and may also involve an interviewing witnesses. We will also interview the person alleged to have made the comments or taken the actions in question. In most situations, we will provide general information as to the results of our investigation, if appropriate. For example, we may choose to inform the employee making the complaint that the alleged harasser has been disciplined, but we may decline to specify the nature of the discipline.

Disciplinary Process

If it is determined that inappropriate conduct has been committed and an employee has been found in violation of this Sexual Harassment Policy, we will take such disciplinary action as is appropriate under the circumstances. Such action may range from counseling to termination, and may include such other forms of disciplinary action as we deem appropriate.

State And Federal Remedies

Bringing a complaint to the attention of the business does not limit you from taking additional action, if you so choose. You have the right to file a formal complaint with the EEOC (Equal Employment Opportunity Commission). One Congress Street, Boston MA 02114 and/or the MCAD (Massachusetts Commission Against Discrimination) One Ashburton Place, Room 601, Boston MA 02108. Please note that each of these agencies has a short time period for filing a claim (EEOC- 300 days; MCAD- 300 days).

OPEN DOOR POLICY AND COMMUNICATION

Greener Leaf believes if you have a question, suggestion or complaint, you should feel free to discuss your concerns with any member of management. Greener Leaf values your observations and you should feel free to raise issues of concern, in good faith, without fear of retaliation. If an employee witnesses conducts by any other employee of the company that violates this policy, or state, city regulations, the employee shall report the conduct to an officer of the company in writing.

INTERACTION WITH CUSTOMERS

The success of Greener Leaf depends upon the quality of the interactions and relationships between Greener Leaf's employees and customers. Our customers impressions of Greener Leaf and their interest and willingness to voluntarily continue to associate together with us are significantly impacted by the people who interact with them.

Below are several things you can do to help give customers a good impression of Greener Leaf. These are the building blocks for our continued success.

1. Act competently and deal with customers in a courteous, sensitive, helpful and respectful manner.
2. Communicate pleasantly and respectfully with customers and with other employees at all times.
3. Follow up on questions, comments and suggestions promptly, provide businesslike, responsive replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and demonstrate a desire to do your very best.

While employees are required to treat customers with courtesy and respect, they are not required to tolerate abuse, intimidation or harassment. In the event such conduct occurs, the employee should politely excuse himself or herself and seek the intervention of a supervisor. Employees are not entitled to respond to inappropriate customer behavior in kind, or with insults or threats of harm

ANTI-DISCRIMINATION

Non-discrimination in Employment

Greener Leaf prohibits discrimination in employment on the basis of:

- Age (40 and above)
- Criminal record (inquiries only)
- Physical, mental, or psychiatric disability
- Genetics
- Parental leave
- National origin or ancestry

- Race or color
- Religion
- Sex
- Gender expression
- Sexual orientation
- Active military status

Sexual Harassment

The business has an additional separate Anti-Sexual Harassment Policy that details our commitment to a workplace free to any verbal or physical conduct of a sexual nature, which is unwelcome, severe or pervasive, and related to gender.

Reasonable Accommodation

It is the policy of Greener Leaf to comply with all applicable provisions of the American with Disabilities Act. The business will not discriminate against any qualified employee or candidate with regard to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The business will also make reasonable accommodations where necessary for employees or candidates with disabilities if the individual is otherwise qualified to safely perform the job and the accommodations do not require significant difficulty or expense to the business,

Discrimination Investigation

If any of our employees believes that he/she has been subjected to unlawful discrimination, the employee has the right to file a complaint with the business either in writing or verbally. If you would like to file a complaint, you may do so by contacting Greener Leaf's Executive Director. He is also available to provide you with information about the complaint process.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may include counseling, verbal or written warning, suspension, or termination, depending on the circumstances and relevant factors.

State And Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful discriminations, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission (EEOC)
One Congress Street, 10th floor
Boston, MA 02114

The Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place, Room 601
Boston, MA 02108

This handbook is the property of Greener Leaf and is to be returned to Greener Leaf's Executive Director at the end of your employment. The policies in this manual are not inclusive and final discretion as to interpretation and the appropriate course of action concerning a particular matter remains with

management. Nothing in this handbook shall be construed or interpreted as constituting or implying a contractual right or obligation to employees of continued employment.

ACKNOWLEDGEMENT & STATEMENT OF RECEIPT

This will acknowledge that I have received and reviewed a copy of the Greener Leaf Handbook. I understand that I am responsible for reading the manual in its entirety within a week from the date of receipt. The signing of the handbook does not create an agreement. There was no negotiation between employee and Greener Leaf in the creation of this manual.

I understand and recognize the policies, procedures, and rules contained in the manual may be modified, changed or amended at any time by Greener Leaf and that neither the handbook, nor my acknowledgement of receipt of the handbook constitutes a contract of employment or promise of continued employment between Greener Leaf and me. Greener Leaf reserves the right to unilaterally modify the manual. Greener Leaf is an employment-at-will employer and reserves the right, at any time and for any reason, to terminate an individual's employment.

Employee's Name (Printed)

Employee's Name (Signature)

Date

This "Statement of Receipt" will be kept in the employee's personnel file.

Operating Policies and Procedures

Record Keeping Procedures

Greener Leaf's accountant and bookkeeper will integrate its inventory control protocols and sales tracking into the business's record keeping software. This will insure the integrity of its financial bookkeeping. The in-house accounting system will be backed up weekly.

In addition to the quarterly reconciliations, there will be regularly scheduled daily, weekly and monthly procedures to track inventory and sales, as follows:

- 1) Daily: The Executive Director will verify cash receipts to the point-of-sale (POS) system, reconciling daily transactions to ensure all have been entered into the system. Where feasible, a daily deposit ticket for the day's receipts will be prepared and placed into an envelope with all cash for that day;
- 2) Weekly: The point-of-sale system will automatically update Greener Leaf's in-house accounting system for all transactions from the week. The bookkeeper will verify the daily receipts and transactions for accuracy;
- 3) Monthly: A physical inventory will be performed on the last business day of each month, and the bookkeeper and/or Executive Director will reconcile the inventory to the point-of-sale system and in-house accounting systems. These systems will track any unsold inventory as part of the reconciliation process.

Greener Leaf will rely on its team of accounting and legal professionals to cross-check discrepancies and to investigate suspected losses that cannot be accounted for through normal operations. All records concerning the operations of Greener Leaf will be maintained and made available for review for at least five years. Such records will be placed in a secure, locked room, and electronic copies secured by means of encryption and limitation of access to designated personnel.

Operating Policies and Procedures

Maintaining of Financial Records

Greener Leaf will integrate its accounting and inventory systems. The company's computer system and software will track transactions, inventory, and expenses in real time, allowing for seamless electronic transfer of data directly to its accountant and bookkeeper.

Implementing a computer backup system will ensure the integrity of Greener Leaf's information. State of the art electronic security will be implemented to ensure the company's records are safe. Firewalls, intrusion detection and spyware filtering software will all be implemented. The server room will be physically secured behind a locked security door with access limited only to authorized staff members.

Greener Leaf Executive Director will have complete control of all the company's finances and keep good records. It's very important that the company remains organized, so authorized personnel could easily get the information they need. The steps of maintaining financial records and staying organized include:

1. The Greener Leaf facility will have a central location for all statements, tax forms, receipts and other documents;
2. Greener Leaf authorized agents will label everything. Records from each tax year will be kept together and clearly labeled so they could quickly be identified and obtained when needed.
3. Greener Leaf authorized agents will file all records immediately.
4. Greener Leaf authorized agents will keep active files accessible.
5. The Greener Leaf staff will always keep security in mind. All file cabinets in the security room will be locked, computers will be password protected and backup copies will be kept in a separate, safe place.

Operating Policies and Procedures

Qualifications and Training

GREENER LEAF'S QUALIFICATONS AND EXPECTATIONS

1. Give a full day's work to the best of their ability;
2. Arrive at their position and begin work on time;
3. Demonstrate a considerate, friendly, and cooperative attitude with everyone they meet within the company including fellow employees, customers, and visitors;
4. Present a clean, neat appearance and maintain their work stations in a clean and neat appearance;
5. Help the company improve quality, increase customer service and increase customer satisfaction;
6. Help the company with any ideas or suggestions for improvements in methods, procedures, and/or policies; and
7. Adhere to the policies adopted by the company.

TRAINING

All Greener Leaf employees will go through a comprehensive training program. All staff will be certified by participating in a Responsible Vendor Training Program under 935 CMR 500.105(2)(b). All staff will receive a minimum of eight hours of on-going training annually.

Responsible Vendor Training

1. On or after July 1, 2019, the owner and all the staff of Greener Leaf that are involved in the handling and sale of marijuana for adult use at the time of renewal of licensure, will have attended and successfully completed a responsible vendor program to be designated a "responsible vendor".
2. Once the licensee is designated a "responsible vendor," all new employees involved in the handling and sale of marijuana will successfully have completed a responsible vendor program within 90 days of being hired by Greener Leaf.
3. After initial successful completion of a responsible vendor program, each staff member will complete the program once every year thereafter to maintain designation as a "responsible vendor".

Certification Training Class Will Cover:

- a. Discussion concerning marijuana's effect on the human body. Training shall include:

- i. Marijuana’s physical effects based on type of marijuana product;
 - ii. The amount of time to feel impairment;
 - iii. Visible signs of impairment; and
 - iv. Recognizing the signs of impairment.
- b. Diversion prevention and prevention of sales to minors, including best practices;
- c. Compliance with all tracking requirements; and
- d. Acceptable forms of identification. Training will include;
 - i. How to check identification;
 - ii. Spotting false identification;
 - iii. Medical registration cards issued by the DPH;
 - iv. Provisions for confiscating fraudulent identifications; and
 - v. Common mistakes made in verification.
- e. Other key state laws and rules affecting owners, managers, employees, which will include;
 - i. Local and state licensing and enforcement;
 - ii. Incident and notifications requirements;
 - iii. Administrative and criminal liability;
 - iv. License sanctions and court sanctions;
 - v. Waste disposal;
 - vi. Health and safety standards;
 - vii. Patrons prohibited from bringing marijuana onto licensed premises;
 - viii. Permitted hours of sale;
 - ix. Conduct of establishment;
 - x. Permitting inspections by state and local licensing and enforcement authorities;
 - xi. Licensee responsibilities for activities occurring within licensed premises;
 - xii. Maintenance of records;
 - xiii. Privacy issues; and
 - xiv. Prohibited purchases and practices.
- f. Other areas of training determined by the Commission to be included in a responsible vendor training program.

In addition, Greener Leaf will also consider joining THC University’s online training program (www.thcuniversity.org) or a similar reputable online training program. THC University has

over 150 hours of classes and educational material that will provide the employees with the necessary skills to excel in this industry.

THC University will offer the following:

- ✓ Certification programs
- ✓ M-F support
- ✓ Monthly webinars to remain compliant and up to date with products, rules and regulations in the cannabis industry.

DIVERSITY PLAN

Greener Leaf Inc.'s ("Greener Leaf") goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Pursuing this commitment will require being open to new ways of thinking about employee motivation and staff development.

The plan is to set expectations, and managers and staff must be engaged for the company to make progress. The plan will represent a structured approach to ensure continued progress in reaching its diversity management goals, promoting a discrimination-free work environment, and providing opportunities for all employees to use their diverse talents to support Greener Leaf's mission.

Greener Leaf's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

GOAL ONE: Achieve at least the below goals for our staffing needs from people from diverse backgrounds, including staffing of:

- 1. 20% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;**
- 2. 35% Women;**
- 3. 15% Veterans;**
- 4. 15% People with disabilities; and**
- 5. 15% LGBTQ+ Individuals.**

Programs for Goal One:

Greener Leaf intends to attract and hire people of diversity that are of the groups listed above. Greener Leaf plans to partner with local and state organizations that support diversity and are diverse companies. Greener Leaf will publish job openings in The Herald News, Fall River's local newspaper at least once per year.

The company also plans to advertise job offerings on career websites like indeed.com and/or diversityworking.com at least once per year. These career websites reach many of the diverse population looking for employment online. In addition, Greener Leaf is a member of the Massachusetts Recreational Consumer Council (MRCC). Greener Leaf will develop policies and training to support equity for all groups of people in its organization.

Greener Leaf Inc.

Today, Greener Leaf's management team have come from diverse backgrounds, including Greener Leaf's President.

Measurements for Goal One:

Greener Leaf will gauge its progress by keeping record and tracking how many people the company hires and from what source. Greener Leaf will also track how much money and time it spends working with these companies and the number of diverse companies it partners with. Greener Leaf will provide the Cannabis Control Commission with the information it collects.

Greener Leaf will review its progress every 3 months and reevaluate its plan once a year to confirm that it's working at creating the diverse culture it is aiming to achieve. The company will continually strive to improve its methods and programs to provide equity for diverse individuals in its establishment. Greener Leaf's goal is to provide everyone with the tools or opportunities they need to be successful.

Greener Leaf wants its employees to feel included, valued, respected and have access to equal opportunity which supports full participation at work. Greener Leaf wants to retain the diverse talent in its workforce and provide support to maintain a long and productive working career.

GOAL TWO: Enhance workforce diversity by contracting with diverse businesses. Greener Leaf Inc will strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified in the paragraph below:

Minority Business Enterprise - 5%

Women Business Enterprise - 5%

Veteran Business Enterprise - 5%

Lesbian Gay Bisexual Transgender Enterprise - 5%

Disability-Owned Business Enterprise - 5%

Programs for Goal Two:

Greener Leaf will make good faith efforts to employ from contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of

Greener Leaf Inc.

Certified Businesses as being a Minority Business Enterprise, a Women Business Enterprise, a Veteran Business Enterprise, a Lesbian Gay Bisexual Transgender Enterprise, a Service-Disabled Veteran-Owned Business Enterprise, or a Disability-Owned Business Enterprise, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Greener Leaf will seek a variety of qualifying businesses to contract with and instead work with a variety of diverse contractors.

Measurements for Goal Two:

Qualitative Metrics: Greener Leaf Inc. shall maintain a list of contractors, subcontractors, and suppliers actively in business with Greener Leaf. Greener Leaf Inc. shall divide the number of those contractors who fall into each of the groups listed in the Goal above by the total number of contractors, subcontractors, and suppliers to determine progress towards the Goal.

Disclosures:

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