



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283153
Original Issued Date: 09/25/2020
Issued Date: 09/25/2020
Expiration Date: 10/25/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: ReLeaf Alternative Inc.

Phone Number: 508-942-1960
Email Address: conormcl63@gmail.com

Business Address 1: 34 Brentwood Drive
Business City: North Easton Business State: MA Business Zip Code: 02356
Business Address 2:
Mailing Address 1: 34 Brentwood Drive
Mailing City: North Easton Mailing State: MA Mailing Zip Code: 02356
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100
Role: Owner / Partner Other Role: President, Treasurer, Secretary, Director

First Name: Conor Last Name: McLaughlin 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: Conor Last Name: McLaughlin Suffix:

Types of Capital: Monetary/ Equity Other Type of Capital: Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 321 School Street

Establishment Address 2:

Establishment City: Mansfield Establishment Zip Code: 02048

Approximate square footage of the establishment: 3223 How many abutters does this property have?: 11

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	HCA Certification Form.pdf	pdf	5e2b1e1d61c9e9045a78ee27	01/24/2020
Community Outreach Meeting Documentation	ReLeaf_COM Documentation_Compiled.pdf	pdf	5e305fcfd29b0704447d481b	01/28/2020
Plan to Remain Compliant with Local Zoning	ReLeaf_Plan to Remain Compliant with Local Zoning_Mansfield.pdf	pdf	5ea1fd53d29ad9357159a188	04/23/2020

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

PLAN FOR POSITIVE IMPACT

Date generated: 09/24/2021

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	ReLeaf Plan for Positive Impact.pdf	pdf	5e308826fe55e40432f6d9d6	01/28/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: President, Treasurer, Secretary, Director

First Name: Conor Last Name: McLaughlin Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing_SOC.pdf	pdf	5e2b22c564339304b08fbb0f	01/24/2020
Bylaws	Bylaws of ReLeaf Alternatives Inc..pdf	pdf	5e2b239564339304b08fbb1a	01/24/2020
Department of Revenue - Certificate of Good standing	reLeaf Cert of Good Standing_DoR.pdf	pdf	5e3060ff5a2369047f222cb0	01/28/2020
Articles of Organization	reLeaf_Articles of Amendment.pdf	pdf	5e3065a37b9883042b36f300	01/28/2020
Articles of Organization	reLeaf_Articles of Organization.pdf	pdf	5e3065f581ae16046bec615d	01/28/2020
Secretary of Commonwealth - Certificate of Good Standing	ReLeaf_DUA Attestation.pdf	pdf	5ea19f1f81ed8a355b8dbd89	04/23/2020

No documents uploaded

Massachusetts Business Identification Number: 001360078

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	ReLeaf_Plan for Obtaining Liability Insurance.pdf	pdf	5e2b5d3161c9e9045a78efc6	01/24/2020
Business Plan	ReLeaf_Business Plan.pdf	pdf	5e30bbab7b9883042b36f588	01/28/2020
Proposed Timeline	ReLeaf_Proposed Timeline_Mansfield.pdf	pdf	5ea20292b3c49635509ee08c	04/23/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	ReLeaf_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5e2b61507b9883042b36e946	01/24/2020
Restricting Access to age 21 and older	ReLeaf_Plan for Restricting Access to Age 21 and Older.pdf	pdf	5e2b6158d29b0704447d3efe	01/24/2020
Security plan	ReLeaf_Security Plan.pdf	pdf	5e2b6161fe55e40432f6cf22	01/24/2020
Prevention of diversion	ReLeaf_Prevention of Diversion.pdf	pdf	5e2b617364339304b08fbc77	01/24/2020
Storage of marijuana	ReLeaf_Storage of Marijuana.pdf	pdf	5e2b617d61c9e9045a78efeb	01/24/2020
Transportation of marijuana	ReLeaf_Transportation of Marijuana.pdf	pdf	5e2b618602a6e704535293ed	01/24/2020
Inventory procedures	ReLeaf_Inventory Procedures.pdf	pdf	5e2b619169dc9d0456db556f	01/24/2020
Quality control and testing	ReLeaf_Quality Control and Testing.pdf	pdf	5e2b61a7d29b0704447d3f02	01/24/2020
Dispensing procedures	ReLeaf_Dispensing Procedures.pdf	pdf	5e2b61b1fe55e40432f6cf26	01/24/2020
Personnel policies including background checks	ReLeaf_Personnel Policies_Backgrounds Checks.pdf	pdf	5e2b61bb5a2369047f22239d	01/24/2020
Record Keeping procedures	ReLeaf_Recordkeeping Procedures.pdf	pdf	5e2b61c37b9883042b36e94c	01/24/2020
Maintaining of financial records	ReLeaf_Maintaining of Financial Records.pdf	pdf	5e2b61cf4fa2b0047569e3b0	01/24/2020
Qualifications and training	ReLeaf_Qualifications and Training.pdf	pdf	5e2b61d95a2369047f2223a1	01/24/2020
Diversity plan	ReLeaf_Diversity Plan.pdf	pdf	5ea1a6c2961ad539052c11b8	04/23/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

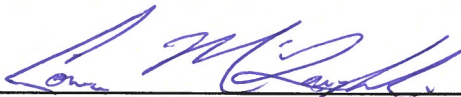
Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 10:00 PM
Saturday From: 9:00 AM	Saturday To: 10:00 PM
Sunday From: 9:00 AM	Sunday To: 9:00 PM

Host Community Agreement Certification Form

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

Applicant

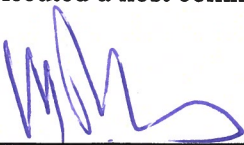
I, Conor McLaughlin certify as an authorized representative of reLeaf Alternative, Inc. that the applicant has executed a host community agreement with Town of Mansfield pursuant to G.L.c. 94G § 3(d) on July 19, 2019.



Signature of Authorized Representative of Applicant

Host Community

I, Kevin J. Dumas, certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Mansfield to certify that the applicant and the Town of Mansfield has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 19, 2019.



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Conor McLaughlin, (insert name) attest as an authorized representative of reLeaf Alternative, 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 December 2, 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 November 19, 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 November 18, 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 November 21, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

reLeaf Alternative
Commity Outreach Meeting

reLeaf Alternative
Commity Outreach Meeting

Name

Address

Email/Phone Number

[illegible]

To place an ad, log on to
thesunchronicle.com/admarket
 and click place an ad
 508-222-7018
 Fax: 508-236-0463

CLASSIFIED

LEGALS

Quinn St

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 4 Quinn Street, North Attleboro, Massachusetts

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Karen J. Pariseau and Francis Higgins to Mortgage Electronic Registration Systems, Inc. as Nominee for Quicken Loans Inc. and now held by Quicken Loans Inc., said mortgage dated April 23, 2012, and recorded in the Bristol County (Northern District) Registry of Deeds, in Book 20134 at Page 258, as affected by an Assignment of Mortgage dated June 5, 2018, and recorded with said Deeds in Book 24498 at Page 280, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on December 3, 2019, at 2:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

Land Situated in the County of Bristol in the State of MA

THE LAND IN NORTH ATTLEBOROUGH, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATED ON THE SOUTHERLY SIDE OF QUINN STREET, SO-CALLED, AND BEING LOTS NO. 38 AND 41, AS SHOWN ON THAT PLAN ENTITLED 'SECTION ONE OF THE ELZEAR PLANTE PLAT, NORTH ATTLEBOROUGH, MASS., JULY 1952, THE W.T. WHALEN ENG. CO.', WHICH PLAN IS RECORDED WITH BRISTOL COUNTY (NORTHERN DISTRICT) REGISTRY OF DEEDS, PLAN BOOK 53, PAGE 68, AND TO WHICH REFERENCE MAY BE HAD SAID LOTS BEING BOUNDED AND DESCRIBED, IN ONE PARCEL AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID STREET AT THE NORTHEAST CORNER OF LOT NO. 37 ON SAID PLAN; THENCE RUNNING SOUTHERLY BY SAID LOT NO. 37, 100 FEET; THENCE TURNING AT A RIGHT ANGLE AND RUNNING EASTERLY, 128 FEET TO A WAY SHOWN ON SAID PLAN; THENCE RUNNING NORTHERLY BY SAID WAY, 90 FEET TO A POINT OF TANGENCY; THENCE RUNNING NORTHWESTERLY BY A CURVE WITH 1.0 FOOT RADIUS TO THE SOUTHERLY LINE OF SAID QUINN STREET; THENCE RUNNING BY SAID STREET, 118 FEET TO THE POINT OF BEGINNING.

I/We hereby expressly reserve my rights of Homestead, if any, and I/We do not wish to terminate my/ our Homestead by granting the within Mortgage, notwithstanding any language contained therein to the contrary, which language is intended formerly subordinate my/our right of Homestead to this mortgage only.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see deed dated March 28, 2003, and recorded in Book 11847 at Page 219 with the Bristol County (Northern District) Registry of Deeds.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

TEN THOUSAND (\$10,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check

LEGALS

Releaf

NOTICE OF COMMUNITY OUTREACH MEETING RELEAF ALTERNATIVE INC.

Notice is hereby given that reLeaf Alternative, Inc. will hold a Community Outreach Meeting on **December 2, 2019** at Holiday Inn, 31 Hampshire Street, Mansfield, MA 02048 at **5:00 PM** to discuss the proposed siting of an Adult Use Marijuana Establishment at 321 School Street, Mansfield, MA 02048 in accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commissions regulations at 935 CMR 500.000 et seq.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.
 11/19/2019

LEGALS

Property Tax

TOWN OF WRENTHAM BOARD OF SELECTMEN PUBLIC HEARING NOTICE

The Board of Selectmen will hold a Public Hearing on Property Tax Classification on Tuesday, December 3, 2019 at 6:50 p.m. in the second floor conference room at 79 South Street (Town Hall).

The Property Tax Classification allows a shift of the tax burden within the different classes of property according to use. The law allows a shift from the residential class to commercial, industrial and personal property as long as these are increased no more than 150 (150%) percent.

All interested parties are invited to attend this Public Hearing, at which time they will be given the opportunity to present oral or written comments.

WRENTHAM BOARD OF SELECTMEN
 Kevin A. Sweet, Town Administrator
 11/19/2019

LEGALS

Marijuana Use



PUBLIC HEARING NOTICE REHOBOTH PLANNING BOARD

In accordance with M.G.L. Chapter 40A, Section 11 as amended, the Planning Board will hold a public hearing on **December 4, 2019 at 7:15 p.m.** at the Rehoboth Town Offices, 148 Peck Street, Rehoboth, MA, on the application for Ellen Realty Trust under the provisions of Chapter E, Section 10.0, **Marijuana Use Special Permit** of the Town of Rehoboth Zoning By-Laws for the "proposed construction of a renovation of a 4,000+/- (footprint) building, including parking lot, landscaping, stormwater management system and associated improvements", Map 1, Lots 13, 150 Barney Ave., Rehoboth, MA 02769 A copy of the application and plan are on file at the Planning Office, Town Offices, 148 Peck Street, Rehoboth, MA 02769.

LEG

Crompton



COMMONWEALTH OF
 LAND C
 DEPARTMENT OF T
 19 SM 0

ORDER OF

TO:
 Lorraine C. Crompton

and to all persons entitled
 Servicemembers Civil Relief Act

Specialized Loan Servicing LLC

claiming to have an interest i
 property in Attleboro, numbers
 Lorraine C. Crompton and Harol
 Home Mortgage, dated July 31,
 Bristol County (Northern Distric
 Document No. 97376, and noted
 as affected by Loan Modification
 2015 and filed in said Registry a
 noted on Certificate Title No. 91
 by assignment, has/have filed w
 determination of Defendant's/D
 status.

If you now are, or recently have
 service of the United States of
 entitled to the benefits of the Ser
 If you object to a foreclosure of tl
 on that basis, then you or your
 appearance and answer in this
 Square, Boston, MA 02108 on o
 16, 2019 or you may lose the
 foreclosure on the ground of nonc

Witness, GORDON H. PIPER, C
 October 29, 2019.

Attest:
 Deborah J. Patterson
 Recorder
 11/19/2019

AUTO WANTED

WANTED Junk or Unwanted
 Cars or Trucks. Will pick up &
 pay \$\$\$ FOGERTY'S
 TOWING & AUTO SALVAGE.
 NORTON. Call 508-285-7440.

AUTOS FOR SALE

2008 CHRYSLER SEBRING -
 White 4 door, excellent
 condition. \$3,000. Call 508-
 406-1280

BUSINESS SERVICES

ACE LANDSCAPING

**NOTICE OF COMMUNITY OUTREACH MEETING
RELEAF ALTERNATIVE INC.**

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Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

ATTACHMENT B

From: [Phellip Fonseca](#)
To: mstaples@mansfieldma.com
Cc: [Madison Taylor](#); [Rebecca Rutenberg](#)
Subject: NOTICE OF COMMUNITY OUTREACH MEETING
Date: Monday, November 18, 2019 10:03:27 AM
Attachments: [reLeaf Alternative - Mansfield Outreach - 12.2.19.docx](#)

Good Afternoon,

Attached please find a notice for ReLeaf's Community Outreach Meeting on December 2, 2019. Pursuant to 935 CMR 500, we are required to provide notice of this meeting to the Town Clerk's Office 14 days prior to the meeting. Please confirm receipt.

Kind regards,

Phil Fonseca

Licensing Specialist Assistant

Vicente Sederberg LLP

2 Seaport Ln. 11th Floor

Boston, MA 02210

Main: 617-934-2121

p.fonseca@VicenteSederberg.com

VicenteSederberg.com

[Confidentiality Notice](#)

**NOTICE OF COMMUNITY OUTREACH MEETING
RELEAF ALTERNATIVE INC.**

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Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

ABUTTERS CERTIFICATION FORM

THIS FORM IS TO BE ATTACHED TO ANY APPLICATION FILED WITH THE TOWN OF MANSFIELD ZONING BOARD OF APPEALS (ZBA), CONSERVATION COMMISSION, BOARD OF HEALTH, PLANNING BOARD AND THE BOARD OF SELECTMEN.

THE ASSESSORS OFFICE MAY TAKE A MINIMUM OF 5 WORKING DAYS TO REVIEW AND CERTIFY THIS APPLICATION FORM, SO PLEASE PLAN AHEAD.

THE MANSFIELD ZONING BOARD OF APPEALS REQUIRES 300 FEET.

THE MANSFIELD PLANNING BOARD REQUIRES 300 FEET.

THE MANSFIELD CONSERVATION COMMISSION REQUIRES 100 FEET.

THE MANSFIELD PLANNING BOARD REQUIRES 300 FEET.

PLEASE CHECK WITH ANY OTHER DEPARTMENT ON THE REQUIREMENTS FOR YOUR APPLICATION.

RECEIVED
BOARD OF ASSESSORS
2019 NOV 18 PM 2:27
MANSFIELD, MASSACHUSETTS
[Signature]

NAME/ADDRESS/MAP & PARCEL NUMBER OF THE OWNER OF THE PROPERTY WHICH IS THE SUBJECT OF THE APPLICATION:

SUBJECT PROPERTY OWNER(S): Mansfield Country Square LLC

SUBJECT PROPERTY ADDRESS: 321 School Street

SUBJECT PROPERTY MAP: 12, PARCEL(S) 12

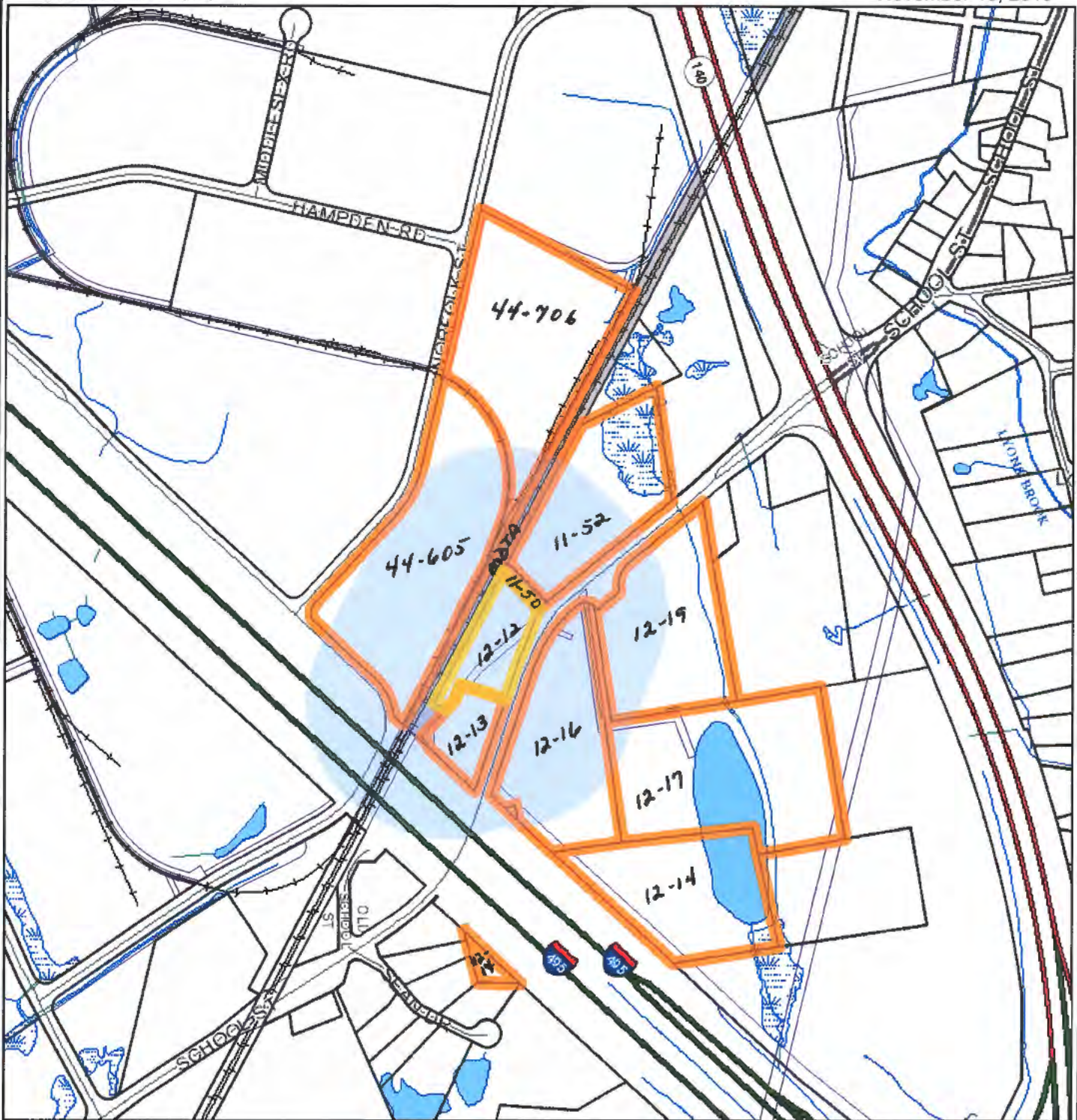
NAME OF APPLICANT Rebecca Rutenberg; rebecca@vicentesederberg.com PHONE NO. 610-675-5958

REASON: Community outreach meeting per 935 CMR 500

321 School Street, Mansfield

Mansfield GIS Viewer

November 18, 2019



- Easements
- Parcels

Map 12, Parcel 12
500 feet of abutters



1" = 752 ft



Horizontal Datum: MA Stateplane Coordinate System, Spheroid GRS1980, Datum NAD83, Units Feet.

Planimetric and topographic basemap features compiled at 1"=40' and 1"=100' scale from April, 2001 Aerial Photography. Building and Roadway Pavement features updated from April, 2013 Aerial Photography.

Aerial Photography: April, 2015.

Parcels compiled through a "best-fit" methodology to match the basemap; revisions are ongoing.

The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition, regulatory interpretation, or property conveyance purposes.

Data and information is provided by the GIS system, with the understanding that it is not guaranteed to be correct or complete. All data is subject to change and periodic updates. The Town of Mansfield makes no claims, representations or warranties, express or implied, concerning the validity, reliability or the accuracy of the GIS data and GIS data products furnished by the Town, specifically including the implied or expressed validity of any uses of such data.

321 School Street, Mansfield

ATTACHMENT C

Map-1 of Owner	Co-Owner	Owner Address	Owner City
44-60			
44-70			
11-50			
12-14			
12-17			
12-19			
12-16			
11-52			
12-12			
12-13			

500 feet of abutters

U.S. Postal Service CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	Postmark Here _____ _____ _____ _____ _____

U.S. Postal Service CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	\$ _____
Postage \$ _____	\$ _____
Total \$ _____	\$ _____
Sent _____	\$ _____
Street _____	\$ _____
City, _____	\$ _____

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	TON MA 0226

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery Fee: \$ _____	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
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PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

ReLeaf Alternative Inc. (“ReLeaf”) will remain compliant at all times with the local zoning requirements set forth in Mansfield’s Zoning By-law. In accordance with Zoning By-law Section 230-3.4 M, ReLeaf’s proposed Marijuana Retailer is located in the Route 140 Industrial 1 Retail Recreational Marijuana Overlay District designated for a Marijuana Retailer.

ReLeaf’s premises will be designed to be compatible with other buildings in the area and to mitigate any adverse visual or design impacts that might result from required security measures and restrictions on visibility into the building’s interior. In addition, the retail facility will provide a secure indoor waiting area for consumers and will not create a substantial adverse impact on nearby residential uses.

In compliance with Mansfield’s Zoning By-law, the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or any of grades 1 through 12 or a day-care center.

As required by Mansfield’s Zoning By-law, ReLeaf received a Special Permit from the Planning Board on December 11, 2019. In accordance with Section 230-5.5 of the Zoning By-law, the Special Permit shall lapse within two years of recording of the special permit with the Town Clerk if a substantial use of the permit has not commenced sooner, except with good cause. ReLeaf may seek two six-month extensions of the two-year time frame, in a written request made to the Town before the Special Permit expires. ReLeaf will comply with all Special Permit conditions and standards required to operate a Marijuana Retailer at ReLeaf’s proposed location.

ReLeaf will provide the Building Inspector, Police and Fire Departments, and the Board of Health with the name, telephone number and electronic mail address of a contact person, in the event that such person needs to be contacted after regular business hours to address an urgent issue. In addition, notification will be provided in writing to the Police and Fire Departments, Building Inspector, Board of Health, and the Planning Board within a minimum 12 hours following a violation, potential violation, or any attempts to violate any applicable law, or any criminal, potential criminal, or attempted criminal activities.

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

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

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

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

To support such populations, ReLeaf has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of Brockton, Taunton, and Mansfield, which the Commission has identified as geographic areas of disproportionate impact.

Goals

In order for ReLeaf to positively impact past or present residents of Taunton and Mansfield, ReLeaf has established the following goals:

1. Hiring at least 25% of staff who are past or present residents of Taunton and Mansfield;
2. Working directly with the Town of Mansfield to coordinate workforce development initiatives, including quarterly employment seminars; and
3. Providing an annual contribution of \$10,000 to the Old Colony YMCA to support their programs and services in geographic areas of disproportionate impact including Brockton that provide direct support for individuals, youth, and families suffering from addiction. A letter from the Old Colony YMCA indicating their willingness to accept this contribution is attached.

Programs

ReLeaf has developed specific programs to effectuate its stated goals to positively impact past or present residents of Mansfield and its surrounding communities. Such programs will include the following:

1. Advertising open job positions as they become available (but not less than annually) in the Taunton Gazette and Mansfield News;
2. Contributing \$10,000 per year to the Old Colony YMCA; and
3. Coordinating quarterly employment seminars directed towards past or present residents of Taunton and Mansfield.
 - a. Employment seminars will be advertised in the Taunton Gazette and Mansfield News;
 - b. ReLeaf will be able to accommodate at least ten (10) individuals at each educational seminar;
 - c. Participants in the employment seminars will be required to attest that they are a past or present resident of Taunton or Mansfield;

- d. Employment seminars will cover such topics as resume development; interview and workforce preparation; and best practices for marijuana retailers.
- e. ReLeaf will also use the employment seminars as an opportunity to collect resumes from interested candidates for open positions.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure ReLeaf continues to meet its commitments. Such measurable outcomes, in accordance with ReLeaf's goals and programs described above, include:

- Documenting any and all advertisements placed in the Taunton Gazette or Mansfield News for open positions (which shall occur not less than annually);
- Documenting, in accordance with generally accepted accounting principles, ReLeaf's annual donation of \$10,000 to the Old Colony YMCA;
- Documenting all employment seminars held, including the advertisements placed, number of participants, and any resumes received as a result; and
- Undergoing a twice annual demographics analysis of ReLeaf's workforce, as supported by voluntary employee surveys.

Beginning upon receipt of ReLeaf's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, ReLeaf will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Executive Officer will review and evaluate ReLeaf's measurable outcomes no less than twice annually to ensure that ReLeaf is meeting its commitments. ReLeaf is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, ReLeaf intends to contribute to the Old Colony YMCA and acknowledges that the Old Colony YMCA has been contacted and will receive the contributions described herein.
- ReLeaf 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 ReLeaf will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

October 21, 2019

Conor McLaughlin
reLeaf Alternative, Inc.
323 Manley St,
West Bridgewater, MA 02379

Dear Mr. McLaughlin,

Since 1887, the Old Colony Y has provided programs and services designed to help people of all ages and abilities build healthy spirits, minds, and bodies. We offer a full range of recreational, educational and fitness programming and activities that stress positive values to enrich the individual, strengthen the family, and enhance the quality of life for all community members. Services provided at OCY include health and fitness programs, competitive sports, swimming instruction, leadership and character development training, childcare, after-school programs, mentoring, and comprehensive summer camping programs. In addition, we have operated a Social Service Branch since 1972, providing residential and community-based treatment, shelter and wraparound services for families experiencing homelessness and licensed mental health and substance abuse services.

A main component of our work in social services includes direct support for individuals, youth, and families suffering from addiction. Old Colony YMCA is willing to accept financial help and assistance in programs, volunteer hours and other charitable donations from reLeaf Alternative, Inc., an Adult use recreational marijuana retail operation looking to be based at 321 School St., Mansfield, MA, among other possible locations. Any charitable funds will be restricted for the sole purpose of providing services and treatment to those affected by substance abuse. Funds contributed by reLeaf Alternative, Inc. will be earmarked for use within the Brockton and Easton branch.

Sincerely,

Vincent J. Marturano
President & CEO
Old Colony YMCA



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

William Francis Galvin
Secretary of the
Commonwealth

Date: January 17, 2020

To Whom It May Concern :

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

RELEAF ALTERNATIVE INC.

is a domestic corporation organized on **December 20, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

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

Secretary of the Commonwealth

Certificate Number: 20010395390

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

Processed by:

**BYLAWS
OF
RELEAF ALTERNATIVE INC.
(A MASSACHUSETTS CORPORATION)**

ARTICLE I

DEFINITIONS

The following terms used in these Bylaws of the Company shall have the following meanings:

“Act” shall mean the Massachusetts Business Corporation Act, as amended, Massachusetts General Laws Chapter 156D.

“Articles of Organization” shall mean the Articles of Organization of the Company as filed with the Secretary of the Commonwealth of Massachusetts, as amended from time to time.

“Bylaws” shall mean these Bylaws, as amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

“Company” shall mean ReLeaf Alternative Inc., a Massachusetts corporation.

“Directors and Board of Directors” shall mean one or more directors. References to the Directors in the plural shall also, where the context so requires, be deemed to include the singular. **“Board”** shall mean the Company’s Board of Directors comprised of the number of Directors specified in Section 6.1 of these Bylaws.

“Fiscal Year” shall mean the calendar year ending on December 31st.

“Major Actions” shall mean the actions described in Section 6.2 of these Bylaws.

“Officer or Officers” shall mean the President or any other Officer of the Company.

“Proceeding” shall have the meaning set forth in Section 12.1 of these Bylaws.

“Shares” shall mean all currently held and outstanding shares of the Company.

“Shareholders” shall mean the Shareholders listed on Schedule A hereto.

ARTICLE II

ARTICLE OF ORGANIZATION; OFFICES

2.1 Articles of Organization. The name of the corporation shall be ReLeaf Alternative Inc. These Bylaws (the **“Bylaws”**), the powers of the Company and of its directors and Shareholders, and all matter concerning the conduct and regulation of the business of the Company shall be subject to the Articles of Organization. All references in these Bylaws to the Articles of Organization shall mean the Articles of Organization of

the Company, as from time to time in effect. All references in these Bylaws to the Massachusetts Business Corporation Act shall mean Massachusetts General Laws Chapter 156D, as amended from time to time (the “**Act**”).

2.2 Registered Office. The registered office of the corporation in the Commonwealth of Massachusetts shall be 323 Manley Street, West Bridgewater, MA 02379 or in such other location as the Board of Directors of the Company may from time to time determine, or the business of the Company may require.

2.3 Other Offices. The Company shall also have and maintain an office or principal place of business at such place as may be affixed by the Board of Directors.

ARTICLE IV

BUSINESS OF THE COMPANY

4.1 Business. The business of the Company shall be:

(a) To accomplish any lawful business whatsoever as determined by the Shareholders and Board of Directors.

ARTICLE V

SHAREHOLDERS

5.1 Annual Meeting. The annual meeting of the Shareholders shall be held on such date and time as may be designated from time to time by the Board of Directors. Except as otherwise may be provided in the Articles of Organization, purposes for which an annual meeting is to be held, in addition to the election of directors, may be specified by the board of directors or by the President and stated in the notice of the meeting.

5.2 Special Meetings.

(a) Special meetings of the Shareholders of the Company may be called, for any purpose or purposes, by (i) President; or (ii) the Board of Directors pursuant to a resolution adopted by directors representing a quorum of the directors serving on the Board of Directors or (iii) by the Shareholders, and shall be held in such place, on such date, and at such time as the Board of Directors shall affix.

(b) If a special meeting is properly called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by telegraphic or other facsimile transmission to the Chairman of the Board of Directors or the President. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than two (2) nor more than four (4) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving

the request shall cause notice to be given to the Shareholders entitled to vote, in accordance with the provisions of Section 5.3 of these Bylaws. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of Shareholders called by action of the Board of Directors may be held.

5.3 Notice of Meeting. Except as otherwise provided by law, notice, given in writing or by electronic transmission, of each meeting of Shareholders shall be given not less than two (2) nor more than four (4) days before the date of the meeting to each shareholder entitled to vote at such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, and the means of remote communications, by which Shareholders and proxyholders may be deemed to be present in person and vote at any such meeting. If mailed, notice is given when deposited with an overnight courier service (FedEx, UPS, etc.), directed to the shareholder at such shareholder's address as it appears on the records of the corporation. Notice of the time, place, if any, and purpose of any meeting of Shareholders may be waived in writing, signed by the person entitled to notice thereof or by electronic transmission by such person, either before or after such meeting, and will be waived by any shareholder by his or her attendance thereat in person, by remote communication, if applicable, or by proxy, except when the shareholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any shareholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

5.4 Quorum. At all meetings of shareholder, except where otherwise provided by the Act or by the Articles of Organization, or by these Bylaws, the presence, in person, by remote communication, or by proxy duly authorized, of the holders of a majority in interest of the outstanding Shares of stock entitled to vote shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of Shareholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the Shares represented thereat, but no other business shall be transacted at such meeting. The Shareholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum. Except as otherwise provided by the Act, or by the Articles of Organization or these Bylaws, in all matters, including the election of directors for the Board of Directors, the affirmative vote of a majority in interest of the outstanding Shares present in person, by remote communication, or represented by proxy duly authorized at the meeting and entitled to vote generally on the subject matter shall be the act of the Shareholders.

5.5 Remote Participation. Shareholders and proxyholders not physically present at a meeting of Shareholders may participate in a meeting of Shareholders, be deemed present in person, and vote at a meeting of Shareholders, by means of remote communication, subject to such guidelines and procedures as the board of directors

may adopt. Such guidelines and procedures shall include reasonable measures (i) to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder, and (ii) to provide such Shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. If any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, the Company shall maintain a record of such vote or other action.

5.6 List of Shareholders. The Secretary shall prepare and make, at least one (1) day before every meeting of Shareholders, a complete list of the Shareholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each shareholder and the number of Shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting. The list shall be open to examination of any Shareholders during the time of the meeting as provided by law.

5.7 Action Without Meeting; Action by Consent.

(a) Unless otherwise provided in the Articles of Organization, any action required by statute to be taken at any annual or special meeting of the Shareholders, or any action which may be taken at any annual or special meeting of the Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, or by electronic transmission setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Shares entitled to vote thereon were present and voted.

(b) Every written consent or electronic transmission shall bear the date of signature of each shareholder who signs the consent, and no written consent or electronic transmission shall be effective to take the corporate action referred to therein unless, within thirty (30) days of the earliest dated consent delivered to the corporation in the manner herein required, written consents or electronic transmissions signed by a sufficient number of Shareholders to take action are delivered to the corporation by delivery to its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of Shareholders are recorded. Delivery made to a corporation's registered office shall be by hand or by overnight courier service (FedEx, UPS, etc.).

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Shareholders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of Shareholders to take action were delivered to the corporation as provided in Section 7.04 of the Act. If the action to which the Shareholders consented is such as would have

required the filing of a certificate under any section of the Act if such action had been voted on by Shareholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of Shareholders, that written consent has been given in accordance with Section 7.04 of the Act.

(d) An electronic mail, facsimile or other electronic transmission consenting to an action to be taken and transmitted by a shareholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section, provided that any such electronic mail, facsimile or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the electronic mail, facsimile or other electronic transmission was transmitted by the shareholder or proxyholder or by a person or persons authorized to act for the shareholder and (ii) the date on which such shareholder or proxyholder or authorized person or persons transmitted such electronic mail, facsimile or electronic transmission. The date on which such electronic mail, facsimile or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

ARTICLE VI

DIRECTORS

6.1 Number and Term of Office. The Company's affairs shall be overseen by a Board of Directors. The Company shall initially have one (1) Director whose name is set forth in Schedule B hereto. The number of authorized Directors shall be no greater than six (6) as may be determined by the Directors from time to time. The Board of Directors shall be comprised of individuals elected by the Shareholders. Each Director shall hold office until such time that said Director resigns or is removed pursuant to Section 6.3 of these Bylaws.

6.2 Powers of the Board of Directors; Major Actions. The business and affairs of the Company shall be managed under the direction and supervision of the Board of Directors, except as may be provided otherwise by the Act or the Articles of Organization.

6.3 Resignation, Removal, Vacancy. A director may resign at any time by delivering written notice of resignation to the board of directors or the Company. Except as otherwise provided by the Act, the Articles of Organization, or these bylaws: (i) the Shareholders may remove one or more directors with or without cause, (ii) the Shareholders shall fill any vacancy on the Board of Directors by a vote of the Shareholders.

6.4 Regular Meetings. Regular meetings of the Board of Directors may be held without call or formal notice at such places and at such times as the Board of Directors may decide from time to time. A regular meeting of the Board of Directors may be held without call or formal notice immediately after and at the same place as the annual meeting of the Shareholders, or the special meeting of the Shareholders held in place of such annual meeting.

6.5 Special Meetings. Special meeting of the Board of Directors may be held at any time and at any place when called by the President. Notice of such meeting shall be given to each director by the President or Secretary. Such notice (i) must be given at least two (2) days prior to the date of the special meeting, and (ii) need not described the purpose of the meeting unless otherwise required by the Articles of Organization or these Bylaws.

6.6 Waiver of Notice. A director may waive notice of any directors' meeting before or after the date of the meeting. The waiver shall be in writing and may be transmitted electronically from the directors associated email account. The waiver shall be filed with the minutes or corporate records.

6.7 Quorum and Voting. A majority in interest shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice, If a quorum is present when a vote is taken, the affirmative vote of a majority is the act of the Board of Directors.

6.8 Action Without Meeting. Unless otherwise restricted by the Articles of Organization or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

6.9 Remote Participation. Members of the Board of Directors may participate in a meeting of the Board of Directors or conduct any such meeting, through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

ARTICLE VII

OFFICERS

7.1 Officers Designated. The officers of the Company shall consist of a President, Treasurer and Secretary, who shall be elected by the Board of Directors, and such other officers as the Board of Directors may appoint.

7.2 Tenure and Duties of Officers.

(a) All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected or appointed and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors, or by the President if so authorized by the Board of Directors.

(b) President. The President shall be the chief executive officer of the Company and shall, subject to the direction of the Board of Directors, have general supervision and control of the Company's business and operations. Unless otherwise provided by the Board of directors, the President shall preside at all meetings of the Shareholders and of the Board of Directors.

(c) Treasurer. The Treasurer shall have general charge of the financial concerns of the Company. The Treasurer shall keep, or cause to be kept, accurate books and records of the financial state of the Company.

(d) Secretary. The Secretary shall keep a record of all meetings of the Shareholders, Board of Directors, or executive meetings. The Secretary shall preside at all meetings of the Shareholders, Board of Directors and executives.

7.3 Resignations. Any officer may resign at any time by giving notice in writing or by electronic transmission notice to the Board of Directors. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

7.4 Removal. Any officer may be removed from office at any time, for cause, by the unanimous affirmative vote of the Board of Directors, or by the unanimous written or electronic consent of the Board of Directors in office at the time.

ARTICLE VIII

SHARES OF STOCK

8.1 Form and Execution of Certificates. The Shares of the Company shall be represented by certificates, or shall be uncertificated. Certificates for the Shares of stock, if any, of the Company shall be in such form as is consistent with the Articles of Organization and applicable law. Any stock certificate issued by the corporation will note conspicuously that the Company is a corporation pursuant to the Act. Every holder of Shares of stock in the Company represented by certificate shall be entitled to have a certificate signed by or in the name of the corporation by any two authorized officers of the corporation, including but not limited to the President and Treasurer, certifying the number of shares owned by him or her in the Company. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he or she were such officer, transfer agent, or registrar at the date of issue.

8.2 Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The Company may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or the owner's legal representative, to agree to indemnify the Company in such manner as it shall require against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

ARTICLE IX

DIVIDENDS

9.1 Declaration of Dividends. Dividends upon the stock of the Company, subject to the provisions of the Articles of Organization and applicable law, if any, may be declared by the Board of Directors upon an affirmative vote of a majority, and pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Organization, the Act, and applicable law.

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

ARTICLE X

INDEMNIFICATION

10.1 Indemnification of Directors, Executive Officers, Employees and Other Agents. The Company shall indemnify and hold harmless each present or former Director or Officer of the Company to the fullest extent permitted by law, subject to such determination as the law may require that indemnification is permissible, for any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal (“**Proceeding**”), against such Director or Officer in his or her capacity as such. The Company may, before final disposition of any Proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or Officer who is a party to a Proceeding to the extent permitted by law. Nothing in this Section shall affect any rights to indemnification to which any person may be entitled by contract or otherwise under law. No amendment or repeal of any provisions of this Section shall adversely affect the right of a person to indemnification under this Section with respect to his or her acts or omissions that occurred at any time prior to such amendment or appeal.

ARTICLE XI

MISCELLANEOUS

11.1 Headings. Section and other headings contained in these Bylaws are for reference purposes only and are not intended to describe, interpret, define or limit the scope of these Bylaws or any provisions hereof.

11.2 Governing Law; Jurisdiction.

(a) These Bylaws and all matters arising herefrom or with respect hereto shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles thereof that would require the application of a different law.

(b) Any suit, action or proceeding related to these Bylaws, or any judgment entered by any court related to these Bylaws, may be brought only in any federal or state court of competent jurisdiction in Commonwealth of Massachusetts, and the parties hereby submit to the exclusive jurisdiction of such courts. The parties irrevocably waive any objections which they may now or hereafter have to the laying of venue of any suit, action or proceeding brought in any court of competent jurisdiction in the Commonwealth of Massachusetts, and hereby irrevocably waive any claim that any such action, suit or proceeding has been brought in an inconvenient forum. THE SHAREHOLDERS AND THE COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY.

11.3 Amendments. These bylaws may be amended or repealed by the Shareholders. If authorized by the Articles of Organization, the Board of Directors may

also make, amend, or repeal these Bylaws in whole or in part, except with respect to any provision of these Bylaws which, by an express provisions of the Act, the Articles of Organization, or these Bylaws, require action by the Shareholders.

SCHEDULE A
SHAREHOLDERS

Shareholder:

Ownership:

Conor McLaughlin
[INSERT]
[INSERT]

100%

Total: **100%**

SCHEDULE B
BOARD OF DIRECTORS

Conor McLaughlin



Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L2078037056
Notice Date: January 24, 2020
Case ID: 0-000-812-826



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CONOR MCLAUGHLIN
RELEAF ALTERNATIVE INC.
34 BRENTWOOD DR
NORTH EASTON MA 02356-2205

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Articles of Amendment

(General Laws, Chapter 156D, Section 10.06; 950 CMR 113.34)

Identification Number: 001360078

1. Exact name of corporation: KELTIC RESOURCES INC.

2. Registered office address: 34 BRENTWOOD DRIVE NORTH EASTON , MA 02356 USA

These Articles of Amendment affecting article(s):

☒ Article 1 ☐ Article 2 ☐ Article 3 ☐ Article 4 ☐ Article 5 ☐ Article 6

(Specify the number(s) of articles being amended(I-VI))

4. Date adopted: 3/19/2019

5. Approved by:

☒ the incorporators.

or

☐ the board of directors without shareholder approval and shareholder approval was not required.

or

☐ the board of directors and the shareholders in the manner required by law and the articles of organization.

6. State article number and text of the amendment.

ARTICLE I

The exact name of the corporation, **as amended**, is:
(Do not state Article I if it has not been amended.)

RELEAF ALTERNATIVE INC.

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

Amendments to Article III cannot be filed on-line at this time

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class, **if amended**. 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.

(Do not state Article IV if it has not been amended.)

ARTICLE V

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

(Do not state Article V if it has not been amended.)

ARTICLE VI

As amended, other lawful provisions for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

(Do not state Article VI if it has not been amended.)

The amendment shall be effective at the time and on the date approved by the Division, unless, a *later* effective date not more than *ninety days* from the date and time of filing is specified:

Later Effective Date: Time:

Signed by CONOR MCLAUGHLIN, its PRESIDENT
on this 20 Day of March, 2019

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:

March 20, 2019 01:39 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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: 001360078

ARTICLE I

The exact name of the corporation is:

CELTIC SOLUTIONS 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:

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
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	1,000	\$0.00	100

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: CT CORPORATION SYSTEM
No. and Street: 155 FEDERAL STREET SUITE 700
City or Town: BOSTON State: MA Zip: 02110 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	CONOR MCLAUGHLIN	34 BRENTWOOD DRIVE NORTH EASTON, MA 02356 US
TREASURER	CONOR MCLAUGHLIN	34 BRENTWOOD DRIVE NORTH EASTON, MA 02356 US
SECRETARY	CONOR MCLAUGHLIN	34 BRENTWOOD DRIVE NORTH EASTON, MA 02356 US
DIRECTOR	CONOR MCLAUGHLIN	34 BRENTWOOD DRIVE NORTH EASTON, MA 02356 US

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:
RETAIL ESTABLISHMENTS

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

No. and Street: 34 BRENTWOOD DRIVE
City or Town: NORTH EASTON State: MA Zip: 02356 Country: USA

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

No. and Street: 34 BRENTWOOD DRIVE

City or Town: NORTH EASTON

State: MA

Zip: 02356

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 20 Day of December, 2018 at 11:55:07 AM 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.)*

CONOR MCLAUGHLIN

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:

December 20, 2018 11:51 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

Signed under the pains and penalties of perjury, I, Conor McLaughlin, an authorized representative of ReLeaf Alternative Inc., certify that ReLeaf Alternative 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.

Conor McLaughlin

4/22/2020
Date

Name: Conor McLaughlin

Title: President

Entity: ReLeaf Alternative Inc.

PLAN FOR OBTAINING LIABILITY INSURANCE

ReLeaf Alternative Inc. (“ReLeaf”) 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. ReLeaf will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, ReLeaf 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. ReLeaf 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.



RELEAF ALTERNATIVE, INC.

BUSINESS PLAN

January 28, 2020

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

ReLeaf Alternative, Inc. (“ReLeaf”) 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 is to provide quality education, experience and service to the town of Mansfield by selling organically grown cannabis in a safe environment.

What Drives Us

ReLeaf’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 ReLeaf’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.

What Sets Us Apart

We take an obligation to educate our consumers and the community at large. We will provide an array of educational opportunities to qualified customers, as well as the general public.

- Rock solid financials with no debt.
- Rapid revenue stream for the town of Mansfield.
- ReLeaf will be establishing a banking relationship with Gardner Federal Credit Union.
- Charitable donations to specific programs in the community as determined in consultation with stakeholders in the Town of Mansfield.
- 100 voluntary community service hours by ReLeaf employees.
- Educational curriculum in schools to teach students about drug use prevention.
- Priority status employment opportunities for the residents of Mansfield.

General

ReLeaf intends to create 12 full-time staff positions within the first three years of operation as well as part-time employment opportunities. As a licensed marijuana retail establishment, we will provide the Mansfield community with a variety of cannabis products and services. It is our mission to provide education to the consumer on safe cannabis consumption. ReLeaf has a strong moral obligation to responsibly serve patrons safely and securely. We will be heavily focused on charitable activities within the town of Mansfield. As part of our commitment, we are excited to donate a minimum of 100 staff hours annually to participate in community service activities. We will also be actively involved in consumer educational programs, community outreach assistance, and provide charitable donations. ReLeaf looks forward to becoming a pivotal part of

the local community and to providing access to cannabis products in a safe environment. No Person or Entity Having Direct or Indirect Control over ReLeaf team is or will be a controlling person with over more than three licenses in a particular class of license.

Founders

Conor McLaughlin, President of ReLeaf founded the company in 2018 and has been solely devoted to the legal cannabis industry in Massachusetts since its inception.

Executive Management Team

Conor McLaughlin

President

Conor began his financial career at Morgan Stanley after graduating from Suffolk University with a Major in Finance, Minor in Accounting and a Certificate in Financial Planning. While at Morgan Stanley, Conor earned his Series 7, Series 66, and Series 33 license to become an active stockbroker as well as Futures and Options trader. Conor stayed with Morgan Stanley until his departure from Boston in 2009, when he transitioned into the hospitality/service industry.

In 2010, Conor became operational manager of his family-owned restaurant and marina. Conor also uses his fall, winter and spring seasons to help his family-owned commercial real estate business. His extensive background in finance and accounting, as well as his experience in hospitality, has led him to be involved with ReLeaf.

His goal is to produce a fiscally responsible, customer friendly facility with an emphasis on safety. Being in the highly regulated industry of on-premises alcohol establishments, Conor has become proficient with dealing with high volume, high stress situations that require calm under pressure and high accountability standards. Conor has been a certified crowd manager for the past 8 years. Conor has now devoted his time solely to the legal cannabis industry in Massachusetts, where he will be serving as the President of ReLeaf.

COMPANY DESCRIPTION

Structure

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

ReLeaf 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

ReLeaf will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products; conduct a monthly inventory of 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.

ReLeaf will tag and track all marijuana seeds, clones, plants, and marijuana products using Metro 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.

ReLeaf 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.

ReLeaf 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, ReLeaf 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. ReLeaf 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.

ReLeaf 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.

ReLeaf 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.

ReLeaf 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 ReLeaf has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

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

Security

ReLeaf 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.

ReLeaf'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 ReLeaf'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 ReLeaf will maintain a current list of individuals with access. ReLeaf will have security personnel on-site during business hours.

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

Benefits to Host Communities

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

ReLeaf'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**: ReLeaf 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 ReLeaf's security systems and processes.
5. **Responsibility**: ReLeaf will be comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: ReLeaf'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

ReLeaf will only sell marijuana and marijuana products to consumers who are 21 years and older that provide valid identification.

Competitive Advantage

Our Financial Security

- ReLeaf is a privately funded corporation with no outside investors. Institutional financing will not be required.
- ReLeaf has substantial cash reserves immediately available and additional lines of credit available if necessary.
- ReLeaf will be establishing a banking relationship with Gardner Federal Credit Union to ensure daily deposits of all sales transactions.
- ReLeaf is a formidable group holding no debt which will ensure the town of Mansfield a partner that will provide, consistent, uninterrupted, and secure business.

Our Location

A premier real estate location that is positioned to attract strong patronage that will ensure a positive beneficial financial impact for the town of Mansfield and its residents. The property is in the Retail Marijuana Overlay District, allowing adult use retail cannabis dispensary, and is strategically positioned inside Mansfield Country Square Shopping Center.

- Building Area – 3,223 sq. ft.
- No lines – expanded waiting area inside
- 100 – parking spaces off premises with a shuttle van service every half an hour as well as 201 spaces at the location
- Appointment only system as needed and at the direction of the town
- Ample parking on-site
- Commercially zoned building
- Over 500 ft. from parks, schools, recreational establishments, and downtown Mansfield
- Serviced by I-495 access

Regulations

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

ReLeaf 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, ReLeaf will offer a wide range of products that will allow ReLeaf to serve customers with a wide variety of needs.

Products ReLeaf 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 CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages
12. Suppositories

Pricing Structure

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

MARKETING & SALES

Growth Strategy

ReLeaf'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.

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

Communication

ReLeaf 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 ReLeaf 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.”

ReLeaf 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, ReLeaf will market its products and services to reach a wide range of qualified consumers.

ReLeaf 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.

ReLeaf 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

ReLeaf will sell its products and services by engaging customers with knowledgeable personnel and creating brand recognition through superior innovative products and extensive market research on customer's needs.

ReLeaf 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.” ReLeaf 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

ReLeaf 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:



FINAL REMARKS

ReLeaf has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. ReLeaf hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. ReLeaf'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. ReLeaf 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, ReLeaf 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 RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), ReLeaf Alternative Inc. (“ReLeaf”) 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 ReLeaf 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 ReLeaf 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). ReLeaf 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), ReLeaf will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. ReLeaf will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. ReLeaf will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), ReLeaf packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. ReLeaf’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

ReLeaf Alternative Inc. (“ReLeaf”) will comply with the following sanitary requirements:

1. Any ReLeaf 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 ReLeaf 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. ReLeaf’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 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. ReLeaf’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. ReLeaf 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. ReLeaf’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. ReLeaf’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. ReLeaf’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
 - a. ReLeaf 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;
9. 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. ReLeaf acknowledges and understands that the Commission may require ReLeaf to demonstrate the intended and actual use of any toxic items found on ReLeaf’s premises;

10. ReLeaf 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 ReLeaf's needs;
11. ReLeaf'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;
12. ReLeaf will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
13. ReLeaf will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
14. ReLeaf 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.

In the event ReLeaf owns or leases a vehicle for the purposes of transporting marijuana, 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).

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

ReLeaf 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 ReLeaf 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.

Testing

ReLeaf 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 ReLeaf 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).

Marijuana and marijuana products sold at ReLeaf's Marijuana Retailer 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. ReLeaf acknowledges and understands that the Commission may require additional testing.

ReLeaf 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. ReLeaf 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.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

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

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

Agent Personnel Records

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

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

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

After-Hours Contacts

Conor McLaughlin

Email: conormcl63@gmail.com

Number: 508-942-1960

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

Monday: 10:00 am to 10:00 pm

Tuesday: 10:00 am to 10:00 pm

Wednesday: 10:00 am to 10:00 pm

Thursday: 10:00 am to 10:00 pm

Friday: 10:00 am to 10:00 pm
Saturday: 10:00 am to 10:00 pm
Sunday: 10:00 am to 10:00 pm

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for ReLeaf will undergo a detailed background investigation prior to being granted access to a ReLeaf facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for ReLeaf 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, ReLeaf 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, ReLeaf 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, ReLeaf 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 ReLeaf or the Commission.

Personnel Policies and Training

As outlined in ReLeaf'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 ReLeaf agents are required to complete training as detailed in ReLeaf's Qualifications and Training plan which includes but is not limited to the ReLeaf'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).

ReLeaf 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 ReLeaf 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.

RECORDKEEPING PROCEDURES

General Overview

ReLeaf Alternative Inc. (“ReLeaf”) 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 ReLeaf documents. Records will be stored at ReLeaf 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 ReLeaf 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 ReLeaf’s quarter-end closing procedures. In addition, ReLeaf’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 the ReLeaf.
- 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 ReLeaf and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - ReLeaf 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
 - ReLeaf 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

- ReLeaf will maintain records that it 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, ReLeaf 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 ReLeaf 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 ReLeaf'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, ReLeaf 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 ReLeaf agents present during the disposal or other handling, with their signatures. ReLeaf 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 ReLeaf is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - ReLeaf 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 ReLeaf’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
 - ReLeaf 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 ReLeaf closes, all records will be kept for at least two (2) years at ReLeaf’s expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, ReLeaf 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 ReLeaf’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 ReLeaf’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 ReLeaf 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 ReLeaf, 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 ReLeaf's website.
- Policies and procedures for the handling of cash on ReLeaf 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.
- License Renewal Records
 - ReLeaf 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

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

MAINTAINING OF FINANCIAL RECORDS

ReLeaf Alternative Inc.'s ("ReLeaf") 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 the ReLeaf.
- 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 data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If ReLeaf 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
 - ReLeaf 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.

QUALIFICATIONS AND TRAINING

ReLeaf Alternative Inc. (“ReLeaf”) will ensure that all employees hired to work at a ReLeaf facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

ReLeaf will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that ReLeaf discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and ReLeaf 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 ReLeaf’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of ReLeaf’s current Owners, managers, and employees that are involved in the handling and 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 to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once ReLeaf is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

ReLeaf will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. ReLeaf’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.

As part of the Responsible Vendor Training Program, ReLeaf’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
 - 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 signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

DIVERSITY PLAN

Overview

ReLeaf Alternative Inc. (“ReLeaf”) 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 identifying as LGBTQ+.

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

Goal

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

1. Strive through hiring practices—including through advertisements and job fairs—to ensure that at least 50% of staff are women, 20% of staff are minorities, and 10% of staff are veterans.

Programs

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

1. Advertising open job positions as they become available (but not less than annually) in diverse publications, such as diversityjobs.com and hirepurpose.com;
2. Provide annual training to employees on cultural sensitivity and recognizing unconscious bias, which will also be required for all new employees at the time of the hire; and
3. Participate in a minimum of one (1) job fair for diverse individuals per calendar year.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure ReLeaf continues to meet its commitments. Such measurable outcomes, in accordance with ReLeaf’s goals and programs described above, include:

- Completing a twice-annual workforce utilization report that captures the number of employees who are women, minorities, and veterans (in conformance with any and all employment law standards)
- Documenting the number of and location of any job fairs that ReLeaf participates in, including any resumes received as a result of such job fairs;
- Recording the completion of the annual training on cultural sensitivity and recognizing unconscious bias for each employee (including upon hire) and any feedback received to improve such efforts and training; and
- Documenting the employment opportunities advertised in diverse publications, job boards, or other media, including documentation of all resumes received as a result of such advertisements.

Beginning upon receipt of ReLeaf's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, ReLeaf will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Executive Officer will review and evaluate ReLeaf's measurable outcomes no less than twice annually to ensure that ReLeaf is meeting its commitments. ReLeaf is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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