Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283203

Original Issued Date: 10/15/2020

Issued Date: 12/14/2023

Expiration Date: 12/14/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: New Leaf Enterprises, Inc.

Phone Number: 508-837-5466

Email Address: peterf@newleafcanna.com

Business Address 1: 360 Second Street

Business Address 2:

Business City: Fall River

Business State: MA

Business Zip Code: 02721

Mailing Address 1: 2629 S Main St

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: 75

Percentage Of Control: 75

Role: Owner / Partner

Other Role: President, Treasurer, Secretary, Director, Chief Executive

Officer

First Name: Pedro **Last Name:** Fernandes **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: John **Last Name:** Medeiros **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $50000 **Percentage of Initial Capital:** 54.8

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Pedro **Last Name:** Fernandes **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $27717 **Percentage of Initial Capital:** 30.3

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Rockstar Elite Enterprises Inc. **Entity DBA:**

Email: peterf1026@gmail.com **Phone:** 508-837-5466

Address 1: 360 Second Street **Address 2:**

City: Fall River **State:** MA **Zip Code:** 02721

Types of Capital: Debt **Other Type of Capital:** **Total Value of Capital Provided:** $13518 **Percentage of Initial Capital:** 14.8

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Pedro **Last Name:** Fernandes **Suffix:**

Marijuana Establishment Name: New Leaf Enterprises, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fall River **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 360 Second Street

Establishment Address 2:

Establishment City: Fall River **Establishment Zip Code:** 02721

Approximate square footage of the establishment: 1916 **How many abutters does this property have?:** 40

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	New Leaf - HCA Certification Form.pdf	pdf	5e052a3e0557385733b41dfc	12/26/2019
Community Outreach Meeting Documentation	New Leaf - Community Outreach - 360.pdf	pdf	5e052a8b541f65570b947626	12/26/2019
Plan to Remain Compliant with Local Zoning	New Leaf - Plan to Remain Compliant with Local Zoning[7].pdf	pdf	5e052a9638f8ab571d6e29d6	12/26/2019

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Donations acceptance letter - Dec 30 2019 - 10-05 PM[7].pdf	pdf	5e0fd400f76dd253236e3620	01/03/2020
Plan for Positive Impact	New Leaf - Positive Impact Plan.pdf	pdf	5e344e6ad29b0704447d5459	01/31/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Pedro

Last Name: Fernandes

Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor

Other Role: Lender

Entity Legal Name: Rockstar Elite Enterprises Inc.

Entity DBA:

Entity Description: Lender

Phone: 508-837-5466

Email: peterf1026@gmail.com

Primary Business Address 1: 2629 S Main St

Primary Business Address 2:

Primary Business City: Fall River

Primary Business State: MA

Principal Business Zip Code: 02724

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	New Leaf - Articles of Organization.pdf	pdf	5e052d6f38abaf57497aaf66	12/26/2019
Bylaws	New Leaf Enterprises, Inc. BY-LAWS rev 9 11 19.pdf	pdf	5e052d82541f65570b947630	12/26/2019
Secretary of Commonwealth - Certificate of Good Standing	New Leaf - COGS - Sec of State.pdf	pdf	5e052da038f8ab571d6e29e1	12/26/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR- New Leaf - Dec 27 2019 - 12-36 PM.pdf	pdf	5e07735538abaf57497ab249	12/28/2019
Department of Revenue - Certificate of Good standing	Department of unemployment - Jan 28 2020 - 9-17 AM.pdf	pdf	5e3057c302a6e70453529d26	01/28/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificate Of Good Standing- NEW LEAF 5-31-22 - May 31 2022 - 3-27 PM.pdf	pdf	62dfe1bdc4bff600092c288d	07/26/2022
Department of Revenue - Certificate of Good standing	Certificate Of Good Standing Dor - Aug 2 2022 - 4-07 PM.pdf	pdf	62ec10a41e960b0009f3832a	08/04/2022
Department of Unemployment Assistance - Certificate of Good standing	Certificate Of Good Standing Dua - Aug 2 2022 - 4-09 PM.pdf	pdf	62ec10d1b027db00094f2c80	08/04/2022
Department of Revenue - Certificate of Good standing	MA DOR Certificate of good standing 8.21.2023.pdf	pdf	64ee0e8117e1dc00088dd387	08/29/2023
Department of Unemployment Assistance - Certificate of Good standing	MA DUA Certificate of good standing 8.20.2023.pdf	pdf	64ee0e82832c6e000835833c	08/29/2023
Secretary of Commonwealth - Certificate of Good Standing	MA SOC Certificate of Good Standing .pdf	pdf	64ee0e8717e1dc00088dd39b	08/29/2023

Massachusetts Business Identification Number: 001389777

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	New Leaf - Business Plan .pdf	pdf	5e0fd320fe65bd575070304b	01/03/2020
Plan for Liability Insurance	Plan for Obtaining Liability Insurance2.pdf	pdf	62dfe350c4bff600092c2afe	07/26/2022
Proposed Timeline	New Leaf_Proposed Timeline_360 Second Street.pdf	pdf	64ee149a17e1dc00088dda9e	08/29/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	New Leaf Enterprises_Plan for Obtaining Marijuana or Mariijuana Products.pdf	pdf	62e945851e960b0009ef7f44	08/02/2022
Restricting Access to age 21 and older	New Leaf Enterprises_Plan for Restricting Access to Age 21 and Older.pdf	pdf	62e9458db027db00094b2562	08/02/2022
Security plan	New Leaf Enterprises_Security Plan.pdf	pdf	62e94595b027db00094b2595	08/02/2022
Prevention of diversion	New Leaf Enterprises_Prevention of Diversion.pdf	pdf	62e9459d1e960b0009ef7f58	08/02/2022
Storage of marijuana	New Leaf Enterprises_Storage of Marijuana.pdf	pdf	62e945a71e960b0009ef7f72	08/02/2022
Transportation of marijuana	New Leaf Enterprises_Transportation of Marijuana.pdf	pdf	62e945b01e960b0009ef7f96	08/02/2022
Inventory procedures	New Leaf Enterprises_Inventory Procedures.pdf	pdf	62e945c41e960b0009ef7fcf	08/02/2022
Quality control and testing	New Leaf Enterprises_Quality Control and Testing.pdf	pdf	62e945d21e960b0009ef8005	08/02/2022
Dispensing procedures	New Leaf Enterprises_Dispensing Procedures.pdf	pdf	62e945e21e960b0009ef80b6	08/02/2022
Personnel policies including background checks	New Leaf Enterprises_Personnel Policies Including Background Checks.pdf	pdf	62e945f0b027db00094b26ac	08/02/2022
Record Keeping procedures	New Leaf Enterprises_Recordkeeping Procedures.pdf	pdf	62e945feb027db00094b26d2	08/02/2022
Maintaining of financial records	New Leaf Enterprises_Maintaining of Financial Records.pdf	pdf	62e9460c1e960b0009ef8103	08/02/2022
Qualifications and training	New Leaf Enterprises_Qualifications and Training.pdf	pdf	62e94617b027db00094b2723	08/02/2022
Energy Compliance Plan	New Leaf Enterprises_Energy Compliance Plan.pdf	pdf	62e9461eb027db00094b2737	08/02/2022
Diversity plan	New Leaf_Diversity Plan.pdf	pdf	630cbdc6d239e20007e15979	08/29/2022
Diversity plan	D'Hood_New Leaf Sponsor Acceptance Letter 4.25.pdf	pdf	630cbdcdd239e20007e159e1	08/29/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable At This Time.pdf	pdf	610458cb8a09343989a17d02	07/30/2021

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable At This Time.pdf	pdf	610458ce65a78c37ab32b824	07/30/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification: I 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: New Leaf Contributed $2,000 to The Corky Row Neighborhood Association in June 2023

Progress or Success Goal 2

Description of Progress or Success: New Leaf contributed $500 so far to Christ the Rock Church as of June 2023. We will be making an additional contribution of $500 by no late than December 2023.

Progress or Success Goal 3

Description of Progress or Success: New Leaf is still in the process of developing its operations for our second location. Currently 75% of New Leaf's current employees are Fall River residents.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Of New Leaf's current employees, 20% are minorities; 30% are women; 5% are veterans; 25% identify as LGBTQ+ and none of New Leaf's employees identified as either a person with a disability.

Diversity Progress or Success 2

Description of Progress or Success: New Leaf made a donation of $500 to D'Hood Inc. in support of D'Hood's Juneteenth community event.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 11:00 PM
Tuesday From: 8:00 AM	Tuesday To: 11:00 PM
Wednesday From: 8:00 AM	Wednesday To: 11:00 PM
Thursday From: 8:00 AM	Thursday To: 11:00 PM
Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 8:00 AM	Sunday To: 11:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, Pedro Fernandes, (*insert name*) certify as an authorized representative of New Leaf Enterprises, Inc (*insert name of applicant*) that the applicant has executed a host community agreement with Fall River (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 7/17/19 (*insert date*).

Signature of Authorized Representative of Applicant

Troy Rocha
TROY ROCHA

Host Community

I, Jasiel F. Correia, II, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Fall River (*insert name of host community*) to certify that the applicant and Fall River (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 7/16/19 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, Pedro Fernandes, (*insert name*) attest as an authorized representative of New Leaf Enterprises, 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 20, 2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on August 8, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on August 13, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on August 9, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Initials of Attester: PF

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.

Initials of Attester: PF

Attachment A

EVERYTHING YOU NEED, NEARBY.

Miscellaneous

Houdini strait jacket and chains juggling props, magic, complete show. $900/bo. (774) 488-4612

Yard Sales

Fall River Garage Sale Sat. 8/10 & Sun 8/11, 9am- 3pm, 200 Anthony St.

Legal Notices

FALL RIVER
COMMUNITY OUTREACH MEETING

LEGAL NOTICE

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that New Leaf Enterprises, Inc. will hold a Community Outreach Meeting on **August 20, 2019** at the **Fall River Public Library, 104 North Main Street, Fall River, MA 02720 at 6:30 PM** to discuss the proposed siting of an Adult Use Marijuana Establishment at 360 Second Street, Fall River, MA 02721 accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

AD#13823087
FRHN 8/8/19

Legal Notices

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

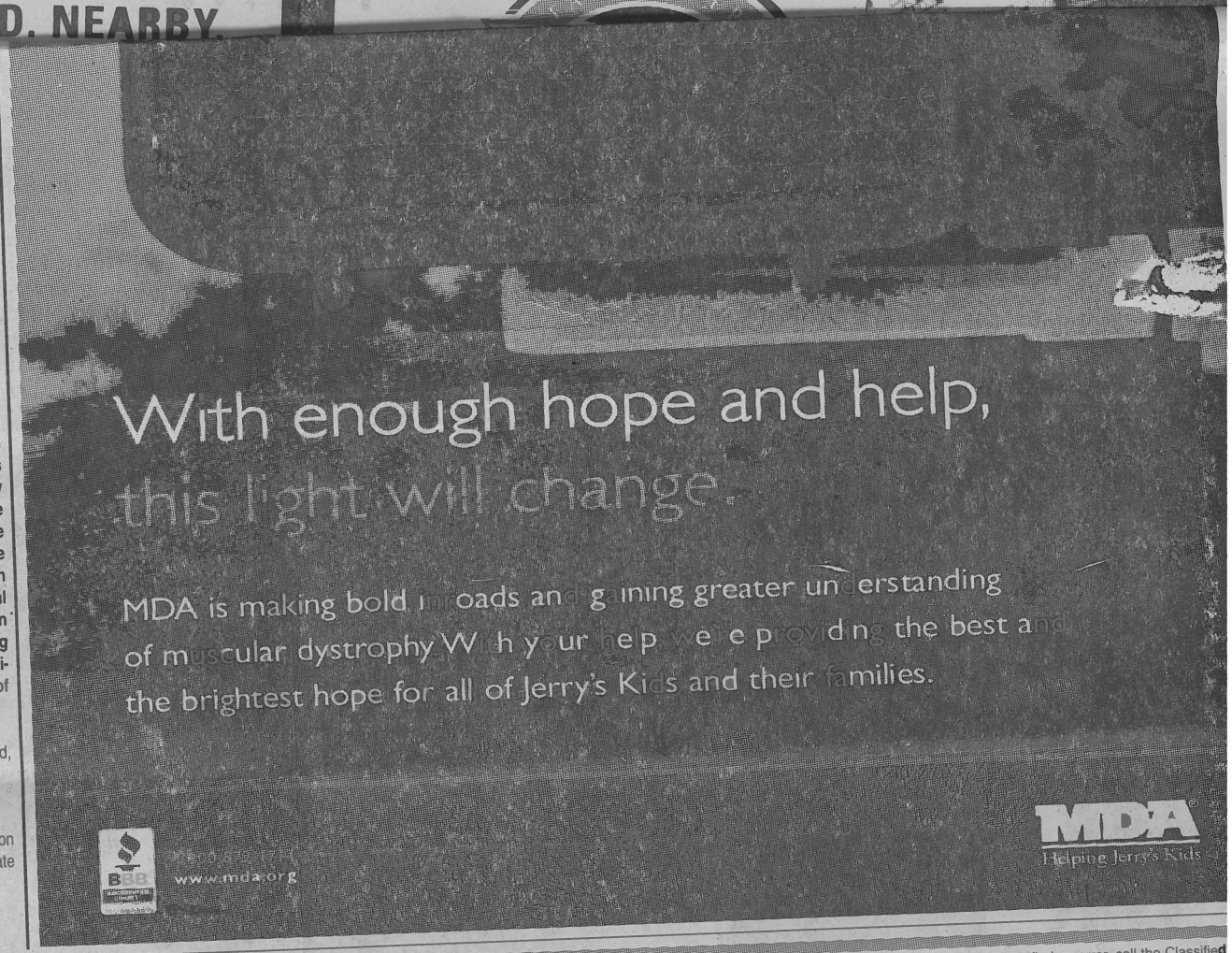
UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Katherine A Field,
First Justice of this Court.
Date: July 30, 2019

Jason E Caton
Register of Probate

CN13822282
FRHN 8/8/2019



BUSINESS HOURS
Doors Open: Mon - Fri....8:30-5 p.m.
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DEADLINES:

Monday edition.....4 p.m. Thursday
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Wednesday edition.....3 p.m. Monday
Thursday edition.....3 p.m.Tuesday
Friday edition.....3 p.m. Wednesday
Saturday edition.....4 p.m. Thursday
Sunday edition.....4 p.m. Thursday

FAX IT IN:
508-676-2579
MAIL IT IN:
207 POCASSET ST.
FALL RIVER, MA 02722

Error Policy: Please check your advertisement the first day it appears. If you find an error, call the Classified Department at 676-2517 before 4pm so that we may make the correction for the following day. The Herald News shall not be liable for any errors or issue credits pertaining to errors called in after the ad has run for more than 2 days, or after the ad has expired.

Payment Policy: Pre-payment in the form of cash, check or credit card will be required for all non-contract placed advertising. Call 508-676-2519 with any questions.

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that New Leaf Enterprises, Inc. will hold a Community Outreach Meeting on **August 20, 2019** at the **Fall River Public Library, 104 North Main Street, Fall River, MA 02720** at **6:30 PM** to discuss the proposed siting of an Adult Use Marijuana Establishment at 360 Second Street, Fall River, MA 02721 accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

RECEIVED
2019 AUG 13 P 1:22
CITY CLERK
FALL RIVER, MA

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that New Leaf Enterprises, Inc. will hold a Community Outreach Meeting on **August 20, 2019** at the **Fall River Public Library, 104 North Main Street, Fall River, MA 02720** at **6:30 PM** to discuss the proposed siting of an Adult Use Marijuana Establishment at 360 Second Street, Fall River, MA 02721 accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

RECEIVED
AUG 13 2019
FALL RIVER PLANNING DEPT.

for Planning Board + Zoning Board

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that New Leaf Enterprises, Inc. will hold a Community Outreach Meeting on **August 20, 2019** at the **Fall River Public Library, 104 North Main Street, Fall River, MA 02720** at **6:30 PM** to discuss the proposed siting of an Adult Use Marijuana Establishment at 360 Second Street, Fall River, MA 02721 accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Received
Cathy Howard
Asst. Clerk of Committees
Fall River City Council
8/13/19 1:27pm

CITY OF FALL RIVER
MAYOR'S OFFICE
2019 AUG 13 PM 1:41

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that New Leaf Enterprises, Inc. will hold a Community Outreach Meeting on **August 20, 2019** at the **Fall River Public Library, 104 North Main Street, Fall River, MA 02720** at **5:00 PM** to discuss the proposed siting of an Adult Use Marijuana Establishment at 2629 South Main Street, Fall River, MA 02724 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Attachment C

NOTICE OF COMMUNITY OUTREACH MEETING

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Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

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USPS 102 BOSTON MA 02205 FORT POINT STA AUG - 9 2019

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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[redacted]

Postmark Here

FORT POINT STA BOSTON MA 02205 AUG - 9 2019 USPS 102

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

New Leaf Enterprises, Inc. ("New Leaf") will remain compliant at all times with the local zoning requirements set forth in the Fall River's Zoning Ordinance.. In accordance with Zoning Ordinance Table of Uses Retail, Restaurant and Consumer Service Uses (a), New Leaf's proposed Marijuana Retailer is a use permitted as of right as a retail operation with 5,000 SF or less of gross area per establishment. No special permit is required.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

New Leaf will apply for any other local permits required to operate a Marijuana Retailer at the proposed location, including a Building Permit. New Leaf will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at New Leaf's proposed location.

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

Mandy Bonny

From: Mandy Bonny
Sent: Wednesday, August 3, 2022 11:06 AM
To: tmccoy@fallriverma.org
Cc: David Ullian; Tim Callahan; Pedro Fernandes; Kaitlin Cahill
Subject: Request for Records of Costs Related to New Leaf Enterprises, Inc.
Attachments: New Leaf Enterprises_Letter to Fall River Requesting Costs_8.3.2022.pdf

Good Afternoon City Administrator McCoy,

Pursuant to the license renewal requirements of the Cannabis Control Commission, attached please find correspondence requesting any records of costs borne by Fall River related to New Leaf Enterprises, Inc.'s operations within the city.

Please do not hesitate to reach out to me with any questions or concerns.

Best
Mandy

Mandy Bonny
Licensing Specialist

Vicente Sederberg LLP
Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02199
Main: 617-934-2121
Direct: 617-207-0478
m.bonny@VicenteSederberg.com
VicenteSederberg.com

Confidentiality Notice

VICENTE SEDERBERG LLP

Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02119
Tel: 617-934-2121

California | Colorado | Florida | Massachusetts | Michigan | New Jersey | New York | Texas

August 3, 2022

City of Fall River
City Administrator Timothy McCoy
One Government Center, Room 619
Fall River, MA 02722
VIA EMAIL: tmccoy@fallriverma.org

Re: Request for Records of Costs Related to New Leaf Enterprises' Fall River Operations

Dear City Administrator McCoy:

Please be advised that, as a requirement of New Leaf Enterprises, Inc.'s ("New Leaf Enterprises") renewal application for its Marijuana Establishment license in the City of Fall River ("Fall River" or "City"), the Cannabis Control Commission (the "Commission") is requiring New Leaf Enterprises to submit (1) documentation that it requested from its Host Community the records of any cost to the City, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as New Leaf Enterprises' formal request to the City to produce the records of any cost, whether anticipated or actual, resulting from New Leaf Enterprises' operation within the City. 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 by New Leaf Enterprises to the Commission. As the City is aware, any cost to the City imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you for your attention to this matter, and do not hesitate to contact me with any questions.

Sincerely,

David M. Ullian

David M. Ullian, Esq.
P: 617-752-7148
E: David@Vicentesederberg.com

NEW LEAF ENTERPRISES, INC.
MUNICIPAL RESPONSE ATTESTATION – FALL RIVER

On behalf of New Leaf Enterprises, Inc. ("New Leaf Enterprises"), I, David M. Ullian, do hereby attest to the following:

- In accordance with the requirements of New Leaf Enterprises' renewal for its marijuana establishment licenses, New Leaf Enterprises requested from the City of Fall River (the "Host Community") the records of any cost to the Host Community, whether anticipated or actual, resulting from New Leaf Enterprises' operation within its borders (the "Request").
- New Leaf Enterprises submitted the Request to the Host Community on August 3, 2022.
- As of the date of this attestation, New Leaf Enterprises has not received a response from the Host Community with respect to the Request.

David M. Ullian
Signature

August 25, 2022
Date

David M. Ullian, Esq.

Counsel for New Leaf Enterprises, Inc.

NEW LEAF

NEW LEAF ENTERPRISES INC.

MUNICIPAL RESPONSE ATTESTATION – FALL RIVER

On behalf of New Leaf Enterprises, Inc. ("New Leaf Enterprises"), I, Evan F. Darmody, do hereby attest to the following:

- In accordance with the requirements of New Leaf Enterprises' renewal for its marijuana establishment licenses, New Leaf Enterprises requested from the City of Fall River (the "Host Community") the records of any cost to the Host Community, whether anticipated or actual, resulting from New Leaf Enterprises' operation within its borders (the "Request").

- New Leaf Enterprises submitted the Request to the Host Community on October 3, 2023.

- As of the date of this attestation, New Leaf Enterprises has not received a response from the Host Community with respect to the Request.

SIGNED: Evan F. Darmody DATE: 10/3/2023

Evan F. Darmody

Director of Operations, New Leaf Enterprises, Inc.

NEW LEAF

NEW LEAF ENTERPRISES INC.

City of Fall River
City Administrator Seth-Thomas Aitken
One Government Center, Room 619
Fall River, MA 02722
VIA EMAIL: saitken@fallriverma.gov

Request for Records - Costs Related to New Leaf Enterprises' Fall River Operations

Dear City Administrator Aitken:

Please be advised that, as a requirement of New Leaf Enterprises, Inc.'s ("New Leaf Enterprises") renewal application for its Marijuana Establishment license in the City of Fall River ("Fall River" or "City"), the Cannabis Control Commission (the "Commission") is requiring New Leaf Enterprises to submit (1) documentation that it requested from its Host Community the records of any cost to the City, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as New Leaf Enterprises' formal request to the City to produce the records of any cost, whether anticipated or actual, resulting from New Leaf Enterprises' operation within the City. 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 by New Leaf Enterprises to the Commission. As the City is aware, any cost to the City imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.
Thank you for your attention to this matter, and do not hesitate to contact me with any questions.

Very Respectfully,

Evan F. Darmody

Evan F. Darmody
P: (508)-677-5525
E: Evan@newleafcanna.com

NEW LEAF

NEW LEAF ENTERPRISES INC.

MUNICIPAL RESPONSE ATTESTATION – FALL RIVER

On behalf of New Leaf Enterprises, Inc. ("New Leaf Enterprises"), I, Evan F. Darmody, do hereby attest to the following:

- In accordance with the requirements of New Leaf Enterprises' renewal for its marijuana establishment licenses, New Leaf Enterprises requested from the City of Fall River (the "Host Community") the records of any cost to the Host Community, whether anticipated or actual, resulting from New Leaf Enterprises' operation within its borders (the "Request").

- New Leaf Enterprises submitted the Request to the Host Community on October 3, 2023.

- As of the date of this attestation, New Leaf Enterprises has not received a response from the Host Community with respect to the Request.

SIGNED: Evan F. Darmody DATE: 10/25/2023

Evan F. Darmody

Director of Operations, New Leaf Enterprises, Inc.

CORKY ROW NEIGHBORHOOD ASSOCIATION – FALL RIVER, MA

12/30/19

To Whom it may concern:

The Corky Row Neighborhood Association will be accepting donations from individuals and organizations including New Leaf, Incorporated.

If you have any questions or concerns please contact me at the phone number below.

Thank you.

Mark Conrad
President, Corky Row Neighborhood Association
508-451-5379

POSITIVE IMPACT PLAN

Overview

New Leaf Enterprises, Inc. ("New Leaf") is dedicated to serving and supporting areas of disproportionate impact, which the Cannabis Control Commission has identified as the following:

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

To support such populations, New Leaf has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified numerous goals and priorities.

Goals

New Leaf seeks to provide business assets (time, organization skills, finances) towards endeavors in the City of Fall River a geographical location designated as a disproportionately impacted area that will have a positive impact on the members of that community or the community as a whole.

Programs

Our commitment is an essential part of the company's ethos. Specifically, New Leaf will make an annual donation of $1,000 or 1% of gross sales revenue, whichever is greater, to the Corky Row Neighborhood Association in Fall River, Massachusetts. The mission of the Corky Row Neighborhood Association is to improve the lives of residents of Corky Row. Funds provided by New Leaf will be directed towards community clean ups that have been conducted each year in the spring and fall and to the Association's annual June Community Day Event. At least three (3) New Leaf employees will participate in each event.

Corky Row will accept any resources contributed to it by New Leaf as outlined in the enclosed correspondence.

Measurements

New Leaf will audit the plan annually upon renewal of its Provisional Certificate and will disclose and track measurement metrics. Metrics tracked will include the following:

1. Funds donated to the Corky Row Neighborhood Association, which must exceed $1,000 or 1 percent of gross sales revenue;
2. Number of employees participating in Corky Row's clean up days, which must exceed three; and
3. Number of employees participating in Corky Row's Community Day event, which must exceed three.

Disclosures

New 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 New Leaf will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

As identified above, New Leaf will donate to the Corky Row Neighborhood Association and acknowledges that the Corky Row Neighborhood Association has been contacted and will receive the donation described herein.

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

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

Identification Number: 001389777

ARTICLE I

The exact name of the corporation is:

NEW LEAF ENTERPRISES, 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 DEFI NED 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	*Total Par Value*	*Num of Shares*
CNP	$0.00000	100,000	$0.00	100,000

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.

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: 6/22/2019 **Time:** 4:00 PM

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: PEDRO FERNANDES
No. and Street: 360 SECOND STREET
City or Town: FALL RIVER State: MA Zip: 02721 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	PEDRO FERNANDES MA	360 SECOND STREET FALL RIVER, MA 02721 USA
TREASURER	TROY ROCHA MA	360 SECOND ST FALL RIVER, MA 02721 USA
SECRETARY	TROY ROCHA MA	360 SECOND ST FALL RIVER, MA 02721 USA
CEO	TROY ROCHA MA	360 SECOND ST FALL RIVER, MA 02721 USA
DIRECTOR	TROY ROCHA MA	360 SECOND ST FALL RIVER, MA 02721 USA

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

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

APPLYING FOR CANNABIS SALES LICENSE SUBJECT TO CCC

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: 360 SECOND STREET
City or Town: FALL RIVER State: MA Zip: 02721 Country: USA

which is

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

Signed this 21 Day of June, 2019 at 4:54:43 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.)*

PEDRO FERNANDES

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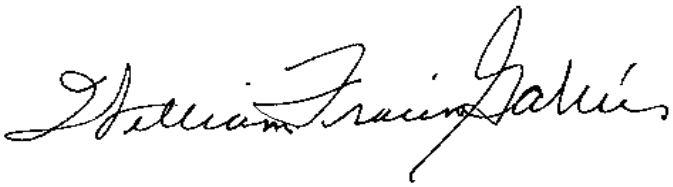
All Rights Reserved

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:

June 21, 2019 04:54 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BY-LAWS of New Leaf Enterprises, Inc.

ARTICLE 1
General Provisions

Section 1. Name

The name of the corporation shall be **New Leaf Enterprises, 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 of Common Shares

Section 1. Annual Meetings.

The annual meeting of stockholders holding Common Shares shall be held on the 1st Thursday in June 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 holding Common Shares 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 holding Common Shares 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 holding Common Shares 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 holding Common Shares stating the purpose of the meeting shall be given at least **seven (7) 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, portage prepaid, and addressed to such Stockholder at his adders 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 there By-Laws, a written waived 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 holding Common Shares, a quorum shall consist of a majority of all shares of Common Shares 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 care of each such class or series, a quorum for that matted 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 he 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 at Meeting 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 he required for any election unless requested by a stockholder holding Common Shares 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 holding Common Shares 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.

Section 10. Record Date.

The Directors may fix in advance, a time which shall be not more than thirty days (30) prior to (a) the date of any meeting of Stockholders; (b) the date for the payment of any dividend or the making of any distribution to Stockholders; or (c) the last day on which the consent or dissent of Stockholders may be effectively expressed for any purposes, as the record date for determining the Stockholders having the right to notice of and to vote at such meeting and any adjournment thereof, the right to receive such dividend or distribution, or the right to give such consent or dissent. In such case only Stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the Corporation after the record date. Without fixing such record date the Directors may for any of such purposes close the transfer books for all or any part of such period.

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 one Director. The number of the Directors shall be as determined from time to time by the stockholders holding Common Shares 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. Any Director may resign by delivering his written resignation to the Corporation at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 3. Vacancies. Any vacancy at any time existing in the Board of Directors may be filled by the remaining Directors at any meeting. The Stockholders having voting power may, at a special meeting called at least in part for the purpose, choose a successor to a Director whose office is vacant, and the person so chosen shall displace any successor chosen by the Directors.

Section 4. 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 5. Removal.

A Director may be removed from office (a) with or without cause by vote of 51% of the Stockholders entitled to vote in the election of Directors or (b) for cause by vote of 51% of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body opposing to remove him.

Section 6. Annual Meeting.

Immediately after each annual meeting of Stockholders, or the special meeting held in lieu

thereof, and at the place thereof, if a quorum of the Directors elected at such meeting were present thereat, there shall be a meeting of the Directors without notice; but if such a quorum of the Directors elected thereat were not present at such meeting, or if present do not proceed immediately thereafter to hold a meeting of the Directors, the annual meeting of the Directors shall be called in the manner hereinafter provided with respect to the call of special meetings of Directors.

Section 7. 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 8. 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 9. 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 10. 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 11 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 12. 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. Qualification.

The President may, but need not, be a Director. No officer need be a Stockholder. Any two or more offices may be held by the same person. The Clerk shall be a resident of Massachusetts unless the Corporation has a resident agent appointed for the purpose of service of process. 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.

Section 5. 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 6. Removal.

The Directors may remove any officer with or without cause by a vote of 51% of the entire number of Directors then in office, provided, that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon.

Section 7. President.

The President when present shall preside at all meetings of the Stockholders and of the Directors. It shall be his/her duty and he/she shall have the power to see that all orders and resolutions of the Directors are carried into effect. The President, as soon as reasonably possible after the close of each fiscal year, shall submit to the Directors a report of the operations of the Corporation for such year and a statement of its affairs and shall from time to time report to the Directors all matters within his/her knowledge which the interests of the Corporation may require to be brought to their notice. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. Vice-President.

In the absence or disability of the President, his/her powers and duties shall be performed by the Vice-President, if any, or if there is none, by one designated for the purpose by the Directors. If there is no Vice-President, then said powers and duties shall be performed by a person designated for the purpose by the Directors. Each Vice-President shall have such other powers and perform such other duties as the Directors from time to time designate.

Section 9. Treasurer.

The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositaries as shall be designated by the Directors or in the absence of such designation in such depositaries as he/she shall from time to time deem proper. He/she shall disburse the funds of the corporation as shall be ordered by the Directors, taking proper vouchers for such disbursements. He/she shall promptly render to the President and to the Directors such statements of his/her transactions and accounts as the President and Directors respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 10. Assistant Treasurer.

In the absence or disability of the Treasurer, his/her 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. If there is no Assistant Treasurer, then said powers and duties shall be performed by a person designated for the purpose by the Directors. Each Assistant Treasurer shall have such other powers and perform such other duties as the Directors shall from time to time designate.

Section 11. 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 12. Chief Executive Officer.

The chairman of the board/chief executive officer is the chief executive officer of the corporation and, subject to the control of the board of directors, has the responsibility for the conduct and management

of the business and fiscal affairs of the corporation and the general supervision of its property, business interests, and agents. The chairman of the board/chief executive officer, or a person designated by the chairman of the board/chief executive officer, will preside at all meetings of the shareholders and directors, unless otherwise ordered by the board of directors.

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.

The holders of shares of Preferred Shares shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any distribution (including but not limited to any dividend) payable other than in Common Shares (in each case as adjusted for stock splits, stock dividends, reclassifications and the like) per annum for each share held by them, when, as and if declared by the board of directors ("Board of Directors") of the Corporation. Such distributions shall not be cumulative. After payment of such distributions, any additional distributions shall be distributed among the holders of Common Shares and Preferred Shares pro rata based on the number of shares of Common Shares then held by each holder. No distributions shall be paid with respect to the Common Shares until equal or greater distributions on the Preferred Shares have been paid to the holders of Preferred Shares.

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.

In the event shares, the certificate for which notes a restriction on transfer established in the manner set out above, or in any other manner, are presented as aforesaid for transfer, the Corporation or its transfer agent may issue a new certificate or certificates in accordance with such transfer, but such new certificate or certificates shall bear the same notations as to restrictions on transfer as appear on the certificate presented for transfer unless the Corporation or its transfer agent receives such proof as is in its sole discretion satisfactory to it that such restrictions no longer apply.

In the event shares of stock are issued by the Corporation or are presented to it for transfer the issuance or transfer of which might involve directly or indirectly the applicability of federal or state law regulating the issuance and sale of securities, the Corporation in the case of issuance and the Corporation or its transfer agent in the case of transfer may require that the certificate or certificates originally issued and those issued on transfer be endorsed with such language as in their sole discretion may be necessary in respect of the Corporation's duties and liabilities under such laws.

No course of action undertaken in good faith by the Corporation or its transfer agent, nor any delay resulting therefrom, shall entitle a Stockholder or its transferee or proposed transferee to reimbursement by the Corporation or its transfer agent or any director or officer or agent thereof for

any loss occasioned by such course of action or delay. Nothing contained in these By-laws shall be construed to deprive the Corporation or its transfer agent of any rights which it may have to refuse to transfer any shares of stock.

Except as otherwise required by law, the Articles of Organization or these By-laws, 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, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation pursuant to these By-Laws.

It shall be the duty of each Stockholder to notify the Corporation of the post office address to which he wishes all communications by the Corporation to him as Stockholder addressed and delivered.

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.

Section 9. Valuation of Stock.

Bi-annually, the Board of directors shall valuate the stock value of each share and file said valuation with the minutes of the Corporation.

Section 10. Restrictions.

The provisions and restrictions of this By-Law shall apply to all shares subsequently issued by the Corporation, but after this By-Law shall expire and the restrictions provided herein on transfer of shares shall not thereafter apply to any shares of the Corporation.

The certificate of stock shall contain the following statement made in accordance with M.G.L. c. 156B, § 27(b):

The shares represented by this certificate are subject to certain transfer restrictions as set forth in the duly adopted By-Laws of the Corporation, and the Corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge therefor.

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.

Section 6. Transactions with Related Parties

The Corporation may enter into contracts or transact business with one or more of its Directors, Officers or Stockholders or with any corporation, association, trust company, organization or other concern in which any one or more of its Directors, Officers or Stockholders are Directors, Officers, Trustees, Shareholders, Beneficiaries or Stockholders or otherwise interested and other contracts or transactions in which any one or more of its Directors, Officers or Stockholders is in any way interested; and in the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such Directors, Officers or Stockholders of the Corporation have or may have interests which are or might be adverse to the interest of the Corporation even though the vote or action of Directors, Officers or Stockholders having such adverse interest may have been necessary to obligate the Corporation upon such contract or transaction. At any meeting of the Board of Directors of the Corporation (or any duly authorized committee thereof) which shall authorize or ratify any such contract or transaction, any such Director or Directors, may vote or act thereat with like force and effect as if he had not such interest, *provided,* in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed or shall have been known to the Directors or a majority thereof. A general notice that a Director or Officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure as to such Director or Officer with respect to all contracts and transactions with such corporation or other concern. No Director shall be disqualified from holding office as Director or Officer of the Corporation by reason of any such adverse interests. In the absence of fraud, no Director, Officer or Stockholder having such adverse interest shall be liable to the Corporation or to any Stockholder or creditor thereof or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such Director, Officer or Stockholder be accountable for any gains or profits realized thereon.

ARTICLE X

Restrictions on Transfer of Stock

A. A holder of stock desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing. The Board of Directors shall bi-annually predetermine the price the Corporation sets for the value of shares which shall be paid over time as revenues are available from the Corporation. The directors shall within thirty days thereafter either accept the offer or permit the shares to be sold to a third party who qualifies as (i) an "accredited investor" as that term is defined in Rule 501 under Regulation D ("Regulation D") promulgated under the Securities Act of 1933, as amended (the "Act"), and/or (ii) a "qualified purchaser" as that term is defined in Regulation A promulgated under the Act. The representations and warranties made by the third party may be fully relied upon by New Leaf Enterprises, Inc. and by any investigating party relying on them. The third party (i) is an "accredited investor" as that term is defined in Rule 501 under Regulation D, or (ii) if the third party is not an "accredited investor" as that term is defined in Rule 501 under Regulation D, the amount of Shares being purchased by the third party does not exceed 10% of the greater of the third party's annual income or net worth (for natural persons), or

10% of the greater of the third party's annual revenue or net assets at fiscal year-end (for non-natural persons). The third party agrees to provide to New Leaf Enterprises, Inc any additional documentation New Leaf Enterprises, Inc may reasonably request, including documentation as may be required by New Leaf Enterprises, Inc to form a reasonable basis that the third party qualifies as an "accredited investor" as that term is defined in Rule 501 under Regulation D promulgated under the Act. The third party must agree to the terms of the Articles, by-laws and stock holders agreement as they may be amended from time to time. Further, a third party must also provide all documentation as maybe required be the Massachusetts Cannabis Control Commission to be a shareholder of Corporation and must be approved by said Commission to purchase such shares before a transfer is made.

After the acceptance of the offer, the directors shall have thirty days within which to purchase the same at such valuation and may provide a promissory note with interest a 5% for a period not to exceed 30 years to pay for the shares if revenues are not available to purchase the same, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same as set forth above and only after the Massachusetts Cannabis Control Commission to be a shareholder of Corporation has approved the proposed shareholder to purchase such shares before a transfer is made.

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

B. In the event of the divorce, bankruptcy or death of a shareholder, the shareholder, the Trustee in Bankruptcy, or the heirs, assigns, executors or administrators of a deceased stockholder shall have been deemed to offer the shares of stock to the corporation through the Board of Directors. The Board of Directors shall bi-annually predetermine the price the Corporation sets for the value of shares which shall be paid over time as revenues are available from the Corporation. The directors shall have thirty days after notice of one of these events within which to purchase the same at such valuation and may provide a promissory note with interest a 5% for a period not to exceed 30 years to pay for the shares if revenues are not available to purchase the same

C. No party will sell any shares of stock or any voting trust certificates in New Leaf Enterprises, Inc. to any other person whomsoever, without first making a written offer to the other party hereto of all of the shares proposed to be sold for the same price and upon the same terms and conditions as in such proposed sale, and allowing such other party a time of not less than 30 days from the date of such written offer within which to accept same.

D. The following shall be Permitted Transfers:

(a) Transfers of Stock between a Holder and a trust in which the Holder or the spouse, issue or children of an issue of such Holder has the principal beneficial interest and only after the Massachusetts Cannabis Control Commission to be a shareholder of Corporation has approved the proposed shareholder to purchase such shares before a transfer is made;

(b) Transfers of Stock between a Holder and such Holder's guardian or conservator; (The transferee(s) in clauses a-b are sometimes called "Permitted Transferee(s)") and only after the Massachusetts Cannabis Control Commission to be a shareholder of Corporation has approved the proposed shareholder to purchase such shares before a transfer is made.

Section 3. Miscellaneous.

No shares of stock shall he 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 he 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.

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

December 11, 2019

TO WHOM IT MAY CONCERN:

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

NEW LEAF ENTERPRISES, INC.

is a domestic corporation organized on **June 22, 1019**, 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

Processed By: IKochman

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

mass.gov/dor

Letter ID: L1193527360
Notice Date: December 16, 2019
Case ID: 0-000-576-944

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000001

NEW LEAF ENTERPRISES INC
360 2ND ST
FALL RIVER MA 02721-1924

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle Jr

Edward W. Coyle, Jr., Chief
Collections Bureau

Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form

Signed under the pains and penalties of perjury, I, Pedro m. Fernandes, an authorized representative of New Leaf Enterprises, Inc., certify that New Leaf Enterprises, Inc. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

1-27-2020
Date

Name: Pedrom Fernandes

Title: President

Entity: New Leaf Enterprises, Inc.

NEW LEAF ENTERPRISES, INC

BUSINESS PLAN

January 3, 2020

EXECUTIVE SUMMARY

Mission Statement and Message from the President

New Leaf Enterprises, Inc ("New Leaf ") is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

Our Mission:

Our objective is to provide top quality products and exceptional personalized customer service backed by an extensive knowledge base about our products, in conjunction with giving back to our local community.

License Types

New Leaf is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the "Commission") to operate Marijuana Establishments in Massachusetts:

- Retail Dispensary at 360 2nd Street, Fall River, MA. 02721
- Retail Dispensary at 2629 South Main Street, Fall River, MA 02724

What Drives Us

New Leaf 's goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of New Leaf 's operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

General

New Leaf has put together a team to implement the operations of the Marijuana Establishment and intends to create 30 full time & part time jobs in Fall River over its two locations within the first three years of operation. No Person or Entity Having Direct or Indirect Control over New Leaf team is or will be a controlling person with over more than three licenses in a particular class of license.

Founders

Pedro Fernandes
Co-Founder & President
Restaurant Business - Multi-Unit Owner- Commercial Real Estate- Property Management-

Real Estate Development

Experienced Professional with 23 years of experience in customer service, business management, residential and commercial real estate. Skilled and knowledgeable in rehab construction, developing a business in new markets, team building, personnel management, & daily operations.

Highly involved in all operations, construction, acquisitions and developments of all businesses. Built a strong leadership structure within all businesses in multiple industries, primarily through reading personal development books, having great mentors & hands-on interaction and dedication to success.

Business Qualifications:
New Business Development- Property Acquisitions- Leadership Development- Marketing- Customer Relations- Relentless Work Ethic

Pedro's WHY

If you have ever met Pedro Fernandes, you haven't forgotten him. You most likely remember his enthusiasm and vibrant energy, but you definitely remember his signature high-fives and smile that never leaves his face. Though the smiles come easily, Pedro has endured his share of hardships, which have molded him into who he is today.

Pedro immigrated to the United States with his family when he was just 11 months old, choosing Fall River as their new home. They all fell in love with the bustling, diverse City and started growing their roots there. Pedro's parents established and ran their own restaurant, which still thrives, and taught Pedro and his sister about entrepreneurship. What appealed to Pedro about entrepreneurship, even at a young age, was the idea of controlling one's own destiny, and having the ability to change other people's lives for the better in the process.

Pedro's natural energy and interpersonal skills were a perfect fit for Real Estate & Network Marketing career. He was able to create and lead one of the most successful teams in the country. Some of Pedro's best skills were honed during this time – his leadership and motivational abilities are remarkable. He naturally loves to get people excited about what he is excited about – his enthusiasm is contagious. He has inspired many people to become the best versions of themselves through leading by example.

Though he was able to succeed in his career, Pedro endured tremendous pain and suffering due to severe hip issues. In 2014 he was given the diagnosis of Osteoarthritis of the hips - a debilitating and degenerative condition. Pedro, never one to be kept down, kept pushing forward. In 2016, Pedro met Mark Conrad, the President of the Corky Row Neighborhood Association, at a business event. Upon learning what Mark was doing and planning to do to improve the Corky Row neighborhood, Pedro wanted to be involved right away, but the health condition he was facing prevented this from happening. In 2017, a wheelchair bound Pedro took

a trip to Israel, where he prayed and asked for healing. He promised his creator at this time that if he could ever walk again, he would serve a greater good, and give his all to helping others. This promise is what inspired Pedro to seek out the best Doctor and surgeon in the country, who happened to be in Seattle, Washington. It was determined that bilateral hip surgeries, one hip at a time, was the optimal route to take. While in Seattle, where cannabis is legal, it was suggested to Pedro to try CBD products for pain. He credits CBD for pain relief, speedy recovery, and discontinuing the use of narcotic pain medication very quickly after each surgery. After 2 trips to Seattle, 2 hip surgeries, 2 long periods of healing, and hours upon hours of grueling physical therapy, Pedro was able to walk again. Humbled by the experience, Pedro credits the surgeon, physical therapists, and CBD products for helping his healing and overall success of the surgeries. Anyone who knows him will tell you that most of the success is due to his dogged determination to succeed.

During his recovery period after his second hip surgery, while using CBD oil, Pedro began thinking of ways to fulfill his promise of serving a greater good and improving the lives of those around him. He decided to open a cannabis business in Fall River, to pay homage both to the City that he loves, and to the miraculous products that helped him in his healing. The Corky Row District is one of the most notoriously distressed neighborhoods in the City. It was an easy decision for Pedro to make when deciding where to open this business. Creating a cannabis business would allow Pedro to give back to the community he loves, his HOME, by creating jobs, generating sales tax revenue, and making additional community specific contributions. Like anything else he does, Pedro has been working towards this at full speed, giving 110% of himself every step of the way. He is excited about the opportunity to implement his Positive Impact Plan with resources provided by his new business venture.

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Troy Rocha
Co-Founder & Vice President
- Multi-Unit Owner- Commercial Real Estate Investor- Property Management-
Real Estate Development

Experienced Professional with 15 years of experience in Corporate management.11 years of residential and Commercial Real Estate. Skilled and knowledgeable in rehab construction, personnel management, & daily operations.

Highly Involved in Real Estate acquisitions, construction, developments and Management

COMPANY DESCRIPTION

Structure

New Leaf is a Massachusetts domestic for-profit corporation that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

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

Operations

New Leaf will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of finished, stored marijuana; conduct a monthly inventory of finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

New Leaf will tag and track all marijuana seeds, clones, plants, and marijuana products using Metric and in a form and manner approved by the Commission.

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

New Leaf will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

New 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than $5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, New Leaf will place in escrow at least $250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. New Leaf will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

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

Prior to commencing operations, New Leaf will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of New Leaf . If New Leaf is unable to secure a surety bond, it will place in escrow a sum of no less than $5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless New Leaf has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

New Leaf and New Leaf agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

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

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

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

Only New Leaf 's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and New Leaf will maintain a current list of individuals with access. New Leaf will have security personnel on-site during business hours.

On-site consumption of marijuana by New Leaf 's employees and visitors will be prohibited.

Benefits to Host Communities

New Leaf looks forward to working cooperatively with its host communities to ensure that New Leaf operates as a responsible, contributing member of those host communities. New Leaf has established a mutually beneficial relationship with its host communities in exchange for permitting New Leaf to site and operate.

New Leaf 's host communities stand to benefit in various ways, including but not limited to the following:

1. Jobs: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: New Leaf will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over New Leaf 's security systems and processes.
5. Responsibility: New Leaf is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: New Leaf 's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

New Leaf will only sell marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

Competitors

New Leaf 's competitors include North East Alternatives, Hope Heal Health, and Nature's Medicine.

Competitive Advantage

New Leaf possesses several strengths that separate New Leaf from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

New Leaf is a Massachusetts domestic for-profit corporation. New Leaf will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. New Leaf will apply for all state and local permits and approvals required to build out and operate the facility.

New Leaf will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Products & Services

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

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use C02 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

New Leaf 's pricing structure will vary based on market conditions. New Leaf plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

New Leaf 's plan to grow the company includes:

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

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

Communication

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

All marketing, advertising, and branding produced by or on behalf of New Leaf will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA).

There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

New Leaf will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, New Leaf will market its products and services to reach a wide range of qualified consumers.

New Leaf will communicate with customers through:

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

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

Sales

New Leaf will sell its products and services by engaging customers with knowledgeable personnel.

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

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

Logo

New Leaf has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:

NEW LEAF

FINANCIAL PROJECTIONS

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	ANNUAL TOTAL	$4,200,000.00	$6,342,000.00	$6,534,797.00	$6,941,915.00	$7,504,210.00
MONTH 1		$170,000.00	15.10%	3.04%	6.23%	8.10%
MONTH 2		$284,000.00				
MONTH 3		$319,000.00				
MONTH 4		$345,000.00				
MONTH 5		$346,000.00				
MONTH 6		$351,000.00				
MONTH 7		$319,000.00				
MONTH 8		$385,000.00				
MONTH 9		$399,000.00				
MONTH 10		$413,000.00				
MONTH 11		$423,000.00				
MONTH 12		$446,000.00				

FINAL REMARKS

New Leaf has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. New Leaf hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. New Leaf ’s security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed $250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. New Leaf is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, New Leaf looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PLAN FOR OBTAINING LIABILITY INSURANCE

New Leaf Enterprises, Inc. ("New Leaf") will contract with an insurance provider to maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually and product liability coverage for no less than $1,000,000 per occurrence & $2,000,000 in aggregate annually. The policy deductible will be no higher than $5,000 per occurrence. New Leaf will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, New Leaf will place in escrow at least $250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. New Leaf will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

NEW LEAF

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), New Leaf Enterprises, Inc. ("New Leaf") will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a New Leaf agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2).

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

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

QUALITY CONTROL AND TESTING

Quality Control

New Leaf Enterprises, Inc. ("New Leaf") will comply with the following sanitary requirements:

1. Any New Leaf agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any New Leaf agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. New Leaf's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in New Leaf's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. New Leaf's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. New Leaf will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. New Leaf's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. New Leaf's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. New Leaf's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. New Leaf will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. New Leaf acknowledges and understands that the Commission may require New Leaf to demonstrate the intended and actual use of any toxic items found on New Leaf's premises;

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

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

New Leaf will ensure that New Leaf's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

<u>Testing</u>
New Leaf will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by New Leaf for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of New Leaf's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of New Leaf's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

New Leaf's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of *the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. New Leaf acknowledges and understands that the Commission may require additional testing.

New Leaf's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both New Leaf and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

New Leaf will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. New Leaf acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of New Leaf's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12),

either by the Independent Testing Laboratory returning excess marijuana to New Leaf for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

<u>Quality Control Samples</u>

Quality Control Samples provided to employees may not be consumed on New Leaf's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. New Leaf will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";

2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, New Leaf will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

NEW LEAF

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

New Leaf Enterprises, Inc. ("New Leaf") will securely maintain personnel records, including registration status and background check records. New Leaf will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for New Leaf will undergo a detailed background investigation prior to being granted access to a New Leaf facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for New Leaf pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, New Leaf will consider:

a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, New Leaf will:
  a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, New Leaf will consider the following factors:
     i. Time since the offense or incident;
     ii. Age of the subject at the time of the offense or incident;
     iii. Nature and specific circumstances of the offense or incident;
     iv. Sentence imposed and length, if any, of incarceration, if criminal;
     v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
     vi. Relationship of offense or incident to nature of work to be performed;
     vii. Number of offenses or incidents;
     viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
     ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
     x. Any other relevant information, including information submitted by the subject.
  c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by New Leaf or the Commission.

Personnel Policies and Training

As outlined in New Leaf's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All New Leaf agents are required to complete training as detailed in New Leaf's Qualifications and Training plan which includes but is not limited to New Leaf's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

New Leaf will have a policy for the immediate dismissal of any dispensary agent who has:

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

NEW LEAF

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records
  Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of Commonwealth Filings
- Business Records
  Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over New Leaf.

- Personnel Records
  At a minimum, Personnel Records will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with New Leaf and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - New Leaf will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - New Leaf will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Sales Records for Marijuana Retailer

  - New Leaf will maintain records that is has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
  - Within ten (10) calendar days, New Leaf will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by New Leaf for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within New Leaf's jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, New Leaf will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two New Leaf agents present during the disposal or other handling, with their signatures. New Leaf will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if New Leaf is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - New Leaf will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)

  - Records that any and all of New Leaf's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - New Leaf shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event New Leaf closes, all records will be kept for at least two (2) years at New Leaf's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, New Leaf will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

  Policies and Procedures related to New Leaf's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of New Leaf's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - Alcohol, smoke, and drug-free workplace policies;
  - A plan describing how confidential information will be maintained;
  - Policy for the immediate dismissal of any dispensary agent who has:

        - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
        - Engaged in unsafe practices with regard to New Leaf operations, which will be reported to the Commission; or
        - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
    - A list of all board of directors, members, and executives of New Leaf, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on New Leaf's website.
    - Policies and procedures for the handling of cash on New Leaf premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
    - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
    - Policies and procedures for energy efficiency and conservation that will include:
        - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
        - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
        - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
        - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
    - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- <u>License Renewal Records</u>
    - New Leaf shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

NEW LEAF

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
    - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
        - Assets and liabilities;
        - Monetary transactions;
        - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
        - Sales records including the quantity, form, and cost of marijuana products; and
        - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over New Leaf.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
    - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
    - Prohibiting the use of software or other methods to manipulate or alter sales data;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
        - If New Leaf determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
    - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
    - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
    - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
    - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
    - New Leaf shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

New Leaf Enterprises, Inc. ("New Leaf") will ensure that all employees hired to work at a New Leaf facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. New Leaf will maintain a list of anticipated positions and their qualifications.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of New Leaf's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. A New Leaf Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program ("RVT") courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by New Leaf or by a third-party vendor engaged by the New Leaf. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All New Leaf Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

New Leaf Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
    - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
    - The amount of time to feel impairment;
    - Visible signs of impairment; and
    - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
    - How to check identification;
    - Spotting and confiscating fraudulent identification;
    - Common mistakes made in identification verification.
    - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting New Leaf Agents which shall include:
    - Conduct of New Leaf Agents;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Local and state licensing and enforcement, including registration and license sanctions;
    - Incident and notification requirements;
    - Administrative, civil, and criminal liability;
    - Health and safety standards, including waste disposal;
    - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
    - Permitted hours of sale;
    - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
    - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

New Leaf will encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. New Leaf's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each New Leaf Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for New Leaf to maintain designation as a Responsible Vendor. Once the New Leaf Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

New Leaf Enterprises, Inc. ("New Leaf") is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. New Leaf will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

New Leaf is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, New Leaf will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

New Leaf is in the process of considering opportunities for renewable energy generation (including wind and solar options). New Leaf's preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although New Leaf may reconsider at a future date. New Leaf will also consult with its architects and engineers when designing the facility to determine the building's capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

New Leaf is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, New Leaf will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

New Leaf also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. New Leaf will also coordinate with its utility companies to explore any energy efficiency options available to New Leaf.

NEW LEAF

New Leaf Enterprises, Inc.
Diversity Plan

Overview

New Leaf Enterprises, Inc. ("New Leaf") believes in creating and sustaining a robust policy of inclusivity and diversity. New Leaf recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. New Leaf is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, New Leaf has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in New Leaf's operations.

Goals

In order for New Leaf to promote equity for the above-listed groups in its operations, New Leaf has established the following goals:

1. Have a staff comprised of a minimum of 10% veterans;
2. Have a staff comprised of a minimum of 20% women;
3. Have a staff comprised of a minimum of 20% minorities;
4. Have a staff comprised of a minimum of 10% individuals who identify as LGBTQ+;
5. Have a staff comprised of a minimum of 5% people with disabilities; and
6. Provide annual funding of $500 to the Doors of Hope Opportunity & Open Diversity, Inc. ("D'HOOD") June Community Day event; and

Diversity Recruitment and Sourcing

New Leaf's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants. Measures that New Leaf will take include:

- Advertising employment opportunities and career fairs in diverse publications or other mediums, including bilingual newspapers for those who identify as minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+, and posting job options on public boards. At least one (1) advertisement will occur whenever a job becomes available, but not less than annually;
- Participating in or hosting job fairs with a focus on attracting individuals falling into the above-listed demographics. New Leaf hopes to host at least one (1) job fair annually in the City of Fall River;
- Provide an annual monetary donation of $500 to the D'HOOD June Community Day event; and
- Encouraging employees from diverse groups to refer applicants for employment.

NEW LEAF

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, New Leaf's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

New Leaf will offer promotions, career counseling, and training to provide employees with opportunity for growth and to decrease turnover. New Leaf will ensure that all employees are given opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions New Leaf will ensure that all employees receive opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, and management training. New Leaf anticipates hosting employee educational trainings at least twice annually.

Measuring Progress

The Chief Executive Officer at New Leaf will be responsible for auditing the Diversity Plan annually upon Provisional Certificate Renewal. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Number of employees identifying as from diverse backgrounds;
- Number of promotions for people falling into the above-listed demographics since initial licensure;
- Number of and type of educational trainings held for employees; and
- Document monetary donation to the D'HOOD June Community Day event.

Acknowledgements

- As identified above, New Leaf intends to donate to D'HOOD and acknowledges that D'HOOD has been contacted and will receive the donation described herein.
- New 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 New Leaf will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

April 25, 2022

Doors of Hope Opportunity & Open Diversity, Inc.
22 Buffinton Street
Fall River, Massachusetts 02720

Dear New Leaf Enterprises, Inc.,

I am writing you concerning a sponsorship opportunity with Doors of Hope Opportunity & Open Diversity, Inc. (D'HOOD). We are currently in the process of developing a Multicultural Arts & Entertainment Outreach Program for youth based in the City of Fall River. We are hosting our 2nd Annual Juneteenth Festival at Kennedy Park in Fall River for Saturday, June 18, 2022 and would absolutely love to gain the support of our local businesses. This event is a free event for the community and we are dependent on the generosity of sponsors like you. We would welcome the opportunity to accept sponsorship of our Juneteenth festival from New Leaf Enterprises, Inc.

Doors of Hope Opportunity & Open Diversity, Inc. is classified as a 501(c)(3) non-profit organization by the standards of the Internal Revenue Service (IRS). Therefore, your contribution may be tax-deductible to the full extent allowed by the law. Our Tax ID number is 83-0540038.

What is Juneteenth? Many people are unaware that the Emancipation Proclamation did not truly end slavery in the United States. Dating back to 1865, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery. It wasn't until June 19, 1865, that Union soldiers were finally able to reach Galveston, Texas with news that the war had ended and that the enslaved were now free. This was 2 ½ YEARS AFTER President Lincoln's Emancipation Proclamation.

The celebration of Juneteenth is important for everyone. Juneteenth celebrates African American freedom and achievement, while encouraging continuous self-development and respect for ALL cultures. Getting involved and supporting Juneteenth celebrations creates new bonds of friendship and understanding among us all. Juneteenth reminds us not only how far we have come, but also how much further we have to go. We must continue to work to create unity and equality regardless of race, religion or sexuality.

We are all one in spirit…We are one humanity!

Last year's festival brought approximately 400 people to the park throughout the day. Our vision for this year is to double that attendance and collaborate even more with neighboring cities and towns as we celebrate freedom, unity and progression.

We look forward to collaborating with you!

Sincerely,

Alicia Powell
President

Help Me, Help You, Help Us…

Alicia Powell, President
Dhoodinc4347@gmail.com
5086173379

Sponsor Receipt

May 24, 2022

Doors of Hope Opportunity & Open Diversity, Inc.
22 Buffinton Street
Fall River, Massachusetts 02720

Dear New Leaf Enterprises,

Thank you for your sponsorship to Doors of Hope Opportunity & Open Diversity, Inc. Your contribution is summarized as follows:

- **$500 Sponsorship for Juneteenth Festival**

Doors of Hope Opportunity & Open Diversity, Inc. is classified as a 501(c)(3) non-profit organization by the standards of the Internal Revenue Service (IRS). Therefore, your contribution may be tax-deductible to the full extent allowed by the law. Our Tax ID number is 83-0540038.

This receipt is for your records and serves as proof of your sponsorship.

Sincerely,

Alicia Powell
President