



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283288  
Original Issued Date: 11/05/2020  
Issued Date: 01/20/2022  
Expiration Date: 01/22/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Holland Brands NA, LLC

Phone Number: 845-304-8375 Email Address: info@nativesunwellness.com

Business Address 1: 1320 South Washington Street

Business Address 2:

Business City: North Attleborough Business State: MA

Business Zip Code: 02760

Mailing Address 1: 77 Rumford Ave

Mailing Address 2: Suite 7

Mailing City: Waltham

Mailing State: MA

Mailing Zip Code: 02453

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 43

Percentage Of Control: 33

Role: Manager

Other Role:

First Name: Timothy

Last Name: Caraboolad

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:	

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 46	Percentage Of Control: 33
Role: Owner / Partner	Other Role: Owner & member of board of managers of Native Sun Holdings, LLC, sole shareholder of the license holder
First Name: Geoffrey	Last Name: Caraboolad
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 11	Percentage Of Control: 33
Role: Owner / Partner	Other Role: Owner, Chief Financial Officer, Treasurer, Secretary, & member of board of managers of Native Sun Holdings, LLC, sole shareholder of the License holder
First Name: Geoffrey	Last Name: Bernstein
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100
Entity Legal Name: Native Sun Holdings, LLC	Entity DBA:
	DBA City:
Entity Description: Massachusetts limited liability company	
Foreign Subsidiary Narrative:	
Entity Phone:	Entity Email:
Entity Address 1:	Entity Website: www.nativesunwellness.com
Entity City:	Entity Address 2:
Entity Mailing Address 1:	Entity State:
Entity Mailing City:	Entity Zip Code:
	Entity Mailing Address 2:
	Entity Mailing State:
	Entity Mailing Zip Code:
Relationship Description: Native Sun Holdings, LLC is the Sole Shareholder of the ME (Holland Brands NA, LLC) that exercises authority of a shareholder pursuant to M.G.L. Ch. 156D.	

### CLOSE ASSOCIATES AND MEMBERS

No records found

### CAPITAL RESOURCES - INDIVIDUALS

#### Individual Contributing Capital 1

First Name: Timothy	Last Name: Caraboolad	Suffix:
Types of Capital: Monetary/	Other Type of Capital:	Total Value of the Capital Provided:
		Percentage of Initial Capital:

Equity	\$100000	100
Capital Attestation: Yes		

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Timothy	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun Wellness, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hudson	Marijuana Establishment State: MA	

##### Individual 2

First Name: Timothy	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun MFG LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

##### Individual 3

First Name: Timothy	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun MFG LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

##### Individual 4

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun Wellness, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hudson	Marijuana Establishment State: MA	

##### Individual 5

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun MFG LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

##### Individual 6

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun MFG LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

##### Individual 7

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Native Sun Wellness, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hudson	Marijuana Establishment State: MA	

##### Individual 8

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Native Sun MFG LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

##### Individual 9

Date generated: 04/05/2022

First Name: Geoffrey Last Name: Bernstein Suffix:  
Marijuana Establishment Name: Native Sun MFG LLC Business Type: Marijuana Product Manufacture  
Marijuana Establishment City: Fitchburg Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1320 South Washington Street  
Establishment Address 2:  
Establishment City: North Attleborough Establishment Zip Code: 02760  
Approximate square footage of the establishment: 9375 How many abutters does this property have?: 5  
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5e4a055769dc9d0456db9716	02/16/2020
Certification of Host Community Agreement	HCA Certification Executed.pdf	pdf	5e8a015c2b97cf38fa375fa1	04/05/2020
Community Outreach Meeting Documentation	Community Outreach Documentation_Abutters Update, redacted.pdf	pdf	5ec20537504715348b1e2806	05/17/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$-1

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - Holland Brands NA LLC 040520.pdf	pdf	5e8a02afbddf0438d21dcab1	04/05/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:  
First Name: Geoffrey Last Name: Caraboolad Suffix:  
RMD Association: Not associated with an RMD

Date generated: 04/05/2022

Background Question: no

### Individual Background Information 3

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

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	HBNA certificate of good standing secretary of state.pdf	pdf	5e8a0f7fb3c49635509eafad	04/05/2020
Department of Revenue - Certificate of Good standing	HBNA DOR Certificate of Good Standing.pdf	pdf	5e8a0f8081ed8a355b8d8ddc	04/05/2020
Articles of Organization	Certificate of Organization.pdf	pdf	5e8a1103172cbc354597609e	04/05/2020
Bylaws	HOLLAND BRANDS NA LLC _ Operating Agreement ESIGNED.pdf	pdf	5e8a1390172cbc35459760a2	04/05/2020
Secretary of Commonwealth - Certificate of Good Standing	HBNA DUA Cert of Good Standing Attestation.pdf	pdf	5ec7c6507dc0413492817e00	05/22/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Holland Brands NA_DoR CoGS.pdf	pdf	6164f0884c206f685c09ca79	10/11/2021
Department of Unemployment Assistance - Certificate of Good standing	Holland Brands NA_DUA Attestation.pdf	pdf	6164f08d3d1a3f6867ed3bc3	10/11/2021
Secretary of Commonwealth - Certificate of Good Standing	HBNA_SoC CoGS 10.19.21.pdf	pdf	617316e22c8fa137b9c72bc1	10/22/2021

Massachusetts Business Identification Number: 001389281

Doing-Business-As Name: Native Sun

DBA Registration City: North Attleborough

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	NA CCC - NSW - Business Plan.pdf	pdf	5e8b786b2eba6d38ef165cc1	04/06/2020
Plan for Liability Insurance	Holland Brands NA, LLC - Plan for Obtaining Liability Insurance.pdf	pdf	6164d1247afdc8683b26a058	10/11/2021
Proposed Timeline	Holland Brands NA_Proposed Timeline.pdf	pdf	6165f904ff5a8a691f85a108	10/12/2021

## OPERATING POLICIES AND PROCEDURES

### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Holland Brands NA, LLC - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	6164d1ba4c206f685c09ca4c	10/11/2021
Restricting Access to age 21 and older	Holland Brands NA, LLC - Plan for Restricting Access to Age 21 and Older.pdf	pdf	6164d22a1a09116935910d50	10/11/2021
Security plan	Holland Brands NA, LLC - Security Plan.pdf	pdf	6164d30992505868ec66ade8	10/11/2021
Prevention of diversion	Holland Brands NA, LLC - Prevention of Diversion.pdf	pdf	6164d32b2831f56830cd8db3	10/11/2021
Storage of marijuana	Holland Brands NA, LLC - Storage of Marijuana.pdf	pdf	6164d360ec8df6685105e614	10/11/2021
Transportation of marijuana	Holland Brands NA, LLC - Transportation of Marijuana.pdf	pdf	6164d396d7af776846094686	10/11/2021
Inventory procedures	Holland Brands NA, LLC - Inventory Procedures.pdf	pdf	6164d3a74c206f685c09ca50	10/11/2021
Quality control and testing	Holland Brands NA, LLC -Quality Control and Testing.pdf	pdf	6164d3b83d1a3f6867ed3b90	10/11/2021
Dispensing procedures	Holland Brands NA, LLC - Dispensing Procedures.pdf	pdf	6164d3ca53eb05681e9d0d5e	10/11/2021
Personnel policies including background checks	Holland Brands NA, LLC - Personnel Policies Including Background Checks.pdf	pdf	6164d436578bf568253bc9df	10/11/2021
Record Keeping procedures	Holland Brands NA, LLC - Recordkeeping Procedures.pdf	pdf	6164d45cc73bae68fe115940	10/11/2021
Maintaining of financial records	Holland Brands NA, LLC - Maintaining of Financial Records.pdf	pdf	6164d466c28c0968f3847d69	10/11/2021
Qualifications and training	Holland Brands NA, LLC - Qualifications and Training.pdf	pdf	6164d508ff5a8a691f859959	10/11/2021
Energy Compliance Plan	Holland Brands NA, LLC - Energy Compliance Plan.pdf	pdf	6164d524af787c692aaca7e0	10/11/2021
Diversity plan	HBNA Staff Diversity Plan v2.pdf	pdf	6165f916d7af776846094dcd	10/12/2021

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

### Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable At This Time.pdf	pdf	6164f180269fa7691422d397	10/11/2021

### Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable At This Time.pdf	pdf	6164f183734f4a69091d1c84	10/11/2021

## ATTESTATIONS

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

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

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

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

Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

**Description of Progress or Success:** While Holland Brands is not yet operational, it (and its affiliated companies) have begun outreach efforts with respect to its Positive Impact Plan. Holland Brands will continue compliance with its Positive Impact Plan, including outreach efforts and donations, as it establishes its operations. Holland Brands acknowledges that compliance with its Positive Impact Plan is a requirement of the license renewal process. The current copy of Holland Brands' Positive Impact Plan is also attached herewith, as well as an updated letter from Making Opportunity Count.

#### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

**Description of Progress or Success:** While Holland Brands is not yet operational, it (and its affiliated companies) have begun outreach efforts with respect to its Diversity Plan. Holland Brands will continue compliance with its Diversity Plan, including outreach efforts and hiring, as it establishes its operations. Holland Brands acknowledges that compliance with its Diversity Plan is a requirement of the license renewal process. The current copy of Holland Brands' Diversity Plan is also attached herewith.

#### HOURS OF OPERATION

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

## Plan to Remain Compliant with Local Zoning

Holland Brands NA, LLC. (“HBNA”) will remain compliant at all times with the local zoning requirements set forth in the Town of North Attleborough’s Zoning By-Laws. HBNA’s proposed Retail Marijuana Establishment (RME) is located in the “C60” Zoning District in which Marijuana Retailer is permitted by special permit.

As required by the Town of North Attleborough’s General Zoning By-Law, HBNA will apply for a Special Permit and a Site Plan Review, as applicable, from the Zoning Board of Appeals, as the local Special Permit Granting Authority. HBNA will apply for any other local permits required to operate an RME at the proposed location. HBNA will comply with all conditions and standards set forth in any local permit required to operate an RME at HBNA’s proposed location.

HBNA applied for, and was granted a license that allowed it to pursue a Host Agreement with the Town of North Attleborough and subsequently executed a Host Community Agreement with the Town Manager as the contracting authority for the Town of North Attleborough.

As part of that application, HBNA committed to gaining the approval of the local Board of Health, Fire Department, Police Department and Planning Board before commencing operations. HBNA will honor those and all commitments made to the Town of North Attleborough.

Furthermore, HBNA will continue to work cooperatively with various municipal departments, boards, and officials to ensure that HBNA’s RME remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

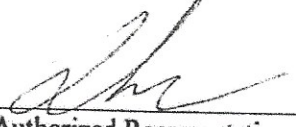


## Host Community Agreement Certification Form

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

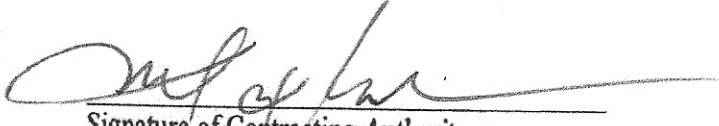
### Applicant

I, Timothy Carabocian, (insert name) certify as an authorized representative of Holland Brands NA LLC (insert name of applicant) that the applicant has executed a host community agreement with The Town of North Attleborough (insert name of host community) pursuant to G.L.c. 94G § 3(d) on Jan 17th 2020 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Michael H. Galuska (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for The Town of North Attleborough (insert name of host community) to certify that the applicant and The Town of North Attleborough (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Jan. 17th 2020 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## Community Outreach Meeting Attestation Form

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

I, MICHAEL DRAYER, (insert name) attest as an authorized representative of HOLLAND BRANDS NA, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on JANUARY 04, 2020 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on DECEMBER 4, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on DECEMBER 12, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on DECEMBER 12, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).



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

ATTACHMENT "A"

SUN CHRONICLE  
34 SOUTH MAIN STREET  
ATTLEBORO MA 02703  
USA  
(508) 236-0365

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 12/02/19 15:01 by kmadd-sc

Acct #: 88267

Ad #: 413897

Status: New CHOLD CHOI

Nattle Community Outreach

**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING: MARIJUANA ESTABLISHMENT  
PROPOSED ADDRESS: 1320 SOUTH WASHINGTON  
STREET, NORTH ATTLEBOROUGH, MA 02760**

Notice is hereby given that Holland Brands, LLC will hold a Community Outreach Meeting on **JANUARY 04, 2020** in **THE MEETING ROOM (LOWER LEVEL)** located at the **RICHARDS MEMORIAL LIBRARY, 118 NORTH WASHINGTON STREET, NORTH ATTLEBOROUGH, MA 02760** between **10:00AM AND 11:00AM**.

Information to be presented and discussed will include but not be limited to:

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

Community members are both permitted and encouraged to ask questions and receive answers from representatives of Holland Brands, LLC related to the proposed establishment.

A copy of this notice is on file with the City Clerks office, the Board of Selectmans office, and the Planning Board office, all located at the North Attleborough Town Hall, 43 S Washington St, North Attleborough, MA 02760, and a copy of this Notice was mailed at least two weeks prior to the Community Outreach Meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Holland Brands, LL  
Michael Drayer  
DOC  
12/04/2019



Holland Brands, LLC

**NOTICE OF COMMUNITY OUTREACH MEETING**

**REGARDING: MARIJUANA ESTABLISHMENT**

**PROPOSED ADDRESS: 1320 SOUTH WASHINGTON STREET, NORTH ATTLEBOROUGH, MA 02760**

Notice is hereby given that Holland Brands, LLC will hold a Community Outreach Meeting on **JANUARY 04, 2020** in **THE MEETING ROOM (LOWER LEVEL)** located at the **RICHARDS MEMORIAL LIBRARY, 118 NORTH WASHINGTON STREET, NORTH ATTLEBOROUGH, MA 02760** between **10:00AM AND 11:00AM**.

Information to be presented and discussed will include but not be limited to:

1. The type(s) of Marijuana Establishment to be located at the proposed address;
2. Plans and information for maintaining a secure facility;
3. Plans and protocols to prevent diversion to minors;
4. Plans to positively impact the community in which the establishment intends to be located;
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Holland Brands, LLC

Michael Drayer

DOC

Michael Drayer  
Holland Brands, LLC  
Director & Project Supervisor  
[michael@hollandbrands.org](mailto:michael@hollandbrands.org)  
(603) – 397 - 8727

ATTACHMENT "C"

SUN CHRONICLE  
34 SOUTH MAIN STREET  
ATTLEBORO MA 02703  
USA  
(508) 236-0365

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 12/02/19 15:01 by kmadd-sc

Acct #: 88267

Ad #: 413897

Status: New CHOLD CHOI

Nattle Community Outreach

**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING: MARIJUANA ESTABLISHMENT  
PROPOSED ADDRESS: 1320 SOUTH WASHINGTON  
STREET, NORTH ATTLEBOROUGH, MA 02760**

Notice is hereby given that Holland Brands, LLC will hold a Community Outreach Meeting on JANUARY 04, 2020 in THE MEETING ROOM (LOWER LEVEL) located at the RICHARDS MEMORIAL LIBRARY, 118 NORTH WASHINGTON STREET, NORTH ATTLEBOROUGH, MA 02760 between 10:00AM AND 11:00AM.

Information to be presented and discussed will include but not be limited to:

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

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Holland Brands, LL  
Michael Drayer  
DOC  
12/04/2019

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

NORTH ATTLEBORO, MA 02760

**OFFICIAL USE**

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

Postmark Here  
DEC 13 2019  
12/18/2019

Street and Apt. No., or PO Box No.  
[REDACTED]

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

October 8, 2021

Town Manager Michael Borg  
Town of North Attleborough  
43 South Washington Street  
North Attleborough, MA 02760

**Re: Request for Records of Costs Related to Holland Brands' North Attleborough Operations**

Dear Town Manager Borg:

Please be advised that as a requirement of Holland Brands NA, LLC's ("Holland Brands") license renewal application for its marijuana establishment in the Town of North Attleborough ("North Attleborough" or "Town"), the Cannabis Control Commission (the "Commission") is requiring Holland Brands to submit (1) documentation that it requested from its Host Community the records of any cost to the Town, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as Holland Brands' formal request to the Town to produce the records of any cost, whether anticipated or actual, resulting from Holland Brands' operation within the Town. Please note that a copy of this correspondence along with any response received from the Town, or barring receipt of any response, an attestation to that effect, shall be submitted by Holland Brands to the Commission. As the Town is aware, in accordance with M.G.L. c. 94G, § 3(d), any cost to the Town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

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

Sincerely,

*David M. Ullian*  
David M. Ullian, Esq.

P: 617-752-7148  
E: David@VicenteSederberg.com



## Shipment Receipt

### Address Information

#### Ship to:

Town Manager Michael Borg  
Town of North Attleboro  
43 South Washington St

NORTH ATTLEBORO, MA  
02760  
US  
6179342121

#### Ship from:

D O'Brien  
Vicente Sederberg  
800 Boylston St  
26th

BOSTON, MA  
02199  
US  
6179342121

### Shipment Information:

Tracking no.: 774926336900

Ship date: 10/08/2021

Estimated shipping charges: 9.17 USD

### Package Information

Pricing option: FedEx Standard Rate

Service type: Standard Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 0.10 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: Drop off package at FedEx location

### Billing Information:

Bill transportation to: Adam 974-974

Your reference: Mail/Shipping

P.O. no.: VISA2153

Invoice no.: 6170-Holland Brands/Licensing

Department no.: MA Licensing

**Thank you for shipping online with FedEx ShipManager at [fedex.com](https://fedex.com).**

### Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.



**HOLLAND BRANDS NA, LLC**  
**MUNICIPAL RESPONSE ATTESTATION – NORTH ATTLEBOROUGH**

On behalf of Holland Brands NA, LLC (“Holland Brands”), I, David M. Ullian, Esq., do hereby certify the following:

- In accordance with the requirements of Holland Brands’ license renewal for its adult-use Retailer license, Holland Brands requested from the Town of North Attleborough (the “Host Community”) the records of any cost to the Host Community, whether anticipated or actual, resulting from Holland Brands’ operation within its borders (the “Request”).
- Holland Brands submitted the Request to the Host Community on October 8, 2021.
- As of the date of this attestation, Holland Brands has not received a response from the Host Community with respect to the Request.

*David M. Ullian*

Signature

October 13, 2021

Date

Name: David M. Ullian, Esq.

Title: Counsel for Holland Brands NA, LLC

# **The Green Gateway Positive Impact Program, Holland Brands NA, LLC**

## **Introduction**

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

## **Acknowledgements**

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

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

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

## **Goals:**

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

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

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

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

- Access to **quarterly** training seminars (see seminar content below)
  - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
  - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.

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

## Programs:

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

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

### Seminar Content:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>● Introduction</li> <li>● A brief history of Marijuana regulation</li> <li>● Federal Law, State Law, Regulations and Administrative Decisions</li> <li>● The Cannabis Control Commission</li> <li>● Developing your vision</li> <li>● Developing your business plan</li> <li>● The Application Process - Threading the needle</li> </ul> | <ul style="list-style-type: none"> <li>● Community Resources for Economic Development</li> <li>● Home-Grown Cannabis regulations</li> <li>● Employment in the Marijuana Industry</li> <li>● Open Forum</li> <li>● Next steps</li> </ul> |
|---|---|

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

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

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

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

### **Measurements:**

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

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



William Francis Galvin  
Secretary of the  
Commonwealth

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

February 25, 2020

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**HOLLAND BRANDS NA, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 19, 2019**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **TIM HALE CARABOOLAD**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TIM HALE CARABOOLAD**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **TIM HALE CARABOOLAD**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TIMOTHY CARABOOLAD  
HOLLAND BRANDS NA LLC  
55 HENSHAW ST BSMT  
BRIGHTON MA 02135-2928

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, HOLLAND BRANDS NA LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: c6nm6j



**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:** 001389281

**1. The exact name of the limited liability company is:** HOLLAND BRANDS NA, LLC

**2a. Location of its principal office:**

No. and Street: 55 HENSHAW STREET  
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

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

No. and Street: 55 HENSHAW STREET  
 City or Town: BRIGHTON State: MA Zip: 02135 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:**

HOLDING COMPANY AND TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED UNDER THE MASSACHUSETTS GENERAL LAWS.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: TIM HALE CARABOOLAD  
 No. and Street: 55 HENSHAW STREET  
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

**I, TIM HALE CARABOOLAD 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
MANAGER	TIM HALE CARABOOLAD	55 HENSHAW STREET BRIGHTON, MA 02135 USA

**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	Address (no PO Box)
-------	-----------------	---------------------

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

**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	TIM HALE CARABOOLAD	55 HENSHAW STREET BRIGHTON, MA 02135 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of June, 2019,**  
**TIM HALE CARABOOLAD**  
*(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:

June 19, 2019 11:44 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT  
OF  
HOLLAND BRANDS NA, LLC**

THIS OPERATING AGREEMENT (this “Agreement”) of **HOLLAND BRANDS NA LLC** (the “Company”), effective as of July 1<sup>st</sup>, 2019, is entered into by and among the Company and Timothy Caraboolad, as the sole member of the Company (the “Member”).

**RECITALS**

**WHEREAS**, the Company was formed as a limited liability company on February 17, 2020 by filing a certificate of organization (the “Certificate of Organization”) with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the “MLLCA”); and

**WHEREAS**, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms set forth herein.

**NOW, THEREFORE**, the Member and the Company agree as follows:

**ARTICLE I  
GENERAL**

**Section 1.01 Name.** The name of the Company is **HOLLAND BRANDS NA LLC**.

**Section 1.02 General Character.** The general character of the business of the Company is to operate Marijuana Establishments in the Commonwealth of Massachusetts, and to engage in any activities directly or indirectly related or incidental thereto.

**Section 1.03 Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

**Section 1.04 Records Address.** The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.

**Section 1.05 Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

**Section 1.06 Term.** The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of the Commonwealth of Massachusetts and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

## **ARTICLE II MEMBERS**

**Section 2.01 Initial Member.** The Member owns 100% of the membership interests of the Company. The name and the business, residence or mailing address of the Member is as follows:

Timothy Caraboolad  
55 Henshaw Street  
Brighton, MA 02135

**Section 2.02 Additional Members.** One (1) or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

**Section 2.03 No Certificates for Membership Interests.** The Company will not issue any certificates to evidence ownership of the membership interests.

## **ARTICLE III MANAGEMENT**

**Section 3.01 Authority; Appointment of a Manager.** The Company is a “manager managed” limited liability company under the MLLCA and shall be managed by the Manager. The Member hereby appoints and elects Timothy Caraboolad to manage the Company.

**Section 3.02 Management.** The Manager shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

**Section 3.03 Actions by Written Consent.** Any action required or permitted by the MLLCA, the Certificate, or this Agreement to be taken at any meeting of the Manager may be taken without a meeting, without prior notice, and without a vote if a written consent setting forth the action taken is signed by the Manager of the Company.

**Section 3.04 Election of Officers; Delegation of Authority.** The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an “Officer”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer

designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

**Section 3.05 Liability of Manager.** Except as otherwise required in the MLLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Manager shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Manager or participating in the management of the Company.

#### **ARTICLE IV INDEMNIFICATION**

**Section 4.01 Liability of Member.** Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a Member or Manager of the Company.

**Section 4.02 Indemnification.** To the fullest extent permitted under the MLLCA, the Member and the Manager (irrespective of the capacities in which they act) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member or Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member or Manager on behalf of the Company; *provided, however*, that any indemnity under this Section 4.02 shall be provided out of and to the extent of Company assets only, and neither the Member nor Manager nor any other person shall have any personal liability on account thereof.

#### **ARTICLE V CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS**

**Section 5.01 Capital Contributions.** The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; *provided*, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

**Section 5.02 Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member in its sole and absolute discretion.

#### **ARTICLE VI TAX MATTERS**

**Section 6.01 Tax Status; Disregarded Entity.** As long as the Company has only one (1) member, it is the intention of the Company, the Member and the Manager that the Company

be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company, the Member and the Manager shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

**Section 6.02 Income and Deductions.** All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

## **ARTICLE VII DISSOLUTION; LIQUIDATION**

**Section 7.01 Dissolution.** The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member and the Manager; (ii) the entry of a decree of judicial dissolution; or (iii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

**Section 7.02 Liquidation.** Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member and the Manager under this Agreement shall continue.

**Section 7.03 Winding Up Affairs.** In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

**Section 7.04 Certificate of Cancellation.** Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation in accordance with the MLLCA.

## **ARTICLE VIII MISCELLANEOUS**

**Section 8.01 Amendments.** No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Member.

**Section 8.02 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

**Section 8.03 Severability.** If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 8.04 No Third-Party Beneficiaries.** Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

**Section 8.05 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

**HOLLAND BRANDS NA LLC**

*Tim Caraboolad*

---

By: Timothy Caraboolad  
Its: Manager

**MEMBER:**

*Tim Caraboolad*

---

By: Timothy Caraboolad

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

I, Timothy Caraboolad, the Manager of Holland Brands NA, LLC, certify that Holland Brands NA, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

Timothy Caraboolad

5/18/20

Date

Name: Timothy Caraboolad

Title: Manager

Entity: Holland Brands NA LLC



**HOLLAND BRANDS NA, LLC.**

**Business Plan**

**DECEMBER 1st, 2019**

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## **1. EXECUTIVE SUMMARY**

### **1.1 Mission Statement and Message from the CEO**

Holland Brands NA, LLC. (“HBNA”) is a Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment providing consistent, high quality cannabis to Consumers over the age of 21.

The mission of Holland Brands NA is to improve the health, happiness and overall well-being of its patrons and customers by serving as a trusted supplier of premium selections of adult-use cannabis. Furthermore, Holland Brands NA seeks to provide world-class in-store education to customers with a knowledgeable, professional staff in a modern retail environment.

### **1.2 Product**

HBNA will dispense high-grade cannabis and cannabis products. All offerings will meet or exceed the guidelines and regulations set out by the Massachusetts Cannabis Control Commission (CCC).

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

- TOPICAL SALVES
- CREAMS/LOTIONS
- PATCHES
- ORAL MUCOSAL/SUBLINGUAL DISSOLVING TABLETS
- TINCTURES
- SPRAYS
- INHALATION READY TO USE CO2 EXTRACTED HASH OILS
- PRE-DOSED OIL VAPORIZERS
- INGESTION CAPSULES
- FOOD/BEVERAGES
- TRADITIONAL DRIED FLOWERS

### **1.3 Customers**

HBNA's target customers include regular and occasional marijuana product patrons who are looking to purchase premium Marijuana products in a clean, safe environment from knowledgeable and friendly sales people. All customers must have Federal and/or State identification (21+) at all times when accessing or within the facility.

### **1.4 What Drives Us**

HBNA's owner has a background in business development, architecture and real – estate. He has seen first-hand the benefits of cannabis as it provided much needed relief to his mother after she was diagnosed with cancer. He has been successful in permitting medical marijuana businesses in the Commonwealth and has formed Holland Brands NA in order to bring the same level of professionalism to passion to the 'adult-use' cannabis program.

HBNA's goal is to provide superb, safe, welcoming, and compassionate service to our "adult use" patrons coupled with a variety of high-quality products. When a customer leaves our dispensary with the feeling of being given excellent care, expert knowledge, and a safe environment, we will be satisfied that we did our best to help make that person's day a little bit brighter and our name and service will stand on its own.

We would like to be a pillar of the community for our patrons by offering more than just the best quality products. We strive to provide exceptional service as well as educational care and support that go above and beyond expectations and standards. By providing educational materials and information, we hope to make a positive change and a positive impact on each and every customer's life.

## **2. COMPANY DESCRIPTION**

### **2.1 Structure**

HBNA is a Massachusetts domestic for-profit corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a ME in the Commonwealth.

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

### **2.2 Operations**

HBNA’s corporate offices are located at 55 Henshaw Street, in Boston, Massachusetts. HBNA has secured binding interests in a site for its proposed retail marijuana establishment at:

**1320 South Washington Street, North Attleborough, MA**

The facility is a former hardscape distribution site. It is approximately 9300 square feet and allows the possibility of over 100 potential customer parking spaces to aid in its accessibility and lends itself to public safety considerations.



HBNA will establish inventory controls and procedures for the conduct of inventory reviews. Inventory reviews will be conducted daily. Additionally, HBNA will conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

HBNA will follow strict seed-to-sale methodology in a form and manner to be approved by the Commission.

No marijuana products will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

HBNA will maintain records, including all records required in any section of 935 CMR 500.000, which will be available for inspection by the Commission, upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

HBNA will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

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

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

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

Prior to commencing operations, HBNA will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund to ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of HBNA.

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

We have executed a Host Community Agreement with the Town of North Attleborough. We have executed a long term lease for use at the premises located at 1320 South Washington Street, North Attleborough, MA.

### **2.3 Security**

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

HBNA's state-of-the-art security system will consist of perimeter windows, as well as duress,

panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Municipal Police Departments. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.

Only HBNA's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and HBNA will maintain a current list of individuals with access.

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

HBNA will have a security personnel on-site during business hours.

## **2.4 Benefits to the Municipality**

HBNA looks forward to working cooperatively with our host communities to ensure that HBNA operates as a responsible, contributing member of the community. HBNA anticipates establishing a mutually beneficial relationship with municipalities in exchange for permitting HBNA to site and operate within them. The municipalities stand to benefit in various ways, including but not limited to the following:

- Jobs – HBNA will seek to hire local contractors and employees in the design, development, construction, operation, security, compliance aspects of its business.
- Monetary Benefits
  - Our Host Community Agreements include significant monetary donations would provide our host municipalities with additional financial benefits beyond local property taxes.
- Access to Quality Product
  - HBNA will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and

contaminants

- Control
  - In addition to the CCC, the Municipal Police Departments and other municipal departments will have oversight over HBNA's security systems and processes.
- Responsibility
  - HBNA is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the CCC.
- Economic Development
  - All of our location buildouts and operations will contribute to the overall economic development of the local community.

## **2.5 Zoning**

On March 22, 2019, HBNA submitted an in depth application to the North Attleboro Marijuana Review Team. This municipal board is comprised of members from the Town's building, health, planning, fire, police and administrative departments. Included in the requirements for this application are control of a viable property that conforms with the local zoning for such a use. HBNA was selected out of 16 applicants based on a complete and comprehensive preliminary application, which included the successful demonstration of control over premises located within the appropriate zoning district for the specified use as a ME retailer.



### **3. MARKET RESEARCH**

#### **3.1 Market**

In Massachusetts, adult-use Cannabis sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

#### **3.2 Competitors**

HBNA's competitors help maintain a competitive industry that will lead to safer, quality products produced as efficiently as possible. HBNA values other ME retailers as collectively we can create a more accessible and robust industry. HBNA will utilize basic customer service standards to separate itself from its competitors in order to set the 'gold standard' in this emerging industry.

#### **3.3 Competitive Advantage**

In every business, there is competition, however, the retail cannabis industry is known to be highly competitive. HBNA possesses several strengths which will allow us to stand apart from our competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, discounts offered for the products, and to some extent, the branding of the business.

HBNA's competitive advantages over their competition include its founders' experience in business, real estate, and real estate development. HBNA also has access to capital, allowing it to secure and build state of the art facilities and retain best in class employees, consultants, and legal counsel.

#### **3.4 Regulations**

HBNA is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

HBNA will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity in compliance with 935 CMR 500.000 and maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

HBNA will apply for all state and local permits and approvals required to renovate and operate the facility. HBNA will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with

respect to design, renovation, operation and security.

#### **4. PRODUCT / SERVICE**

##### **4.1 Product & Service**

HBNA will offer a wide array of marijuana products that will provide consistent, reliable results to consumers based upon the concentrations of cannabinoids in each product.

##### **Products Offered**

HBNA will offer a diverse product line in order to accommodate a variety of consumer preferences. In addition to high quality dried flower, marijuana products offered by HBNA for consumer purchase will include, but will not be limited to, the following product forms:

- Dissolving tablets and strips, tinctures, nasal/oral sprays, suppositories and other marijuana products designed to be absorbed through the body's mucus membranes;
- Ready-to-use extracted cannabis and hash distillates, oils, waxes, shatters, budders, live resins, saps, taffies, crumbles, moon rocks and other whole-plant cannabis and terpene extracts designed to be pre-heated and absorbed by inhalation, to be sold as stand-alone products or in pre-dosed vaporizers;
- Creams, salves, lotions, body butters, topicals, dermal patches and other marijuana products designed to be absorbed by transdermal application; and
- Capsules, cooking oils, beverages, sauces, dips, baked goods, confections, chocolates, candies, gums, sugars, salts, syrups, butters, mints, teas and other marijuana products designed to be orally ingested and absorbed through the digestive system.

HBNA will expand upon its marijuana product offerings as consumer needs change and new innovative products are developed for the marijuana product marketplace.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

HBNA plans to grow its business and clientele through strategic partnerships, and educational outreach. The company at this time plans to open and operate its North Attleborough location and based on proof of concept, HBNA will seek to partner with additional municipalities within the commonwealth where there is a mutual desire to do so and develop another ME that meets and exceeds all standards.

### **5.2 Communication**

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

All marketing, advertising and branding produced by or on behalf of HBNA will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

HBNA will communicate with our customers by email, facebook, instagram, and other social media applications.

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

### **5.3 Sales**

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

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

### **5.4 Logo**

HBNA is in the process of developing a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo will be discreet, unassuming, and will not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.



## 6. FINANCIAL PROJECTIONS

The projected start date of HBNA's first full fiscal year is Jan 1, 2019

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 2020	SECOND FULL FISCAL YEAR PROJECTIONS 2021	THIRD FULL FISCAL YEAR PROJECTIONS 2022
Projected Revenue*	\$3,675	\$ 22,050	\$24,255
Projected Expenses*	\$ 6,383	\$ 19,150	\$ 19,725
VARIANCE:*	\$ (2,708)	\$ 2,900	\$ 4,530
* (x1000)			
Number of customer visits for the year	30,000	180,000	198,000
Projected % of customer growth rate annually	---	500%	10%
Estimated purchased ounces per visit	.35	.35	.35
Estimated cost per ounce	\$ 350	\$ 350	\$ 350
Total FTEs in staffing	35	35	35
Total marijuana inventory for the year (in lbs.)	706	3,938	4361
Total marijuana sold for the year (in lbs.)	656	3,938	4,331
Total marijuana left for roll over (in lbs.)	315	315	345

## **7. TEAM**

### **7.1 General**

HBNA has put together a team to implement the operations of its Marijuana Establishments. HBNA intends to create 90 -110 full-time staff positions within the first three years of operations. No individual on the HBNA team is a controlling person over more than three licenses in a particular class of license.

### **7.2 Key People**

- **Founder and CEO - Tim Caraboolad**

Timothy has over 10 years of experience operating and managing real estate businesses in Massachusetts. In 2012 he founded Arc Design Group—a Boston boutique real estate development company that specializes in high-end luxury housing—where he currently serves as the President. Over the past 6 years, Arc Design Group has set several records for achieving the highest price per square foot in the highly competitive market of South End of Boston. In 2009 Timothy’s mother beat an arduous battle with breast cancer. Over the course of her recovery, he experienced first hand how difficult and confusing it can be to legally purchase medical cannabis. This experience is what led Timothy to his most recent venture—building a safer and easier way for patrons to get medical cannabis in Massachusetts. He believes that cannabis can help people control their wellness and looks forward to educating other about marijuana’s many benefits.

- **Director of Security - Dan Linskey**

Former Superintendent-in-Chief of the Boston Police Department Daniel Linskey is a Managing Director in Kroll’s Investigations and Disputes practice, and is head of the Boston office. As the former Superintendent-in-Chief of the Boston Police Department (BPD) and a 27- year veteran of the force, Dan provided strong leadership through some of the most tragic and contentious events in the city’s history, including the Boston Marathon bombings and the Occupy Movement. Dan serves clients in diverse industries with uncommon experience in investigations, crisis response, and risk management, as well as personal, physical, and operational security strategies. Widely respected for his knowledge of the complexities

inherent in law enforcement and homeland security, Dan has also consulted with numerous national and international government agencies on a broad range of challenges, including large-scale event management, crisis leadership, and preparedness and community engagement strategies.

As Director of Security, Dan will work under the supervision of the Chief Executive Officer, and will be responsible for the development and overall management of the Security Policies and Procedures for HBNA, implementing, administering, and revising the policies as needed. In addition, he will perform the following duties:

- Provide general training to HBNA agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the HBNA facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the HBNA facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of HBNA agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the municipal Police and Fire Departments.

- **Director of Operations - Michael Drayer**

Michael Drayer brings over 8 years of experience providing services in the medical marijuana industry. In 2010, Michael began consulting for SJK, LLC, which ran two non-profit cannabis collectives in Long Beach, California. At SJK, Michael trained & educated staff on product,



product packaging & handling, patient education & product administration as well as POS system training, scheduling, inventory management & accounting. Michael currently serves as Director of Cultivation in Massachusetts for MD Holistics, Inc as well as Ipswich Pharmaceutical Associates, Native Sun Wellness, and Director of Retail for The Old Bank LLC.

### **PLAN FOR OBTAINING LIABILITY INSURANCE**

Holland Brands NA, LLC (“Holland Brands”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Holland Brands will consider additional coverage based on availability and cost-benefit analysis.

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

## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

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

## **QUALITY CONTROL AND TESTING**

### **Quality Control**

Holland Brands NA, LLC (“Holland Brands”) will comply with the following sanitary requirements:

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

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

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

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

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

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

#### Testing

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

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

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

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

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

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Holland Brands' marijuana at a laboratory providing marijuana testing services will comply with 935

CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Holland Brands for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

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

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

#### Quality Control Samples

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

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

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

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

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Holland Brands will record:

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



## **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

### **Overview**

Holland Brands NA, LLC (“Holland Brands”) will securely maintain personnel records, including registration status and background check records. Holland Brands will keep, at a minimum, the following personnel records:

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

### **Agent Personnel Records**

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

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

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

### **Agent Background Checks**

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

Personnel Policies and Training

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

Holland Brands 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 Holland Brands operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

## **RECORDKEEPING PROCEDURES**

### **General Overview**

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

### **Recordkeeping**

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

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Annual Report
  - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Holland Brands.
- Personnel Records

At a minimum, Personnel Records will include:

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

damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

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

- Holland Brands will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records that any and all of Holland Brands' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Holland Brands shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Holland Brands closes, all records will be kept for at least two (2) years at Holland Brands' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Holland Brands will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Holland Brands' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of Holland Brands' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - Alcohol, smoke, and drug-free workplace policies;

- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Holland Brands operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Holland Brands, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Holland Brands' website.
- Policies and procedures for the handling of cash on Holland Brands premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Holland Brands shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or



an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

## **MAINTAINING OF FINANCIAL RECORDS**

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

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

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

## **QUALIFICATIONS AND TRAINING**

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

### **Qualifications**

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

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

### **Training**

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

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

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

### ***Basic Core Curriculum***

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

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

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

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

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

## **ENERGY COMPLIANCE PLAN**

Holland Brands NA, LLC (“Holland Brands”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Holland Brands will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

### **Potential Energy-Use Reduction Opportunities**

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

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

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

### **Renewable Energy Generation Opportunities**

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

### **Strategies to Reduce Electric Demand**

Holland Brands is considering the following strategies to reduce electric demand:

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

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

### **Opportunities for Engagement with Energy Efficiency Programs**

Holland Brands also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to

identify other potential energy saving programs and initiatives. Holland Brands will also coordinate with its utility companies to explore any energy efficiency options available to Holland Brands.

# Diversity Plan

Holland Brands NA, LLC (“HBNA”) 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, HBNA has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in HBNA’s operations.

## GOALS:

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

1. To hire at least 30% of women as a percentage of all employees
2. To hire at least 10% minorities as percentage of all employees

## PROGRAMS:

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

1. HBNA will conduct job fairs at least annually, specifically designed to attract qualified women, and minority applicants to apply for any open positions within the organization.
2. HBNA will advertise that it is looking to hire a diverse workforce (specifically encouraging members of the above listed groups to apply) in the local newspaper, “The Sun Chronical, and in other online forums and job posting websites (ie: Indeed.com) whenever HBNA is searching for candidates being considered for an open position.



## MEASUREMENTS:

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

- Keeping a record of the number of employees hired, and considered for each open position, and what percentage of each are women, and or a minority to determine whether HBNA has met its stated goals.

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

## ACKNOWLEDGEMENTS:

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- HBNA acknowledges, is aware, and 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.
- Moreover, none of the above actions or programs will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.