



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1265
Original Issued Date: 11/18/2021
Issued Date: 11/18/2021
Expiration Date: 11/18/2022

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Rolling Releaf LLC

Phone Number: 857-544-8040
Email Address: D.Alexander1993@Gmail.com

Business Address 1: 370 Wareham Street
Business City: Middleborough Business State: MA Business Zip Code: 02346
Business Address 2:
Mailing Address 1: 22 Rock Island Road
Mailing City: Quincy Mailing State: MA Mailing Zip Code: 02169
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE303639

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 75
Role: Owner / Partner
First Name: Devin
Gender: Male
Percentage Of Control: 75
Other Role:
Middle Name:
Last Name: Alexander
Suffix:
User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 25

Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Bryce

Middle Name:

Last Name: Hall 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 HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Devin

Last Name: Alexander Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$1000

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 DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 370 Wareham Street

Establishment Address 2: Lot 2B, Building
3

Establishment City: Middleborough

Establishment Zip Code: 02346

Approximate square footage of the establishment: 2100

How many abutters does this property have?: 40

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Rolling ReLeaf - Community Outreach Attestation.pdf	pdf	60ec85628d6c3f02b7d1bf6f	07/12/2021
Plan to Remain Compliant with Local Zoning	RRL_Plan to Remain Compliant with Local Zoning.docx.pdf	pdf	60ec8582fb983a0274aad9ed	07/12/2021
Certification of Host Community Agreement	HCA Cert page 1[2].pdf	pdf	60ec85b71159b60338d4e812	07/12/2021

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is

zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Rolling ReLeaf - PIP - RFI 9.3.21.pdf	pdf	61322c03d905310789ae2cab	09/03/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SOC Certificate of Good Standing.pdf	pdf	60ec863eddf0e402a870ece0	07/12/2021
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate of Good Standing.pdf	pdf	60ec86600bb484027d8be9e0	07/12/2021
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing.pdf	pdf	60ec86657a4b3b034a6810d8	07/12/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Rolling Releaf Articles of Org.pdf	pdf	60ec869274b6080359f70f77	07/12/2021
Bylaws	Rolling Releaf Bylaws_Operating Agreement.pdf	pdf	60ec86ac308c7a02a1fff310	07/12/2021

Massachusetts Business Identification Number: 001438946

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Business Plan	Rolling Releaf Business Plan.pdf	pdf	60b104d031b11b361021f4e6	05/28/2021
Plan for Liability Insurance	Plan for obtaining General Liability Insurance.pdf	pdf	60b105011c4d833622ce7d3e	05/28/2021
Proposed Timeline	Proposed Timeline to become Operational-2.pdf	pdf	60ec86b784f3fe0296c4221e	07/12/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
A detailed plan for White Labeling	White Labeling Plan.pdf	pdf	60b11233384f2636315c4eb6	05/28/2021
A plan to obtain marijuana and marijuana products	Plan to Obtain Marijuana and Marijuana Products.pdf	pdf	60b1125cb6e664362922ee80	05/28/2021
Personnel policies	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.docx.pdf	pdf	60b112aab0ce31363c8dfe32	05/28/2021
Prevention of diversion	PLAN FOR RESTRICTING ACCESS TO AGE 21 AND YOUNGER.docx.pdf	pdf	60b112de70eb6e3601abd514	05/28/2021
Dispensing procedures	Rolling Releaf Dispensing Procedures.docx.pdf	pdf	60b113f031b11b361021f57b	05/28/2021
Inventory procedures	Rolling Releaf Inventory Operating Procedures.docx-2.pdf	pdf	60b11417ff799435f6381ac8	05/28/2021
Record-keeping procedures	Rolling Releaf LLC Record Keeping Procedure Delivery.docx-2.pdf	pdf	60b1145aff799435f6381acc	05/28/2021
Storage of marijuana	Rolling Releaf Storage Requirements.pdf	pdf	60b1149931b11b361021f583	05/28/2021
Transportation of marijuana	Rolling Releaf Transportation SOP.pdf	pdf	60b114b7ff799435f6381ad0	05/28/2021
Maintenance of financial records	Storage of Financial Records.pdf	pdf	60b114f47f6a513605329de2	05/28/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Rolling Releaf_Delivery Plan.docx.pdf	pdf	60c8ef4dc278b808ca08877f	06/15/2021
Security plan	Rolling Releaf_Security Plan.docx.pdf	pdf	60c8ef57479c6808a91ca92f	06/15/2021
Quality control and testing procedures	Rolling Releaf_Quality Control and Testing.docx.pdf	pdf	60c8ef61d50cd9085ba1fd7d	06/15/2021
Qualifications and training	Rolling Releaf_Qualifications and Training.docx.pdf	pdf	60c8ef6faf007108a2e9e853	06/15/2021
Energy Compliance Plan	Rolling Releaf_Energy Compliance Plan.pdf	pdf	60c8ef7c3437a8088363530b	06/15/2021
Diversity plan	Rolling ReLeaf - Diversity - RFI 9.3.21.pdf	pdf	61322d1942744807726e5edd	09/03/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 11:00 AM Monday To: 8:00 PM

Tuesday From: 11:00 AM Tuesday To: 8:00 PM

Wednesday From: 11:00 AM Wednesday To: 8:00 PM

Thursday From: 11:00 AM Thursday To: 8:00 PM

Friday From: 11:00 AM Friday To: 8:00 PM

Saturday From: 11:00 AM Saturday To: 8:00 PM

Sunday From: Closed Sunday To: Closed

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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 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.:

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication:

b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



HOSPITAL

From Page A1

Developers suggested that virtually all of the big trucks coming to the site will be coming from nearby Route 495, and will likely turn left leaving the property to get back to the highway.

Neighborhood resident Dick

REFLECT

From Page A2

parents who can't get babysitters for the night, she explained.

The power of collaboration

Grasela said so far this year, the United Way of Greater New Bedford delivered 1.3 million pounds of food to locals in need—a 285% increase from last year. It was possible through community support, she said.

The nonprofit, in addition to seeing an increase in donations, received food from local restaurants that had excess food as well as the local fishing industry.

“Organizations in this region lead with collaboration,” said John Vasconcellos, president of the SouthCoast Community

Scott said that noise pollution is another big concern for him, especially the back-up alarms that will sound every time a tractor trailer truck backs into one of the loading docks.

He suggested it is difficult to assess how much traffic and noise will be generated by operations because it is unknown what kind of tenant will be leasing the building. No other residents of the area

Foundation, noting NorthStar Learning Center and other organizations communicated regularly to ensure food was going to the most vulnerable community members.

Vasconcellos said due to their work and response during the pandemic, 14 of 16 community foundations have officially joined to form the Massachusetts Community Foundation Partnership.

“The connectivity that now happens between organizations in Fall River, New Bedford, Plymouth, Brockton, Taunton and throughout is really powerful,” he said. “Living in a virtual world where you can have online meetings and suddenly participation is double.”

In another example of support, Linton Harrington, director of programs and operations at Youth Opportunities Unlimited, said the organization consulted with the Boys and Girls Clubs, school departments and the Community Boating Center

offered any comments or raised questions for the developers before the session ended.

Knox said that his board will take a closer look at potential noise issues, landscaping and signage, and the building design at the next session of the public hearing on Jan. 7. The Conservation Commission also continued its site review deliberations until that date.

No details were provided on the

when developing their own COVID-19 safety plans.

Looking ahead to 2021

The community leaders don't see much changing when the clock strikes midnight on January 1. However, by spring or summer, they hope to have more in-person programming.

As a healthcare professional, the COVID-19 vaccination and pandemic fatigue is on Bartlett's radar. She worries about people taking more risks with testing being more readily available, as well as people not getting vaccinated.

“New Bedford doesn't have a history of high vaccination rates for the flu, so how do you get a population comfortable to get vaccinated?” she said. “That'll be important work.”

For Youth Opportunities Unlimited, Harrington said they hope to return to “normal” programming by the spring, when he hopes

demolition plans for the former state sanatorium, a fixture on Main Street for generations. The facility opened in 1910 for the treatment of tuberculosis patients, and later began treating patients with other conditions.

In 2002, the 73-acre hospital site, valued at \$5.1 million, was purchased at auction by National Development Corp., which planned for a large-scale

enough people will be vaccinated. He also hopes staff will continue to use the technological skills they gained during the pandemic to further connect with the community.

Racial justice is also on the minds of some leaders.

“What is the privilege that comes with philanthropy? How do people think about their role when they are the ones writing the check?” said Vasconcellos.

He said the country's reckoning with racial inequity is long overdue and that it's important for leadership at nonprofit organizations to reflect the communities they serve. Gail Fortes of the YWCA Southeastern Massachusetts is one person that came to his mind, and he said more organizations need to follow their lead.

Fortes, the executive director, said the organization's mission is to eliminate racism and empower women. She said they formed multiple working

Attachment A

mixed-use development. Those plans never came to fruition, and the property was more recently purchased by local businessman Derek Maksy.

Several portions of the property have since been sold for residential and commercial use. Rhino Capital is buying the remaining parcels for redevelopment as part of its extensive portfolio of commercial and industrial space.

groups to look at how systemic racism affects housing, healthcare, food and many other areas, and that it is volunteer-driven with staff support.

“People are really looking at racism in different ways,” Fortes said. “People that maybe never talked about it before or thought about it before... that's what our working groups are looking at.”

She said she is excited for that work ahead, and also looking forward to strategic planning for the next five years.

Hansen-DiBello of NorthStar Learning Centers echoed what most leaders said of the future, which is that they adapted and will continue to deliver much-needed services during the pandemic, despite any new challenges it may introduce.

“When you're a nonprofit, you're used to wearing a million different hats all the time,” she said. “It's not that difficult of a pivot because you're used to pivoting and multitasking.”

PUBLIC NOTICE



The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on **TUESDAY, January 19, 2021, at 7:00 P.M.** to hear the petition of **Christopher S. Chapin**. A Special Permit under 6.1.3 & 7.4 is requested to increase the living space on a pre-existing, non-conforming dwelling located on a non-conforming lot by enclosing an existing deck and converting it to a family room. **The property site is 41 Clark Road and is owned by Nynelyon, Inc.** Pursuant to Governor Baker's emergency "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c30A, §20," issued on March 12, 2020, provided the State of Emergency is in effect, this will be a virtual meeting. The Agenda found on the Town of Lakeville Zoning Board of Appeals web page will include instructions on accessing the virtual meeting and documents related to it.

John Olivieri, Jr., Chairman
December 31, 2020, & January 7, 2021
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The Middleborough Conservation Commission will hold a hearing under M.G.L. c. 131, s.40, the Wetlands Protection Act. **This is an upgrade of an existing failed septic system. Install a new 1500 gallon septic tank along with a 12' wide x 42' long presby leaching field.** All work is outside the 50' buffer from existing top of bank of drainage ditch and cranberry bog. All work is within existing landscaped areas and all work will be encompassed by a silt sock as shown on plan. **84 France Street, Map 96, Lot 1173.** Hearing has been requested by **Eno F. Harju, Trust.** Hearing will be held **January 7, 2021 at 8:10 pm via remote.** Join Zoom Meeting: <https://zoom.us/j/96644313530>

Jacqueline Jones, Chair
Diane C. Stewart, 1st Co-Vice Chair
Peter Gately, 2nd Co-Vice Chair
Adam Guaraldi
Melissa Guimont
Edward Medeiros
Nancy Ockers
December 31, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The Middleborough Board of Selectmen will hold a public hearing on **Monday, January 11, 2021 at 7:40 PM** in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, for the purpose of discussing an application filed by **Holistic Health Group, Inc., for a Recreational Marijuana License for property located at 477 Wareham Street, Assessors Map 088, Lot 3449.** Anyone desiring to be heard on this matter should appear at the time and place designated.

Leilani Dalpe, Chairman
Arthur Battistini
Nathan Demers
Mark Germain
December 31, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The Middleborough Conservation Commission will hold a hearing under M.G.L. c. 131, s.40, the Wetlands Protection Act. **The proposed project is to build a bridge over a small stream and line the sides of said stream with rock where the bridge crosses for 8 total feet to prevent erosion within 100-feet of a bordering vegetated wetland.** 67 East Main Street, Map 51, Lot 5575. Hearing has been requested by **Gerritt Bingham-Maas.** Hearing will be held **January 7, 2021 at 7:55 pm via remote.** Join Zoom Meeting: <https://zoom.us/j/96644313530>

Jacqueline Jones, Chair
Diane C. Stewart, 1st Co-Vice Chair
Peter Gately, 2nd Co-Vice Chair
Adam Guaraldi
Melissa Guimont
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Jacqueline Jones, Chair
Diane C. Stewart, 1st Co-Vice Chair
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Nancy Ockers
December 31, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on **TUESDAY, January 19, 2021, at 7:00 P.M.** to hear the petition of **Christopher S. Chapin**. A Special Permit under 6.1.3 & 7.4 is requested to increase the area of an existing bedroom by 90 square feet on a pre-existing, non-conforming dwelling located on a non-conforming lot. **The property site is 31 Pilgrim Road.** Pursuant to Governor Baker's emergency "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c30A, §20," issued on March 12, 2020, provided the State of Emergency is in effect, this will be a virtual meeting. The Agenda found on the Town of Lakeville Zoning Board of Appeals web page will include instructions on accessing the virtual meeting and documents related to it.

John Olivieri, Jr., Chairman
December 31, 2020, & January 7, 2021
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on **TUESDAY, January 19, 2021, at 7:00 P.M.** to hear the petition of **Bedford Holdings**. A Special Permit under 6.6.3.4, and 7.4 is requested to replace an existing damaged sign. The present sign was issued a Special Permit from the Lakeville Zoning Board of Appeals in 2016. The proposed sign will be approximately 59.7 square feet and the top of the sign will be approximately 17 feet 3 inches above grade, as provided by the Lakeville By-Laws. **The property site is 33 Bedford Street** and is located in the business zone. Pursuant to Governor Baker's emergency "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c30A, §20," issued on March 12, 2020, provided the State of Emergency is in effect, this will be a virtual meeting. The Agenda found on the Town of Lakeville Zoning Board of Appeals web page will include instructions on accessing the virtual meeting and documents related to it.

John Olivieri, Jr., Chairman
December 31, 2020, & January 7, 2021
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



NOTICE OF HEARING

The Middleborough Zoning Board of Appeals will hold a public hearing through Zoom on **Thursday, January 14, 2021 at 7:30 P.M.**, in the Selectmen's Room, Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA to hear the petition of **Marc Wilson**, 5 Hayes Street, Freetown, MA 02717 relative to his request to allow for the conversion of an existing two unit apartment building into a three unit apartment building (in the area currently utilized as a garage). **The subject property is located at 88 Miller Street, Middleborough Assessor's Map 087, lot 3333,** in the General Use X district. Anyone desiring to be heard on this matter can participate through the following zoom link: <https://zoom.us/j/92705362700>. The ZBA agenda found on the Town of Middleborough web page will include instruction on accessing the virtual meeting.

Zoning Board of Appeals
Darrin DeGrazia, Chairman
Dr. Edward Braun
Liz Elgoin
Jack Healey
Matthew Maher
December 31, 2020 & January 7, 2021
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on **TUESDAY, January 19, 2021, at 7:00 P.M.** to hear the petition of **Louis Vermette**. The request is to modify Decision 07-10 filed with the Town Clerk on November 1, 2007, and remove a seasonal deed restriction. A determination will be made if a Special Permit under 7.4 will also be required, as provided by the Lakeville By-Laws. **The property site is 5 Ash Street and is owned by Louis Vermette/L & A Realty Trust.** Pursuant to Governor Baker's emergency "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c30A, §20," issued on March 12, 2020, provided the State of Emergency is in effect, this will be a virtual meeting. The Agenda found on the Town of Lakeville Zoning Board of Appeals web page will include instructions on accessing the virtual meeting and documents related to it.

John Olivieri, Jr., Chairman
December 31, 2020 & January 7, 2021
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



The Board of Selectmen will hold a public hearing in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA and through Zoom on **Monday, January 11, 2021 at 7:35 PM, for the purpose of discussing an application filed by Stuart Clark, PE for a Special Permit** under the Water Resource Protection District By-Law to allow for 39.2% impervious cover in a Z-3 Zone. The property is located in the General Use District and in Water Resource Protection District (WRPD) Zone 3 & Zone 4. **This property is shown as Assessors Map 079, Lot 2417.** Anyone wishing to be heard on this matter should appear at the time and place designated.

Leilani Dalpe, Chairman
Arthur Battistini, Vice Chair
Nathan Demers
Mark Germain
Neil Rosenthal
BOARD OF SELECTMEN
December 31, 2020 and January 7, 2021
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org



LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE
By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Jill M. Newell a/k/a Jill M. Weaver to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for American Home Mortgage**, dated June 30, 2006 and recorded in Plymouth County Registry of Deeds in Book 32968, Page 185 (the "Mortgage") of which mortgage Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2006-3 is the present holder by Assignment from Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for American Home Mortgage to Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2006-3 dated January 26, 2011 and recorded at said Registry of Deeds in Book 39636, Page 268, for breach of conditions of said mortgage and for the purpose of foreclosing the same, **the mortgaged premises located at Lot 1 Plympton Street a/k/a 26 Plympton Street a/k/a 10 Meeting House Path, Middleboro, MA 02346 will be sold at a Public Auction at 11:00 AM on January 12, 2021, at the mortgaged premises**, more particularly described below, all and singular the premises described in said mortgage, to wit:
Property address: 26 (a/k/a Lot #1) Plympton Street, Middleboro, MA
A certain parcel located on the northwest-erly side of Plympton Street in Middleboro, Plymouth County, Massachusetts and being shown as Lot 1 on a plan entitled, "Open Space Development Meetinghouse Lane off Plympton Street in Middleborough, Massachusetts drafted by Out-back Engineering dated March 12, 2004" and recorded as Plan 04-963 at Plan Book 48, Page 1145.
Lot 1 containing 58.931 sq. ft. more or less according to said plan.
Being a portion of the property (identified as Lot 1) contained in a certain Deed recorded at Plymouth County Registry of Deeds at Book 29523, Page 35.
For mortgagor's title see deed recorded with the Plymouth County Registry of Deeds in Book 32968, Page 184.
The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.
Terms of the Sale: Cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.
Other terms to be announced at the sale.
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2006-3
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Newell, Jill M., 11-004386
December 17, 24 & 31, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: **41 Ashley Lane, Unit #4-1, Ashley Place Condominium, Middleboro, Massachusetts**
By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Lorraine E. Marcos, Individually and as Trustee of Lorraine E. Marco Nominee Trust to Wells Fargo Bank, N.A. and now held by Nationstar Mortgage LLC d/b/a Champion Mortgage Company**, said mortgage dated June 20, 2007, and recorded in the Plymouth County Registry of Deeds, in Book 34717 at Page 96, as affected by an Assignment of Mortgage dated October 12, 2017, and recorded with said Deeds in Book 49037 at Page 43, 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 January 7, 2021, at 10:00 AM Local Time upon the premises**, all and singular the premises described in said mortgage, to wit:
Unit #4-1, Ashley Place Condominium, 41 Ashley Lane in Middle borough, Plymouth County, Massachusetts, created pursuant to and in accordance with, Chapter 183A of the General Laws of Massachusetts by a Master Deed, dated May 25, 1988, and recorded in the Plymouth County Registry of Deeds ("the Registry") on June 7, 1988 in Book 8500, Page 45, as amended by First Amendment to the Master Deed dated August 16, 1988 and recorded with the Registry on September 21, 1988 Book 8719, Page 186, (the Master Deed), to wit:
UNIT NO.4-1 as particularly described in said Master Deed (the Unit).
The address of the Unit is:
Unit#4-1
Ashley Place Condominium
41 Ashley Lane
Middleborough, Massachusetts
The Unit conveys 2,230 square feet of building area, more or less.
The Unit is conveyed together with a 6.719% undivided interest in the Common Areas and Facilities as defined and described in the Master Deed. Such percentage interest is subject to reduction upon the creation of additional phases of the condominium pursuant to the terms of Master Deed.
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 November 22, 1994, and recorded in Book 13314 at Page 182 with the Plymouth County Registry of Deeds.
Said Unit will be conveyed together with an undivided percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with all rights, easements, covenants and agreements as contained and referred to in the Declaration of Condominium, as amended.
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 by a 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 by a certified check, bank treasurer's or cashier's check within forty five (45) days after the date of sale. Other terms to be announced at the sale.
Marinosci Law Group, P.C.
275 West Natick Road, Suite 500
Warwick, RI 02886
Attorney for Nationstar Mortgage LLC d/b/a Champion Mortgage Company
Present Holder of the Mortgage
Telephone: (401) 234-9200
MLG File No.: 19-10201
December 17, 24 & 31, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

For ad results you can see, advertise with us.

Put your ad where it will be seen and get a response. Call 508-947-1760 for advertising information.

THE GAZETTE

Business picks up when you pick up the newspaper.

Newspaper Advertising:

The best way to target YOUR customers

Have an opinion? Write a letter to the editor!

Have an opinion? WRITE A LETTER TO THE EDITOR

All letters must include name, address and telephone number. Letters are run on a space available basis. Shorter letters are given preference over longer letters.

Letters can be emailed to editor@gazettenewsonline.com

NOTICE OF COMMUNITY OUTREACH MEETING ROLLING RELEAF, LLC

Notice is hereby given that Rolling ReLeaf, LLC will hold a **Virtual Community Outreach Meeting on January 19, 2021 at 6:30 PM to discuss the proposed siting of a Marijuana Delivery Operator at 370 Wareham Street, Middleborough, MA 02346.** This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://us02web.zoom.us/j/84011730650> or via telephone at 312-626-6799 using Webinar ID: 84011730650#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at rollingreleaf.squarespace.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicente.sederberg.com or asked during the meeting after the presentation.

December 31, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

NOTICE OF COMMUNITY OUTREACH MEETING WISE MAN GENETICS, LLC

Notice is hereby given that Wise Man Genetics, LLC will hold a **Virtual Community Outreach Meeting on January 19, 2021 at 5:00 PM to discuss the proposed siting of an Adult Use Marijuana Microbusiness at 370 Wareham Street, Middleborough, MA 02346.** This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://us02web.zoom.us/j/82027154237> or via telephone at 312-626-6799 using Webinar ID: 82027154237#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at wisemangenetics.squarespace.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicente.sederberg.com or asked during the meeting after the presentation.

December 31, 2020
The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org

Donate Blood

Save a neighbor's life. Give blood locally at Southcoast Hospitals.

For an appointment, call 508-961-5320. southcoast.org/bloodbank

Subject: Rolling ReLeaf, LLC - Public Meeting Notice
Date: Monday, December 28, 2020 at 9:21:04 AM Eastern Standard Time
From: Rebecca Rutenberg
To: clerkweb@middleborough.com
Attachments: Rolling ReLeaf - Outreach.docx

Hello,

Please find the attached public meeting notice on behalf of Rolling ReLeaf, LLC. If we can provide any additional information, please do not hesitate to ask.

Best,

Becca

Rebecca Rutenberg
Director of Strategic Affairs

Vicente Sederberg LLP
2 Seaport Ln., 11th Floor
Boston, MA 02210
Cell: 610-675-5958
Rebecca@VicenteSederberg.com
VicenteSederberg.com

[Confidentiality Notice](#)

NOTICE OF COMMUNITY OUTREACH MEETING
ROLLING RELEAF, LLC

Notice is hereby given that Rolling ReLeaf, LLC will hold a Virtual Community Outreach Meeting on **January 19, 2021** at 6:30 PM to discuss the proposed siting of a Marijuana Delivery Operator at 370 Wareham Street, Middleborough, MA 02346.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://us02web.zoom.us/j/84011730650> or via telephone at 312-626-6799 using Webinar ID: 84011730650#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at rollingreleaf.squarespace.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

**NOTICE OF COMMUNITY OUTREACH MEETING
ROLLING ReLEAF, LLC**

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This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

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Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

Subject: Cloud Recording - Rolling ReLeaf - Community Outreach Meeting is now available

Date: Tuesday, January 19, 2021 at 6:45:52 PM Eastern Standard Time

From: Zoom

To: Rebecca Rutenberg

Hi Becca Rutenberg,

Your cloud recording is now available.

Topic: Rolling ReLeaf - Community Outreach Meeting

Date: Jan 19, 2021 06:19 PM Eastern Time (US and Canada)

For host only, click here to view your recording (Viewers cannot access this page):

https://us02web.zoom.us/recording/detail?meeting_id=8zQQnTw8Q%2FKECAtfxjNbcw%3D%3D

Share recording with viewers:

<https://us02web.zoom.us/rec/share/vkEwmZzE1NLxPjJRvpOxobxzpZaC0NP6RFOay4cmUwkm9iSGMttYsNkbUUWPIJH>

I.R-DLho6ggHQcBcVT Passcode: J.j@36q!

Thank you for choosing Zoom.

-The Zoom Team

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.

Attendee Report				
Report Generated:	Jul 12, 2021 2:07 PM			
Topic	Webinar ID	Actual Start Time	Actual Duration (minutes)	# Registered
Rolling ReLeaf	840 1173 0650	Jan 19, 2021 6:19 PM	23	6
Attendee Details				
Attended	Registration Time	Approval Status	Join Time	Leave Time
Yes	Jan 19, 2021 18:17:14	approved	Jan 19, 2021 18:20:13	Jan 19, 2021 18:20:22
Yes	Jan 19, 2021 18:27:46	approved	Jan 19, 2021 18:27:47	Jan 19, 2021 18:27:59
Yes	Jan 19, 2021 18:20:39	approved	Jan 19, 2021 18:20:41	Jan 19, 2021 18:20:51
Yes	Jan 19, 2021 18:32:13	approved	Jan 19, 2021 18:32:14	Jan 19, 2021 18:42:20
Yes	Jan 19, 2021 18:29:00	approved	Jan 19, 2021 18:29:01	Jan 19, 2021 18:29:48
Yes	Jan 19, 2021 18:28:46	approved	Jan 19, 2021 18:28:47	Jan 19, 2021 18:42:20

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Rolling Releaf, LLC (“RRL”) will remain compliant at all times with the local zoning requirements set forth in the Town of Middleborough’s Zoning Bylaw. In accordance with Zoning Bylaw Section 8.5, RRL’s proposed Marijuana Delivery Operator Establishment is located in the Cannabis Business District designated for a Marijuana Delivery Operator Establishment.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of grades 1 through 12, daycare centers, libraries, playgrounds, parks, martial arts and dance studios, houses of worship, pediatric medical offices, toy stores or comic bookstores.

As required by the Town of Middleborough’s Zoning Bylaw, RRL will apply for a Special Permit and/or Site Plan Approval, as applicable, from the local Special Permit Granting Authority. RRL will apply for any other local permits required to operate a Marijuana Delivery Operator at the proposed location. RRL will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Delivery Operator Establishment at RRL proposed location.

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

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Rolling Relief LLC

2. Name of applicant's authorized representative:

Devin Alexander

3. Signature of applicant's authorized representative:

Devin Alexander

4. Name of municipality:

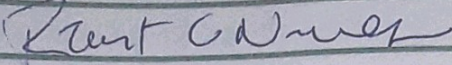
Middleborough

5. Name of municipality's contracting authority or authorized representative:

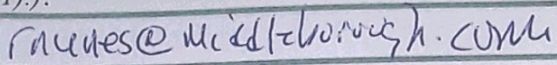
Robert G. Nunes



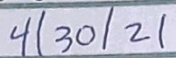
6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):



8. Host community agreement execution date:



PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Rolling Releaf, LLC (“RRL”) 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, RRL has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact the City of Taunton and the City of New Bedford.

Goals

In order for RRL to positively impact the City of Taunton and the City of New Bedford, Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions RRL has established the following goals:

- Reducing barriers to entry in the commercial adult-use cannabis industry by ensuring that at least 15% of the RRL’s employees are comprised of past or present residents of the City of Taunton and/or the City of New Bedford.
- Ensure that at least 15% of our workforce is comprised of Massachusetts residents who have past drug convictions and/or Massachusetts residents with parents or spouses who have drug convictions.
- Host one seminar on CORI sealing in the City of Taunton to be attended by at least five individuals.

Programs

RRL has developed specific programs to effectuate its stated goals to positively Residents of Taunton and New Bedford as well as Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions. Such programs will include the following:

- Instituting a preferential hiring program for Taunton and New Bedford residents, which will include posting available positions (as they become available, but not less than annually) in the Taunton Daily Gazette, The Standard-Times, and other such appropriate publications and mediums to attract residents.
- Hosting annual job fairs in Taunton and/or New Bedford which will be geared towards Massachusetts residents who have past drug convictions and/or Massachusetts residents with parents or spouses who have drug convictions.
- Hosting at least one public training session on expunging non violent cannabis crimes from criminal records in Taunton with a goal of attracting at least five attendees, which will be advertised in the Taunton Daily Gazette within the first year of operations and will then reevaluate the program specifics and frequency of future training sessions based on feedback from attendees and its Community Partners. The training session will include who is eligible for CORI sealing and the process to begin.

Measurements

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

- Ensuring that at least 15% of staff members are from Taunton and/or New Bedford by undergoing annual staffing audits of employees hired, retained, and promoted who are past or present residents of Taunton and New Bedford.
- Ensuring that at least 15% of staff members are Massachusetts residents who have past drug convictions and/or Massachusetts residents with parents or spouses who have drug convictions by undergoing annual staffing audits in accordance with Ban the Box standards
- Logging all job advertisements placed in Taunton Daily Gazette, The Standard-Times, including any resumes received as a result of such job advertisements.
- Documenting the job fairs that RRL participates in in Taunton and/or New Bedford, including any advertisements related thereto and any resumes received as a result of such job fairs.
- Documenting any and all public training sessions hosted, including any related advertisements, the number of participants, and the topics covered.

Beginning upon receipt of RRL's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, RRL 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 Human Resources Manager will review and evaluate RRL's measurable outcomes no less than twice annually to ensure that RRL is meeting its commitments. RRL is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0014389461. The exact name of the limited liability company is: ROLLING RELEAF, LLC

2a. Location of its principal office:

No. and Street: 22 ROCK ISLAND ROAD
City or Town: QUINCY State: MA Zip: 02169 Country: USA

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

No. and Street: 22 ROCK ISLAND ROAD
City or Town: QUINCY State: MA Zip: 02169 Country: USA

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

APPLYING FOR A LICENSE WITH THE CCC.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DEVIN ALEXANDER
No. and Street: 22 ROCK ISLAND ROAD
City or Town: QUINCY State: MA Zip: 02169 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DEVIN RUSSELL ALEXANDER	22 ROCK ISLAND ROAD QUINCY, MA 02169 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DEVIN RUSSELL ALEXANDER	22 ROCK ISLAND ROAD QUINCY, MA 02169 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of May, 2020,
DEVIN ALEXANDER
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

May 21, 2020 09:32 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

State of Massachusetts

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Rolling Releaf, LLC
A Member-Managed Limited Liability Company

MULTI-MEMBER LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective May 25, 2020, by and between: Devin Alexander, _____, and Bryce Hall (collectively "Members").

SECTION I
THE LIMITED LIABILITY COMPANY

- I. **NAME.** The company shall be named Rolling Releaf, LLC (the "Company")
- II. **OFFICE.** The Company's principal office and place of business shall be located at 370 Wareham St Middleboro, MA 02346.
- III. **PURPOSE.** The Company's purpose shall be to engage in any lawful business in which the Limited Liability Company may be formed within the State of Massachusetts.
- IV. **TERM.** The Company's term shall commence on May and shall continue until dissolved pursuant to the provisions of this agreement.
- V. **REGISTERED AGENT.** Devin Alexander is the Company's initial registered agent whose address is 22 Rock Island Road Quincy, MA 02169.
- VI. **MEMBERS.** The Members' names and addresses are attached as Schedule 1 to this Agreement.
- VII. **ADMISSION OF ADDITIONAL MEMBERS.** Unless otherwise expressly provided in this Agreement, no additional members may be admitted to the Company, through the issuance of new interests, without the prior unanimous written consent of the Members.

SECTION II
CAPITAL CONTRIBUTIONS

- I. **INITIAL CONTRIBUTION.** The Members shall initially contribute to the Company capital as described in Schedule 2 attached to this Agreement.
- II. **ADDITIONAL CONTRIBUTION.** No member shall be obligated to furnish any additional contribution without the prior unanimous written consent of the Members.
- III. **NO INTEREST ON CAPITAL CONTRIBUTION.** The Members shall not be entitled to interest or compensation for or on account of their capital contributions, unless otherwise expressly provided by this Agreement.

SECTION III
ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTION

- I. **PROFITS/LOSSES.** For the purposes of financial accounting and taxation, the Company's net profit/loss shall be determined annually and shall be allocated proportionately among members according to their respective capital interest in the Company, as set forth in Schedule 2, as amended from time to time pursuant to the Department of the Treasury Regulation 1.704-1.

- II. DISTRIBUTION.** The Members shall determine and distribute available funds annually or frequently, as they see fit. Available funds shall mean the net cash of the company available after provisions for expenses and liabilities are determined by the Managers. Liquidation of the Company's and Member's capital interest shall be made according to the positive account balances pursuant to the Department of the Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent, a Member shall have a negative account balance and there shall be a qualified income offset, as set forth in the Department of the Treasury Regulation 1.704-1(b)(2)(ii)(d)
- III. NO RIGHT TO DEMAND RETURN OF CAPITAL.** Members shall not be entitled the right to any return of capital or the distribution thereof, unless otherwise expressly provided by this Agreement. The Company shall not extend drawing accounts to any of its Members.

SECTION IV INDEMNIFICATION

- I.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) because he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and a manner he reasonably believed to be in or not opposed to the best interest of the Company, and to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful.
- II.** The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, concerning any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION V POWERS AND DUTIES OF MANAGERS

I. MANAGEMENT OF COMPANY

- A.** The Members shall, within the authority granted by the Act and the terms of this Agreement, have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.
- B.** Unless expressly provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority, in Interest of the Members.
- C.** Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority, in Interest of the Members, to manage and operate the business and affairs of the Company.
- D.** Any decision, consent, approval, judgment, or action made Members, unless otherwise expressly provided in this Agreement, shall mean a Majority of the Members.

**SECTION VI
SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

- I. **ORGANIZATION EXPENSES.** The Company shall pay any reasonable expenses incurred in connection with the formation and organization of the Company.
- II. **SALARY.** The Members shall not be entitled to a salary unless otherwise agreed and approved in writing by the Majority of the Members.
- III. **LEGAL AND ACCOUNTING SERVICES.** The Company may obtain legal and accounting services to the extent reasonably necessary in the conduct of the Company's business.

**SECTION VII
BOOKS OF ACCOUNTS, ACCOUNTING REPORTS, TAX RETURN, BANKING, FISCAL YEAR**

- I. **METHOD OF ACCOUNTING.** The Company shall use the method of accounting previously determined and approved by the Members for the purpose of Tax and Financial Reporting.
- II. **FISCAL YEAR, TAXABLE YEAR.** The Company shall have the Calendar Year as its Fiscal and Taxable Year.
- III. **CAPITAL ACCOUNTS.** The Company shall maintain a Capital Account for each Member, on a cumulative basis, in accordance with federal income tax accounting principles.
- IV. **BANKING.** All funds of the Company shall be deposited in a separate bank account or accounts of a savings and loan association in the name of the Company as determined by the Majority of the Members. Company funds shall be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

**SECTION VIII
TRANSFER OF MEMBERSHIP INTEREST**

- I. **PROHIBITION OF SALE OR ENCUMBRANCE.** No Member shall voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis, or unless permitted by this Agreement.
- II. **RIGHT OF FIRST REFUSAL.** In lieu of the provisions of Section VIII-I, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:
 - A. The Member desiring to transfer his or her Interest must first provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").
 - B. Other Members may acquire all of the Interest at the price and under the terms specified in the Offer for a period of 30 days after receipt of the Notice. If the acquiring Members cannot agree among themselves on the allocation of the Interest, the allocation shall be proportional to the Ownership Interests of those Members desiring to acquire the Interest.
 - C. Closing the sale of the Interest shall occur as stated in the Offer, which shall not be less than 45 days after the expiration of the 30-day notice period.
 - D. The Members shall be deemed to have waived their right to acquire the Interest on the terms described in the Offer should they fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day

period following receipt of the Notice. The transferring Member may then sell and convey the Interest consistent with the Offer to any other person or entity provided that it should not be contrary to anything in Section VIII-II.

- E. Should the sale to a third person be at a price or on terms that are more favorable than stated in the Offer, the transferring Member must then reoffer the sale of the Interest to the remaining Members at that other price or other terms. If the sale to a third person is not closed within six months after the expiration of the 30-day period described above, then the provisions of Section VIII-II will again apply to the Interest proposed to be sold or conveyed.
- F. In lieu with the foregoing provisions of Section VIII-II, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section VIII-II, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendant, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

III. SUBSTITUTED PARTIES. A Transferee will not be permitted to become a fully substituted Member in any transfer unless and until;

- A. The transferor and assignee executes and delivers the necessary or appropriate documents and instruments of conveyance to the Company, to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and
- B. The transferor presents an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

IV. DEATH, INCOMPETENCY, AND BANKRUPTCY OF A MEMBER. In the event of death, incompetence, and bankruptcy of a Member, unless the Company exercises its rights under Section VIII-V, the successor to the interest of the Member(whether a member of his estate, a bankruptcy trustee, or otherwise) shall only be entitled to receive distributions made from the Company and Member's Allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless the Majority of the Members decide to induct the successor as a fully substituted Member in accordance to the provisions of Section VIII-III.

V. ACQUISITION OF A DECEASED MEMBER'S INTEREST. The Company shall have the option to acquire, purchase, or redeem a deceased Member's interest in the company provided that;

- A. A written notice to the deceased member's estate within 180 following the member's death. The deceased member's interest shall be valued in accordance with schedule 3 attached and made part of this Agreement, or upon agreement and the surviving Members and the deceased Member's estate.
- B. Closing the acquisition, purchase, or redemption of the deceased Member's interest in the Company shall be made within the Company's office on a designated date. Closing shall be made no later than 90 days following the appraisal of the deceased Member's interest in the Company, in accordance with Section VIII-II.
- C. The Company shall pay the purchase price of the deceased Member's interest in the Company. The purchase price shall be paid in cash if the interest is worth \$1,000.00; If the interest's worth exceeds \$1,000.00, the purchase price shall be paid in the following

manner; (a) in cash, bank cashier's check, or certified funds; (b) by executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

- D. The deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company. The estate or personal representative must also execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.
- E. Upon completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then existing Ownership Interests.

SECTION IX DISSOLUTION OR WINDING UP OF COMPANY

- I. **DISSOLUTION.** The shall dissolve under any of the following events and conditions:
 - A. Sale, transfer, or other disposition of all or a substantial part of the property of the Company;
 - B. By agreement of all of the Members;
 - C. By operation of law; or
 - D. The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there is then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.
- II. **WINDING UP.** If the Company is not continued upon its dissolution, the members must take full account of the Company's assets and liabilities. Such assets will then be liquidated as promptly consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution.

SECTION X GENERAL PROVISIONS

- I. **AMENDMENTS.** Amendments to this Agreement can be proposed by any Member. A proposed amendment will be adopted and become effective only upon the written approval of all of the Members.
- II. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Massachusetts.
- III. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement.
- IV. **MODIFICATION.** No modification or amendment of any provision of this Agreement shall bind any Member unless it is in writing, and signed by all the Members.
- V. **ATTORNEY FEES.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover reasonable attorney fees other costs related to the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the sum of reasonable attorney fees to be paid will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.
- VI. **FURTHER EFFECT.** The parties agree to execute other documents necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.
- VII. **SEVERABILITY.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.
- VIII. **NOTICES.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Printed/Typed Name <u>Devin Alexander</u>	Signature <u><i>Devin Alexander</i></u>
Printed/Typed Name <u>Bryce Hall</u>	Signature <u><i>Bryce Hall</i></u>
Printed/Typed Name _____	Signature _____

State of Massachusetts

SCHEDULES

Listing of Members -Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR Rolling Releaf (COMPANY NAME), L.L.C.

LISTING OF MEMBERS

As of the this 25 (Day) day of May, 2020 (Month, Year), the following is a list of Members of the Company:

NAME

ADDRESS

Devin Alexander

22 Rock Island Road Quincy, MA 02169

State of Massachusetts

Bryce Hall

839 Pearl Street Brockton, MA 02301

Authorized by Member(s) to provide Member Listing as this 25 (Day) day of May, 20 20
(Month, Year).

Printed/Typed Name Devin Alexander

Signature *Devin Alexander*

Printed/Typed Name Bryce Hall

Signature *Bryce Hall*

Printed/Typed Name _____

Signature _____

Listing of Capital Contributions -Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Rolling Releaf (COMPANY NAME), L.L.C.

CAPITAL CONTRIBUTIONS

Pursuant to **ARTICLE II**, the Members' initial contribution to the Company capital is stated to be \$100.
The description and each individual portion of this initial contribution are as follows:

NAME	CONTRIBUTION	OWNERSHIP
<u>Devin Alexander</u>	<u>\$ 1,000</u>	<u>75</u> %

State of Massachusetts

<u>Bryce Hall</u>	\$ <u>1,000</u>	<u>25</u> %
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_____ \$ _____ %

SIGNED AND AGREED this 25 (Day) day of May, 2020 (Month, Year).

Printed/Typed Name Devin Alexander Signature Devin Alexander

Printed/Typed Name Bryce Hall Signature Bryce Hall

Printed/Typed Name _____ **Signature** _____

Listing of Valuation of Members Interest -Schedule 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Rolling Releaf (COMPANY NAME), L.L.C.

VALUATION OF MEMBERS INTEREST

Pursuant to **ARTICLE VIII**, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
Devin Alexander	\$ 6750000
Bryce Hall	\$ 2250000
	\$

State of Massachusetts

SIGNED AND AGREED this 25 (Day) day of May, 20 20 (Month, Year).

Printed/Typed Name Devin Alexander Signature *Devin Alexander*

Printed/Typed Name Bryce Hall Signature *Bryce Hall*

Printed/Typed Name _____ Signature _____

NOTARY SEAL OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Massachusetts

County of Plymouth

On, _____, before me personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the **PENALTY OF PERJURY** under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

State of Massachusetts

Signature(Seal)



CONFIDENTIAL

Rolling Releaf, LLC

Ready for Releaf?

Business plan
Prepared March 2021

Contact Information

Devin Alexander

Devin.A@RollingReleaf.Org

<https://www.rollingreleaf.org>

Executive Summary

Opportunity

Problem

Adult use cannabis consumers 21 years and older want the convenience of having cannabis delivered directly to their door, but currently there are no existing options for that in Massachusetts. Due to this, customers have been subjected to having to stand in long lines outside of the various dispensaries across the state which can take as long as up to thirty minutes just to get in the door. There are also quite a number of cities and towns in the state which allow for adult use sales of cannabis, but do not have any adult use storefronts operating. Due to the current state of affairs brought on by Covid 19, most, if not all adult use dispensaries will have to operate by curbside pick up only. Once customers are allowed inside the establishments they will still have to adhere to strict occupancy restrictions, only further exacerbating the long wait times.

Solution

Rolling Releaf will contract with multiple cannabis cultivators and product manufacturers across the state to become one of the first cannabis delivery operators on the east coast. We will take on their products which will range from flower, edibles, topicals and concentrates and then deliver them straight to the consumer in the comfort of their home. Rolling Releaf will also implement a cashless system, which will help to deter robberies while also alleviating any concerns customers may have about the possible germs money could carry during this Covid 19 pandemic.

Market

According to BDS Analytics the adult use cannabis market is set to reach \$1.35 billion in Massachusetts by the end of 2021(which we see as undervalued). Of the

\$1.35 billion market delivery sales are set to account for 30-45% over the next 3 years. With the recent pandemic and trends surging towards contact free delivery we anticipate that the market cap for delivery will be at least 607.5 million. The city of Boston alone has just under 2 million consumers over the age of 21 with 1 in 5 consumers reporting that they have recently used recreational marijuana (according to wbur) making it an ideal market for delivery.

Rolling Releaf intends on taking advantage of having a location within one hour of the greater Boston area in order to provide service a growing need for cannabis delivery. By offering safe, discrete, and reliable home delivery we intend on not only serving a large majority of recreational cannabis consumers but also attract consumers that have not yet tried recreational cannabis because they did not have the access or have been intimidated by the dispensary experience as well as those who might suffer from mobility issues.

Infused Product

Rolling Releaf plans on entering the infused product market in addition to delivery. We will be creating our own line of cannabis cigars. The flower will be purchased from local craft cultivators and will be sent to a Product Manufacturer in the Central Mass. in order to create the products. They will be known as Rolling Releaf cannabis cigars and will consist of 2 grams of flower and 0.25 grams of full melt bubble hash. We will carry them on our menu and in addition we will have shelf space agreements set up with New Dia in Worcester, Legal Greens in Brockton and Pure Oasis in Boston. All three of these retail establishments are certified under Massachusetts Economic Empowerment program. By having the partnership with the Product Manufacturer we will cut down drastically on the wait time it would usually take to obtain full licensure since they have already accomplished that feat. By having a branded infused product on the market it will vastly improve our brand awareness.

Competition

We have formed an association with the other licensed social equity certified delivery companies (MCAD) which would hedge competition and ensure fair and uniform business practices across the emerging market. Our main competition would be brick and mortar medical marijuana treatment centers that already have established delivery services in place and brick and mortar adult use dispensaries once the exclusivity period ends for Social Equity program participants. We intend on leveraging our industry leading contacts and partnerships to offer the best possible menu for delivery.

Why Us?

Rolling Releaf will make accessing cannabis more convenient, reliable and affordable. Rolling Releaf is going to offer the best of what is available in the adult use market by partnering with industry leaders such as Cookies brand and deliver it straight to the consumer's households in areas that adult use cannabis stores are not yet operating in. By being located within one hour of the greater Boston area and having a strong partnership producers and product manufacturers we will work to become one of the first companies to offer large scale same day delivery to targeted areas with a high concentration of consumers. We also intend on sourcing many wholesale products from minority and equity owned businesses so the consumer can support two sustainable businesses simultaneously. Our network of industry connections give us a wide array of suppliers to contract with. One of the co-founders, Devin Alexander was in the first cohort of the states state wide Social Equity program. Not only does this give us an exclusive three year, potentially four year window to run delivery operations, it also ensures we will have a deep knowledge and understanding of the states extensive regulations along with the many advantages of discounted services that come with having social equity status.

SWOT Analysis

Strength: Vast knowledge of the cannabis industry with high profile connections in addition to being mentored by the co-founder of Lantern, weedmaps and other industry leaders.

Weakness: Limited number of cities and towns accepting adult use delivery. Not being able to produce our own product and potentially being subject to product shortages.

Opportunity: We have an exclusive 3 year window for social equity businesses to perform delivery operations that we intend to incorporate into an association to strengthen our place in the market.

Threat: Until cannabis is legalized on a federal level there is still a threat from the federal government.

Intellectual Property

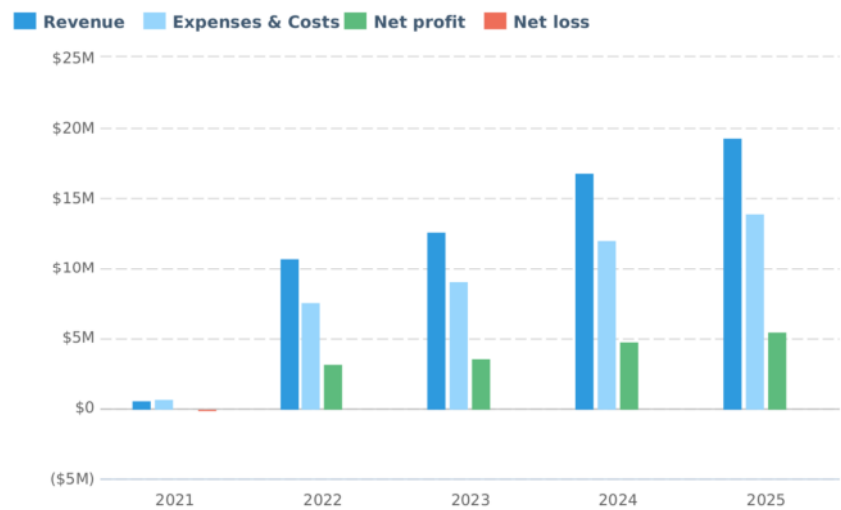
We believe strongly in our name and have filed our trademark for Rolling Releaf to secure our brand for merchandise offerings.

Expectations

Forecast

To start we are planning on a \$15 delivery fee with a minimum of \$100 per order. Conservatively we project 30 deliveries per day per van. We intend on starting with 2 vans. Our co-founders will draw only minimal salaries, starting in month 3, so we can reinvest our profits into growing the business. The South Coast region of the state will be our main focus to start out, but we will gradually expand our geographic reach as the business grows.

Financial Highlights by Year



Financing Needed

Rolling Releaf is looking to secure \$1,000,000. This money would be used to to complete the process of becoming fully operational. First use of funds would be to secure a location with a rental budget of \$48,000 per year. Next we would need to update the facility to meet our needs and include proper security measures to be in compliance with the CCC regulations by hiring an architect and construction company at an estimated cost of \$250,000. Along with facility acquisition and renovations we will also be purchasing and updating our fleet of vehicles at a cost of \$35,000 per vehicle we plan to purchase 3 by the end of our first operating year with a total cost of \$105,000. A portion of the financing will be used for contracts with third party technology platforms\$5350/yr, insurance \$4000/yr, purchasing cannabis products for resale \$150,000, marketing and website development \$20,000, and employee salaries .

Execution

Marketing & Sales

Marketing Plan

Due to Massachusetts strict regulations on Marketing and Advertising, Rolling Releaf will have to get creative with our Marketing tactics. Since billboard advertising is not allowed, we plan on taking out ad space in local magazines focus on cannabis in state such as Different Leaf and Sensi. We will contract with major cannabis websites such as Weedmaps, Leafly, IheartJane to help gain exposure. When the opportunity allows will we be a prominent sponsor of major cannabis events around the state as well. Additionally we plan to partner with marketing firms such as Cannabis Creative that specialize in cannabis business marketing.

Sales Plan

Rolling Releaf will contract exclusively with Minority Owned and Woman Owned cannabis brands in the Massachusetts market. Having the ability to wholesale directly from them allows us to curate a robust and diverse menu selection for consumers. We will also have a monthly newsletter generated through Mailchimp that will educate and inform consumers about the happenings in the cannabis industry both on a local level and national level as well as new products that we obtain.

Rolling Releaf will be operating on a cashless system with the help of the company Canpay. Consumers will need to have a confirmed payment in place to receive their delivery. By doing so we will greatly reduce the risks our robbery our drivers could potentially face. It will also help alleviate any concerns consumers might have about the spreading of germs through the handling of cash. Additionally we believe that using a pre-paid model will cut down on cancelations and reduce any confusion about total charges upon delivery.

Our advantages

Rolling Releaf is a Social Equity certified business which can lead to a major advantage in the Massachusetts Delivery market. In addition to receiving expedited licensure, for the first three years from when the first Marijuana Delivery Operator commences operations, delivery licenses are exclusively available to equity applicants only. This will allow us the opportunity to gain a sizable share in the market before larger operators can come into the space.

Upon receiving provisional licensure, Rolling Releaf will be applying with the states Supplier Diversity Office to become a certified Minority Owned Enterprise.

Here are some of the biggest advantages to getting certified as an MBE:

- **Federal contracts:** Many federal agencies are required to give a certain number of contracts to certified minority-owned businesses. So this certification could lead to new opportunities we wouldn't have found otherwise.
- **Federal tax incentives:** The government provides federal tax incentives to businesses that choose to work with minority-owned businesses.
- **Access to funding:** Across the country, various programs are available to help minority-owned businesses receive access to funding. These programs may provide grants, loans, and business mentorship.

Company

Overview

Ownership & Structure

Rolling Releaf is registered as limited-liability company. Our two founders, Devin Alexander and Bryce Hall, are co-owners with Devin acting as the majority share holder. No outside investors are involved at this point in time. We are looking to add equity investment partners.

Locations & Facilities

We currently have a LOI to occupy a 2100 square-foot industrial warehouse at 370 Wareham street in Middleboro . The facility is located within a community approved cannabis business campus meaning all of our neighbors will also be cannabis businesses such as growers, product manufacturers and other delivery companies. This will eliminate a lot of the challenges most cannabis companies face when maintaining good relationships with their neighbors. It will also give us close access to products that will be produced by other companies on the campus.

Our warehouse has the advantage of being a blank slate which means we have the opportunity to execute a build out that meets our specific needs without having to heavily modify already fixtures that would be already existing in other spaces. The warehouse already has a large garage door which will allow our vans to pull inside the secure warehouse to load and unload product. One key advantage of our lease and having the opportunity to do our own build out from scratch is that we will only be charged rent on the 2100 sf footprint of the unit and there is potential to build a mezzanine for a work and security office allowing us to maximize the use of the space without increasing rent.

Regulatory Requirements

Cannabis delivery is a highly regulated industry, especially within the Commonwealth of Massachusetts. Every aspect of our operation needs to meet strict regulatory requirements. All areas of our operation from purchasing, storage, handling, consumer deliver as well as the physical build out of our warehouse facility will need to be outlined in detailed standard operating procedures that will need to be approved by the CCC (Cannabis Control Commission) prior to obtaining our final license and commencing operations. All owners and employees will need to pass background checks and undergo a CCC certified responsible vendor training program. To ensure we remain in compliance we will have regular employee trainings and there will always be a member on staff acting as a compliance officer to protect our operations and make certain we are operating in compliance with CCC guidelines.

Roadmap

Our immediate goal is to have Rolling Releaf be a major operator for the cannabis home delivery market by curating a premium menu and focusing on superior customer service. The long term goal for Rolling Releaf is to be the number one cannabis home delivery company operating in Massachusetts. In order to reach that goal we will need to quickly expand our delivery capabilities by increasing the number of trucks we have and increase the area we can deliver to by opening a second warehouse location in Worcester county to take advantage of its centralized location within the state.

Milestones Table

Milestone	Due Date	Details
Sign Host Community Agreement with Middleborough	Completed	
Obtain Provisional License	June 17, 2021	
Commence Operations in Middleborough	October 11, 2021	
Second Location in Central MA	October 01, 2024	Second location based in Worcester County to service Central Massachusetts.

Partners & Resources

Our CEO has been at the forefront of the social equity movement in Massachusetts making a name for himself and Rolling Releaf along the way. He was among the first cohort to graduate the states social equity program and made connections to form the Massachusetts Cannabis Association for Delivery where he serves as the Vice President. MCAD is a trade association formed by social equity participants that lobbies and advocates in the interest of cannabis delivery in Massachusetts. Through his work driving social equity our CEO has garnered a lot of positive attention from industry leaders such as Cookies Brand who we will have a partnership with to carry their exclusive strains, WeedMaps who we will partner with to host our menu for free for the first year and has accepted Rolling Releaf into their social equity program to facilitate our business development. Our CEO has also received a scholarship from Green Light business solutions, a comprehensive consulting company with expertise in every facet of the cannabis licensing process including applying for state licensure, permitting, business planning, marketing and retail of adult use cannabis which will ensure we have a strong foundation for lasting success. In addition to partnering with other social equity and minority owned cultivators and product manufacturing businesses to promote quality craft cannabis.

Technology

Rolling Releaf plans to partner with various third party technology platforms that will allow us to optimize our delivery business. We will use the marketing advantage of being listed on platforms such as WeedMaps and IHeartJane who recently integrated with Leafly to get a large amount of customers to interact with our menu. We plan to utilize Blaze a point of sale and Onfleet for route optimization. Rolling Releaf will contract with Third Party Transporter licensee Plymouth Armour Group to outsource Dispatching services to help cut down on labor costs.

Future Markets

By the end of our second year we hope to be in a position where we can secure a second location in central Massachusetts in Worcester county as it is the second most densely populated area in the commonwealth. Once we have are at our two warehouse limit Rolling Releaf brand can explore the possibility of cultivation and product manufacturing. We also plan on extending into the New York market once they pass legalization, form their regulations and release their applications for Delivery licensure. We project that process to come to full fruition by 2024.

Team

Management team

Our business is a collaboration between two good friends: Devin Alexander and Bryce Hall. Devin is the CEO and President of Rolling Releaf while Bryce will serve as the Director Of Operations. Devin has been involved in the cannabis industry since 2017. Starting out at Ermont Inc in Quincy, Devin performed various roles in the company. From performing duties as a Patient Service Agent to becoming the eventual Director of Community Outreach, Devin has developed an excellent relationship with the residents of Quincy which will be the primary city we will serve. Bryce is the former edibles chef for Northeast Alternatives in Fall River. In his former role Bryce trained employees on the proper standard operating procedures for the kitchen environment, created award winning recipes for gummies, baked goods and other tasty confections. He was also able to increase their production output by fifty percent! Our owners network connections within the cannabis

industry will be very valuable when it comes time to start contracting agreements with Wholesale producers.

Key planned hires

In addition to the members we currently have and consulting team we are currently working with, we are looking to add a senior advisor with equity to our executive team. We will also look to add an office manager to act as our human resources. With those key roles filled we will look to add the backbone of our company which will be the drivers and delivery agent positions and inventory manager.

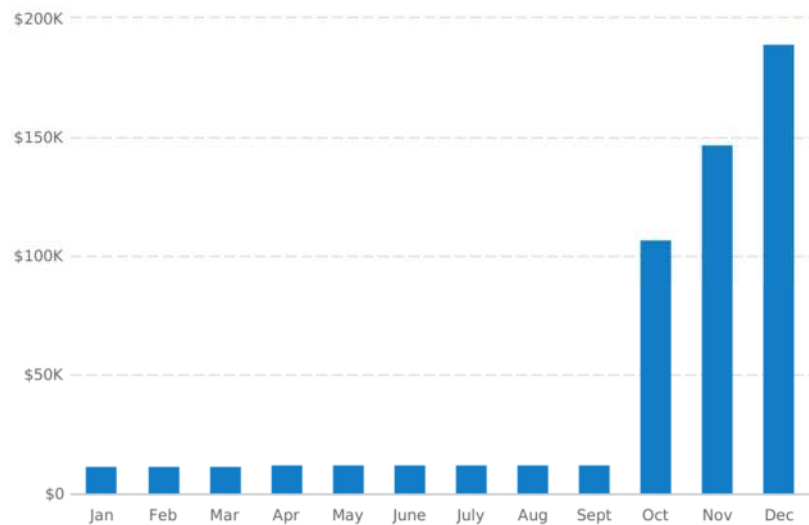
Financial Plan

Financing

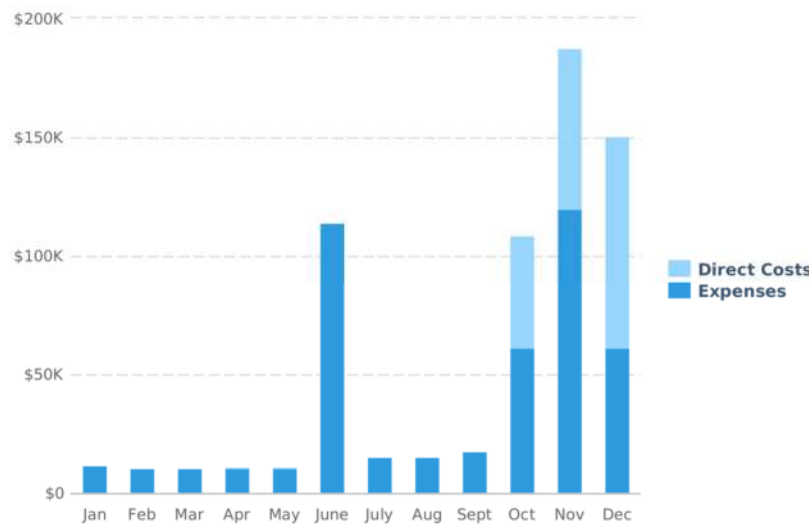
The biggest expenses will be building out the 2100 square foot facility at 370 Wareham St, in Middleborough, With an estimated cost of \$250,000-\$300,000 the purchasing of the delivery vans and then equipping them with all the proper modifications as deemed necessary by the Cannabis Control Commission \$30,000 per van with a total of \$60,000 for the first two vans to get the business started. Our first inventory order is estimated to be \$68,929. Since most traditional outlets for marketing are cut off from cannabis businesses to access we plan to use our third party technology menu listing platforms as the main marketing outlet. We will be listed on IheartJane for \$1800 a year which is discounted for social equity businesses. We also plan on being listed on WeedMaps and are negotiating pricing. Devin (our CEO) was recently highlighted by WeedMaps fighters for change initiative and we plan on being highlighted in their Fighters For Change initiative on their social media. Social Equity applicants get their application fees waived so we will save money in that area. Our remaining capital will be used as reserves until our sales ramp up. We plan on continuing to invest as much as we can back into the business to buy more vans and expand to a second warehouse location in Central MA.

Forecast

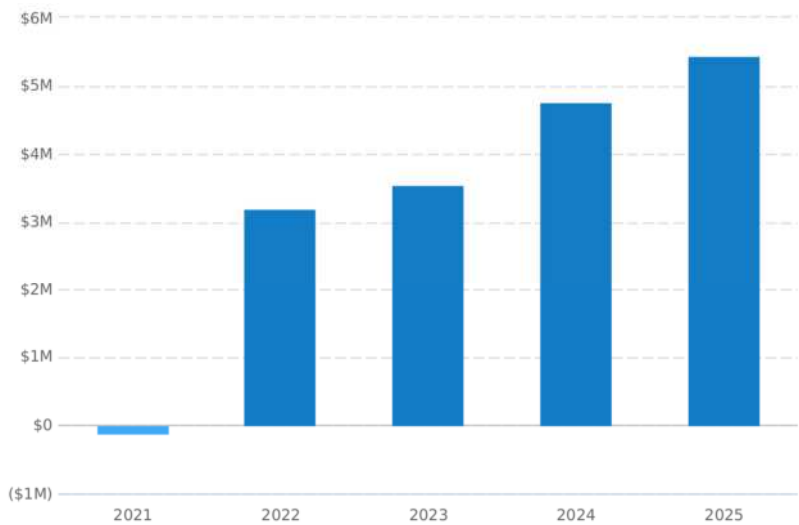
Revenue by Month



Expenses by Month



Net Profit (or Loss) by Year



Statements

Projected Profit and Loss

	2021	2022	2023	2024	2025
Revenue	\$552,500	\$10,788,200	\$12,645,600	\$16,791,300	\$19,348,900
Direct Costs	\$206,788	\$5,395,534	\$6,347,316	\$8,455,197	\$9,748,385
Gross Margin	\$345,712	\$5,392,666	\$6,298,284	\$8,336,103	\$9,600,515
Gross Margin %	63%	50%	50%	50%	50%
Operating Expenses					
Salaries & Wages	\$162,547	\$677,812	\$925,147	\$1,186,814	\$1,463,412
Employee Related Expenses	\$22,509	\$125,463	\$174,828	\$227,060	\$282,276
Delivery Van	\$60,000	\$90,000	\$90,000	\$90,000	\$90,000
Site renovation	\$100,000				
Bank Fees	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Body Cameras	\$1,200	\$600	\$3,600	\$3,000	
Dispatching Services	\$2,000	\$12,000	\$12,000	\$12,000	\$12,000
Office Supplies	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
Gas	\$3,000	\$32,400	\$97,200	\$162,000	\$165,000
General Liability Insurance	\$312	\$1,250	\$1,250	\$1,250	\$1,250
Marketing Materials	\$1,381	\$26,971	\$31,614	\$41,978	\$48,372
Accounting	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400
Host Community Agreement	\$16,575	\$323,646	\$379,368	\$503,739	\$580,467
Regular Maintenance	\$1,500	\$9,000	\$27,000	\$33,000	\$35,000

Inspection Sticker	\$100	\$450	\$450	\$750	\$750
I Heart Jane Menu	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
QuickBooks	\$300	\$300	\$300	\$300	\$300
Onfleet	\$3,350	\$3,350	\$3,350	\$3,350	\$3,350
Legal Fees (Pro Bono)	\$0	\$0	\$0	\$0	\$0
Monthly Rent	\$10,000	\$30,000	\$30,000	\$30,000	\$30,000
Commercial Vehicle Insurance	\$2,500	\$3,750	\$5,000	\$6,250	\$7,500
Blaze on board	\$1,000				
Blaze POS	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200
Website	\$510	\$510	\$510	\$510	\$510
Total Operating Expenses	\$455,985	\$1,404,701	\$1,848,817	\$2,369,201	\$2,787,388
Operating Income	(\$110,273)	\$3,987,965	\$4,449,467	\$5,966,902	\$6,813,127
Interest Incurred					
Depreciation and Amortization	\$2,116	\$3,505	\$3,504	\$3,505	\$3,505
Gain or Loss from Sale of Assets					
Income Taxes	\$0	\$774,414	\$889,193	\$1,192,679	\$1,361,925
Total Expenses	\$664,889	\$7,578,153	\$9,088,831	\$12,020,582	\$13,901,203
Net Profit	(\$112,389)	\$3,210,047	\$3,556,769	\$4,770,718	\$5,447,697
Net Profit / Sales	(20%)	30%	28%	28%	28%

Projected Balance Sheet

	2021	2022	2023	2024	2025
Cash	\$499,411	\$6,455,187	\$10,326,056	\$16,125,124	\$22,257,092
Accounts Receivable	\$0	\$0	\$0	\$0	\$0
Inventory	\$449,617	\$528,945	\$704,609	\$812,390	\$812,390
Other Current Assets					
Total Current Assets	\$949,027	\$6,984,132	\$11,030,665	\$16,937,514	\$23,069,482
Long-Term Assets	\$51,200	\$51,200	\$51,200	\$51,200	\$51,200
Accumulated Depreciation	(\$2,116)	(\$5,621)	(\$9,125)	(\$12,630)	(\$16,135)
Total Long-Term Assets	\$49,084	\$45,579	\$42,075	\$38,570	\$35,065
Total Assets	\$998,111	\$7,029,712	\$11,072,740	\$16,976,084	\$23,104,547
Accounts Payable	\$0	\$0	\$0	\$0	\$0
Income Taxes Payable	\$0	\$774,414	\$889,193	\$1,192,679	\$1,361,925
Sales Taxes Payable	\$110,500	\$2,157,640	\$2,529,120	\$3,358,260	\$3,869,780
Short-Term Debt					
Prepaid Revenue					
Total Current Liabilities	\$110,500	\$2,932,054	\$3,418,313	\$4,550,939	\$5,231,705
Long-Term Debt					
Long-Term Liabilities					
Total Liabilities	\$110,500	\$2,932,054	\$3,418,313	\$4,550,939	\$5,231,705
Paid-In Capital	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

Retained Earnings	\$0	(\$112,389)	\$3,097,658	\$6,654,427	\$11,425,145
Earnings	(\$112,389)	\$3,210,046	\$3,556,769	\$4,770,718	\$5,447,698
Total Owner's Equity	\$887,611	\$4,097,658	\$7,654,427	\$12,425,145	\$17,872,842
<hr/>					
Total Liabilities & Equity	\$998,111	\$7,029,712	\$11,072,740	\$16,976,084	\$23,104,547
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Projected Cash Flow Statement

	2021	2022	2023	2024	2025
Net Cash Flow from Operations					
Net Profit	(\$112,389)	\$3,210,047	\$3,556,769	\$4,770,718	\$5,447,697
Depreciation & Amortization	\$2,116	\$3,505	\$3,505	\$3,505	\$3,505
Change in Accounts Receivable	\$0	\$0	\$0	\$0	\$0
Change in Inventory	(\$449,617)	(\$79,328)	(\$175,664)	(\$107,781)	\$0
Change in Accounts Payable	\$0	\$0	\$0	\$0	\$0
Change in Income Tax Payable	\$0	\$774,414	\$114,779	\$303,486	\$169,246
Change in Sales Tax Payable	\$110,500	\$2,047,140	\$371,480	\$829,140	\$511,520
Change in Prepaid Revenue					
Net Cash Flow from Operations	(\$449,389)	\$5,955,777	\$3,870,868	\$5,799,068	\$6,131,968
Investing & Financing					
Assets Purchased or Sold	(\$51,200)				
Net Cash from Investing	(\$51,200)				
Investments Received	\$1,000,000				
Dividends & Distributions	\$0				

Change in
Short-Term
Debt

Change in Long-
Term Debt

**Net Cash from
Financing**

\$1,000,000

Cash at Beginning of Period	\$0	\$499,411	\$6,455,187	\$10,326,056	\$16,125,124
Net Change in Cash	\$499,411	\$5,955,777	\$3,870,868	\$5,799,068	\$6,131,968
Cash at End of Period	\$499,411	\$6,455,187	\$10,326,056	\$16,125,124	\$22,257,092

Appendix

Profit and Loss Statement (With monthly detail)

2021	Jan '21	Feb '21	Mar '21	Apr '21	May '21	June '21	July '21	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21
Total Revenue	\$11,700	\$11,700	\$11,700	\$12,100	\$12,100	\$12,200	\$12,300	\$12,400	\$12,400	\$107,250	\$147,300	\$189,350
Total Direct Costs				\$200	\$200	\$250	\$300	\$350	\$350	\$47,948	\$68,046	\$89,144
Gross Margin	\$11,700	\$11,700	\$11,700	\$11,900	\$11,900	\$11,950	\$12,000	\$12,050	\$12,050	\$59,303	\$79,254	\$100,206
Gross Margin %	100%	100%	100%	98%	98%	98%	98%	97%	97%	55%	54%	53%
Operating Expenses												
Salaries and Wages	\$4,166	\$4,166	\$4,166	\$4,166	\$4,167	\$7,667	\$7,667	\$7,667	\$7,667	\$37,016	\$37,016	\$37,016
Employee Related Expenses						\$700	\$700	\$700	\$700	\$6,570	\$6,570	\$6,569
Delivery Van											\$60,000	
Site renovation						\$100,000						
Bank Fees	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Body Cameras										\$1,200		
Dispatching Services											\$1,000	\$1,000
Office Supplies	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Gas										\$800	\$1,000	\$1,200
General Liability Insurance										\$104	\$104	\$104

Rolling Releaf, LLC

Marketing Materials	\$29	\$30	\$29	\$30	\$30	\$31	\$31	\$31	\$31	\$268	\$368	\$473
Accounting	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450
Host Community Agreement	\$351	\$351	\$351	\$363	\$363	\$366	\$369	\$372	\$372	\$3,218	\$4,419	\$5,680
Regular Maintenance										\$500	\$500	\$500
Inspection Sticker										\$100		
I Heart Jane Menu	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
QuickBooks	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Onfleet	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$280	\$280
Legal Fees (Pro Bono)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Rent									\$2,500	\$2,500	\$2,500	\$2,500
Commercial Vehicle Insurance							\$0			\$2,500		
Blaze on board	\$1,000											
Blaze POS	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850	\$850
Website	\$42	\$42	\$42	\$42	\$42	\$42	\$43	\$43	\$43	\$43	\$43	\$43
Total Operating Expenses	\$11,492	\$10,493	\$10,492	\$10,505	\$10,506	\$114,710	\$14,714	\$14,717	\$17,217	\$60,722	\$119,425	\$60,992
Operating Income	\$208	\$1,208	\$1,207	\$1,395	\$1,394	(\$102,760)	(\$2,714)	(\$2,667)	(\$5,167)	(\$1,419)	(\$40,171)	\$39,213
Interest Incurred												
Depreciation and Amortization	\$14	\$15	\$14	\$14	\$14	\$292	\$293	\$292	\$292	\$292	\$292	\$292
Gain or Loss from Sale of Assets												
Income Taxes	\$39	\$238	\$239	\$276	\$276	(\$1,068)	\$0	\$0	\$0	\$0	\$0	\$0

Rolling Releaf, LLC

Total Expenses	\$11,546	\$10,744	\$10,746	\$10,995	\$10,997	\$114,183	\$15,306	\$15,359	\$17,859	\$108,962	\$187,763	\$150,429
Net Profit	\$154	\$956	\$954	\$1,105	\$1,103	(\$101,983)	(\$3,006)	(\$2,959)	(\$5,459)	(\$1,712)	(\$40,463)	\$38,921
Net Profit / Sales	1%	8%	8%	9%	9%	(836%)	(24%)	(24%)	(44%)	(2%)	(27%)	21%

Rolling Releaf, LLC

	2021	2022	2023	2024	2025
Total Revenue	\$552,500	\$10,788,200	\$12,645,600	\$16,791,300	\$19,348,900
Total Direct Costs	\$206,788	\$5,395,534	\$6,347,316	\$8,455,197	\$9,748,385
Gross Margin	\$345,712	\$5,392,666	\$6,298,284	\$8,336,103	\$9,600,515
Gross Margin %	63%	50%	50%	50%	50%
Operating Expenses					
Salaries and Wages	\$162,547	\$677,812	\$925,147	\$1,186,814	\$1,463,412
Employee Related Expenses	\$22,509	\$125,463	\$174,828	\$227,060	\$282,276
Delivery Van	\$60,000	\$90,000	\$90,000	\$90,000	\$90,000
Site renovation	\$100,000				
Bank Fees	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Body Cameras	\$1,200	\$600	\$3,600	\$3,000	
Dispatching Services	\$2,000	\$12,000	\$12,000	\$12,000	\$12,000
Office Supplies	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
Gas	\$3,000	\$32,400	\$97,200	\$162,000	\$165,000
General Liability Insurance	\$312	\$1,250	\$1,250	\$1,250	\$1,250
Marketing Materials	\$1,381	\$26,971	\$31,614	\$41,978	\$48,372
Accounting	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400
Host Community Agreement	\$16,575	\$323,646	\$379,368	\$503,739	\$580,467
Regular Maintenance	\$1,500	\$9,000	\$27,000	\$33,000	\$35,000
Inspection Sticker	\$100	\$450	\$450	\$750	\$750
I Heart Jane Menu	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
QuickBooks	\$300	\$300	\$300	\$300	\$300
Onfleet	\$3,350	\$3,350	\$3,350	\$3,350	\$3,350

Rolling Releaf, LLC

Legal Fees (Pro Bono)	\$0	\$0	\$0	\$0	\$0
Monthly Rent	\$10,000	\$30,000	\$30,000	\$30,000	\$30,000
Commercial Vehicle Insurance	\$2,500	\$3,750	\$5,000	\$6,250	\$7,500
Blaze on board	\$1,000				
Blaze POS	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200
Website	\$510	\$510	\$510	\$510	\$510
Total Operating Expenses	\$455,985	\$1,404,701	\$1,848,817	\$2,369,201	\$2,787,388
Operating Income	(\$110,273)	\$3,987,965	\$4,449,467	\$5,966,902	\$6,813,127
Interest Incurred					
Depreciation and Amortization	\$2,116	\$3,505	\$3,504	\$3,505	\$3,505
Gain or Loss from Sale of Assets					
Income Taxes	\$0	\$774,414	\$889,193	\$1,192,679	\$1,361,925
Total Expenses	\$664,889	\$7,578,153	\$9,088,831	\$12,020,582	\$13,901,203
Net Profit	(\$112,389)	\$3,210,047	\$3,556,769	\$4,770,718	\$5,447,697
Net Profit / Sales	(20%)	30%	28%	28%	28%

Balance Sheet (With Monthly Detail)

2021	Jan '21	Feb '21	Mar '21	Apr '21	May '21	June '21	July '21	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21
Cash	\$1,348	\$4,896	\$8,243	\$12,058	\$1,015,822	\$865,452	\$865,149	\$864,962	\$814,677	\$814,609	\$782,799	\$499,411
Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inventory	\$0	\$0	\$200	\$200	\$250	\$300	\$350	\$350	\$47,948	\$68,046	\$89,145	\$449,617
Other Current Assets												
Total Current Assets	\$1,348	\$4,896	\$8,443	\$12,258	\$1,016,072	\$865,752	\$865,499	\$865,312	\$862,625	\$882,655	\$871,944	\$949,027
Long-Term Assets	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$51,200	\$51,200	\$51,200	\$51,200	\$51,200	\$51,200	\$51,200
Accumulated Depreciation	(\$14)	(\$29)	(\$43)	(\$57)	(\$71)	(\$363)	(\$656)	(\$948)	(\$1,240)	(\$1,532)	(\$1,824)	(\$2,116)
Total Long-Term Assets	\$1,186	\$1,171	\$1,157	\$1,143	\$1,129	\$50,837	\$50,544	\$50,252	\$49,960	\$49,668	\$49,376	\$49,084
Total Assets	\$2,533	\$6,067	\$9,600	\$13,401	\$1,017,200	\$916,589	\$916,043	\$915,564	\$912,585	\$932,323	\$921,320	\$998,111
Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income Taxes Payable	\$39	\$277	\$516	\$792	\$1,068	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Taxes Payable	\$2,340	\$4,680	\$7,020	\$9,440	\$11,860	\$14,300	\$16,760	\$19,240	\$21,720	\$43,170	\$72,630	\$110,500
Short-Term Debt												
Prepaid Revenue												
Total Current Liabilities	\$2,379	\$4,957	\$7,536	\$10,232	\$12,928	\$14,300	\$16,760	\$19,240	\$21,720	\$43,170	\$72,630	\$110,500
Long-Term Debt												

Rolling Releaf, LLC

Long-Term Liabilities

Total Liabilities	\$2,379	\$4,957	\$7,536	\$10,232	\$12,928	\$14,300	\$16,760	\$19,240	\$21,720	\$43,170	\$72,630	\$110,500
Paid-In Capital					\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Retained Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Earnings	\$154	\$1,110	\$2,064	\$3,169	\$4,272	(\$97,711)	(\$100,717)	(\$103,676)	(\$109,135)	(\$110,847)	(\$151,310)	(\$112,389)
Total Owner's Equity	\$154	\$1,110	\$2,064	\$3,169	\$1,004,272	\$902,289	\$899,283	\$896,324	\$890,865	\$889,153	\$848,690	\$887,611
Total Liabilities & Equity	\$2,533	\$6,067	\$9,600	\$13,401	\$1,017,200	\$916,589	\$916,043	\$915,564	\$912,585	\$932,323	\$921,320	\$998,111

Rolling Releaf, LLC

	2021	2022	2023	2024	2025
Cash	\$499,411	\$6,455,187	\$10,326,056	\$16,125,124	\$22,257,092
Accounts Receivable	\$0	\$0	\$0	\$0	\$0
Inventory	\$449,617	\$528,945	\$704,609	\$812,390	\$812,390
Other Current Assets					
Total Current Assets	\$949,027	\$6,984,132	\$11,030,665	\$16,937,514	\$23,069,482
Long-Term Assets	\$51,200	\$51,200	\$51,200	\$51,200	\$51,200
Accumulated Depreciation	(\$2,116)	(\$5,621)	(\$9,125)	(\$12,630)	(\$16,135)
Total Long-Term Assets	\$49,084	\$45,579	\$42,075	\$38,570	\$35,065
Total Assets	\$998,111	\$7,029,712	\$11,072,740	\$16,976,084	\$23,104,547
Accounts Payable	\$0	\$0	\$0	\$0	\$0
Income Taxes Payable	\$0	\$774,414	\$889,193	\$1,192,679	\$1,361,925
Sales Taxes Payable	\$110,500	\$2,157,640	\$2,529,120	\$3,358,260	\$3,869,780
Short-Term Debt					
Prepaid Revenue					
Total Current Liabilities	\$110,500	\$2,932,054	\$3,418,313	\$4,550,939	\$5,231,705
Long-Term Debt					
Long-Term Liabilities					
Total Liabilities	\$110,500	\$2,932,054	\$3,418,313	\$4,550,939	\$5,231,705
Paid-In Capital	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Retained Earnings	\$0	(\$112,389)	\$3,097,658	\$6,654,427	\$11,425,145
Earnings	(\$112,389)	\$3,210,046	\$3,556,769	\$4,770,718	\$5,447,698

Rolling Releaf, LLC

Total Owner's Equity	\$887,611	\$4,097,658	\$7,654,427	\$12,425,145	\$17,872,842
Total Liabilities & Equity	\$998,111	\$7,029,712	\$11,072,740	\$16,976,084	\$23,104,547

Cash Flow Statement (With Monthly Detail)

2021	Jan '21	Feb '21	Mar '21	Apr '21	May '21	June '21	July '21	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21
Net Cash Flow from Operations												
Net Profit	\$154	\$956	\$954	\$1,105	\$1,103	(\$101,983)	(\$3,006)	(\$2,959)	(\$5,459)	(\$1,712)	(\$40,463)	\$38,921
Depreciation & Amortization	\$14	\$14	\$14	\$14	\$14	\$292	\$292	\$292	\$292	\$292	\$292	\$292
Change in Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Inventory	\$0	\$0	(\$200)	\$0	(\$50)	(\$50)	(\$50)	\$0	(\$47,598)	(\$20,099)	(\$21,099)	(\$360,472)
Change in Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Income Tax Payable	\$39	\$238	\$239	\$276	\$276	(\$1,068)	\$0	\$0	\$0	\$0	\$0	\$0
Change in Sales Tax Payable	\$2,340	\$2,340	\$2,340	\$2,420	\$2,420	\$2,440	\$2,460	\$2,480	\$2,480	\$21,450	\$29,460	\$37,870
Change in Prepaid Revenue												
Net Cash Flow from Operations	\$2,548	\$3,548	\$3,348	\$3,815	\$3,764	(\$100,370)	(\$304)	(\$187)	(\$50,285)	(\$68)	(\$31,810)	(\$283,388)
Investing & Financing												
Assets Purchased or Sold	(\$1,200)					(\$50,000)						
Net Cash from Investing	(\$1,200)					(\$50,000)						

Rolling Relleaf, LLC

Investments Received						\$1,000,000						
Dividends & Distributions	\$0											
Change in Short-Term Debt												
Change in Long-Term Debt												
Net Cash from Financing	\$0					\$1,000,000						
Cash at Beginning of Period	\$0	\$1,348	\$4,896	\$8,243	\$12,058	\$1,015,822	\$865,452	\$865,149	\$864,962	\$814,677	\$814,609	\$782,799
Net Change in Cash	\$1,348	\$3,548	\$3,348	\$3,815	\$1,003,764	(\$150,370)	(\$304)	(\$187)	(\$50,285)	(\$68)	(\$31,810)	(\$283,388)
Cash at End of Period	\$1,348	\$4,896	\$8,243	\$12,058	\$1,015,822	\$865,452	\$865,149	\$864,962	\$814,677	\$814,609	\$782,799	\$499,411

	2021	2022	2023	2024	2025
Net Cash Flow from Operations					
Net Profit	(\$112,389)	\$3,210,047	\$3,556,769	\$4,770,718	\$5,447,697
Depreciation & Amortization	\$2,116	\$3,505	\$3,505	\$3,505	\$3,505
Change in Accounts Receivable	\$0	\$0	\$0	\$0	\$0
Change in Inventory	(\$449,617)	(\$79,328)	(\$175,664)	(\$107,781)	\$0
Change in Accounts Payable	\$0	\$0	\$0	\$0	\$0
Change in Income Tax Payable	\$0	\$774,414	\$114,779	\$303,486	\$169,246
Change in Sales Tax Payable	\$110,500	\$2,047,140	\$371,480	\$829,140	\$511,520
Change in Prepaid Revenue					
Net Cash Flow from Operations	(\$449,389)	\$5,955,777	\$3,870,868	\$5,799,068	\$6,131,968
Investing & Financing					
Assets Purchased or Sold	(\$51,200)				
Net Cash from Investing	(\$51,200)				
Investments Received	\$1,000,000				
Dividends & Distributions	\$0				
Change in Short-Term Debt					
Change in Long-Term Debt					
Net Cash from Financing	\$1,000,000				
Cash at Beginning of Period	\$0	\$499,411	\$6,455,187	\$10,326,056	\$16,125,124
Net Change in Cash	\$499,411	\$5,955,777	\$3,870,868	\$5,799,068	\$6,131,968
Cash at End of Period	\$499,411	\$6,455,187	\$10,326,056	\$16,125,124	\$22,257,092

Plan for obtaining General Liability Insurance

Rolling Releaf LLC ("Rolling Releaf") plans to contract with Charles River Insurance Company to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Rolling Releaf will consider additional coverage based on availability & cost- benefit analysis. If adequate coverage is unavailable at a reasonable rate, Rolling Releaf will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Rolling Releaf will keep reports documenting compliance with 935 CMR 500.105(10). Vehicles used for delivery by Rolling Releaf shall carry liability insurance in an amount not less than \$1,000,000 combined single limit. 935 CMR 500.145(4); 935 CMR 500.101(2); 935 CMR 500.105(10)

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Rolling Releaf will securely maintain personnel records, including registration status and background check records. Rolling 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 Rolling 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:

Devin Alexander

857-544-8040

D.alexander1993@gmail.com

Business Hours (Subject to Approval by the Special Permit Granting Authority) Monday: 8:00AM – 9:00 PM Tuesday: 8:00AM – 9:00 PM Wednesday: 8:00AM – 9:00 PM Thursday: 8:00AM – 9:00 PM Friday: 8:00AM – 9:00 PM Saturday: 8:00AM – 9:00 PM Sunday: 8:00AM – 9:00PM

- In addition to completing the Commission's agent registration process, all agents hired to work for Rolling Releaf will undergo a detailed background investigation prior to being granted access to a Rolling Releaf facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Rolling 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, Rolling 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, Rolling 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, Rise 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 Rolling Releaf or the Commission. Personnel Policies and Training As outlined in Rolling 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 Rolling Releaf agents are required to complete training as detailed in Rolling Releaf's Qualifications and Training plan which includes but is not limited to the Rolling 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). Rolling 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 Rolling 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.

Rolling Releaf LLC Record Keeping Procedure Delivery-Only Licensee

Intent: Rolling Releaf. is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB”) or any other regulatory agency. To provide clear and concise instructions for Rolling Releaf employees regarding Record Keeping that are in compliance with the Regulations.

Purpose: The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

Access to the Commission: Rolling Releaf electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Types of Records: The following records will be maintained and stored by Rolling Releaf and available to the Commission upon request: 1. Operating procedures as required by 935 CMR 500.105(1) a. Security measures in compliance with 935 CMR 500.110; b. Employee security policies, including personal safety and crime prevention techniques; c. A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000. d. Storage of marijuana in compliance with 935 CMR 500.105(11); e. 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; f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9); g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160; h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9); i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies; j. Alcohol, smoke, and drug-free workplace policies; k. A plan describing how confidential information will be maintained; l. A policy for the immediate dismissal of any marijuana establishment

agent who has: i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or iii. 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. m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website. n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s). o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old. p. Policies and procedures for energy efficiency and conservation that shall include: i. 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; ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable; iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

2. Operating procedures as required by 935 CMR 500.120(12); a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8); b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety; c. Policies and procedures for

ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);

d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);

e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11);

and f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.

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

4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;

a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

ii. Documentation of verification of references;

iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

iv. 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;

v. Documentation of periodic performance evaluations;

vi. A record of any disciplinary action taken; and

vii. Notice of completed responsible vendor and eight-hour related duty training.

c. A staffing plan that will demonstrate accessible business hours and safe work conditions;

d. Personnel policies and procedures; and

e. All background check reports obtained in accordance with 935 CMR 500.030

6. Business records, which shall include manual or computerized records of:

a. Assets and liabilities;

b. Monetary transactions;

c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

d. Sales records including the quantity, form, and cost of marijuana products; and

e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including

members of the nonprofit corporation, if any. 7. Waste disposal records as required under 935 CMR 500.105(12); and 8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. 9. Responsible vendor training program compliance records. 10. Vehicle registration, inspection and insurance records. All records kept and maintained by Rolling Releaf will be securely held. Access to these records will only be accessible to Rolling Releaf Agents who require access as a part of their job duties.

Rolling Releaf LLC

Maintaining Financial Records Policy and Procedure

Delivery-Only Licensee

Intent

Rolling Releaf is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts

Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for Rolling Releaf employees regarding the Maintenance of Financial Records that are in compliance with the Regulations.

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure

that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

III. Policy

All Rolling Releaf financial records will be kept and maintained according to generally accepted accounting principles. Our CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

1. All Rolling Releaf financial/business records will be available for inspection to the Commission upon request.

2. Rolling Releaf will maintain all business records in Manual and electronic (computerized) form.

These records include, but are not limited to;

- a. Assets and liabilities;
- b. Monetary transactions;
- c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- d. Sales records including the quantity, form, and cost of marijuana products; and
- e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records, Rolling Releaf will incorporate the following into our business operations;

1. Rolling Releaf will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees.

2. Rolling Releaf has and will maintain a banking relationship with GFA Credit Union to provide banking services for our company.

3. Rolling Releaf will use up to date financial software programs for all financial transactions.

4. Rolling Releaf does not plan to make cash transactions with other Marijuana Establishments.

All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.

5. On an annual basis Rolling Releaf will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Rolling Releaf's finances (books).

6. Rolling Releaf will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

7. At the end of each business day a reconciliation audit will be done by the

Facility Manager or designee.

8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly.

9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.

10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

Rolling Releaf electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

Rolling Releaf books, records, papers and other data will be made available upon request by the DOR.

Accounting records and information in electronic format will be provided in a searchable electronic format

if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax

laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period

for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Rolling Releaf will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

Rolling Releaf will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1" Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems". The POS System will be approved by the Commission.

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what

was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Rolling Releaf will maintain the following records:

- a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
- b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
- c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
- d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
- e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.

2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:

- a. individual item(s) sold,
- b. selling price,
- c. tax due,
- d. invoice number,
- e. date of sale,
- f. method of payment, and
- g. POS terminal number and POS transaction number.

3. Rolling Releaf will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:

- a. Internal sequential transaction numbers;
- b. Records of all POS terminal activity; and
- c. Procedures to account for voids, cancellations, or other discrepancies in sequential

numbering.

d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:

e. Any and all activity related to other operating modes available in the system, such as a training mode; and

f. Any and all changes in the setup of the system.

4. Rolling Releaf will comply with the provisions of 935 CMR 500.140(6): Recording Sales.

a. Rolling Releaf will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.

b. Rolling Releaf may utilize a sales recording module approved by the DOR.

c. Rolling Releaf will not utilize software or other methods to manipulate or alter sales data.

d. Rolling Releaf will conduct a monthly analysis of our 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 or alter sales data. Rolling Releaf will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Rolling 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:

i. We will immediately disclose the information to the Commission;

ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.

e. Rolling Releaf will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

f. Rolling Releaf will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

g. Rolling Releaf will allow the Commission and the DOR may audit and examine our

point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935
CMR 500.000.

DIVERSITY PLAN

Overview

Rolling Releaf, LLC (“RRL”) 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, RRL has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in RRL’s operations.

Goals

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

1. Our goal is to ensure that 50% or more of our work force is comprised of minorities.
2. Our goal is to ensure that 5% or more of our work force is comprised of persons with disabilities.
3. Our goal is to ensure that 25% or more of our work force is comprised of women.
4. Our goal is to ensure that 15% or more of our work force is comprised of veterans.
5. Our goal is to ensure that 5% or more of our work force is comprised of people who are LGBTQ+;
6. We will conduct at least 1 annual training on diversity and inclusion.

Programs

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

- Advertising employment opportunities (as they become available, but not less than annually) in diverse publications, job boards, or other mediums (including DiversityJobs.com) to residents who are minorities, persons with disabilities or women;
- Host or participating in an annual job fair, which will be marketed to the above-listed groups. This job fair will be held in Middleborough or via Zoom and publicized in the Middleboro Gazette;
- Conduct at least one training that all employees are required to attend about celebrating diversity and promoting inclusive practices.

Measurements

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

- Completing a voluntary employee audit and survey to ensure that it achieves the above listed hiring goals;
- Documenting all trainings held relative to diversity and inclusion;
- Documenting any job postings listed in diverse publications and boards and any resumes received as a result of such posting; and
- Documenting any job fairs hosted or participated in and any resumes received as a result.

Beginning upon receipt of RRL’s first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, RRL 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 Human Resources Manager will review and evaluate RRL's measurable outcomes no less than twice annually to ensure that RRL is meeting its commitments. RRL is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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