



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282667  
Original Issued Date: 07/13/2020  
Issued Date: 07/13/2020  
Expiration Date: 07/13/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Holistic Industries, Inc.

Phone Number: 917-757-9408 Email Address: david.cohen@holisticindustries.com

Business Address 1: 1300 Boston Road

Business Address 2:

Business City: Springfield Business State: MA

Business Zip Code: 01119

Mailing Address 1: 1900 West Park Drive, Suite 280

Mailing Address 2:

Mailing City: Westborough Mailing State: MA

Mailing Zip Code: 01581

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201840

### RMD INFORMATION

Name of RMD: Holistic Industries, Inc.

Department of Public Health RMD Registration Number: 35

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control:

Role: Other (specify) Other Role: Chief Security Officer

First Name: Ismael Last Name: Canales Suffix:

Gender: Male                      User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5.55    Percentage Of Control: 5.55

Role: Other (specify)                      Other Role: Chief Executive Officer & Liberty Capital Partners General Partner

First Name: Joshua                      Last Name: Genderson                      Suffix:

Gender: Male                      User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership:    Percentage Of Control:

Role: Other (specify)                      Other Role: Dispensary Director

First Name: Sarah                      Last Name: Stretchberry    Suffix:

Gender: Female                      User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership:    Percentage Of Control:

Role: Other (specify)                      Other Role: Compliance Officer

First Name: Jamie                      Last Name: Ware                      Suffix:

Gender: Female                      User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership:    Percentage Of Control:

Role: Other (specify)                      Other Role: Chief Scientific Officer

First Name: Adam                      Last Name: Kavalier                      Suffix:

Gender: Male                      User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership:    Percentage Of Control:

Role: Other (specify)                      Other Role: Chief Financial Officer

First Name: Barry                      Last Name: Bass                      Suffix:

Gender: Male                      User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership:    Percentage Of Control:

Role: Other (specify)	Other Role: Chief Operating Officer	
First Name: Josh	Last Name: Bell	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

#### Person with Direct or Indirect Authority 8

Percentage Of Ownership:	Percentage Of Control:	
Role: Other (specify)	Other Role: Owner	
First Name: Lori	Last Name: Genderson	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

#### Person with Direct or Indirect Authority 9

Percentage Of Ownership: 11.11	Percentage Of Control: 11.11	
Role: Other (specify)	Other Role: Owner	
First Name: Richard	Last Name: Genderson	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

#### Person with Direct or Indirect Authority 10

Percentage Of Ownership: 11.11	Percentage Of Control: 11.11	
Role: Other (specify)	Other Role: Owner	
First Name: Staci	Last Name: Walkes	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

#### Person with Direct or Indirect Authority 11

Percentage Of Ownership: 5.55	Percentage Of Control: 5.55	
Role: Other (specify)	Other Role: Owner	
First Name: Morgan	Last Name: Genderson	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

Percentage of Control: 33	Percentage of Ownership: 33	
Entity Legal Name: Avery Road, LLC	Entity DBA:	DBA City:
Entity Description: Acquire, Manage and Lease Real Estate and Any Other Lawful Businesses		
Foreign Subsidiary Narrative:		

Entity Phone: 202-355-5292	Entity Email: anna.don@holisticindustries.com	Entity Website:
Entity Address 1: 109 Ruth Eager Court		Entity Address 2:
Entity City: Pikesville	Entity State: MD	Entity Zip Code: 21208
Entity Mailing Address 1: 24 School Street, 5th Floor		Entity Mailing Address 2: C/O Avery Road LLC
Entity Mailing City: Boston	Entity Mailing State: MA	Entity Mailing Zip Code: 02108

Relationship Description: Entity is a 33% owner of Holistic Industries, Inc. They have voting rights pursuant to the Bylaws, and provided capital.

#### Entity with Direct or Indirect Authority 2

Percentage of Control: 33	Percentage of Ownership: 33	
Entity Legal Name: Liberty Capital Partners LLC	Entity DBA:	DBA City:
Entity Description: Venture Capital		
Foreign Subsidiary Narrative:		
Entity Phone: 917-757-9408	Entity Email: david.cohen@holisticindustries.com	Entity Website:
Entity Address 1: 24 School Street		Entity Address 2:
Entity City: Boston	Entity State: MA	Entity Zip Code: 02108
Entity Mailing Address 1: 24 School Street		Entity Mailing Address 2:
Entity Mailing City: Boston	Entity Mailing State: MA	Entity Mailing Zip Code: 02108

Relationship Description: Entity is a 33% owner of Holistic Industries, Inc. They have voting rights pursuant to the Bylaws, and provided capital.

#### CLOSE ASSOCIATES AND MEMBERS

##### Close Associates or Member 1

First Name: Michael	Last Name: Kessel	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Liberty Capital Partners General Partner		

##### Close Associates or Member 2

First Name: Mitchell	Last Name: Kulick	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Liberty Capital Partners General Partner		

##### Close Associates or Member 3

First Name: Mikhail	Last Name: Don	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Avery Road LLC General Partner		

##### Close Associates or Member 4

First Name: Beni	Last Name: Golani	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Avery Road LLC General Partner		

##### Close Associates or Member 5

First Name: David	Last Name: Cohen	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Liberty Capital Partners General Partner		



**CAPITAL RESOURCES - INDIVIDUALS**  
Individual Contributing Capital 1

First Name: Josh	Last Name: Genderson	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$26666.66	Percentage of Initial Capital: 5.55
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Richard	Last Name: Genderson	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$53333.33	Percentage of Initial Capital: 11.11
Capital Attestation: Yes			

Individual Contributing Capital 3

First Name: Staci	Last Name: Walkes	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$53333.33	Percentage of Initial Capital: 11.11
Capital Attestation: Yes			

Individual Contributing Capital 4

First Name: Morgan	Last Name: Genderson	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$26666.66	Percentage of Initial Capital: 5.55
Capital Attestation: Yes			

**CAPITAL RESOURCES - ENTITIES**  
Entity Contributing Capital 1

Entity Legal Name: Avery Road, LLC		Entity DBA:	
Email: anna.don@holisticindustries.com	Phone: 202-355-5292		
Address 1: 109 Ruth Eager Court		Address 2:	
City: Pikesville	State: MD	Zip Code: 21208	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$5000000	Percentage of Initial Capital: 33.33
Capital Attestation: Yes			

Entity Contributing Capital 2

Entity Legal Name: Liberty Capital Partners, LLC		Entity DBA:	
Email: david.cohen@holisticindustries.com	Phone: 917-757-9408		
Address 1: 24 School Street, 5th Floor		Address 2:	
City: Boston	State: MA	Zip Code: 02108	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$10000000	Percentage of Initial Capital: 33.33
Capital Attestation: Yes			

## BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

### Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Beach Enlightenment and Compassionate Healing Corporation	Entity DBA:	
Entity Description: Medical Cannabis Dispensary		
Entity Phone: 866-217-4063	Entity Email: holisticindustries@gmail.com	Entity Website:
Entity Address 1: 1115 W 190th Street	Entity Address 2:	
Entity City: Gardena	Entity State: CA	Entity Zip Code: 90248 Entity Country: United States
Entity Mailing Address 1: 1115 W 190th Street	Entity Mailing Address 2:	
Entity Mailing City: Gardena	Entity Mailing State: CA	Entity Mailing Zip Code: 90248 Entity Mailing Country: United States

### Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Holistic Industries LLC	Entity DBA:	
Entity Description: Organic medical cannabis company		
Entity Phone: 866-217-4063	Entity Email: holisticindustries@gmail.com	Entity Website:
Entity Address 1: 7811 Montrose Road	Entity Address 2: Suite 200	
Entity City: Potomac	Entity State: MD	Entity Zip Code: 20854 Entity Country: United States
Entity Mailing Address 1: 7811 Montrose Road	Entity Mailing Address 2: Suite 200	
Entity Mailing City: Potomac	Entity Mailing State: MD	Entity Mailing Zip Code: 20854 Entity Mailing Country: United States

### Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Holistic Farms LLC	Entity DBA:	
Entity Description: Organic cannabis company		
Entity Phone: 866-217-4063	Entity Email: holisticindustries@gmail.com	Entity Website:
Entity Address 1: 339 West Lancaster Avenue	Entity Address 2: Suite 200	
Entity City: Haverford	Entity State: PA	Entity Zip Code: 19041 Entity Country: United States
Entity Mailing Address 1: 339 West Lancaster Avenue	Entity Mailing Address 2: Suite 200	
Entity Mailing City: Haverford	Entity Mailing State: PA	Entity Mailing Zip Code: 19041 Entity Mailing Country: United States

### Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Holistic Pharma LLC	Entity DBA:	
Entity Description: Organic cannabis company		

<b>Entity Phone:</b> 866-217-4063	<b>Entity Email:</b> holisticindustries@gmail.com	<b>Entity Website:</b>
<b>Entity Address 1:</b> 339 West Lancaster Avenue	<b>Entity Address 2:</b> Suite 200	
<b>Entity City:</b> Haverford	<b>Entity State:</b> PA	<b>Entity Zip Code:</b> 19041 <b>Entity Country:</b> United States
<b>Entity Mailing Address 1:</b> 339 West Lancaster Avenue	<b>Entity Mailing Address 2:</b> Suite 200	
<b>Entity Mailing City:</b> Haverford	<b>Entity Mailing State:</b> PA	<b>Entity Mailing Zip Code:</b> 19041 <b>Entity Mailing Country:</b> United States

#### Business Interest in Other State 5

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Holistic Remedies LLC		Entity DBA:	
Entity Description: Organic cannabis company			
Entity Phone:	Entity Email:	Entity Website:	
866-217-4063	holisticindustries@gmail.com		
Entity Address 1: 1100 H Street N.W.		Entity Address 2: Suite 840	
Entity City: Washington	Entity State: DC	Entity Zip Code: 20002	Entity Country: United States
Entity Mailing Address 1: 1100 H Street N.W.		Entity Mailing Address 2: Suite 840	
Entity Mailing City:	Entity Mailing State: DC	Entity Mailing Zip Code:	Entity Mailing Country:
Washington		20002	United States

#### Business Interest in Other State 6

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of the Marijuana Establishment

Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Organic Wellness LLC		Entity DBA:	
Entity Description: Organic cannabis company			
Entity Phone:	Entity Email:	Entity Website:	
866-217-4063	holisticindustries@gmail.com		
Entity Address 1: 1100 H Street N.W.		Entity Address 2: Suite 840	
Entity City: Washington	Entity State: DC	Entity Zip Code: 20002	Entity Country: United States
Entity Mailing Address 1: 1100 H Street N.W.		Entity Mailing Address 2: Suite 840	
Entity Mailing City:	Entity Mailing State: DC	Entity Mailing Zip Code:	Entity Mailing Country:
Washington		20002	United States

#### Business Interest in Other State 7

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

Owner First Name: Joshua	Owner Last Name: Genderson	Owner Suffix:	
Entity Legal Name: Schneider's Liquor Co.	Entity DBA:		
Entity Description: Liquor Store			
Entity Phone: 202-543-9300	Entity Email: joe@cellar.com	Entity Website:	
Entity Address 1: 300 Massachusetts Avenue N.E.	Entity Address 2:		
Entity City: Washington	Entity State: DC	Entity Zip Code: 20002	Entity Country: United States
Entity Mailing Address 1: 300 Massachusetts Avenue N.E.	Entity Mailing Address 2:		
Entity Mailing City: Washington	Entity Mailing State: DC	Entity Mailing Zip Code:	Entity Mailing Country: United

**DISCLOSURE OF INDIVIDUAL INTERESTS**

No records found

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

Establishment Address 1: 1300 Boston Road

Establishment Address 2:

Establishment City: Springfield

Establishment Zip Code: 01119

Approximate square footage of the establishment: 3218

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
Community Outreach Meeting Documentation	Springfield Attachment A.pdf	pdf	5d3097778595fb38875db111	07/18/2019
Plan to Remain Compliant with Local Zoning	Abutters Notice Recieved.pdf	pdf	5d3097ceb0555e33d0bcc6c9	07/18/2019
Certification of Host Community Agreement	Springfield HCA.pdf	pdf	5d979e532e767115bf43832e	10/04/2019
Plan to Remain Compliant with Local Zoning	FINAL_Ensuring Zoning Compliance.pdf	pdf	5dc46f63160e3b57a3dd0f1d	11/07/2019
Community Outreach Meeting Documentation	Springfield Abutters Notice_Redacted.pdf	pdf	5e72413b81ed8a355b8d5073	03/18/2020
Community Outreach Meeting Documentation	Springfield proof of mailing_Redacted.pdf	pdf	5e72413e2eba6d38ef161ddd	03/18/2020

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

**PLAN FOR POSITIVE IMPACT**

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	FINAL_Positive Impact Plan.pdf	pdf	5dc46c3840e348579197b3a9	11/07/2019

**ADDITIONAL INFORMATION NOTIFICATION**

Notification: I understand

**INDIVIDUAL BACKGROUND INFORMATION**

Individual Background Information 1

Role: Other (specify)

Other Role: Chief Security Officer

First Name: Ismael

Last Name: Canakes Suffix:

RMD Association: RMD Staff

Background Question: no

#### Individual Background Information 2

**Role:** Other (specify) **Other Role:** Chief Executive Officer and Liberty Capital Partners Executive Partner  
**First Name:** Joshua **Last Name:** Genderson **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** yes

#### Individual Background Information 3

**Role:** Other (specify) **Other Role:** Dispensary Director  
**First Name:** Sarah **Last Name:** Stretchberry **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

#### Individual Background Information 4

**Role:** Other (specify) **Other Role:** Compliance Officer  
**First Name:** Jamie **Last Name:** Ware **Suffix:**  
**RMD Association:** RMD Staff  
**Background Question:** no

#### Individual Background Information 5

**Role:** Other (specify) **Other Role:** Liberty Capital Partners General Partner  
**First Name:** David **Last Name:** Cohen **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** no

#### Individual Background Information 6

**Role:** Other (specify) **Other Role:** Owner  
**First Name:** Richard **Last Name:** Genderson **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** yes

#### Individual Background Information 7

**Role:** Other (specify) **Other Role:** Chief Scientific Officer  
**First Name:** Adam **Last Name:** Kavalier **Suffix:**  
**RMD Association:** RMD Staff  
**Background Question:** no

#### Individual Background Information 8

**Role:** Other (specify) **Other Role:** Liberty Capital Partners General Partner  
**First Name:** Michael **Last Name:** Kessel **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** no

#### Individual Background Information 9

**Role:** Other (specify) **Other Role:** Chief Financial Officer  
**First Name:** Barry **Last Name:** Bass **Suffix:**  
**RMD Association:** RMD Staff  
**Background Question:** no

#### Individual Background Information 10

Date generated: 12/03/2020

**Role:** Other (specify) **Other Role:** Liberty Capital Partners General Partner

**First Name:** Mitchell **Last Name:** Kulick **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

#### Individual Background Information 11

**Role:** Other (specify) **Other Role:** Avery Road LLC General Partner

**First Name:** Mikhail **Last Name:** Don **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

#### Individual Background Information 12

**Role:** Other (specify) **Other Role:** Avery Road LLC General Partner

**First Name:** Beni **Last Name:** Golani **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

#### Individual Background Information 13

**Role:** Other (specify) **Other Role:** Chief Operating Officer

**First Name:** Josh **Last Name:** Bell **Suffix:**

**RMD Association:** RMD Staff

**Background Question:** no

#### Individual Background Information 14

**Role:** Other (specify) **Other Role:** Owner

**First Name:** Lori **Last Name:** Genderson **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

#### Individual Background Information 15

**Role:** Other (specify) **Other Role:** Owner

**First Name:** Staci **Last Name:** Walkes **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

#### Individual Background Information 16

**Role:** Other (specify) **Other Role:** Owner

**First Name:** Morgan **Last Name:** Genderson **Suffix:**

**RMD Association:** RMD Owner

**Background Question:** no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

**Role:** Investor/Contributor **Other Role:**

**Entity Legal Name:** Avery Road, LLC **Entity DBA:**

**Entity Description:** Acquire, manage and lease real estate, and any other lawful business

**Phone:** 202-355-5292 **Email:** anna.don@holisticindustries.com

Primary Business Address 1: 109 Ruth Eager Court

Primary Business City: Pikesville

Primary Business State: MD

Primary Business Address 2:

Principal Business Zip Code:  
21208

Additional Information:

#### Entity Background Check Information 2

Role: Investor/Contributor

Other Role:

Entity Legal Name: Liberty Capital Partners, LLC

Entity DBA:

Entity Description: Venture Capital

Phone: 917-757-9408

Email: david.cohen@holisticindustries.com

Primary Business Address 1: 24 School Street, 5th Floor

Primary Business Address 2:

Primary Business City: Boston

Primary Business State: MA

Principal Business Zip Code: 21208

Additional Information:

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MA_Certificate of Good Standing Dept of Revenue.pdf	pdf	5cc9bafdb1ec4a4c446c3945	05/01/2019
Articles of Organization	HolisticIndustries_IncorporationDocuments.pdf	pdf	5cc9baf36e3e844f3b53228	05/01/2019
Secretary of Commonwealth - Certificate of Good Standing	Commonwealth of Massachusetts Certificate of Good Standing April 2019.pdf	pdf	5cc9baff942dc34c4ebe1c07	05/01/2019
Bylaws	Holistic Industries_Bylaws_2019.pdf	pdf	5cc9bb0073349d44fd62b87e	05/01/2019
Department of Revenue - Certificate of Good standing	Anna Don Memorandum.pdf	pdf	5d308edcad2c7633c9196afa	07/18/2019

No documents uploaded

Massachusetts Business Identification Number: 001176982

Doing-Business-As Name: Liberty Cannabis

DBA Registration City: Somerville

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	FINAL_Business Plan.pdf	pdf	5dc46cc7b4f83557d6cc5563	11/07/2019
Plan for Liability Insurance	FINAL_Plan for Obtaining Liability Insurance.pdf	pdf	5dc46cca40e348579197b3af	11/07/2019
Proposed Timeline	FINAL_Springfield Business Timeline.pdf	pdf	5e72418a81ed8a355b8d5077	03/18/2020

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	FINAL_Plan for Obtaining Marijuana.pdf	pdf	5dc46e6774bb15534cd4b157	11/07/2019
Prevention of diversion	FINAL_Prevention of Diversion.pdf	pdf	5dc46e68b4f83557d6cc5570	11/07/2019
Restricting Access to age 21 and older	FINAL_Restricting Access to Age 21 and Older.pdf	pdf	5dc46e6ad5b0805341c60b47	11/07/2019
Separating recreational from medical operations, if applicable	FINAL_Separating Medical From Recreational.pdf	pdf	5dc46e6c160e3b57a3dd0f0d	11/07/2019
Dispensing procedures	FINAL_Dispensing Procedures.pdf	pdf	5dc46ea826aa77532085a075	11/07/2019
Inventory procedures	FINAL_Inventory Procedures.pdf	pdf	5dc46ea9160e3b57a3dd0f11	11/07/2019
Quality control and testing	FINAL_Quality Control and Testing.pdf	pdf	5dc46eaabcb01253152f49e2	11/07/2019
Storage of marijuana	FINAL_Storage of Marijuana.pdf	pdf	5dc46eab8bdcfd57ae524712	11/07/2019
Transportation of marijuana	FINAL_Transportation of Marijuana.pdf	pdf	5dc46eab9c1081532b9a3f28	11/07/2019
Maintaining of financial records	FINAL_Maintaining Financial Records.pdf	pdf	5dc46ee6160e3b57a3dd0f15	11/07/2019
Qualifications and training	FINAL_Qualifications and Training.pdf	pdf	5dc46ee88bdcfd57ae524716	11/07/2019
Personnel policies including background checks	FINAL_Personnel Policies Including Background Checks.pdf	pdf	5e7241f4bddf0438d21d8e63	03/18/2020
Record Keeping procedures	FINAL_Record Keeping Procedures.pdf	pdf	5e7241f4b3c49635509e7346	03/18/2020
Security plan	FINAL_Security Plan.pdf	pdf	5e7241f62eba6d38ef161de1	03/18/2020
Diversity plan	FINAL_Diversity Plan.pdf	pdf	5e7241f681ed8a355b8d507b	03/18/2020

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

Commission.: I Agree

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

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

I Agree

Notification: I Understand

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

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



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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 11:00 AM	Sunday To: 5:00 PM



stant supports all operations of the which includes the accurate distribution dependent contract carriers, loading and and maintaining a clean and safe work

**Ability to:**

- Speak English
- Work with others as well as independently
- Drive a truck with Standard transmission

• Have a valid driver's license, good driving record and safe work habits. Forklift certification a plus. Provide if necessary.

• Working late night/early morning hours.

• Able to work a flexible schedule four to five days a week, averaging 20-25 hours per week.

• Person M-F 9am - 3pm or send a cover letter to [humanresources@repub.com](mailto:humanresources@repub.com)

The Republican. | **MASS LIVE** | **Latino**

Springfield

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
(SEAL)

19 SM 000690

ORDER OF NOTICE

To: David A. Slater and Darlene L. Slater a/k/a Darlene A. Slater

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. §3901 et seq., Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Carlsbad Funding Mortgage Trust claiming to have an interest in a Mortgage covering real property in Springfield, numbered 109 Druid Hill Road, given by David A. Slater and Darlene L. Slater a/k/a Darlene A. Slater to American General Financial Services, Inc., dated February 16, 2006, and recorded in Hampshire County Registry of Deeds in Book 15710, Page 1, and now held by Plaintiff by assignment, have filed with this court a complaint for determination of Defendants' status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before MAY 27, 2019 or you may be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, GORDON H. PIPER  
Chief Justice of this Court  
on APR 09 2019.

Attest:  
Deborah J. Patterson  
Recorder  
(May 4, 2019)

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Springfield

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday May 14th at 6:00pm at the Indian Orchard Citizens Council meetinghouse located at 117 Main Street, Indian Orchard, MA 01151. The proposed Marijuana Retailer is anticipated to be located at 1300 Boston Road, Springfield, MA 01119. There will be an opportunity for the public to ask questions.

(May 4, 2019)

Springfield

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wed. May 15, 2019 6pm at 311 Page Blvd., Spfld, MA 01104. The proposed retail Marijuana establishment anticipated to be located at 311 Page Blvd, Spfld, MA 01104. There will be an opportunity for the public to ask questions

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(May 4, 2019)

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### Part-Time Hours are:

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Friday 1:30 p.m. - 5:30 p.m.

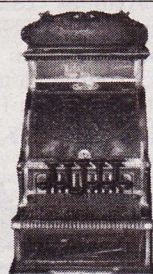
### Experience/Requirements:

- Excellent customer service and communication skills.
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- Fast and accurate typist.
- Must be prompt, dependable and organized.

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SPRINGFIELD, MA

May 6, 2019

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HOST COMMUNITY AGREEMENT  
BETWEEN  
THE CITY OF SPRINGFIELD  
AND  
HOLISTIC INDUSTRIES, INC.

This **HOST COMMUNITY AGREEMENT** made on this 19<sup>th</sup> day of September, 2019 by and between the **City of Springfield**, a municipal corporation existing within the Commonwealth of Massachusetts, acting by and through its Mayor pursuant to G.L.c. 94G, §3, hereinafter referred to as the "**City**", and **Holistic Industries, Inc.**, a Massachusetts Corporation with a usual place of business located at 96 Palmer Road, Monson, MA 01057 hereinafter referred to as "**Company**".

WHEREAS, the City has conducted Request for Qualifications/Proposals ("RFQ/P") 19-116 for the selection of Marijuana Establishments wishing to operate in Springfield;

WHEREAS, Company was selected during the RFQ/P process and seeks approval to operate as a an Adult Use Marijuana Retailer as defined by Massachusetts General Laws and Cannabis Control Commission regulations; and

WHEREAS, the City and Company enter into this Host Community Agreement to memorialize the terms of Company's support of community initiatives and commitment to mitigate actual or potential adverse community impacts due to operation of a marijuana establishment in Springfield; and

WHEREAS, the Host Community Agreement shall constitute the stipulations of responsibilities between the City and Company pursuant to G.L. c. 94G, §3, as amended by c. 55 of the Acts of 2017 for the Company's operation of a (type of marijuana establishment) in the City.

NOW, THEREFORE, for the consideration set forth herein, the Parties hereto mutually agree as follows:

**A. Community Impact.**

1. As a result of the Company's operation of an Adult Use Marijuana Retailer located at **1300 Boston Road in Springfield, MA, 01119**, the City anticipates that additional expenses will be incurred by the City based on impacts in several areas including, but not limited to, law enforcement services, inspectional services, permitting services, administrative services, public health services and impacts on public roadways maintained by the City. In order to mitigate the direct and indirect financial impacts imposed on the City, Company agrees to annually pay a host community impact fee to the City.
2. Host Community Impact Fee. Based on Company's operation of an Adult Use Marijuana Retailer within the City, Company shall make annual payments to the City for the direct and indirect financial impacts to the City.
  - a. The annual payment shall be equal to three (3%) percent of the gross revenue from the retail sale of marijuana and marijuana products pursuant to G.L. c. 94G, §3.

b. Company shall make the annual payment quarterly of the calendar year on the 1<sup>st</sup> of January, April, July and October beginning the first full quarter after opening/beginning sales.

c. Company shall submit with its annual payment, a certified auditor's statement attesting to the point of sale calculation of the annual Host Community Impact Fee owed under Section A(2) hereof. City shall accept said certified auditor's attestation as compliance with annual Host Community Impact Fee described above.

**B. Real Estate Taxes:** At all times during the term of this Agreement, real estate taxes for the property at which Company is operating will be paid either directly by Company or by its landlord.

**C. Term.**

1. **Initial Term:** Upon execution by all Parties, this Agreement shall commence as of the date of execution and shall continue in effect for five (5) years following that date, unless earlier terminated or extended in accordance with this Agreement.
2. **Renewal Term:** At the end of the Initial Term of this Agreement, the parties shall renegotiate a new Host Community Agreement in accordance with the current prevailing laws and regulations.

**D. Termination.**

1. In the event Company no longer operates within the City, Company shall notify the City within thirty (30) days after it ceases to operate. This Agreement shall terminate upon written notification to the City of Company ceasing operations.
2. In the event of termination of this Agreement by Company, the final annual payment as defined in Section A hereof, shall be paid to the City by the Company within thirty (30) days following the date of termination.
3. This Agreement shall be null and void in the event Company does not begin operation in the City unless by amendment.

**E. Security.**

1. Company shall maintain a security plan in accordance with the Cannabis Control Commission regulations. Company shall comply with all security requirements set forth in 935 CMR 500.00 and any subsequent amendments or regulations thereto.
2. Company shall cooperate with the City of Springfield Police Department for, including but not limited to, the scheduling of periodic meetings to review operational concerns, the security plan, and delivery procedures.
3. For the first thirty (30) days of opening, Company will provide a police detail for the purposes of traffic and crowd management during peak hours of operation, which shall include, but not be limited to, Fridays between 3pm-8pm, and during regular business hours on Saturdays and Sundays. Company and City will schedule to meet in order to

review traffic impacts and crowd management after the first thirty (30) days to determine if police details are still required during peak hours of operation.

4. Company will report the discovery of the following occurrences to the City of Springfield Police and Fire Department within twenty-four (24) hours of awareness of the event:
  - a. Amendments to Company's security plan;
  - b. Diversion of marijuana or marijuana products at Company's operating site;
  - c. Loss and any criminal action;
  - d. Diversions, accidents, or other losses occurring during transport;
  - e. Failure of any security alarm system; or
  - f. An alarm activation that requires the response of public safety personnel.

**F. Marijuana Awareness and Educational Programs.** Company will provide a total of Ten Thousand and 00/100 Dollars (\$10,000) to the City of Springfield Health & Human Services Department on an annual basis to further marijuana awareness and education programs and further mitigate the impacts from public marijuana use. This payment will not be included as part of the annual payment as described in Section A above.

**G. Community Support.**

1. Local Hiring. Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire City residents for at least 50% of the staff at the Company's Adult Use Marijuana Retail Establishment in Springfield.
2. Equity Hiring. Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire staff that meet any of the following criteria:
  - a. Individuals with a drug-related CORI, but that are otherwise legally employable in a cannabis-related enterprise;
  - b. Individuals from Black, African American, Hispanic or Latino descent;
  - c. Individuals that are residents of Areas Of Disproportionate Impact, as defined by the Cannabis Control Commission;
  - d. Individuals that are Cannabis Control Commission-designated Social Equity Program participants; and/or
  - e. Individuals that are United States military veterans.
3. Local Vendors. Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to contract with local businesses, suppliers, contractors and vendors in the provision of goods and services related to the overall operation of the Company.

**H. Support by the City.**

1. Upon execution of this Agreement, the City agrees to execute the Host Community Agreement Certification Form, attached to this Agreement as Exhibit A, to establish that the City and Company have negotiated and executed a Host Community Agreement as required by the Massachusetts Cannabis Control Commission.

2. Upon proper demonstration of compliance, the City agrees to submit to the Cannabis Control Commission a certification stating Company has complied with all applicable laws and ordinances related to the Company's application for a marijuana establishment license.
3. The City makes no representation or promise that it will act in any particular way on any additional local requirements including but not limited to, a Special Permit Application, a Health and Human Services Permit or a Building Permit. The City will review these local requirements based on the normal and regular course of conduct and in compliance with governing rules and regulations of the City, its Boards and Commissions.

**I. Annual Meeting of the Parties.** The City of Springfield shall send a notice no later than December 1<sup>st</sup> of each year of the proposed date and time of an annual meeting of the Parties to the designated representative of the Company.

Company: Josh Genderson, Chief Executive Officer  
Holistic Industries, Inc.  
96 Palmer Road  
Monson, MA 01057

With a copy to: Stephen Krevalin, Esq.  
Bacon Wilson, P.C.  
33 State Street  
Springfield, MA 01103

City: Mayor's Office  
City of Springfield  
36 Court Street, Rm. 214  
Springfield, MA 01103

With a Copy to: City of Springfield  
Law Department  
City Solicitor  
36 Court Street, Rm. 210  
Springfield, MA 01103

The Parties shall promptly notify each other of any change of their respective addresses or representatives set forth above. After proper notification, such new address shall become the notice address or such new representative shall become the notice representative hereunder. Notice and other communications shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned.

**J. Notification of Assignment.**

1. Company shall be prohibited at all times from assigning, in whole or in part, any portion of this Agreement without the prior written consent of the City.
2. Ownership & Control.

a. Prior to a change of ownership, where an owner acquires or increases ownership to ten percent (10%) or more of equity, Company shall notify City.

b. Prior to a change in control of the Company, where an individual, corporation, or entity shall be in a position to control the decision-making of the Company, Company shall notify the City at least 60 days in advance. A position to control the decision-making of the Company entails the following:

1. Actual control of more than 50% of the voting equity;
2. Power to appoint directors;
3. Contractual rights to control; and/or
4. The right to veto significant events.

3. In the event of an assignment of ownership and/or control as described above, Company shall ensure the controlling Parent Company executes a Guaranty and Keep Well Agreement with the City. Such Guaranty and Keep Well Agreement is attached hereto as Exhibit B.

K. **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.

L. **No Rights in Third Parties**. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

M. **Severability**. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

N. **Governing Law and Exclusive Venue**. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and that a court of competent jurisdiction in Springfield, Hampden County shall be the exclusive venue for any legal proceedings that may arise from this Agreement.


O. **Successors**. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

**SIGNATURE PAGE FOLLOWS**

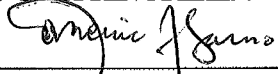


**In Witness Whereof**, Holistic Industries, Inc. and the City have executed this Host Community Agreement as of the date the same is finally signed by all Parties listed below.

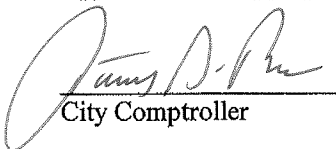
**COMPANY: HOLISTIC INDUSTRIES, INC.**

  
By: Josh Genderson, CEO  
Date Signed: Sept. 24, 2019

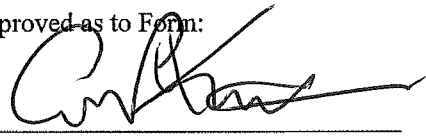
**CITY OF SPRINGFIELD:**

  
Domenic J. Sarno, Mayor  
Date Signed: 9/24/19

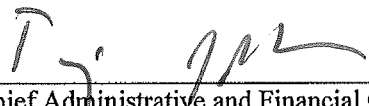
Approved as to Appropriation: N/A

  
James D. P... 9/24/19  
City Comptroller

Approved as to Form:

  
City Solicitor  
EDUARDO M. PIKUL

Approved:

  
Chief Administrative and Financial Officer

# Exhibit A

## 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).

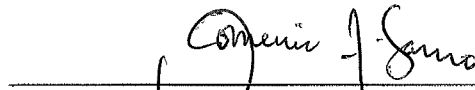
### Applicant

I, Joshua Genderson, (*insert name*) certify as an authorized representative of Holistic Industries, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with City of Springfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/24/19 (*insert date*).

  
\_\_\_\_\_  
Signature of Authorized Representative of Applicant

### Host Community

I, Domenic J. Sarno, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF SPRINGFIELD (*insert name of host community*) to certify that the applicant and CITY OF SPRINGFIELD (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/24/19 (*insert date*).

  
\_\_\_\_\_  
Signature of Contracting Authority or  
Authorized Representative of Host Community

# Exhibit B

## **EXHIBIT B TO HOST COMMUNITY AGREEMENT**

### **FORM OF GUARANTY AND KEEP WELL AGREEMENT**

**\*Note this is a sample form of guaranty and keep well agreement. Actual terms and conditions may vary between selected entities.\***

This Guaranty And Keep Well Agreement ("**Guaranty**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, a Parent Company (form of business entity) ("**Guarantor**"), having its office at \_\_\_\_\_ on behalf of ("**Company**") to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

#### **RECITALS**

- A. \_\_\_\_\_, a marijuana establishment ("**Company**") and the City have executed the certain Host Community Agreement ("**HCA**") dated \_\_\_\_\_, 20\_\_, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Company has agreed to develop, construct, operate and maintain the marijuana establishment in the City of Springfield ("**Project**").
- B. Guarantor, as the ultimate parent company of Company, will benefit from the financial success of Company.
- C. The execution and delivery of this Guaranty is required under the terms of the HCA.
- D. This Guaranty is a guarantee of the obligations of the Company as set forth in the Agreement only.

**NOW, THEREFORE**, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Guarantor, acknowledging that, but for the execution and delivery of this Guaranty, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

- 1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City the following obligations as they relate to this Agreement (collectively, the "**Obligations**"): (i) the full and faithful performance by Company of its obligations to Complete the Project and comply with the terms of the HCA; and (ii) Company's prompt payment as and when due of all amounts of every kind or nature whatsoever required of Company under the HCA executed on \_\_\_\_\_, including the Company's annual payments and charitable donations as described in Section A and F of the HCA.
- 2. Upon assignment of Company as described in Section J of the HCA, Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City the obligations set forth herein will still be performed and carried out.
- 3. During the twenty-four (24) months following the Operations Commencement Date (the "**Keep Well Period**"), Guarantor agrees to fund Company all amounts necessary to allow Company to maintain and operate the Project and keep the Project open for business in the ordinary course during the Keep Well Period (the "**Keep Well Obligation**"), but only to the extent that Company's cash flow, which includes any proceeds from obligations arising from loans or other

debt which the Company was the financier thereof, from operations which is used to maintain and operate the Project and keep the Project open for business in the ordinary course during the Keep Well Period is insufficient to accomplish such purpose.

4. Guarantor will have and maintain available financial resources in an amount reasonably sufficient to fund all amounts necessary to allow Guarantor to perform all of its obligations hereunder, including, without limitation, the Keep Well Obligation.
5. Upon notice to Guarantor from the City that Company has failed to perform any of the Obligations, Guarantor agrees to:
  - a. assume full responsibility for and perform the Obligations in accordance with the terms, covenants and conditions of the Agreement;
  - b. indemnify and hold the City harmless from and against any and all loss, cost, damage, injury, liability, claim or expense the City may suffer or incur by reason of any nonpayment or nonperformance of any of the Obligations; and
6. Upon any Event of Default hereunder, the City shall have the following rights and remedies:
  - a. In addition, the City may bring any action at law or in equity or both, to compel Guarantor to perform its obligations hereunder and to collect compensation for all loss, cost, damage, injury and expense which may be sustained or incurred by the City as a direct or indirect consequence of Guarantor's failure to perform those obligations.
  - b. The City may release Company of all or any portion of its liability under this Agreement or the HCA at the sole discretion of the City.
  - c. The City must consent to any assignment or successive assignments of this Agreement by Company.
7. Guarantor expressly agrees that until the Obligations are fully satisfied and each and every term, covenant and condition of this Guaranty is fully performed, including, without limitation, the Keep Well Obligation, Guarantor shall not be released by or because of:
  - a. Any act or event which might otherwise discharge, reduce, limit or modify Guarantor's obligations under this Guaranty;
  - b. Any waiver, extension, modification, forbearance, delay or other act or omission of the City, or any failure to proceed promptly or otherwise as against Guarantor or any collateral, if any;
  - c. Any action, omission or circumstance which might increase the likelihood that Guarantor may be called upon to perform under this Guaranty or which might affect the rights or remedies of Guarantor; or
  - d. Any dealings occurring at any time between Company and the City, whether relating to the Agreement or otherwise.
8. Guarantor hereby expressly waives and surrenders any defense to its liability under this Guaranty based upon any of the foregoing acts, omissions, agreements, waivers or matters. It is the

purpose and intent of this Guaranty that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances. Guarantor waives:

- a. All statutes of limitations as a defense to any action or proceeding brought against Guarantor by the City to the fullest extent permitted by law;
  - b. Any defense based on: (i) any legal disability of Company, (ii) any release, discharge, modification, impairment or limitation of the liability of Company under the Agreement from any cause, whether consented to by the City or arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships ("Insolvency Proceeding"), or (iii) any rejection or disaffirmance of the Agreement in any such Insolvency Proceeding;
  - c. Any defense based on any action taken or omitted by the City in any Insolvency Proceeding involving Company, including any election to have a claim allowed as being secured, partially secured or unsecured, any extension of credit by the City to Company in any Insolvency Proceeding, and the taking and holding by the City of any security for any such extension of credit; and
  - d. All presentations, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation, payment or nonpayment of the Obligations and demands and notices of every kind and nature.
9. The City shall not be required, as a condition precedent to making a demand upon Guarantor after an Event of Default or to bringing an action against Guarantor after an Event of Default upon this Guaranty, to make demand upon, or to institute any action or proceeding at law or in equity against Company, any other guarantor or anyone else, or exhaust its remedies against Company, any other guarantor or anyone else, or against any collateral, if any, given to secure the Obligations. All remedies afforded to the City by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by the City or not, shall be deemed to be exclusive of any of the other remedies available to the City and shall not limit or prejudice any other legal or equitable remedy which the City may have.
10. Until the termination of this Guaranty in accordance with its terms, Guarantor hereby waives all rights of subrogation, contribution and indemnity against Company, now or hereafter arising, whether arising hereunder, by operation of law or contract or otherwise, as well as the benefit of any collateral which may from time to time secure the Obligations, and to that end, Guarantor further agrees not to seek any reimbursement, restitution, or collection from, or enforce any right or remedy of whatsoever kind or nature in favor of Guarantor against, Company or any other person or any of their respective assets or properties for or with respect to any payments made by Guarantor to the City hereunder or in respect of the Obligations or the Keep Well Obligation. However, Guarantor's waiver of its rights of subrogation is specifically limited to the extent that the exercise of such rights would adversely affect the City's rights pursuant to the Agreement. The City, in the course of exercising any remedies available to it under the Agreement, at its sole option may elect which remedies it may wish to pursue without affecting any of its rights hereunder. The City may elect to forfeit any of its rights, even if such actions shall result in a full or partial loss of rights of subrogation which Guarantor, but for the City's actions, might have had.

11. If, at any time, all or any part of any payment previously applied by the City to any of the Obligations is rescinded or must otherwise be restored or returned by the City for any reason, including, without limitation, the insolvency, bankruptcy, dissolution, liquidation or reorganization of Company, or upon or as a result of the appointment of a receiver, intervenor, custodian or conservator of, or trustee or similar officer for, Company or any substantial part of its property, Guarantor shall remain liable for the full amount so rescinded or returned.
12. Before signing this Guaranty, Guarantor investigated the financial condition and business operations of Company, the present and former condition, uses and ownership of the Project, and such other matters as Guarantor deemed appropriate to assure itself of Developer's ability to discharge its obligations under the Agreement. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Company's ability to pay and perform the Obligations. The City has no duty to disclose to Guarantor any information which it may have or receive about Company's financial condition or business operations, the condition or uses of the Project, or any other circumstances bearing on Company's ability to perform under the HCA.
13. Except for Permitted Affiliate Payments, any rights of Guarantor, whether now existing or hereafter arising, to receive payment on account of any indebtedness (including interest) owed to it by Company, or to withdraw capital invested by it in Company, or to receive distributions from Company, shall, to the extent and in the manner provided herein, be subordinate as to time of payment and in all other respects to the full and prior payment and performance of Obligations (to the extent then due). Following and during the continuance of an Event of Default, Guarantor shall not be entitled to enforce or receive payment of any sums or distributions from Company other than Permitted Affiliate Payments, until the Obligations have been paid and performed in full (to the extent then due) and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for the City.
14. Guarantor covenants with the City as follows:
  - a. Guarantor will furnish to the City the following:
    - i. No later than ninety (90) days after the end of each fiscal quarter of Guarantor an unaudited balance sheet and income statement, certified as true and correct by the chief financial officer of Guarantor or by any other duly authorized representative of Guarantor reasonably acceptable to the City, which shall be prepared in accordance with GAAP consistently applied (except insofar as any change in the application thereof is disclosed in such financial statements).
    - ii. No later than one hundred twenty (120) days after the end of each fiscal year of Guarantor an audited balance sheet and income statement prepared in accordance with GAAP.

None of the aforesaid financial statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection with the transactions contemplated hereby, and none of the representations and warranties in this Guaranty, shall contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading.
  - b. Guarantor shall give notice to the City promptly upon the occurrence of:



- i. any known default or Event of Default; and
- ii. any (A) material default or event of default by Guarantor under any contractual obligation of Guarantor or (B) litigation, investigation or proceeding which may exist at any time between Guarantor or any Person or Governmental Authority which could have a material adverse effect on the ability of Guarantor to pay its obligations hereunder.

Each notice pursuant to this paragraph shall be accompanied by a statement setting forth details of the occurrence referred to therein and stating what action Guarantor proposes to take with respect thereto.

- c. Guarantor agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this Guaranty.
15. The City may declare Guarantor to be in default under this Guaranty upon the occurrence of any of the following events (each, an **"Event of Default"**, and collectively, **"Events of Default"**).
- a. If Guarantor fails to pay any amounts required to be paid or expended under this Guaranty and such nonpayment continues for ten (10) Business Days after written notice from the City;
  - b. If Guarantor fails to comply with any covenants and agreements made by it in this Guaranty (other than those specifically described in any other subparagraph of this paragraph 16) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Guarantor commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Guarantor shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Guarantor;
  - c. If any representation or warranty made by Guarantor hereunder was false or misleading in any material respect as of the time made;
  - d. If Guarantor ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Guarantor; or
  - e. Except on satisfaction of the Obligations and expiration of the Keep Well Obligation, if Guarantor attempts to withdraw, revoke or assert that the Guaranty is of no force or effect.
16. If any of the provisions of this Guaranty, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
17. This writing is intended by the parties hereto as a final expression of this Guaranty, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto related to the subject matter hereof. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade

usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this Guaranty. No amendment, modification, termination or waiver of any provision of this Guaranty, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer, Guarantor or any collateral given to secure the Obligations.

18. Notices shall be given as follows:

- a. Any notice, demand or other communication which any party may desire or may be required to give to any other party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to City: Mayor  
City of Springfield  
36 Court Street, Room 210  
Springfield, Massachusetts 01103

with copies to: City Solicitor  
City of Springfield  
36 Court Street  
Springfield, Massachusetts 01103

If to Parent Company: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

with copies to: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

- b. Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

19. Time is of the essence in performance of this Guaranty by Guarantor.

20. Guarantor's obligations under this Guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall remain in full force and effect until it is expressly modified or released in a writing signed by the City. Guarantor's obligations under this Guaranty are independent of those of Company under the Agreement.

21. The terms of this Guaranty shall bind and benefit the legal representatives, successors and assigns of the City and Guarantor; provided, however, that Guarantor may not assign this Guaranty, or assign or delegate any of its rights or obligations under this Guaranty, without the prior written consent of the City in each instance.

22. This Guaranty shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.
23. If at any time during the Term, Guarantor is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Guarantor or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Guaranty and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.
24. Guarantor acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Company, and that it is executing this Guaranty in consideration of that anticipated benefit.
25. The obligations of Guarantor under this Guaranty with respect to the Obligations set forth in paragraph 1 hereof, shall terminate and be of no further force or effect (subject to reinstatement pursuant to paragraph 11 hereof) upon the satisfaction of such Obligations set forth in paragraph 1 hereof and with respect to the Keep Well Obligation, shall terminate and be of no further force or effect upon the expiration of the Keep Well Period.
26. Dispute Resolution:
- a. It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this Guaranty, the breach, termination, or validity of this Guaranty, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a “**Dispute**”) is critical to the implementation of this Guaranty. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.
  - b. Either party hereto shall give the other party written notice of any Dispute (“**Dispute Notice**”) which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.
  - c. Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.
  - d. At any time, either party hereto may seek injunctive relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the parties hereto that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Agreement shall be filed in the Superior Court Department of the Trial Court sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the “**Court**”) in furtherance of arbitration of the Dispute.

- e. In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service ("JAMS") (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.
- f. For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this Guaranty and applicable law, and shall apply the terms of this Guaranty without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this Guaranty.
- g. Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the parties hereto shall have the right to request a copy of such transcript, at its sole cost.
- h. The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this Guaranty.



## City Council

**ADOPTED**

Meeting: 09/16/19 06:30 PM

Initiator: Tasheena Davis

Sponsors: Mayor Domenic J. Sarno

DOC ID: 5295 A

# Order Approving a Host Community Agreement with Holistic Industries, Inc. (Mayor Sarno)

## Order Approving a Host Community Agreement with Holistic Industries, Inc. for a Marijuana Establishment at 1300 Boston Road, Springfield, MA

**WHEREAS**, "The Regulation and Taxation of Marijuana Act" (Chapter 334 of the Acts of 2016) and "An Act to Ensure the Safe Access to Marijuana" (Chapter 55 of the Acts of 2017) allows the sale, cultivation, and manufacturing of marijuana by Marijuana Establishments in the Commonwealth; and

**WHEREAS**, according to Massachusetts General Laws chapter 94G, §3, any Marijuana Establishment wishing to operate within the City of Springfield must first obtain a Host Community Agreement with the City; and

**WHEREAS**, according to the regulations of the Cannabis Control Commission, the state's regulatory body for Marijuana Establishments, a Marijuana Establishment must present verification of a Host Community Agreement before their Application of Intent is complete with the Cannabis Control Commission; and

**WHEREAS**, after the use of a Request for Proposals/Qualifications process (RFQ/P 19-116), Holistic Industries, Inc. ("Company") has been selected to operate a Marijuana Establishment in Springfield located at 1300 Boston Road; and

**WHEREAS**, Company desires to support community initiatives and interests in Springfield to express its appreciation for the community support it has received to operate in Springfield; and

**WHEREAS**, Holistic Industries, Inc. desires to mitigate any actual or potential adverse community impacts and to improve the security and health of the people of Springfield; and

**WHEREAS**, the City of Springfield and Holistic Industries, Inc. desire to enter into a Host Community Agreement to memorialize the terms of Holistic Industries, Inc.'s support of community initiatives and interests in Springfield and Holistic Industries, Inc.'s commitment to mitigate actual or potential adverse community impacts;

# CORPORATE CERTIFICATE

\*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS \*

\*\*SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT \*

I, \*\* David Cohen A Resident of 175 E 62ND STREET APT 5D  
NEW YORK in

The State of New York DO HEREBY CERTIFY: that I am  
the Clerk/

Secretary of Holistic Industries Inc.

A Corporation duly Organized and existing under and by virtue of the laws of the

State of Massachusetts

And that I have custody of the records of such Corporation: and that as of the date herein  
below recited

\* [Signature] Chief Executive Officer  
(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the  
following:

Holistic Industries Inc.

CONTRACT NO. 20200205

Host Community Agreement; Adult Use Marijuana

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this 3rd day of October 2019

(Affix)  
(Seal)  
(Here)

\*\* [Signature]

# TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number

001377298  
State Identification Number

47-5374980  
Federal Identification Number

Company:

Holistic Industries Inc.

P.O. Box (if any):

Street Address Only:

96 Palmer Road

City/State/Zip Code:

Monson, MA 01057

Telephone Number:

508-983-1477

Fax Number:

List address(es) of all other property owned by company in Springfield:

None

Please identify if the bidder/proposer is a:

Corporation

☒

Individual

☐

Name of Individual:

Partnership

☐

Names of all Partners:

Limited Liability Company

☐

Names of all Managers:

Limited Liability Partnership

☐

Names of Partners:

Limited Partnership

☐

Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

## FEDERAL TAX CERTIFICATION

I, David Cohen certify under the pains and penalties of perjury that Holistic Industries Inc. to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.  
(authorized agent) (Bidder/Proposer)

Holistic Industries Inc.  
Bidder/Proposer/Contracting Entity

[Signature]  
Authorized Person's Signature

Date: 10/3/2019

## CITY OF SPRINGFIELD TAX CERTIFICATION

I, David Cohen certify under the pains and penalties of perjury that Holistic Industries Inc. to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).  
(authorized agent) (Bidder/Proposer)

Holistic Industries Inc.  
Bidder/Proposer/Contracting Entity

[Signature]  
Authorized Person's Signature

Date: 10/3/2019

## COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, David Cohen certify under the pains and penalties of perjury that Holistic Industries Inc. to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.  
(authorized agent) (Bidder/Proposer)

Holistic Industries Inc.  
Bidder/Proposer/Contracting Entity

[Signature]  
Authorized Person's Signature

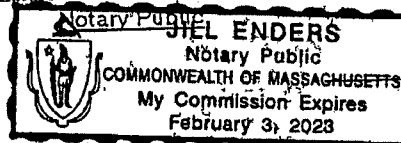
Date: 10/3/2019

STATE OF

Massachusetts

County of

Worcester, ss.



Oct 3, 2019

Then personally appeared before me [name]

David Cohen

[title]

Secretary of [company]

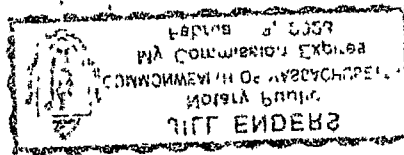
name] Holistic Industries Inc. being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Holistic Industries Inc.

Notary Public

My commission expires:

2/3/23

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.



7117 ENDEB2



### *Ensuring Zoning Compliance*

Given the real-world experience of Holistic Industries, Inc. (“Holistic”) has secured access to the necessary capital to cover expenses associated with maintaining absolute compliance with all state and local law, rules and regulations. With regards to ensuring continued zoning compliance at each of our facilities, we have conservatively budgeted for in-house and outsourced solutions.

#### **In-House Expertise**

To ensure strict compliance with all applicable requirements, including local zoning compliance, we intend to initially rely on both our Compliance Department and in-house counsel to review and analyze our operational requirements such as state and local permit renewals, changes in zoning requirements and other critical licensing and business authorization matters. Specifically, we will initially rely on our national affiliated Compliance Director (until a locally sourced and hired Compliance Manager is trained to take over responsibilities) to review all company activities during construction and operations and ensure regulatory and ongoing zoning compliance. If any violations occur, he/she will cease offending activities, provide a detailed incident report to our CEO and offer remediation measures. Then, the Compliance Officer will oversee the revision of our protocol and any required re-training to ensure absolute compliance moving forward.

Our Compliance Officer will coordinate with each of our facility’s management teams to ensure redundant measures are identified and taken to guarantee continuous zoning compliance.

#### **Outsourced Expertise**

Holistic has hired local legal counsel to advise us on regulatory, operational and zoning compliance related matters as a redundant, but necessary, measure. This law firm, presently Kerbey Harrington Pinkard LLP, will be tasked to review our proposed policies and procedures to ensure absolute compliance with all statutory and regulatory requirements, especially local zoning requirements. Any amendments suggested will be immediately incorporated into our protocol, as overseen by our facilities’ managers.

#### **Required Local Licensing Requirements**

In Springfield, Holistic must obtain and comply with a special permit and applicable building permits from the City. Holistic must also obtain a certificate of occupancy from the City prior to opening for business.

Holistic’s proposed establishment is allowed at the proposed premises but requires a special permit from Springfield, as previously stated. On September 24<sup>th</sup>, 2019, the City Council approved Holistic’s Special Permit (see attached, which includes the Springfield Office of Planning & Economic Development’s Staff Analysis), which shall expire upon the expiration or termination of the license issued by the Massachusetts Cannabis Control Commission. The anticipated duration of construction is 12 weeks.

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT  
ANALYSIS FOR A SPECIAL PERMIT**

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**1300 BOSTON ROAD (01655-0254)  
ADULT USE MARIJUANA ESTABLISHMENT (STOREFRONT RETAIL)**

*General Information*

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<b>Petitioner:</b>	Holistic Industries, Inc.
<b>Request:</b>	Adult Use Marijuana Establishment
<b>Proposed use of the property:</b>	Adult Use Marijuana Establishment
<b>Parcel Size:</b>	92,565 s.f.
<b>Compatibility with current planning documents:</b>	The Boston Road Neighborhood Plan shows no changes to this area.
<b>Neighborhood council notification:</b>	Indian Orchard Citizens Council: 9-10-19
<b>Tax Status:</b>	<b>SEE ATTACHED</b>
<b>Site Visit:</b>	9-10-19
<b>Hearing Date:</b>	9-24-19

*Staff Analysis*

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**Neighborhood characteristics:**

The parcel is currently zoned Business A and is located in an area of primarily commercial uses. The surrounding land uses include:

- To the north is Loon Pond.
- To the south are a gas station and retail uses zoned Business A.
- To the west are Aldi's and Denny's zoned Business A.
- To the east is multi-tenant retail building zoned Business A.

**Site plan review:**

The petitioner has requested a special permit to allow for the operation of an Adult Use Marijuana Establishment (storefront retail) at the property known as 1300 Boston Road. This is currently the location of a newly constructed, multi-tenant commercial building. The petitioner intends to make renovations to the existing building for a new Adult Use Marijuana retail location.

As the Council is aware, on November 8, 2016 Massachusetts voters approved an initiative petition known as "*The Regulation and Taxation of Marijuana Act*", which was codified as Chapter 334 of the Acts of 2016

("Chapter 334"). Chapter 334 reduced state criminal penalties and instituted civil penalties for the possession and recreational use of marijuana by persons over 21 years of age. It also created a way for the Commonwealth to control the production and distribution of marijuana through licensing, regulations, and taxation of Marijuana Establishments. Chapter 55 of the Acts of 2017 ("Act") was enacted by the State Legislature as an amendment to Chapter 334. The Act encompassed significant amendments to Chapter 334 including a six (6) month delay in state licensing with a new start date of July 1, 2018.

The Act allows Marijuana Establishments to cultivate, manufacture, and process marijuana and to sell marijuana to persons over 21 years of age. An applicant requesting certification as a Marijuana Establishment must meet the requirements set out in 935 CMR 500.00, the regulations promulgated by the Cannabis Control Commission, to be considered for a final license as a Marijuana Establishment.

The Act also calls for local control of Marijuana Establishments (G.L.c. 94G, §3) by allowing municipalities to create licensing requirements and to make reasonable regulations that control the time, place and manner of Establishments. On March 26, 2018, in the form of a zoning amendment, the City passed a Temporary Moratorium on Establishments that expired on September 30, 2018. The Zoning Ordinance was further amended by adding Section 4.7.110, *Adult Use Marijuana Establishments*, which became effective on October 16, 2018. Section 4.7.110 sets forth the zoning and Tier 3 special permit requirements for Establishments seeking to operate in the City. Proposed Projects must comply with all requirements set forth in section 4.7.110 of the City's Zoning Ordinance.

Due to the amount of interest the City received for this new use, the decision was made to conduct a phased Request for Qualifications/Proposals (RFQ/P) process, similar to what had been done for the medical marijuana and the casino selection. It was determined that this was the most efficient way to obtain the needed information in order to make a qualified decision about locating such an operation within Springfield.

The Phase 1 RFQ/P was issued in April 2019. The RFQ/P required detailed submissions from each potential applicant. The City also retained an outside expert legal consultant to advise the City about fair, balanced and neutral selection criteria. Information required to be submitted in the response to the RFQ/P included:

- **Project Description:**
  - The type of Marijuana Establishment being proposed;
  - The name of the proposer, the contact person and the contact person's business address, telephone and facsimile numbers and e-mail address; and
  - A brief description of proposer and its business including names and biographies of its officers, directors, and key personnel, or persons serving in similar capacities.
- **Location:**
  - Proof of interest, proprietary ownership, lease or control of the proposed project site evidencing binding permission to use the premises as a Marijuana Establishment;
  - Size and description of the proposed site;
  - Pedestrian and vehicular traffic safety plan; and
  - A comprehensive analysis showing the site is in compliance with zoning requirements set forth in Section 4.7.110 of the City Zoning Ordinance, including buffer zones.
- **Design and Construction:**
  - Estimated construction budget;
  - Conceptual site plan of the project including, but not limited to:
    - Proposed employee and customer parking;

- Dumpster locations;
  - Lighting;
  - Security fencing; and
  - Signage.
- A summary of anticipated fiscal impacts on the City of Springfield, the anticipated duration of such impacts and a detailed plan to mitigate such impacts that includes:
  - Pedestrian and vehicular traffic impacts;
  - Infrastructure and utility impacts;
  - Environmental impacts; and
  - Increases in City services.
- **Management and Business Operations:**
  - A draft Management and Operations Profile pursuant to 935 CMR 500.101;
  - Business operations profile, including the projected number of full-time and part-time employment positions that will be created by the project and the number of positions available to City residents;
  - Organizational chart for the proposer listing all principal entities. If the proposer currently has or expects to have local partners who will have an ownership in the entity developing the project, that same information must be provided;
  - Financial summary for the proposed project; and
  - Background, reputation and expertise of the proposer in designing, developing and operating marijuana or other businesses similar to the project proposed in the City.
- **Equity:**
  - Diversity plan to promote and encourage full participation in the regulated marijuana industry;
  - Plan to positively impact areas of disproportionate impact pursuant to 935 CMR 500.101;
  - If applicable, statement reflecting that the proposer is a Commission-certified Economic Empowerment Applicant pursuant to 935 CMR 500.101 and/or Commission-certified Social Equity Applicant pursuant to 935 CMR 500.105.
  - If not Commission-Certified Economic Empowerment Applicant or Social Equity Applicant, a statement reflecting extent to which Proposal includes the following:
    - A majority of ownership, and/or current employees/sub-contractors is/are: Black, African American, Hispanic, Latino, members of other underrepresented communities, women, veterans, or people with disabilities;
    - Residency of owner in a Commission-designated area of disproportionate impact (including City);
    - Prior, nonviolent drug conviction(s) (*This information was ONLY used to evaluate a proposer's equity qualifications*); or
    - Plans/programs demonstrating active engagement in economic education, resource provision or empowerment to disproportionately impacted individuals or communities.
    - Plans/programs intending to facilitate future business

practices that promote economic empowerment in areas of disproportionate impact within the City, including the use of an incubator or accelerator program to aid limited net worth equity applicants who wish to enter the adult use industry.

- Description detailing proposer's promotion of sustainable, socially and economically reparative practices in the cannabis industry.

- **Community Outreach and Cooperation:**

- A summary of the Community Outreach Meeting that includes:
  - The date, time and location of the meeting;
  - A list of the attendees;
  - A description of efforts to publish and market the meeting;
  - A summary of notes taken at the meeting, reflecting citizen comments; and
  - If any, a summary of follow-up taken by the proposer to respond to public comments
- A summary of cooperation with City personnel and the community.

In May 2019, a total of twenty seven (27) responses were submitted. A selection committee was set up by the Mayor, in conjunction with the City Council, to review and rank the RFQ/P submissions. This selection committee was made up with representatives from the Springfield Department of Health & Human Services, Police Department, Fire Department, Department of Public Works, Building Department, Law Department, Mayors Office, Office of Procurement, Division of Administration & Finance, a representative of the City Council and the Office of Planning & Economic Development. To ensure procedural fairness, the City again utilized the services of its outside expert legal consultant during the review process. It should also be noted that the RFQ/P process also included a number of public presentations by the proposers.

An initial review of each submission was completed for compliance with the underlying zoning requirements and it was determined that four (4) locations were disqualified. As such, those proposals were not reviewed by the selection committee. One (1) proposal was also withdrawn.

All other responses were then fully reviewed and ranked by the selection committee. It was then determined that as part of Phase I, only the top four (4) ranked proposals would be allowed to move forward with the negotiation of a Host Community Agreement (HCA). In addition to the HCA being approved by the City Council, as per the Zoning Regulations, a special permit is also required to be approved.

### **1300 Boston Road:**

As noted above, 1300 Boston Road has been identified as the potential location for a proposed Adult Use Marijuana Establishment. This is a single-story, multi-tenant commercial building located along the Boston Road commercial corridor. This site is currently the location of a Sprint store, Bulbs & Batteries and a Moe's Southwest Grill. The petitioner has indicated that each tenant is separate and that there will be no interior access between tenants. It should be noted that this location is also shared by a MedExpress clinic.

The plans submitted show that the proposed use would be located within the existing building. With regards to parking, the existing commercial development has approximately ninety eight (98) parking spaces. While these spaces are shared with all the tenants the total number of spaces well exceeds the number required under the Zoning Regulations.

In addition to the site plan, a detailed floor plan has also been submitted. The area of this section of the building totals 3,218 square feet, however, as per the Zoning Ordinance, only 2,500 square feet can be open to

the public. The interior of the building will house a number of different areas including a security vestibule, concierge area, restrooms, and retail sales floor. The back of house area will house a vault, media room, manager's office, break room and receiving office. Signage will also be posted stating that no one under the age of twenty one (21) will be allowed to enter.

A full security plan has also been submitted. As noted, the Springfield Police Department has been involved throughout this entire process and has reviewed Holistic's full security plans. The plan includes a

number of security and safety measures including motion detectors, door alarms, duress/hold-up alarms, glass break detectors, video surveillance cameras, panic alarms and perimeter alarms. A full management and operations plan has also been submitted which includes details on the overall operations, inventory controls, patron education, revenue management, check-out policies and other operational details.



Further, it should be noted that this will only be a retail operation. There will be no cultivation/manufacturing done at this location. Holistic has indicated that the cultivation/processing operation is located in Monson. A number of safe-guards have been identified for the transportation of the marijuana product between the cultivation operation in Monson and Springfield. These safe-guards include using unmarked vehicles, locking cargo areas, GPS, dash-cams, secured communication devices and other proprietary security features.

Lastly, as part of the submission, the petitioners were required to submit a traffic study. Those studies were then sent to the Department of Public Works (DPW) for a full review. In speaking with the Director of DPW, he had no major concerns. He indicated that he has also spoken directly to the petitioner. Further, he also indicated he made a site visit to the retail facility in Chicopee and it did not appear that there were any significant traffic related issues. The staff would recommend that if approved, the petitioner be required to work directly with DPW to review and approve all traffic mitigation issues, especially during the opening of the operation. As was seen when facilities first opened in both Northampton and Leicester earlier this year, there were significant traffic issues due to the amount of patrons visiting these locations. Due to the location of this facility, along the heavily traveled Boston Road, the petitioner needs ensure that adequate steps will be taken to avoid a similar situation.

As noted above, in addition to the special permit, a Host Community Agreement is required. Holistic's Host Community Agreement for this location was approved by the City Council on September 17, 2019. Further, it needs to be stressed that along with the City of Springfield's approval, a full review, approval and licensing of this proposed use must be completed by the Massachusetts Cannabis Control Commission.

Overall, the staff has been very pleased with the professionalism shown by not only this company but by all the companies participating in the RFQ/P process. The staff firmly believes that Holistic has provided a detailed outline of its proposal and has addressed all the concerns outlined by the many city departments participating in the RFQ/P review. The staff does not oppose the proposed request and does not believe the proposed use will have a negative impact on the surrounding properties or on the neighborhood as a whole.

## *Recommendation*

---

Approve, with conditions.

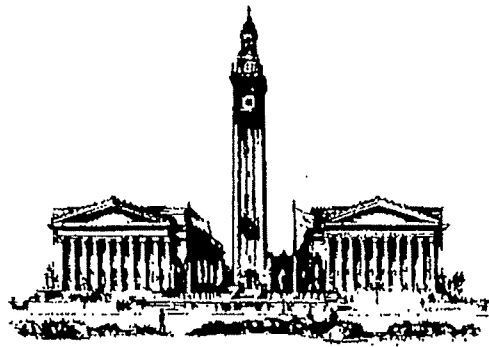
## *Recommended Conditions:*

---

1. This special permit is granted to this petitioner only and shall not be reassigned or transferred.
2. This special permit is granted solely for the operation of an Adult Use Marijuana Establishment (storefront retail) at the property known as 1300 Boston Road (01655-0254).
3. The use shall be developed as per the attached site plans, elevations and submission requirements with the addition of conditions #4 through #27.
4. Prior to start of operations, the petitioner shall provide the Springfield Police Department, Department of Health & Human Services and the Building Department a copy of the license issued by the Massachusetts Cannabis Control Commission.
5. This special permit shall expire upon the expiration and/or termination of the license by the Massachusetts Cannabis Control Commission.
6. The petitioner shall be required to remove all materials, signage, inventory, equipment and other paraphernalia within sixty (60) days of ceasing operations or immediately following any revocation of its license issued by the Massachusetts Cannabis Control Commission.
7. There shall be no on-site consumption, including the parking area, of marijuana or marijuana related products.
8. There shall be no cultivation or manufacturing done at this location.
9. There shall be no outside storage of marijuana or marijuana related products.
10. No marijuana, marijuana related product or any accessory paraphernalia shall be visible to the general public from the exterior of the building or property line.
11. The facility shall fully comply with its odor control plan providing proper and adequate ventilation. All resulting odors, smoke, vapor, fumes, gases and/or particulate matter from the use shall be effectively confined to the premises or so disposed of to avoid any increased air pollution.
12. In addition to the special permit approval, a full review by the Department of Public Works, as per the provisions of City Ordinance, Chapter 27, Article VIII, § 27-58 through 27-63, will be required. This approval must be obtained prior to the issuance of a Building Permit.
13. The petitioner shall coordinate with DPW and the Springfield Police Department, and supply all requested information, to identify and address any and all potential traffic related issues, especially relating to opening activities.
14. If during the initial opening period, but no longer than six (6) months, the City determines that queuing of pedestrians on the public sidewalk or vehicles queuing on a public way have become a safety hazard or nuisance, the petitioner shall coordinate with DPW and the Springfield Police Department to identify and immediately implement methods to eliminate the queuing. Any and all costs related to these remedies shall be borne by the petitioner.
15. The petitioner shall coordinate with the Springfield Police Department on all security related matters and shall fully comply with the submitted Security Plan.
16. The use shall comply with all Zoning Regulations as outlined in Article 4, Section 4.7.110 and all other applicable sections of the ordinance.
17. The use shall comply with any and all regulations outlined by the Massachusetts Cannabis Control Commission and 935 CMR 500.
18. Any and all signage shall be properly permitted and comply with the Springfield Zoning Ordinance and regulations outlined by 935 CMR 500.
19. There shall be signage visible from outside of the building stating that only individuals twenty one (21) years and older are allowed inside the establishment.
20. The use shall comply with any and all stipulations outlined within the approved Host Community Agreement.

21. The site shall be maintained and kept free of all litter and debris.
22. All landscaped areas shall be maintained.
23. The public sidewalk along Boston Road shall be maintained, including snow removal.
24. All require permits from the Department of Health & Human Services shall be obtained prior to start of operations. A Certificate of Occupancy shall also be issued by the Building Department, prior to opening.
25. Any and all required permits from the DPW and the Building Department shall be obtained prior to the start of any construction.
26. The hours of operation shall be set by the City Council but in no case shall this operation be open to the public and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises between the hours of 9:00PM and 8:00AM.
27. Any and all dumpsters shall be completely enclosed.
28. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in denial of the issuance of a Building Permit and/or Occupancy Permit, revocation of any permits issued and/or enforcement by the Code Enforcement Department punishable by fines of up to \$200 per day for each day a violation exists.





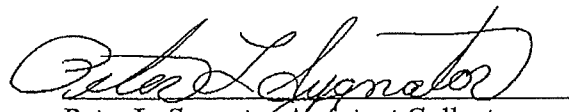
THE CITY OF  
SPRINGFIELD, MASSACHUSETTS

8/13/2019

**Special Permit  
Tax Certification**

I certify that all identifiable real estate, personal property and excise taxes have been paid by the petitioner and/or landlord associated with the special permit request shown below:

Special Permit : 1300 Boston Road  
Petitioner : Holistic Industries, Inc.  
Landlord : Boston Road/Pasco Rt20 Retail, LLC

  
Peter L. Sygnator Assistant Collector

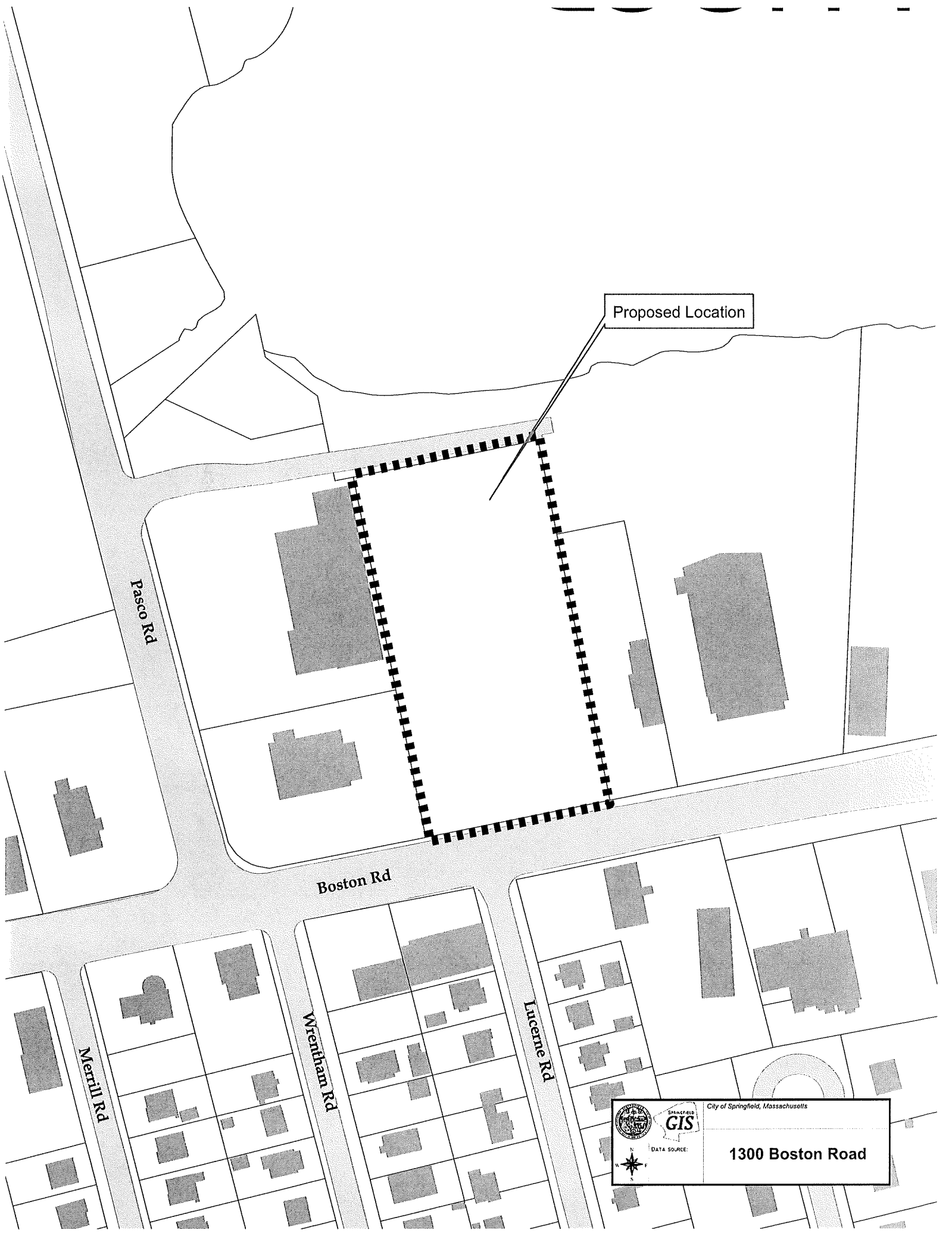


LOCATION: 1284-1340 BOSTON RD  
SPRINGFIELD, MA

DRAWING NAME: SITE PLAN

**THE COLVEST GROUP**  
1259 East Columbus Avenue - Suite 201  
Springfield, Massachusetts 01105  
P. 413.363.9793 - F. 413.363.2643





Proposed Location

Pasco Rd

Boston Rd

Merrill Rd

Wrentham Rd

Lucerne Rd



SPRINGFIELD  
GIS

City of Springfield, Massachusetts



DATA SOURCE:

1300 Boston Road

016550250

[REDACTED]  
1111 ELM ST  
WEST SPRINGFIELD, MA 01089

095400115

[REDACTED]  
1111 ELM ST  
WEST SPRINGFIELD, MA 01089

095400118

[REDACTED]  
1111 ELM ST  
WEST SPRINGFIELD, MA 01089

079800071

[REDACTED]  
19 LUCERNE RD  
SPRINGFIELD, MA 01119

079800072

[REDACTED]  
111 BALCH RD  
LYLE, WA 98625

016550479

BASILE PROPERTIES LLC  
241 CRANE HILL RD  
WILBRAHAM, MA 01095

016550481

BASILE PROPERTIES LLC  
241 CRANE HILL RD  
WILBRAHAM, MA 01095

079800005

[REDACTED]  
28 LUCERNE ROAD  
SPRINGFIELD, MA 01119

016550256

BOSTON ROAD/PASCO RT 20  
1259 EAST COLUMBUS AVE  
SPRINGFIELD, MA 01105

016550258

BOSTON ROAD/PASCO RT 20  
1259 E COLUMBUS AVE STE  
SPRINGFIELD, MA 01105

016550254

BOSTON ROAD/PASCO RT20  
1259 E COLUMBUS AVE STE  
SPRINGFIELD, MA 01105

016550488

CH REALTY VII/CG MACT  
3819 MAPLE AVE  
DALLAS, TX 75219

016550489

DIBA LLC  
28 SOUTH VIEW DR  
SOUTHWICK, MA 01077

016550491

DIBA LLC  
28 SOUTH VIEW DR  
SOUTHWICK, MA 01077

125450075

DIBA LLC  
28 SOUTH VIEW DR  
SOUTHWICK, MA 01077

079800003

[REDACTED]  
24 MCINTOSH DR  
WILBRAHAM, MA 01095

079800070

[REDACTED]  
23 LUCERNE RD  
SPRINGFIELD, MA 01119

016550494

K A REALTY TRUST  
600 LORING AVE  
SALEM, MA 01970

079800004

[REDACTED]  
18 LUCERNE RD  
SPRINGFIELD, MA 01119

016550272

PARMAR ENTERPRISES INC  
321 CENTER ST  
LUDLOW, MA 01056

016550271

PARMAR ENTERPRISES INC  
321 CENTER ST  
LUDLOW, MA 01056

016550232

ROUTE 20 COLOR TILE LLC  
41 CROSSROADS PLAZA #125  
WEST HARTFORD, CT 06117

125450073

[REDACTED]  
29 WRENTHAM RD  
SPRINGFIELD, MA 01119

125450004

[REDACTED]  
18 WRENTHAM RD  
SPRINGFIELD, MA 01119

016550270

SHIV SHIV CORP  
1356 BOSTON RD #1  
SPRINGFIELD, MA 01119

095400120

SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD, MA 01103

125450074

SUNLIGHT PROPERTIES LLC  
302 WARREN ST  
NEEDHAM, MA 02492

016550235

TANNERS-SPRINGFIELD  
P O BOX 780236  
WICHITA, KS 67278





### Certificate Of Mailing

To pay fee, affix stamps or meter postage here

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550250

1111 ELM ST  
WEST SPRINGFIELD, MA 01089

PS Form 3817, April 2007 PSN 7530-02-000-9065



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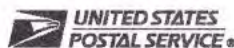
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New York, NY 10065

To: 017600071

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SPRINGFIELD, MA 01119

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New York, NY 10065

To: 016550481

BASILE PROPERTIES LLC  
241 CRANE HILL RD  
WILBRAHAM, MA 01095

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550258  
BOSTON ROAD/PASCO RT20  
1259 E COLUMBUS AVE STE  
SPRINGFIELD, MA 01105

PS Form 3817, April 2007 PSN 7530-02-000-9065



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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550489  
DIBA LLC  
28 SOUTH VIEW DR  
SOUTHWICK, MA 01077

PS Form 3817, April 2007 PSN 7530-02-000-9065





### Certificate Of Mailing

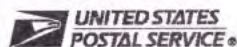
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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 079800003  
[REDACTED]  
24 MCINTOSH DR  
WILBRAHAM, MA 01095

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175 E 62nd Street Apt 5D  
New York, NY 10065

To: 079800004  
[REDACTED]  
18 LUCERNE RD  
SPRINGFIELD, MA 01119

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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550232  
ROUTE 20 COLOR TILE LLC  
41 CROSSROADS PLAZA #125  
WEST HARTFORD, CT 06117

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550270  
SHIV SHIV CORP  
1356 BOSTON RD #1  
SPRINGFIELD, MA 01119

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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550235  
TANNERS-SPRINGFIELD  
P O BOX 780236  
WICHITA, KS 67278

PS Form 3817, April 2007 PSN 7530-02-000-9065







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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 095400115

1111 ELM ST  
WEST SPRINGFIELD, MA 01089

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 079800072

111 BALCH RD  
LYLE, WA 98625

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175 E 62nd Street Apt 5D  
New York, NY 10065

To: 079800005

28 LUCERNE ROAD  
SPRINGFIELD, MA 01119

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550254  
BOSTON ROAD/PASCOU  
1259 E COLUMBUS AVE STE  
SPRINGFIELD, MA 01105

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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550491  
DIBA LLC  
28 SOUTH VIEW DR  
SOUTHWICK, MA 01077

PS Form 3817, April 2007 PSN 7530-02-000-9065







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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 079800070  
[REDACTED]  
23 LUCERNE RD  
SPRINGFIELD, MA 01119

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550272  
PARMAR ENTERPRISES INC  
321 CENTER ST  
LUDLOW, MA 01056

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 125450073  
[REDACTED]  
29 WRENTHAM RD  
SPRINGFIELD, MA 01119

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 095400120  
SPRINGFIELD CITY OF  
36 COURT ST  
SPRINGFIELD, MA 01103

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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 095400118  
[REDACTED]  
WEST SPRINGFIELD, MA 01089

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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550479  
BASILE PROPERTIES LLC  
241 CRANE HILL RD  
WILBRAHAM, MA 01095

PS Form 3817, April 2007 PSN 7530-02-000-9065



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c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550256  
BOSTON ROAD/PASCO RT 20  
1259 EAST COLUMBUS AVE  
SPRINGFIELD, MA 01105

PS Form 3817, April 2007 PSN 7530-02-000-9065



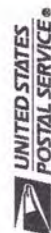
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This Certificate of Mailing provides evidence that mail has been presented to USPS.  
This is for:  
From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550488  
CH REALTY VII/CG MACI  
3819 MAPLE AVE  
DALLAS, TX 75219

PS Form 3817, April 2007 PSN 7530-02-000-9065



### Certificate Of Mailing

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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 125450075  
DIBA LLC  
28 SOUTH VIEW DR  
SOUTHWICK, MA 01077

PS Form 3817, April 2007 PSN 7530-02-000-9065



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From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 016550494  
K A REALTY TRUST  
600 LORING AVE  
SALEM, MA 01970

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c/o David Cohen  
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New York, NY 10065

To: 016550271  
PARMAR ENTERPRISES INC  
321 CENTER ST  
LUDLOW, MA 01056

PS Form 3817, April 2007 PSN 7530-02-000-9065



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meter postage here

This Certificate of Mailing provides evidence that mail has been presented to USPS®  
This form

From: Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

To: 125450074  
SUNLIGHT PROPERTIES LLC  
302 WARREN ST  
NEEDHAM, MA 02492

PS Form 3817, April 2007 PSN 7530-02-000-9065



## *Positive Impact Plan*

Holistic Industries, Inc. (“Holistic”) has already, and plans to continue, positively impacting areas of disproportionate impact in the Commonwealth of Massachusetts.

Holistic acknowledges and 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.

Any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

### **Goals**

Our Positive Impact goals are:

- The applicant shall hire 20% or more of its Monson cultivation/manufacturing facility staff that are residents of Monson, a community of disproportionate impact.
- Supporting at least two local organizations in Monson, a community of disproportionate impact, whose goals align with our own in providing assistance to or new economic opportunities for residents in an area of disproportionate impact by contributing at least \$10,000 per year to such organizations in the aggregate

### **Programs**

NOTE: Monson, MA is one of the 29 communities of disproportionate impact, as identified by the Commonwealth of Massachusetts.

#### *Creating Jobs for the Local Monson Talent Pool*

To promote economic development in an area of disproportionate impact, Holistic will create jobs at our Monson cultivation/manufacturing facility and generate new tax revenue for the community. We will set a goal that 20%+ of the positions created within our local facility be held by Monson residents each year that we operate. In order to hire 20%+ of our cultivation/manufacturing staff from Monson, the following programs will be instituted:

- The applicant shall post monthly advertisements in the local paper, The Journal Register stating that the establishment is specifically looking for MA residents of Monson to fill positions at our Monson facility
- The applicant shall post monthly advertisements on Indeed, the popular digital job posting website, stating that the establishment is specifically looking for MA residents of Monson to fill positions at our Monson facility

#### *Supporting Local Monson Organizations*



Holistic will also annually contribute company resources (at least \$10,000 total) to positively affect areas of disproportionate impact. Representatives have already discussed our proposed program with the Town Administrator of Monson, MA. Our program will consist of charitable giving, consisting of donations to at least two local non-profits on an annual basis. In order to achieve this goal, the following programs will be instituted:

- Monson Free Public Library: Holistic will contribute financially to the non-profit arm of the Monson Free Public Library on an annual basis. This amount shall be a minimum of \$5000 annually.
- Monson Council on Aging: Holistic will contribute financially to this organization on an annual basis. This amount shall be a minimum of \$5000 annually.

## **Measurements**

### *Creating Jobs Earmarked for the Local Monson Talent Pool*

In order to measure the hiring of 20% of our cultivation/manufacturing facility staff from Monson residents, the following metrics will be instituted:

- The applicant will count the total number of positions in the cultivation/manufacturing facility and then will count the number of individuals hired who have verified residency in Monson. These numbers will be assessed to ensure that 20% or more of all individuals hired fall within this goal.

In order to measure the contribution of at least \$10,000 annually in the aggregate to at least two Monson non-profits, the following metrics will be instituted:

- Monson Free Public Library: HR will track financial contributions made to this organization and produce an annual report. HR will maintain proof of financial contributions by a document produced by the Library evincing the date and amount of contribution. This record will be maintained by the company for 5 years at a minimum. These records will be made available to CCC upon request.
- Monson Council on Aging: HR will track financial contributions made to this organization and produce an annual report. HR will maintain proof of financial contributions by a document produced by the Council on Aging evincing the date and amount of contribution. This record will be maintained by the company for 5 years at a minimum. These records will be made available to CCC upon request.

The applicant plans to demonstrate its progress or success towards its goals of hiring 20% of its staff from the residents of Monson upon the first license renewal and annually thereafter.

The applicant plans to demonstrate its progress or success towards its goals of contributing at least \$10,000 annually to at least two Monson non-profits upon the first license renewal and annually thereafter.

\*Attached, please find letters from the Monson Free Public Library and Monson Council on Aging acknowledging our first annual contributions to these organizations. Note, total contributions were \$15,000 (\$5,000 to the Free Public Library and \$10,000 to the Council on Aging).

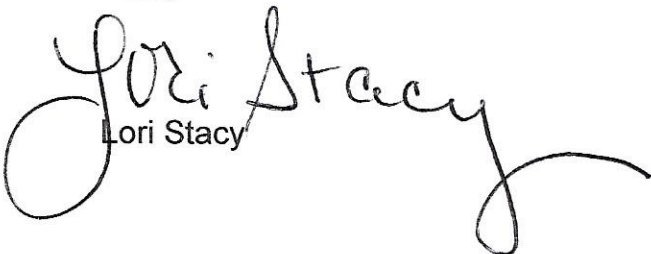


Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

August 12, 2019

I would like to acknowledge and thank Holistic Industries for their \$10,000 contribution towards the Town of Monson's Council on Aging. We anticipate utilizing the funds to increase access to our transportation services not just for the elderly but for all residents in need. Because of the lack of public transit in town these services are a real lifeline to our citizens. We appreciate Holistic Industries effort to be a worthwhile partner by not just offering potential employment in town, but real improvements to our resident's services.

Best,

  
Lori Stacy

Monson Senior Center  
106 Main Street, Monson, MA 01057  
Telephone (413) 267-4121 • Fax (413) 267-4143



August 9, 2019

Holistic Industries, Inc.  
c/o David Cohen  
175 E 62nd Street Apt 5D  
New York, NY 10065

Dear Mr. Cohen,

I would like to thank Holistic Industries for their \$5,000 donation to the Monson Free Library (via check #2704, dated 08/08/19). We will use these funds to develop a Health & Wellness series. This initiative will include lectures and events focusing on local health concerns and targeting all ages and ability levels in our community.

It is the Library's mission to be a continually evolving community resource center, providing Monson residents with access to cultural and educational resources, services, and collections centered around community priorities. This generous donation will support our mission and enrich our community.

We look forward to Holistic Industries continued support for our programs and welcome this new partnership.

With Gratitude,

Hope Bodwell  
Library Director



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

mass.gov/dor

Letter ID: L0471205248  
Notice Date: February 20, 2019  
Case ID: 0-000-627-493



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ANNA DON  
HOLISTIC INDUSTRIES INC  
96 PALMER RD  
MONSON MA 01057-9509

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

Visit [mass.gov/dor](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





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$35.00

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

**Special Filing Instructions**

Please file on an expedited basis  
(as quickly as possible)

**Articles of Organization**

(General Laws, Chapter 180)

**Identification Number:** 001176982

**ARTICLE I**

The exact name of the corporation is:

HOLISTIC INDUSTRIES, INC.

**ARTICLE II**

The purpose of the corporation is to engage in the following business activities:

THIS CORPORATION IS ORGANIZED FOR ANY CIVIC, EDUCATIONAL, CHARITABLE, BENEVOLENT OR RELIGIOUS PURPOSE, FOR THE PROSECUTION OF ANY ANTIQUARIAN, HISTORICAL, LITERARY, SCIENTIFIC, MEDICAL, CHIROPRACTIC, ARTISTIC, MONUMENTAL OR MUSICAL PURPOSE, AND FOR ANY OTHER LAWFUL PURPOSE PURSUANT TO M.G.L. CHAPTER 180 SECTION 4.

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

**ARTICLE IV**

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

*(If there are no provisions state "NONE")*

NONE

*Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.*

**ARTICLE V**

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the

date of filing.

ARTICLE VII

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

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

No. and Street: C/O GARY FIALKY  
33 STATE STREET  
City or Town: SPRINGFIELD State: MA Zip: 01103 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JONATHAN GENDERSON	300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA 300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA	Two years
TREASURER	RICHARD GENDERSON	300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA 300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA	Two years
CLERK	JOSH GENDERSON	300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA 300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA	Two years
DIRECTOR	JOSH GENDERSON	300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA 300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA	Two years
DIRECTOR	RICHARD GENDERSON	300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA 300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA	Two years
DIRECTOR	JONATHAN GENDERSON	300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA 300 MASSACHUSETTS AVE. NE WASHINGTON, DC 20002 USA	Two years

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: GARY FIALKY  
No. and Street: 33 STATE STREET  
City or Town: SPRINGFIELD State: MA Zip: 01103 Country: USA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:  
JONATHAN GENDERSON

**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 10 Day of June, 2015.** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

JONATHAN GENDERSON 300 MASSACHUSETTS AVE NE WASHINGTON, DC 20002

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 10, 2015 02:54 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

D

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Entity Conversion of a  
Domestic Non-Profit with a Pending Provisional  
or Final Certification to Dispense Medical Use Marijuana  
to a Domestic Business Corporation**  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST

Holistic Industries, Inc., which has submitted the  
Articles of Entity Conversion, is licensed and approved to  
engage in the purposes stated on said document.

*Stacy Collins*  
Stacy Collins  
Executive Director  
Cannabis Control Commission

- (1) Exact name of the non-profit: Holistic Industries, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:  
Holistic Industries, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

## ARTICLE I

The exact name of the corporation upon conversion is:

Holistic Industries, Inc.

## ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:\*

The general character of the business of the corporation shall be the cultivation, manufacturing, transportation and distribution of marijuana and marijuana products, to the extent permitted and in accordance with Massachusetts law, and any other business in which a corporation formed pursuant to G.L. Chapter 156D is authorized to engage.

D

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Entity Conversion of a  
Domestic Non-Profit with a Pending Provisional  
or Final Certification to Dispense Medical Use Marijuana  
to a Domestic Business Corporation**  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

- (1) Exact name of the non-profit: Holistic Industries, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:  
Holistic Industries, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

## ARTICLE I

The exact name of the corporation upon conversion is:

Holistic Industries, Inc.

## ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:\*

The general character of the business of the corporation shall be the cultivation, manufacturing, transportation and distribution of marijuana and marijuana products, to the extent permitted and in accordance with Massachusetts law, and any other business in which a corporation formed pursuant to G.L. Chapter 156D is authorized to engage.

### ARTICLE III

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	250,000			
Preferred	100,000			

### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

See Continuation Sheet IV

### ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None

### ARTICLE VI

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

See Continuation Sheet VI

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

HOLISTIC INDUSTRIES, INC.

**HOLISTIC INDUSTRIES, INC.**

**ARTICLES OF ORGANIZATION**

**CONTINUATION SHEET IV**

**ARTICLE IV. Preferences, Limitations and Relative Rights of Preferred Stock:**

1. The Preferred Stock may consist of one or more series. The Board of Directors may, from time to time, establish and designate the different series and designate variations in the relative rights and preferences between the different series as provided below, but in all other respects all shares of the Preferred Stock shall be identical. In the event that, at any time, the Board of Directors shall have established and designated one or more series of Preferred Stock consisting of a number of shares less than all of the authorized number of shares of Preferred Stock, the remaining authorized shares of Preferred Stock shall be deemed to be shares of an undesignated series of Preferred Stock until designated by the Board of Directors as being a part of a series previously established or a new series then being established by the Board of Directors.

2. Subject to the provisions hereof, the Board of Directors is authorized to establish one or more series of Preferred Stock and, to the extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts, to fix and determine the preferences, voting powers, qualifications and special or relative rights or privileges of each series including, but not limited to:

a. the number of shares to constitute such series and the distinguishing designation thereof;

b. the dividend rate on the shares of such series and the preferences, if any, and the special and relative rights of such shares of such series as to dividends;

c. whether or not the shares of such series shall be redeemable, and, if redeemable, the price, terms and manner of redemption;

d. the preferences, if any, and the special and relative rights of the shares of such series upon liquidation of the Corporation;

e. whether or not the shares of such series shall be subject to the operation of a sinking or purchase fund and, if so, the terms and provisions of such fund

f. whether or not the shares of such series shall be convertible into shares of any other class or of any other series of the same or any other class of stock of the Corporation and, if so, the conversion price or ratio and other conversion rights;



HOLISTIC INDUSTRIES, INC.

g. the conditions under which the shares of such series shall have separate voting rights or no voting rights; and

h. such other designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series to the full extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts.

3. Notwithstanding the fixing of the number of shares constituting a particular series, the Board of Directors may at any time authorize the issuance of additional shares of the same series.

**HOLISTIC INDUSTRIES, INC.**  
**ARTICLES OF ORGANIZATION**  
**CONTINUATION SHEET VI**

**ARTICLE VI. Other lawful provisions:**

1. Authority of Directors to Create New Classes and Series of Shares. The board of directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the articles of organization approved by the shareholders.

2. Minimum Number of Directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.

3. Personal Liability of Directors to Corporation. No director shall have personal liability to the corporation or its shareholders for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the director derived an improper personal benefit. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to the date of such amendment or repeal.

4. Shareholder Vote Required to Approve Matters Acted on by Shareholders. The affirmative vote of the holders of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.

5. Shareholder Action Without a Meeting by Less Than Unanimous Consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

HOLISTIC INDUSTRIES, INC.

6. Authorization of Directors to Make, Amend or Repeal Bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the articles of organization or the bylaws requires action by the shareholders.

7. Indemnification of Directors and Officers. The following indemnification provisions shall apply to the persons enumerated below.

(a) Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an “**Indemnified Person**”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in subsection (c) of this Section 7(a), the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the board of directors, or an authorized committee of the board of directors.

(b) Prepayment of Expenses of Directors and Officers. To the extent permitted by law, the Corporation shall pay the expenses (including attorneys’ fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Section 7 or otherwise.

(c) Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Section 7 is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

HOLISTIC INDUSTRIES, INC.

(d) Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the board of directors, or an authorized committee of the board of directors, in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the board of directors, or an authorized committee of the board of directors.

(e) Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the board of directors, or an authorized committee of the board of directors.

(f) Non-Exclusivity of Rights. The rights conferred on any person by this Section 7 shall not be exclusive of any other rights which such person may have or hereafter acquire under any common law, statute, provision of these Articles of Organization, by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

(g) Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

(h) Insurance. The board of directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize the Corporation to purchase and maintain at the Corporation's expense insurance: (i) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Section 7; and (ii) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the corporation under the provisions of this Section 7.

## ARTICLE VII

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

## ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
24 School Street, 5th Floor, Boston, MA 02108-5113
- b. The name of its initial registered agent at its registered office:  
Josh Genderson
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Josh Genderson

Treasurer: Barry Bass

Secretary: David Cohen


Director(s): Michael Don Bení Golani Jonathan Genderson  
Josh Genderson Richard Genderson

*If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.*

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Cultivate and dispense cannabis as permitted by Massachusetts law
- f. The street address of the principal office of the corporation:  
24 School Street, 5th Floor, Boston, MA 02108-5113
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

24 School Street, 5th Floor, Boston, MA 02108-5113, which is  
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by:  \_\_\_\_\_  
(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 25<sup>th</sup> day of February, 2019

# COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

## Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
time

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

\_\_\_\_\_  
Examiner

Filing fee: Minimum \$200

\_\_\_\_\_  
Name approval

### TO BE FILLED IN BY CORPORATION

Contact Information:

\_\_\_\_\_  
C

\_\_\_\_\_  
Gary C. Bubb, Esq.

\_\_\_\_\_  
M

\_\_\_\_\_  
Ruberto, Israel & Weiner, P.C.

\_\_\_\_\_  
255 State Street, 7th Floor, Boston, MA 02109

Telephone: 617-742-4200

Email: gcb@riw.com

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor). If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

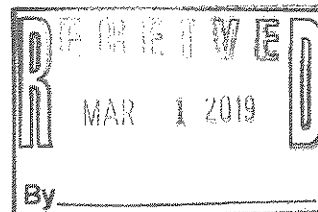


Gary C. Bubb  
Ext. 238  
E-mail: gcb@riw.com

February 28, 2019

VIA FEDERAL EXPRESS

Cannabis Control Commission  
Medical Use of Marijuana Program  
Non-Profit Conversion  
99 Chauncy Street, 11<sup>th</sup> Floor  
Boston, MA 02111



Re: Holistic Industries, Inc., Articles of Entity Conversion

Dear Sir or Madam,

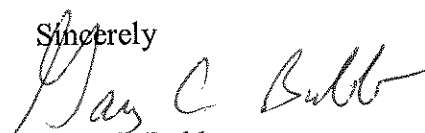
I have enclosed Articles of Entity Conversion for Holistic Industries, Inc.

Please certify that Holistic Industries, Inc. has an application pending before the Cannabis Control Commission, and return the certified Articles to my attention at:

Ruberto, Israel & Weiner, P.C.  
255 State Street, 7<sup>th</sup> Floor  
Boston, MA 02109  
Attn: Gary C. Bubb, Esq.

Thank you for your assistance.

Sincerely

  
Gary C. Bubb



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

William Francis Galvin  
Secretary of the  
Commonwealth

April 4, 2019

TO WHOM IT MAY CONCERN:

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

**HOLISTIC INDUSTRIES, INC.**

is a domestic corporation organized on **April 4, 2019**, under the General Laws of the Commonwealth of Massachusetts.

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



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

*William Francis Galvin*

Secretary of the Commonwealth



**BYLAWS**  
**of**  
**HOLISTIC INDUSTRIES, INC.**  
**A Massachusetts Corporation**

Adopted: \_\_\_\_\_, 2019

**BYLAWS**  
**OF**  
**HOLISTIC INDUSTRIES, INC.**

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## **ARTICLE I**

### **SHAREHOLDERS**

*Section 1. Annual Meeting.* The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

*Section 2. Special Meetings.* Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 percent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

*Section 3. Place of Meetings.* All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

*Section 4. Requirement of Notice.* A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

*Section 5. Waiver of Notice.* A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's

attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

*Section 6. Quorum.*

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the “MBCA”), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

*Section 7. Voting and Proxies.* Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders’ meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy’s authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy’s authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy’s vote or other action as that of the shareholder making the appointment.

*Section 8. Action at Meeting.* If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, the Articles of Organization, these Bylaws, any agreement amongst the shareholders or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

*Section 9. Action without Meeting by Written Consent.*

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

*Section 10. Record Date.* The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

*Section 11. Meetings by Remote Communications.* Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

*Section 12. Form of Shareholder Action.*

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

*Section 13. Shareholders List for Meeting.*

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.



(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

## **ARTICLE II**

### **DIRECTORS**

*Section 1. Powers.* All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

*Section 2. Number and Election.* The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

*Section 3. Vacancies.* If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs. If the vacant office was held by a Director elected by a voting group of shareholders, only the holders of shares of that voting group or the Directors elected by that voting group are entitled to vote to fill the vacancy.

*Section 4. Change in Size of the Board of Directors.* The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

*Section 5. Tenure.* The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

*Section 6. Resignation.* A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

*Section 7. Removal.* The shareholders may remove one or more Directors with or without cause but if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office but, if a Director is elected by a voting group of shareholders, only the Directors elected by that voting group may participate in the vote to remove him or her. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

*Section 8. Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting provided that notice of the first regular meeting following any such determination shall be given to absent Directors.

*Section 9. Special Meetings.* Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

*Section 10. Notice.* Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

*Section 11. Waiver of Notice.* A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

*Section 12. Quorum.* A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

*Section 13. Action at Meeting.* If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

*Section 14. Action Without Meeting.* Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

*Section 15. Meetings by Remote Communications.* The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

*Section 16. Committees.* The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

*Section 17. Compensation.* The Board of Directors may fix the compensation of Directors.

### *Section 18. Standard of Conduct for Directors.*

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

### *Section 19. Conflict of Interest.*

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she

is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

*Section 20. Loans to Directors.* The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

## **ARTICLE III**

### **MANNER OF NOTICE**

All notices hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or

delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

## **ARTICLE IV**

### **OFFICERS**

*Section 1. Enumeration.* The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Corporation may also have such agents, if any, as the Board of Directors from time to time may in its discretion appoint. The Board of Directors may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

*Section 2. Appointment.* The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these

Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

*Section 3. Qualification.* The same individual may simultaneously hold more than one office in the Corporation.

*Section 4. Tenure.* Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

*Section 5. Resignation.* An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

*Section 6. Removal.* The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

*Section 7. President.* The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 8. Treasurer.* The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

*Section 9. Secretary.* The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 10. Standards of Conduct for Officers.* An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer



reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

## **ARTICLE V**

### **PROVISIONS RELATING TO SHARES**

*Section 1. Issuance and Consideration.* The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

*Section 2. Share Certificates.* If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

*Section 3. Uncertificated Shares.* The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares

without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

*Section 4. Record and Beneficial Owners.* The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

*Section 5. Lost or Destroyed Certificates.* The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

*Section 6. Transfer of Shares.* Subject to the restrictions, if any, stated or noted on the stock certificates or any agreement amongst the shareholders and the Corporation, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with necessary transfer stamps affixed, and with such proof of the authenticity of signature as the Board of Directors or the transfer agent of the Corporation may reasonably require. Except as may be otherwise required by law, by the Articles of Organization, by these Bylaws or any agreement among the shareholders and the Corporation, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to receive notice and to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.

## **ARTICLE VI**

### **CORPORATE RECORDS**

#### *Section 1. Records to be Kept.*

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares

held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Massachusetts Secretary of State.

*Section 2. Inspection of Records by Shareholders.*

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) only if:

(1) his or her demand is made in good faith and for a proper purpose;

(2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(3) the records are directly connected with his or her purpose; and

(4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section, “shareholder” includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

### *Section 3. Scope of Inspection Right.*

(a) A shareholder’s agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder’s demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder’s demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

*Section 4. Inspection of Records by Directors.* A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent

reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

## **ARTICLE VII**

### **INDEMNIFICATION**

*Section 1. Definitions.* In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative and whether formal or informal.

#### *Section 2. Indemnification of Directors and Officers.*

(a) Except as otherwise provided in this Section, the Corporation may indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted

himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

*Section 3. Advance for Expenses.* The Corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

*Section 4. Determination of Indemnification.* The determination of whether a Director or officer has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

*Section 5. Authorization of Indemnification and Advances.*

(a) Authorization of indemnification and advances shall be made in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate.

(b) The Corporation shall indemnify a Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Director or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding.

*Section 6. Notification and Defense of Claim; Settlements.*

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall



not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

*Section 7. Insurance.* The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

*Section 8. Application of this Article.*

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

## **ARTICLE VIII**

### **FISCAL YEAR**

The fiscal year of the Corporation shall be the year ending with December 31 in each year.

## **ARTICLE IX**

### **AMENDMENTS**

(a) The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

## Anna Don Memorandum

Anna Don is the daughter of Mikhail Don, and helped us obtain documents, and certificates. She is a registered Marijuana Agent with Massachusetts for Holistic Industries.

### *Business Plan*

Our Business Plan was collaboratively developed by the leadership team of Holistic Industries, Inc. (“Holistic”) and it exemplifies our collective dedication to the systemic, streamlined and cost-effective operation of our facility. Our focus is pragmatic and based on the expertise of our core team, particularly those executives and managers with specific licensed marijuana business operations experience in many jurisdictions across the country. Advice from our in-house and third-party expert advisors assured our core strategies are not only compliant with MA regulations, but are in line with industry standards and best practices. Accordingly, we believe we are primed for success.

### **Organization**

In 2015, Holistic was originally incorporated as a non-profit corporation pursuant to MGL Chapter 180 Section 4 but has recently converted to a for-profit corporation. After the conversion, the operational and executive team remain identical and current operations have not, and will not, be disrupted in any way as a result.

Our leadership team is comprised of marijuana business experts, many of whom have been running successful licensed marijuana businesses in highly regulated state programs. Together, our team brings the requisite business experience, operational know-how and financial discipline needed to successfully operate a business serving qualified adult-use customers in the Commonwealth of Massachusetts.

### **Mission and Background**

At Holistic, our mission is to provide customers with the highest quality, safest marijuana products possible. As our name suggests, we care for the whole person, taking into consideration mental and social factors along with the physical symptoms of a disease or illness. This means our company develops and offers a wide range of proprietary strains that increase desired cannabinoids such as cannabidiol (“CBD”), with its low psychoactivity and lack of other side effects.

We offer top quality products at the lowest possible price for the customer. It is our promise to supply products grown using the most environmentally friendly techniques available. We grow our top grade marijuana in a professional, controlled, and carefully monitored environment using a cutting edge cultivation system.

Our team comprises the nation’s most knowledgeable experts in cultivation, manufacturing and dispensing, along with professionals who are top of their fields in security, agriculture, real estate, and the legal distribution of other highly controlled substances. Our leadership includes

public servants, thought leaders, investors, and representatives of one of the most established agricultural companies in Maryland.

Founded in 2012, Holistic's affiliate was the first cultivation center to open in Washington D.C. and the first to bring CBD to market. Today, our network operates marijuana facilities in four states and the District of Columbia – and we are growing. Holistic facilities include cultivation centers, where we grow the highest quality, safest marijuana available; manufacturing/processing centers, where we develop and package marijuana products; and dispensaries, where we ensure our customers have the treatments, products and formulations they need.

At Holistic, our top priority is to provide access to quality, safe marijuana within all of the markets we serve.

### **Leadership Team**

Below are brief biographies of a cross-section of our leadership team. Note, this is not an exhaustive list.

#### *Josh Genderson*

Josh has become one of the luminaries in the marijuana industry, having grown Holistic into a national medical and consumer goods company and retail dispensary chain. He directly oversees our affiliate operations in Maryland, Massachusetts, Pennsylvania, Washington, D.C., and California. Josh's facilities in Washington, D.C. breed the high-CBD strains that parents have come to rely upon to treat their children's seizure disorders. Josh launched Holistic based on the expertise he gained serving as President of Schneider's of Capitol Hill, the Gendersons' third-generation, family-owned liquor store that is a staple of Washington, D.C., He has worked alongside his father, Richard Genderson, and played an instrumental role in the company's growth. Similarly, Josh is a civic leader and generous contributor to charitable causes. He belongs to the Young Presidents Organization, and he serves as a Board Member of Hearts Delight, a subsidiary of the American Heart Association and American Stroke Association.

#### *Barry Bass*

Barry is primarily responsible for sourcing capital for our growth, helping to analyze and structure our various transactions and putting systems and controls in place to ensure accurate budgeting and reporting. Prior to joining Holistic, Barry was the Chief Business Officer at Willco, where he was involved in raising capital for a medical cannabis operation in Maryland, including the construction of a state-of-the-art cultivation and processing facility. Prior to Willco, Barry was the Chief Financial Officer of Carr Properties in Washington, D.C., and

before that he served as Chief Financial Officer of First Potomac Realty Trust (NYSE:FPO), where he helped the company complete its initial public offering.

#### *Josh Bell*

Josh oversees all of Holistic's operations, including the development and management of Holistic's cultivation, manufacturing and dispensary businesses. Prior to joining Holistic, Josh served as Vice President of Operations for another multi-state medical marijuana company where he was instrumental in leading its expansion from a single state operation to a national organization. In particular, Josh was responsible for successfully developing and opening six cultivation and processing operations, as well as leading operations teams in opening five New York State-licensed facilities in less than six months and a cultivation facility in Washington, D.C. in less than 60 days. This included hiring over 200 medical marijuana personnel in cultivation, retail, administrative, and finance positions. Josh was responsible for the day-to-day operations of ten medical dispensaries and over 100,000 square feet of controlled grow environments in six cultivation centers in Washington, D.C., Arizona, New York, Massachusetts, and Illinois.

#### *Dr. Adam Kavalier*

Adam leads Holistic's science, processing, manufacturing, research and development teams. With 10+ years of experience in analytical chemistry with specialties in medicinal plants and cancer pharmacology, Adam is especially focused on the purification and isolation of active compounds using optimized solvent extraction, chromatography and distillation. He has helped Holistic develop and validate Standard Operating Procedures and Good Manufacturing Processes that ensure safe and consistent manufacturing of pharmaceutical grade products. Adam holds a Ph.D. in plant chemistry from City University of New York and The New York Botanical Garden, and continued his research at Cornell Medical College, where he focused on cancer bioenergetics. Adam's research has resulted in more than 10 peer-reviewed publications and a patent.

#### *Vince Canales*

Vince designed and oversees top-tier, reliable protection and transport for Holistic's grow/process and retail locations in Maryland, and directs the local safety and security protocol teams in Holistic's other markets, such as Massachusetts. He currently serves as a member of the Bowie City Ethics Commission, is a member of the Maryland Police Training Commission, and is the President of the Maryland State Fraternal Order of Police. Vince served six years in the United States Air Force (USAF) and was awarded the National Defense Medal for Service

during Operation Desert Storm. He is an alumnus of the prestigious Harvard Kennedy School Executive Education program.

### *Jamie Ware*

Jamie ensures the compliance of Holistic's cultivation, processing and dispensing operations. Jamie writes and implements Holistic's Standard Operating Procedures, conducts compliance audits, and works with regulators across all markets. Prior to joining Holistic, Jamie worked with cannabis and healthcare companies as a government relations professional, ensuring their compliance with federal, state and local law. Jamie has received a number of awards for public interest work, has contributed to various publications, has presented at numerous national conferences and serves on various community boards.

## **Organizational Principles**

To maintain a clear focus on our mission to provide top quality marijuana at affordable prices, we have developed a core set of organizational principles to guide decision-making in our day-to-day operations, including:

- Maintaining adequate capital funding and sufficient cash reserves to ensure uninterrupted operations in strict adherence to our mandates. Holistic will never prioritize profits over the quality of our performance and our products.
- Maintaining a business model focused on strict regulatory compliance and continual improvement utilizing the newest technologies and research findings in healthcare, medicine, pharmacy, agriculture, genetic selections, environmental conservation, and cannabinoid science.

Holistic has engaged the most qualified team members in marijuana to bring unmatched expertise and access to proprietary intellectual property to our operations in order to speed up our learning curve, obviate common start-up errors, and eliminate preventable mistakes. Our team will ensure we adopt comprehensive policies and procedures addressing these areas as well as: cash management and accounting, adverse events and product recalls, regulatory compliance, contract procurement, emergency preparedness, environmentally conscientious policies, equipment and facility maintenance, incident management, inventory tracking and control, community outreach and communications, cultivation and production, quality assurance and quality control, recordkeeping, research and development, safety and security, staffing and training, strategic planning, secure product transportation, and waste management.

## **Compliance**



Holistic demands 100% compliance with regulatory mandates at all times. We will maintain a regulatory compliance program, with guidance and oversight from Jamie Ware (a regulatory compliance expert with vast industry experience), that features:

- Two-agent verification for all critical tasks, audits, transportations, and data entry related to quality assurance and inventory control.
- Engagement of qualified local legal counsel to assist in municipal and state level legal matters.
- Independent audits and site inspections
- Annual compliance training for all employees and management to review governing laws and regulations and to provide all applicable updates, changes and amendments.

### **Security and Control**

The safety of people and products is considered in every planning and operating decision we make. Holistic will maintain a security program, with guidance and oversight from Vince Canales (a retired law enforcement official), that features:

- State-of-the-art security systems and extensive security training for all agents, including regular refresher training and mandatory comprehension testing.
- On-site guard services and commercial security equipment vendors.
- Regular equipment inspections to gauge functionality and updates/enhancements

### **Quality Assurance and Quality Control**

Our operating procedures were developed with a series of redundant quality assurance and quality control measures. Holistic will maintain a quality assurance program that features:

- Extensive quality assurance and quality control training for all agents including regular refresher courses and mandatory comprehension testing.
- Two-agent verification for all critical tasks and data entry related to quality assurance and inventory control.
- Multiple established quality assurance and quality control checkpoints whereby agents are required to inspect plants and products to ensure they meet our stringent standards
- An in-house team dedicated to the continual oversight and audit of the quality of our products.

### **Sources and Amount of Finances**

Holistic's sole sources of finances are our current owners, as identified below.

<b>Owner/Financial Contributor</b>	<b>Approx. Value of Capital Provided</b>
Josh/Morgan Genderson	\$53,333.33
Staci Walkes	\$53,333.33
Richard Genderson	\$53,333.33
Avery Road LLC	\$5,000,000
Liberty Capital Partners	\$10,000,000
<b>TOTAL</b>	<b>\$15,159,999.99</b>

Note, based on our financial planning and projections, the available capital is more than sufficient to cover all anticipated capital expenses related to our business operations. Given our cost structure and access to capital, Holistic is capable of covering all capital and operational expenses for the foreseeable future without the need for further capital injections.

### **Marketing Plan**

All product marketing will be compliant with Massachusetts and local law, rules and regulations. Specifically, Holistic will not market products through broadcast and instead will rely on the following:

- In-store signage and in-store print materials (i.e., daily product offerings will be marketed using a physical menu provided to in-store customers). No signage or print materials shall be visible from a public right of way.
- Online advertising through our permission-based website that will display photos and information on the day's product offerings.
- Indirect online advertising through third-party dispensary review websites (e.g., Weedmaps and Leafly).
- Email blasts to customers who opt-in for such digital communications upon registering with our facility (frequency is expected to continue at 1-2 times per week).
- Word of mouth marketing from our customers.

### **Sourcing Marijuana Product**

Our inventory will initially be 100% sourced from Holistic's own cultivation/manufacturing facility located in Monson, MA. Notably, at Holistic, our mission is to provide customers with the highest quality, safest marijuana products possible. Our manufacturing arm develops and offers a wide range of proprietary strains, including many CBD strains with low psychoactivity and lack of undesirable side effects. Across the U.S. and in MA, we offer top quality products at the lowest possible price for the customer. It is our promise to supply products grown using the most environmentally friendly techniques available.

As demand increases over time, we anticipate supplementing our own marijuana products with additional inventory sourced from supply vendors licensed in the Commonwealth, many of whom we have existing business relationships within other marijuana jurisdictions across the U.S. When the time comes, our MA Sales Department will communicate with the appropriate parties of available suppliers to negotiate supplier agreements and then coordinate purchase orders to accommodate market demand.

### **Green Practices**

Throughout all our affiliate marijuana operations across the country, we employ sustainable green practices and use renewable energy sources with a preference for eco-friendly efforts in all our designs, builds and operations. With regards to business operations, we wholeheartedly seek to minimize waste and mitigate our facilities' environmental impact, which is in line with our corporate commitment to "do no harm."

Holistic has developed and refined numerous standard operating procedures as well as other policies focused on improving environmental efficiencies and reducing our resource demand. We have implemented these same methods in our MA facilities and will continue to introduce new and improved concepts in the future. Below are some examples:

- We only use VOC-free paint
- Wherever possible, we use LED bulbs in our lighting fixtures (which as the added benefit of reducing our cooling needs in warmer months)
- Wherever practical, we use motion-based lighting systems that automatically shut off after a pre-set period of time (e.g., in our bathrooms, vault, and private education/consultation room)
- All staff is encouraged to turn off lights and non-essential electrical devices as they leave a room that is unoccupied
- We provide re-usable totes for product storage within our vault
- We installed on-demand water heaters in our sinks
- We encourage all staff to walk, bicycle, use public transportation or share-riding services, and/or other green methods to get to work and we also encourage staff to use plug-in hybrid or electric vehicles
- We encourage our customers to walk, bicycle, use public transportation or share-riding services, and/or other green methods to get to our dispensary facilities and we intend to introduce a price subsidy program offering up to 5% discount on their purchase to those who prove they used approved green methods to reach our store
- To the extent permissible under current regulations, we strive to be a paperless facility (we create and store as many records as practical in a digital format, as opposed to keeping paper copies)

- We employ a recycling program for cans, cardboard, paper, and other typical office rubbish and use a dedicated recycling dumpster in the back of our facility
- Many in-store furnishings are up-cycled or second hand
- We installed a commercial-grade HVAC system equipped with HEPA filters to reduce airborne contaminants
- We are exploring the possibility of hiring an environmental quality expert to help us improve our facility designs and create and implement additional green policies and procedures

Aside from the above-mentioned green practices and strategies, we strongly prefer to introduce a product packaging recycling program which is currently not permitted under Commonwealth law. In this program, which we deploy in other jurisdictions where it is lawful, we encourage our customers to return product packaging for recycling and re-use purposes in exchange for a discount or other incentive. We then return the packaging to our product suppliers for inclusion in their recycling program (where the containers are cleaned, sanitized and re-used or are otherwise recycled and re-purposed).

### **Disadvantaged Persons and Local Resident Staffing**

Holistic will continue to work side by side with the local community to employ a completely locally-based management and staff and train them on our standard operating procedures and established work plans. All positions will be offered reasonable, living wages with benefits, including health care and retirement plans.

All prospective employees are properly screened during the application, interview and hiring process to ensure that they meet both the requirements set by CCC regulations, and our own stringent internal standards for qualifications, experience, character, and professionalism. Our staffing plan includes a job description for each position in the company's structure, and the desired level of education, training, core competencies, and experience required to fill each position. We will ensure that all hired employees are familiar with the company's hierarchy in order to understand the supervisory structure of our organization.

We believe that diversity and inclusion are critically important as core business strategies that contribute to the overall success of an operation locally. When a company's workforce reflects the community it serves, it is better able to understand and meet the needs of customers and the region at large. As many of us are deeply rooted in the MA community, we know firsthand how important this is in practice.

We will implement our mission to advance diversity and inclusion in four core areas of our operations:

1. Company leadership
2. Recruitment and hiring

3. Professional development and retention
4. Partnerships with vendors

We will promote this vision through diversity-oriented hiring events, contracting with companies owned/operated/staffed by disadvantaged groups to fulfil operational needs related to architectural, engineering, design, construction, construction management, security, legal, janitorial, and other supporting services.

In order to reflect diversity throughout our organization, including providing opportunities for leadership, we will establish hiring and placement goals based on labor force statistics in the region. Our official Affirmative Action Plan (“AAP”) contains a number of action-oriented objectives which will ensure we reach our placement goals.

#### *Diversity Goal: Recruitment and Hiring*

We will strive for, achieve, and maintain employment participation for protected group members (including but not limited to racial minorities, women, veterans, disabled persons, and other disadvantaged local residents) throughout all job categories in proportion to the local labor force. Through active recruiting and careful development of job descriptions and training programs, we will ensure that overly restrictive and unnecessary minimum requirements will not limit our ability to employ diverse and disenfranchised candidates.

#### *Diversity Goal: Professional Development and Retention*


We will maintain employment participation for protected group members by retaining diverse employees and ensuring equal opportunity for advancement. Emphasis will be placed on hands-on skill development, promoting from within, and continued education opportunities. We will implement an onboarding process to orient new employees, which will ensure full understanding of their rights and obligations under the company’s equal opportunity, anti-discrimination, and anti-harassment policies. It will also apprise them of relevant provisions of the Americans with Disabilities Act.

#### *Diversity Goal: Partnerships with Vendors*

We will be seeking partnerships with reputable, high quality diverse vendors and suppliers to provide third-party services necessary to achieve our goals. With all qualifications being equal, we will give preference to engaging locally based certified disadvantaged-owned businesses for support services and supplies.

## Plan for Obtaining Liability Insurance

Since Holistic Industries, Inc. ("Holistic") commenced medical marijuana operations as a Massachusetts Registered Marijuana Dispensary ("RMD"), we have consistently maintained adequate liability insurance from a reputable insurer. Upon award of a license to serve adult-use customers, Holistic will continue its existing liability insurance policy in full compliance with all applicable MA law and regulations. Below, please find a copy of Holistic's Certificate of Liability Insurance.

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<b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YYYY) <b>02/08/2019</b>																																											
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																															
<b>PRODUCER</b> <b>Bolton &amp; Company</b> 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107		<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): <b>(626) 799-7000</b> FAX (A/C, No): <b>(626) 441-3233</b> E-MAIL ADDRESS: <b>propcasualty@boltonco.com</b>																																													
<b>INSURED</b> <b>Holistic Industries, Inc.</b> 205 E. 42nd Street 20th Floor New York, NY 10017		INSURER(S) AFFORDING COVERAGE		NAIC #																																											
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<p><b>COVERAGES</b>      <b>CERTIFICATE NUMBER:</b>      <b>REVISION NUMBER:</b></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL SUBR (NSD, WVD)</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td><b>A</b></td> <td> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR              GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC            OTHER: _____         </td> <td></td> <td><b>CACGL000008194701</b></td> <td><b>02/02/2019</b></td> <td><b>02/02/2020</b></td> <td>           EACH OCCURRENCE \$ <b>1,000,000</b>            DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>            MED EXP (Any one person) \$ <b>5,000</b>            PERSONAL &amp; ADV INJURY \$ <b>1,000,000</b>            GENERAL AGGREGATE \$ <b>2,000,000</b>            PRODUCTS - COMPIOP AGG \$ <b>2,000,000</b>  <b>HNOA</b> \$ <b>1,000,000</b> </td> </tr> <tr> <td></td> <td> <b>AUTOMOBILE LIABILITY</b>            ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>            HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> </td> <td></td> <td></td> <td></td> <td></td> <td>           COMBINED SINGLE LIMIT (Ea accident) \$ _____            BODILY INJURY (Per person) \$ _____            BODILY INJURY (Per accident) \$ _____            PROPERTY DAMAGE (Per accident) \$ _____            \$ _____         </td> </tr> <tr> <td><b>A</b></td> <td> <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE            DED _____ RETENTION \$ _____         </td> <td></td> <td><b>CAEX00000196001</b></td> <td><b>02/02/2019</b></td> <td><b>02/02/2020</b></td> <td>           EACH OCCURRENCE \$ <b>5,000,000</b>            AGGREGATE \$ <b>5,000,000</b>            \$ _____         </td> </tr> <tr> <td><b>B</b></td> <td> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>            ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? 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<b>CERTIFICATE HOLDER</b> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center;">Proof of Insurance</div>			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="border: 1px solid black; height: 30px; margin-top: 5px; text-align: center;">C. J. T.</div>																																												

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## *Restricting Access to Age 21 and Older*

Holistic Industries, Inc. (“Holistic”) will leverage our experience operating licensed marijuana businesses across the U.S. to ensure our age verification processes, procedures and controls exceed Massachusetts regulatory requirements.

Holistic will implement strict measures to ensure only authorized persons are provided access to our dispensary facility premises. Holistic staff will be trained to follow our check-in and verification standard operating procedures (“SOPs”) requiring redundant review and verification of visitor identification documents and age upon arrival to our facility, and again prior to the consummation of any product sale at our retail location. This duplicative review and verification process includes the authentication of presented government identification documents using an identification scanner approved by the Massachusetts Cannabis Control Commission (“CCC”) to determine the validity of the card and confirmation that the visitor is of appropriate age to access our facility. Staff will be thoroughly trained on identification authentication measures and will be provided sophisticated identification verification equipment, as well as written guidelines, on the authentication procedure.

Our protocols will deter, prevent, and uncover any unauthorized attempts to gain access to our facilities. Our agents will first inspect the person’s proof of identification, in order to determine if they are 21 years of age or older. If the person is younger than 21 years, they shall not be admitted. Our agents will refuse entry to any persons who do not fulfill these requirements.

See below for detailed information on our age verification policies and procedures evincing our vast experience and operational knowhow.

### **General Facility Access Policies**

Strict measures to control access to, and within, Holistic’s dispensary facilities allows for a streamlined, effective means to verify the authenticity of any presented identification documents. Each building will be access-controlled both internally and externally, particularly in sensitive areas including those which may contain marijuana using a pin pad and swiped-card reader so only those agents with proper credentials may enter. Agents will only be granted access to restricted areas depending on their particular job responsibilities and specific authorizations. Note, the Security Manager will immediately update security clearance for each agent upon advancements, demotions, suspensions and separations, as the case may be. Upon separation, agents must return their identification cards, keys and key codes, which will all be destroyed or wiped clean accordingly.

Accordingly, only those with proper credentials and authorization may enter. In accordance with MA regulations, only the following persons may enter our premises:

- A Holistic agent (who, according to policy, must be at least 21 years of age)
- An authorized representative of the CCC, the Commonwealth, the local government authority, the local and/or state law enforcement and the like

- Any person not listed above who is at least 21 years of age and is otherwise authorized to gain entry (e.g., a serviceman, a vendor, an authorized visitor, a customer of our adult-use retail dispensary facility, etc.)

Upon arriving, visitors will enter through our front door leading to a “man-trap” lobby area, meaning the door leading to the interior of the facility from the lobby area will remain locked until: a) the facility front door is completely and securely closed, and b) a Holistic agent buzzes the person into the second door after initial review of the person’s identification documents and approval of the purpose for the visit. Persons who do not provide the required identification documents (e.g., current, valid government-issued identification card with photograph showing that the visitor is at least 21 years old) will be asked to leave the premises immediately. Those who provide the required identification will be granted access to a lobby while staff further verifies and authenticates the documentation provided.

Holistic will only accept customer identification documents that contain both an unobstructed photograph and date of birth of the person clearly indicating their age. Such identification documents must be valid and unexpired, as verified by careful review, including the use of an identification scanner approved by the CCC. The following forms of identification will be accepted:

- Driver’s license or instruction permit issued by the Commonwealth of Massachusetts or any other state or territory of the United States
- Identification card issued by the Commonwealth of Massachusetts or any other state or territory of the United States for the purpose of proof of age of the holder of the card
- United States military identification card
- A Merchant Marine Credential or other similar document issued by the United States Coast Guard
- A passport issued by the United States Government or a permanent resident card issued by the United States Citizenship and Immigration Services of the Department of Homeland Security, or
- A tribal identification card issued by a tribal government which requires proof of the age of the holder of the card for issuance

**Our check-in procedure must be completed upon every visit without exception.**

To ensure the safety of our facility, customers, staff, and products, all persons who enter our facility are subject to security searches of their bags, purses and other personal effects, particularly upon reasonable suspicion of possession of illicit contraband or diverted product.

During all non-working hours, all entrances/exits to and from the facility must be securely locked. During the work day, all interior doors must remain locked to control access to each segregated area of the facility. Such doors can only be opened by authorized personnel and will only remain open for the limited time necessary to allow entry; once entry has been completed, the door must be shut closed again to prevent unauthorized access.

### **Verification Equipment**



Over the years, Holistic has utilized several identification scanner equipment at our affiliated marijuana businesses across the country. For our agents tasked with age verification procedures, we will provide CCC-approved identification scanners. Our preference, if approved by the CCC, is the Intellicheck. Age ID® or a similar system. Key features include:

- Real time ID authentication and age calculation
- Easy to use software
- Authentication data includes highlighted fields in red, yellow, and green so the user is clearly alerted as to whether or not a sale should be completed
- Works on mobile devices (e.g., iOS and Android devices) and existing point-of-sale solutions, which is ideal for a brick and mortar store that also provides delivery services
- Manages do-not-serve and banned patron lists
- Used by countless restaurants, liquor stores, bar/nightclubs, national concession providers, distilleries, alcohol associations, and alcohol enforcement authorities across the nation
- Offers regulatory-compliant audit capabilities, such as capturing and recording a consumer's age and time of entry and it enables export of historical data
- Notifications alert system users if the same ID is used within a set amount of time
- Patented ID verification technology reads and authenticates more than 250 unique DMV barcode formats from every U.S. state and populated territories, all Canadian provinces, and all Mexican States where driver licenses include 2-D barcodes
- This system can be used by both our delivery team and our sales team at the retail store, ensuring seamless integration, uniformity, consistency, and robust record keeping measures

### **Customer Check-In, Sales and Redundant Age Verification Policies and Procedures at our Retail Locations**

Customer Care staff will be trained to follow our check-in and dispensing procedures requiring redundant review and verification of the customer's government-issued identification card, both upon arrival to our retail store and again prior to actual dispensation in our access-controlled dispensing services area within the retail store.

In accordance with our check-in procedures, only customers who: a) present current and authenticated identification documents, including a current government-issued ID, and b) have not already received their full allotment of marijuana (as confirmed by a review of the customer's purchasing history records in) may qualify to be dispensed marijuana, so long as such dispensation does not exceed state-mandated quantity limits. Our electronic inventory tracking and recordkeeping system will be updated upon each transaction, ensuring real-time accurate information on dispensing and sales activities.

### **Our check-in procedure must be completed upon every visit without exception.**

Upon the conclusion of our check-in process, authorized agents must update our records with relevant information related to the visit (e.g., the time and date of the visit) using a computer with internet connectivity assuring access to the database.

Once approved for dispensation, the customer will be invited to our open and inviting waiting room until an agent authorized to dispense is available for consultation or dispensing. We will enforce a policy of one customer per Customer Care agent for security reasons.

Once assigned, a Customer Care agent will review the customer's identification documents to ensure their age of 21+ has again been verified. Thereafter, the agent will provide a free consultation and/or education to the customer and assist in choosing the correct forms, dosages, strains, etc. of marijuana.

After consultation, the agent will request the order. Before accepting, the agent will re-confirm that the order is compliant with MA law and does not exceed legal limits. If lawful, the agent will conduct a quality assurance inspection of all products dispensed (any expired, damaged, misbranded, adulterated, unsealed, or otherwise unfit unit must be quarantined and may not be dispensed), affix a compliant customer-specific label, complete the dispensing process, accept payment, issue a receipt and update the internal and CCC records.

All marijuana products purchased will be placed in an unmarked opaque exit-package, which will then be sealed, prior to distribution to the customer.

## *Separating Recreational from Medical Operations*

As the dispensary facility in Springfield will not be co-located with a medical dispensary (in other words, there will be no medical operations at this location), separating medical from adult-use operations does not apply.

## *Quality Control and Testing*

Holistic has learned that designing and implementing a comprehensive quality assurance (QA) program is absolutely critical to ensure quality control (QC). We strive to create a systematic approach to dispensing that ensures uniformity, consistency and predictability in products provided to consumers. Our QA program consists of detail reviews, inspections and testing at key checkpoints during the dispensing process. So long as each member of our team is performing to expectations, particularly with regards to adhering to our QA protocol, we will dispense products that meet our internal QC standards of excellence.

To verify the quality and integrity of the products we dispense, we require all marijuana products acquired from suppliers to pass testing by an independent testing laboratory. Agents working in our purchasing department will be tasked with, among other things, analyzing independent lab results for products purchased to ascertain the safety, health, integrity, viability, stability and purity of products we intend to dispense to customers.

All staff will be required to immediately report to departmental managers any actual or potential QA violations and/or QC issues, including any matters affecting product integrity, facility cleanliness and sterility, tool and equipment functionality, storage conditions issues, and so on. All issues which may ultimately adversely affect consumers will be immediately rectified, which may include measures to quarantine, dispose and destroy contaminated or otherwise unsafe products that do not meet our standards of excellence. Further, the internal procedures will comply with the reporting, surveillance, isolation and quarantine requirements of 105 CMR 300.000.

## **Quality Assurance and Quality Control Policies & Procedures**

### **Inventory Management**

As a critical component of our QA program, every action taken to products upon receipt from a supplier is recorded in our electronic inventory tracking system, LeafLogix. Analyses of inventory reports by management are used for quality monitoring and quality improvement purposes. To implement this aspect of our program, every will be issued a unique product identification number and entered into LeafLogix. All actions taken to products, including all transfers, stocking, re-stocking, storage, sales, etc., will be recorded in LeafLogix.

These inventory tracking techniques facilitate our QA program by providing our team with detailed information on each product in our facility, including each agent who performed an action related to a subject product and the agent who recorded such action in LeafLogix. Using this method, we are able to instantly create detailed reports for each and every product onsite, which can then be analyzed by our QA team.

### **Quality Assurance Inspections**

Authorized staff will be tasked with constantly analyzing and assessing all products during every stage of dispensing to prevent and/or mitigate any deficiencies, pest/disease outbreaks or other issues which could be detrimental to the safety and quality of our products. Redundant techniques include package/label inspections each time a product is handled by staff.

Additional measures to ensure product quality and quality improvement as part of our QA program include: daily facility and equipment sterility and cleanliness protocols, utilizing HEPA filters and other filtration devices as appropriate, safe and adequate potable water supply, promoting staff hygiene, ensuring Good Handling Practices (GHP), and promoting a healthy workplace environment.

### **Inspection Schedules**

Holistic will continuously perform visual inspections of marijuana products each time a product is handled (from the time it is received from a supplier until it is dispensed to a customer) to ensure there is no visible contamination concerns and that packaging is properly sealed and not tampered with. Any products suspected of an issue will be transferred to quarantine immediately for further investigation.

Additionally, all room surfaces, air filters, and irrigation equipment are examined for evidence of pest and pathogen contagions. Remediation and corrective measures must be taken immediately to ensure a clean and sanitary workplace environment.

### **Product Receiving and Initial Quality Assurance Inspections**

Our Standard Operating Procedures (SOPs) for the receipt of marijuana delivered by registered suppliers not only ensure the safety of all persons involved in the delivery/receipt process but also ensure that every product received will be fully inspected for quality assurance (QA) before it is cleared for dispensation. All inspection activities, and the quantity and type of materials received, will be recorded in LeafLogix. The entire delivery QA inspection and receipt process will take place in full view of our active surveillance system and will be monitored by security both in-person and via the surveillance feed.

Real-world tested policies and procedures ensure the safe, secure and proper receipt of all marijuana products. All appropriate staff authorized to receive and handle product deliveries will be thoroughly trained upon hire and again during mandatory annual refresher training. All dispensary staff will undergo group and one-on-one product receipt and handling-related training, including situational awareness and security measures related to deliveries, proper product QA reviews, ideal product storage conditions, adverse event and quarantine protocol, and diversion prevention and detection techniques.

All staff, regardless of whether it is part of their regular duties, will undergo product delivery SOP training to ensure an overall safe environment and provide us an opportunity to easily substitute a receiving agent if need be. Violations of protocol may lead to suspension or termination.

### *Receiving Room & Receiving Protocol*

All marijuana deliveries will be received in our heavily monitored receiving room to prevent unauthorized entry to the interior of the facility. This area will be properly lit and ventilated. Security must verify all transport agents before escorting them to our receiving room.

Transport agents must provide a transport manifest identifying all products in the shipment which will be used to verify the accuracy of the shipment as products are unpacked and inspected onsite. Our security manager will oversee all receiving activities and ensure an uninterrupted chain of custody. All receiving and new product transfer procedures will be handled by a minimum of two authorized agents, including at least one security guard, and will be conducted within the view of our surveillance cameras.

Below are the basic policies and procedures for receiving marijuana from registered suppliers:

- Deliveries will only be accepted during operational hours.
- The supplier transport team must call in advance of arrival to indicate an accurate 10-minute window of time for their expected arrival and provide an accurate description of the transport vehicle (e.g., make, model, color, license plate number) and basic identifying information of the transport team (e.g., name, physical description). This will allow staff to adequately prepare for receiving procedures, including conducting a security sweep and ensuring all other proper security measures are in place.
- Upon arrival, the transport team must provide identifying documents (e.g., current government-issued photo identification card, CCC-issued agent registration card, and supplier-issued identification badge, all with matching information) to security personnel awaiting their arrival. Those who do not provide the required documents will be prohibited from entering our dispensary.
- Once security has authenticated and verified the transport team's identifications and credentials, the transport team will proceed with the remaining authorized visitor access procedures, including signing our visitor log (which will be maintained and stored with a photocopy of all identification documents provided to security) and obtaining a visitor identification badge which must be visibly worn while on the premises.
- Once visitor registration procedures have been completed, the transport team must provide security the transport manifest which must then be compared against the advanced copy to verify the information matches exactly.
- Once the manifest has been verified as accurate, the transport team will be invited to unload the product shipment. Security will facilitate transport team access to the receiving area. Notably, the transport team must be escorted by security at all times while on premises and conduct all activities within view of surveillance system.
- Note, our security team has the discretion to conduct the secondary visitor access procedures, including review and confirmation of the transport manifest, within the receiving area for security purposes
- Once in the receiving area, transport agents may not unpack the shipment until authorized by security after the access area is secure.
- Once authorized, transport agents will unpack the shipment while our receiving team conducts a physical audit, on a line item basis, against the transport manifest to ensure the shipment matches the manifest. Items will also undergo initial QA inspections for packaging and labeling compliance to ensure products are undamaged, unexpired, and otherwise qualified for

dispensation. All inspections and confirmations will be recorded in our electronic inventory and record keeping system.

- Marijuana may not be mishandled or mistreated. Unfit and unsafe items must be rejected. Should a product's label be obscured, damaged, illegible, or otherwise unfit, staff will reject the product and have it returned to the originating supplier.
- Once all items are unpacked, receiving agents will conduct a second review to verify shipment accuracy and confirm the packaging and labels meet our QA standards. Once re-verified, receiving agents may accept the approved items, request the transport team to sign/date audit records attesting to shipment accuracy, and take full custody of the shipment. A compliant transaction receipt will then be issued.
- If a discrepancy is discovered, staff will refuse acceptance of the item and immediately report the discrepancy to law enforcement and to the CCC, if appropriate.
- Upon acceptance of a delivery, transport agents will be escorted from the receiving area back to their vehicle. Once ready, the transport vehicle must leave immediately.

Once the transport team has safely exited the receiving area, our receiving team will immediately enter all products into LeafLogix and confirm for a third time the accuracy of the delivery against the transport manifest and compliance with our QA standards for quality, integrity, packaging and labeling. The results of each QA inspection for the delivered products will also be recorded.

Upon entering a product into the system, a unique product number will be issued for tracking and record keeping purposes. All entries into the LeafLogix system will include the unique employee identification number of the staff member taking the relevant action so that we know who is/was responsible for each step in our integrated processes. All appropriately authorized staff members will be thoroughly trained in the use and functionality of the LeafLogix software system to ensure the accuracy and integrity of our inventory program.

Once each item has been entered into the tracking system, staff will immediately transfer the products to the vault for secure storage. Only the minimum number of highly trained and trusted employees necessary for efficient operations will be authorized to access the vault, and they will only be permitted access for the minimum amount of time necessary to perform their duties. Moreover, the vault will be heavily monitored 24/7 by our recording surveillance system.

### *Transfer of New Products to Secure Storage*

Upon the successful conclusion of product shipment receiving activities, the supplier's delivery team will exit the receiving area of the facility and return to their transport vehicle. Once the receiving area has been secured, then our new product shipment receiving agents will:

- Inspect all new products and product packaging to ensure:
  - The integrity of the containers and packaging
  - The legal compliance of all affixed labels
  - No new products are expired, damaged, deteriorated, mislabeled, contaminated or recalled
  - The containers or packaging have not been opened, breached or otherwise tampered with
- Ensure all new products have been successfully entered into our LeafLogix inventory tracking system

Once the above has been confirmed, the receiving agents will immediately transfer all new products to the vault for storage. As products are placed into storage, they will be carefully accounted for and inspected again to guarantee they meet our QA standards for the particular product type.

All receiving and new product transfer procedures will be handled by a minimum of two authorized agents and will be conducted in the presence of security agents and within the view of our recording surveillance system. Once a new product transfer has been completed, receiving agents will:

- Exit the vault ensuring the door has been fully closed, secured, and locked
- Update the LeafLogix system with all actions taken to the products, and
- Immediately notify the dispensary manager and security manager that all new products have been safely transferred to secure storage

Generally, all marijuana approved for sale must be in a sealed container that cannot be opened without obvious damage to the packaging. Any products packaged and labeled for that fail to meet any of the mandates above will be rejected at the point of delivery or transferred to quarantine.

### **Quarantine**

Our facility is be equipped with a quarantine area for the inspection, and destruction/disposal (if necessary), of marijuana, including products whose packaging or labeling does not meet regulatory or internal QA standards. Our quarantine room is an area used for the storage and inspection of marijuana that is unfit, expired, damaged, deteriorated, mislabeled, contaminated, recalled or whose containers or packaging have been opened or breached.

After transfer to quarantine, authorized agents must inspect all quarantined materials (and their packaging, if applicable) to assess the integrity of the material, the likelihood of the spread of contamination throughout the facility or to other inventory, and/or any other threats posed by the waste. They must also update LeafLogix to note the quarantine transfer and details of the inspection. Immediately following the safe transfer of all quarantined materials, employees will notify management. Once in quarantine, materials will be subject to redundant investigation, examination and testing by authorized QA staff. Quarantine materials will remain in the quarantine room until the marijuana is either salvaged (based on the results of the quarantine review and the nature and reason for quarantine), destroyed or otherwise disposed of in accordance with protocol.

### **Marijuana Product Handler Requirements**

Employees must conform to best hygiene and sanitary practices while on duty, including:

- Maintaining adequate personal hygiene
- Wearing proper clothing, including gloves
- 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



Employees handling marijuana must comply with the requirements for food handlers specified in 105 CMR 300.000: *reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

Employees must wash hands per established SOPs when handling marijuana. These requirements include washing hands with soap and hot water before beginning work, after using the lavatory and after meal breaks. Employees who are showing signs of illness, open wounds, sores or skin infections will be sent home and not allowed to handle marijuana until fully recovered. These instructions will be posted in appropriate areas such as lavatories, breakrooms and lunch areas, and in multiple languages, as needed.

All areas, including contact surfaces, will be maintained with the utmost attention to cleanliness. The facility will be regularly cleaned to prevent contamination and unsanitary conditions. All cleanings will be closely monitored to ensure that the marijuana is not contaminated and does not come into contact with cleaning solutions.

Those employees failing to follow marijuana product handler requirements will be subject to discipline, up to and including suspension or termination.

### **Prevention of Contaminants Entering the Facility**

In accordance with 935 CMR 500.105(3)(b)4, Holistic will have sufficient equipment space necessary for sanitary operations, including space for placement of equipment and storage of materials (ie, supply and janitorial closets). Related, all toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products (they will be stored in a segregated storage closet designated for toxic item storage only).

In compliance with 935 CMP 500.105(3)(b)6, our facility, including all floors, walls and ceilings, is constructed in a manner allowing for adequate cleaning and repair. Related, the facility has compliant plumbing systems and compliant lavatory systems (employees are provided adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair), which was required to obtain our local C/O. Our plumbing is of adequate size and design, and is adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing properly conveys sewage and liquid disposable waste from the facility. There is no cross-connections between the potable and waste water lines.

Holistic will monitor and control the access of people and materials entering and exiting the facility. Within the operational zones of the facility, specific safety, security and sanitation standards of operation are strictly enforced to guide employees in the proper execution of their various work tasks and product handling. Staff will only have authorized access to the specific areas where they work, eliminating unnecessary employee traffic within the facility, thus reducing the likelihood of any contamination.

All interactions between agents and plants are recorded in LeafLogix and any potential source of problems must be recorded, reported and addressed before agents engage other daily duties.

Upon finding a potential problem that may cause a sanitation or other QA concern, the agent must immediately place a red magnetic triangle at the entrance door of the affected room. The triangle at the door acts as a visual notification for agents who may be coming to work on a new shift or are otherwise unaware of the triggering event. After proper recording, reporting and addressing of the problem, staff will affix a written warning notice to the room's door explaining the event so all staff who attempt to enter the room are aware of the situation and can adjust their procedures accordingly. All information on the notice will also be documented in our recordkeeping software. Once the event has been remedied, the warning triangle and the warning notice are removed.

To further guard against contamination, all materials entering our facility undergo a specific screening process. Prior to accepting a delivery, receiving agents will confirm that the delivery is expected, and the items being delivered match the order placed. After accepting the delivery, agents will separate the items from packaging materials. These packaging materials are potentially a source of contaminants and therefore will be discarded promptly outside of the facility and never allowed to enter the facility from beyond the receiving area. The items delivered will be visually inspected for contaminants and cleaned with a sanitizing product. Only then will the delivery be approved for transfer to the interior of the facility (after a final visual inspection for contaminants).

### **Facility Cleanliness and Contamination Prevention**

Maintaining a clean, sanitary environment mitigates the potential for contamination and reduces potential safety and health concerns for customers, staff and products. Holistic will ensure the highest possible level of cleanliness within the dispensary under the supervision of the manager. The manager oversees all maintenance, cleaning and sterilization activities and inspects staff activities to ensure the safety and integrity of our dispensary environment is maintained at all times. Staff must record detailed cleaning logs in LeafLogix, our preferred electronic inventory and record keeping system, each time they complete their maintenance/cleaning responsibilities. The manager will review all logs for accuracy and retain them for safekeeping.

Cleaning and sanitization procedures will take place at the beginning and end of each work day and at other times, as needed. We will ensure that all floors, walls and ceilings are always kept in clean condition. We will use organic cleaning supplies, including an environmentally friendly bleach alternative solution and/or anti-microbial soap when appropriate. Staff will follow a daily checklist issued by the manager. At the beginning and end of each business day, agents will reference the checklist to note which areas and items need cleaning and/or sanitization. Items will include windows, doorknobs, welcome mats, countertops, chairs, floors, the vault and quarantine area, lavatories, break room, computers/tablets, display cases, etc. As each item is cleaned, the responsible agent must initial the checklist next to the item(s) upon completion.

Special attention will be paid to areas receiving high customer traffic. Doorknobs, counters and surfaces which customers and staff frequently handle must be sanitized regularly throughout the day. Alcohol-based hand sanitizer will be made available at each point-of-sale station, the waiting room and at reception.

Specified, sensitive items must be thoroughly cleaned at least once a week, including security system components, receiving & storage rooms, break room, vault, quarantine area, manager's office and any

other key areas that have a relatively light traffic flow. As each item is cleaned, the responsible agent must initial the checklist next to the item(s) upon completion.

Staff will be given a detailed checklist at least once a month of items requiring more intensive attention when cleaning and/or sanitizing. Such items include the exterior of the building – windows, sidewalks, etc. As each item is cleaned, the responsible agent must initial the checklist next to the item(s) upon completion.

### **Equipment Sanitation and Maintenance**

We will maintain all tools and equipment that may come in direct contact with humans or marijuana in a sanitary condition to maintain a clean workplace and to prevent potential contamination. All agents will be thoroughly trained on the sanitation policies and procedures. Standard protocols include daily equipment cleaning and sanitation as part of opening and closing procedures with the goal of maintaining a clean, sanitary, and contamination-free environment.

All equipment that may or has come in contact with marijuana during operations must be cleaned and sanitized immediately after coming into contact with marijuana and at the open and close of business (whether they have been used or not).

Dispensary agents will be trained to inspect each piece of equipment prior to use, particularly if such use involves contact with marijuana. If any equipment is suspected of being contaminated in a manner which cannot be cleaned or sanitized (i.e., it is unsalvageable and may pose a health and safety concern to customers or staff), it must be immediately disposed and removed from the dispensary to mitigate the potential spread of contamination.

Upon suspicion of such unsalvageable equipment, the agent must notify the manager who will oversee the subsequent disposal activities. The manager will also oversee all equipment contamination prevention procedures and will inspect the work of employees to ensure the highest level of cleanliness is maintained.

### **Testing**

Holistic will take all reasonable measures to ensure that all marijuana acquired from registered suppliers have been tested and verified as contaminant-free in a manner consistent with MA law and regulations. Such measures include but are not limited to:

- Giving priority to suppliers who have their products tested by a reputable independent laboratory
- Requesting and reviewing all testing laboratory results of each batch of marijuana prior to accepting delivery of the same
- Rejecting any marijuana deliveries where the products have not been tested or credibly verified as being contaminant-free
- Including a clear provision in each purchase order contract that all marijuana must be tested and verified as being contaminant-free
- Implementing a comprehensive quality assurance program to ensure the integrity of all marijuana in our inventory through required product inspections at key checkpoints during the

dispensing process, beginning with the receipt of a marijuana products from a supplier and ending upon dispensation to a qualified customer

If Holistic ever becomes aware of an instance where a supplier provided a marijuana product that was not free of contaminants, we will immediately suspend all transactions with such supplier until we are satisfied that the issue was either an isolated incident or sufficient corrective measures have been put in place to rectify the manufacturing issue.

To ensure products received from suppliers do not become contaminated while on the dispensary's registered premises, we will follow strict QA SOPs and rigid sanitation and safety measures.

Upon identifying a product batch that fails lab testing or is otherwise unfit for dispensation, management will be immediately notified and staff will commence the secure transfer of affected products to quarantine. Authorized agents tasked with quarantine transfers will:

- Inspect all quarantined products to assess:
  - The integrity of the containers/products
  - The likelihood of the spread of contamination to our facility or other inventory
  - Any other health, sanitation, safety, or security threats posed by such products
- Update LeafLogix reflecting the transfer

Once the above has been confirmed, agents will immediately transfer all affected products to the access-controlled quarantine room and carefully place the affected items in the appropriately designated secure, lockable air-tight storage bin for the safe and segregated storage of the quarantined products. These storage bins will be utilized as single-purpose, dedicated units for the secure storage of specific types of quarantined products, and will be color-coded and clearly labeled accordingly (e.g., there will be a blue bin specifically dedicated for "recalled products," an orange bin specifically dedicated for "expired products," a red bin specifically dedicated for "contaminated products," and so on). The purpose of this segregation system is to:

- Allow for a proper investigation or examination of affected products without risk of confusion, cross-contamination, or other concerns which could affect the integrity of an investigation or examination
- Facilitate the organization of the quarantine area
- Facilitate the accuracy and integrity of any recall activities and related recordkeeping
- Facilitate the orderly destruction, disposal, and removal of unsalvageable products

All quarantine transfers will be handled by a minimum of two trained agents and will be conducted both in the presence of security agents and within the view of our recording surveillance system. Agents effectuating the quarantine procedures must wear appropriate protective gear (e.g.,

pharmaceutical-grade nitrile gloves, eye goggles, smocks/lab coats, etc.). Once a quarantine product transfer has been completed, agents will:

- Exit the quarantine room ensuring the door has been fully closed, secured, locked, and alarmed
- Update LeafLogix with all actions taken to the products
- Immediately notify management that all affected products have been safely transferred to quarantine

Once in quarantine, products will be subject to further investigation, examination, and testing by highly trained staff. Quarantine products will remain in quarantine until they are either:

- Salvaged (based strictly on the results of any investigation, examination, and/or testing and the nature and reason for the quarantine), or
- Destroyed or otherwise disposed of

Note, if a product can be safely salvaged, it must be re-tested by an independent laboratory and successfully pass all testing before approval for sale.

## *Maintaining Financial Records*

### **Recordkeeping Processes and Policies**

Holistic Industries, Inc. (“Holistic”) uses established recordkeeping procedures with strict protocols for the efficient and effective creation and maintenance all required reports, records, logs, recordings, and other important business data, information, and documentation. All recordkeeping systems will strictly comply with 830 CMR 62C.25.1 and any other recordkeeping requirements under Massachusetts law, including without limitation 935 CMR 500.140. In conforming with these protocols, we will create and maintain written and/or electronic records, as appropriate, and securely store them for a period of at least 5 years.

### **Electronic Recordkeeping Software**

To generate and maintain electronic records, including but not limited to financial records, Holistic utilizes the LeafLogix recordkeeping software system.

LeafLogix is a widely utilized, proprietary seed-to-sale inventory tracking and recordkeeping system with the capability to digitally record and store records for instant and long-term analysis purposes. Generally, we will use LeafLogix to track and record all actions/information/documentation related to dispensing, processing, receiving, packaging, labeling, handling, transferring, transporting, storing, stocking, disposing, returning and recalling marijuana products in accordance with all applicable laws, rules, and regulations.

All entries into the LeafLogix system will include the unique employee ID number of the staff member taking the relevant action and recording the information in the system so that we know who is/was responsible for each step in our integrated processes, including who created each record or report. All appropriately authorized staff members will be thoroughly trained in the use and functionality of the LeafLogix software system to ensure the accuracy and integrity of our recordkeeping system.

All equipment and data will be analyzed on a monthly basis to ensure that the data has not been manipulated and that no software has been installed that could manipulate or alter sales data. If Holistic suspects tampering, it will immediately contact with the Commission and act in accord with 935 CMR 500.140(6)(e). Records of the monthly analyses will be kept and produced upon request to the Commission.

### **Financial Records Retention**

Holistic uses best security practices for records storage, including but not limited to sales records, audit records, banking records, accounts payable/receivable records, budget and financial planning records, and other business records. All physical financial records will be securely stored in a manager’s office (which will be access-controlled) within a commercial grade storage cabinet, closet, or other secure place to protect them from tampering or theft. Only authorized and properly credentialed agents may access the records. All electronic records will be stored in LeafLogix in a manner that is password protected, TLS/SSL encrypted, and accessible only to those authorized persons with proper credentials.

Our dispensary will have an electronic back-up system for *all* written and electronic financial records. Duplicate records will be stored within an access-controlled facility maintained or recommended by our trusted commercial security monitoring service provider (e.g., Iron Mountain), if approved by the CCC. Holistic will require our offsite record storage location to be protected by 2 independent security alarm systems monitored by 2 independent commercial security monitoring services, if requested by the CCC.

#### *Dispensing Transaction Records*

Upon the successful completion of a marijuana sales transaction, a dispensary agent will issue a transaction receipt then access and update our electronic recordkeeping system with all pertinent sales information, including information recorded on the sales receipt, including:

- The date and time of dispensation
- The quantity, type, and form(s) of marijuana dispensed
- Any other required data

Upon each completed transaction, Holistic will immediately update our electronic tracking system with the information contained on the sales transaction receipt, thereby ensuring real-time, accurate information on cultivation sales activities are readily available to system users.

At all times, Holistic will implement sound accounting practices to ensure separate accounting for marijuana and non-marijuana sales in accordance with 935 CMR 500,140(6)(f).

#### *Financial Records*

In accordance with 935 CMR 500.105(9) as well as industry best practice, Holistic will create and maintain the following financial records:

- Annual budgets
- Financial forecasts and other business planning reports
- Balance sheets
- Income statements
- Cash flow statements
- Transaction and sales records, including copies of receipts
- Expenses and expenditures records
- Bank statements
- Tax records
- Financing agreements (e.g., copies of loan documents, lines of credit, etc.)
- Financial audit records, both internally and independently produced

All financial records will be made available to the CCC upon request and during any inspection of our sites and facilities.

## *Qualifications and Training*

### **Dispensary Position, Responsibilities and Required Qualifications**

Below are job descriptions identifying the initial positions and responsibilities at Holistic Industries, Inc.'s ("Holistic") dispensary facility.

#### **DISPENSARY MANAGER**

*Job Summary* Supervise and coordinate activities of workers engaged in dispensing activities and customer consultations. Apply knowledge of retail-pharmacy best practices.

##### *Responsibilities:*

- Oversee dispensing plan, including the management of staff, maintenance/protection of confidential customer information, safe handling of marijuana inventory.
- Prepare and assign daily tasks to dispensary associates based on dispensing plan.
- Observe staff to ensure safe, secure and high-functioning work environment.
- Oversee quality control standards to ensure consistent and safe customer experience.
- Train new employees in consultation techniques, product types, proper customer interactions and problem solving.
- Inspect facility for signs of disrepair, infection, disease and other problems that may affect ideal sanitary conditions.
- Maintain inventory records and submit documentation to information & records manager.
- Perform extra duties based on the needs of the organization

*Qualifications:* Strong business management background, preferably with 5+ years of experience in a retail pharmacy, retail management, or clinical healthcare setting. MA licensed pharmacist with retail pharmacy experience or equivalent is strongly preferred but not a requirement. Must be able to manage a team of diverse backgrounds, maintain compliance with MA dispensing regulations, and oversee facility compliance with internal standards and Commonwealth regulations.

#### **CUSTOMER CARE AGENTS**

*Job Summary:* Perform tasks based on the schedule provided by the dispensary manager. Apply knowledge of retail-pharmacy best practices.

##### *Responsibilities:*

- Assist the dispensary manager in all aspects associated with safely dispensing marijuana to customers.
- Assist dispensary customers based on need.
- Offer customers educational information and documentation on available products and the MA Marijuana Program in general.
- Identify any potential customer substance abuse issues or violations of program regulations or dispensary rules.



- Maintain, clean and disinfect dispensary facility and assist with inventory stocking responsibilities.
- Record customer transactions and ensure proper inventory tracking.
- Perform additional tasks as may be required by the dispensary manager.

*Qualifications:* Strong communication and interpersonal skills, preferably with 2+ years of experience in a retail, pharmacy or healthcare setting. College degree preferred. Must be able to follow direction and securely handle confidential information.

## **SECURITY MANAGER**

*Job Summary:* Manage and direct security personnel in identifying, developing, implementing, and maintaining security processes and procedures across the organization to reduce risks, respond to incidents, and limit liability in all areas of financial, physical, and personal risk

### *Responsibilities:*

1. Establish appropriate standards and risk controls associated with the physical property, marijuana, and electronic records
2. Act as liaison to the local police department.
3. Investigate any incidents regarding the physical property, marijuana, or electronic records
4. Organize periodic trainings pertaining to security for all security and administrative personnel

*Qualifications:* Strong law enforcement and security background, preferably with 5+ years of experience in law enforcement. Must be able to manage a team of diverse backgrounds and professionally handle a variety of potential security concerns. College degree required.

## **SECURITY GUARDS**

*Job Summary:* Assist the Security Manager in maintaining the safety and security of the staff, adult-use marijuana, and the facility

### *Responsibilities:*

1. Conduct periodic inspection of premises to protect against fire, theft, vandalism, and illegal activity
2. Maintain log books and visitor/guest sign-in book
3. Prevent access to any unauthorized persons inside the registered premises
4. Assist any staff with security access issues
5. Monitor any suspicious behavior by guests, visitors, and personnel
6. Ensure compliance with MA regulations and organization policies
7. Prepare reports as requested by Security Manager
8. Perform additional tasks as required by the Security Manager

*Qualifications:* Strong law enforcement and security background, preferably with 2+ years of experience in law enforcement, military or other security setting. Must be able to follow

direction, observe suspicious behavior and react accordingly, and professionally handle a variety of potential security concerns. College degree preferred.

## **INFORMATION & RECORDS MANAGER**

*Job Summary:* Oversee the safekeeping and security of all Holistic books, records, invoices, reports, and other documentation, both confidential and otherwise

### *Responsibilities:*

1. Maintain all records and reports as required by MA regulations and organization policies
2. Oversee and maintain security camera recordings
3. Establish and implement policies and procedures relating to data security
4. Maintain extensive knowledge of MA regulations governing adult-use marijuana dispensation
5. Design and manage business procedures for the detection, investigation, correction, disciplinary action, and/or prosecution related to information security breaches, violations, and incidents
6. Act as liaison to the local police department.
7. Act as liaison to CCC during inspections and audits

*Qualifications:* Strong bookkeeping experience, preferably in a highly regulated industry or security related industry requiring attention to detail and impeccable compliance standards. College degree required. Must have strong communication and writing skills.

## **Staff Training and Education**

Our staff training and education plan is comprehensive, detailed and consistent with industry best practices. Trainers include marijuana experts from our national team such as cultivators, manufacturing experts, dispensary managers, inventory and quality control specialists, attorneys, pharmacists, physicians, researchers, caregivers, substance abuse treatment specialists and other subject matter specialists.

All trainers must be experienced in marijuana operations related matters relevant to operating a marijuana dispensary facility so that trainees are afforded the opportunity to become experts themselves on the topics discussed. All training programs and materials must be vetted and approved by our managers prior to use in staff training.

In our staff training modules, trainees will be issued written (digital) materials and workbooks, undergo group and one-on-one training, be paired with an experience “mentor” who can provide ongoing advice and counsel even beyond the training period, perform situational drills to practice lessons under varying circumstances, watch instructional videos, shadow Holistic agents in action as they perform learned tasks at the facility and be tested on their retention of all pertinent information using multiple choice, open-ended question and/or oral examinations upon the completion of each training modules.

Our managers will oversee our training program. Generally, before being authorized to work at our facility, new hires must complete at least 25 hours of mandatory training. Additionally, staff will take at least 10 hours of annual on-going trainings. Mandatory training covers the following subjects:

- Instruction on the dispensing of marijuana
- Marijuana administration equipment and techniques
- Marijuana storage guidelines
- Marijuana product and strain variations
- Adult-use marijuana packaging and labeling procedures

Additional initial-hire training includes:

- Training on the use and functionality of LeafLogix, our electronic inventory tracking and record keeping system
- MA Adult Use Marijuana Program law, rules and regulations
- Holistic's rule, policies and prohibitions
- Proper use of security equipment, measures and controls to prevent diversion, theft or loss of marijuana, including law enforcement and emergency responder interaction
- Legal requirements for maintaining status as a registered Holistic agent
- Duties and responsibilities of each staff position
- Adult-use marijuana shipping, testing, storage, quarantine, returns, recall, disposal and handling protocol
- Record keeping, quality assurance inspections and other operational protocol

Our staff training program guarantees advanced ongoing and continuing education for Holistic employees on all of the above identified subjects as well as those listed below:

- Updates to standard operating procedures
- The safe handling of marijuana, including an overview of common industry hazards, current health and safety standards and Holistic best practices
- Legal updates training pertaining to the Commonwealth's Marijuana Program
- Key advancements in marijuana research
- Pharmacology of marijuana and its active ingredients
- Potential therapeutic and adverse effects of marijuana
- Dosage and forms of marijuana and their pharmacodynamic impact
- Potential consumer safety issues with marijuana use
- Other pertinent subjects which could enhance the level of production generated by staff and the safety and satisfaction of our customers

As part of our commitment to keep staff current with advancements in training and education, staff will be offered elective training. Elective training subjects will be based on the employee's interest as well as skills needed to increase productivity and improve overall job performance. Included in such elective training will be advanced courses covering all previously identified topics.

All individuals engaged in operational activities must master all mandatory training modules. After completing this training, employees will be tested to qualify the information retained and ascertain whether they are ready to begin hands-on training. All module-specific test results will be retained in

the employee's file. Records regarding responsible vendor training will be maintained for a minimum of five years and will be available to the Commission and other licensing authorities upon request.

Each training module consists of:

- *Prerequisites*: concepts, procedures and certifications required for the particular training module at hand.
- *Objectives*: goals and skills expected to be acquired and the concepts to be mastered upon completion of the module.
- *Course content*: topics, procedures and protocols covered in the specific module.
- *Instructor supporting materials*: packet that includes additional handouts and articles not yet incorporated in the module but considered of value in helping trainees achieve the stated objectives of the training module.
- *Supplemental reading*: list of books, articles, published papers and documents that could help the trainee retain the course information and expand their knowledge base.
- *Training Completion Documentation*: Certificate of Completion that must be completed and signed by the trainee and the instructor upon completion of the training module. This will be stored in the employee's file.
- *Evaluation*: series of quizzes and tests before and after attending a specific module to quantify how much program participants have improved their knowledge and skills on the topics covered. Trainees are also asked to evaluate their learning environment and the efficacy of our methods and instructors. This help us to improve our training program based on participant feedback. Examples include exit interviews, evaluation forms and focus groups.

Before engaging in hands-on training, trainees must have demonstrated proficiency on the topics covered in the training modules by having average test scores no lower than 75%. Once trainees have met this requirement, they will receive hands-on training in our facility from a manager or senior employee qualified to train new prospective employees.

This phase of our training program is very important and consists of four steps:

- *Step 1*. (Trainee watches, instructor performs the task). Trainees observe the instructor perform the tasks learned in the modules and may ask questions and take notes. After the trainee has observed the task being properly performed enough times, they move on to the next step.
- *Step 2*. (Trainee helps, instructor performs the task). In this stage, trainees provide help to the instructor in performing the task. After the instructor feels that the trainee has mastered the basics skills and procedures, the trainee moves to the next step.
- *Step 3*. (Trainee performs, instructor helps). Here, the roles are reversed and the trainee is now in charge of performing the specific task while still being helped by the instructor. Once the trainee and instructor are comfortable with the trainee's performance, they jointly decide to move to the next step.
- *Step 4*. (Trainee performs, instructor watches). At this point, the trainee is performing the task on his/her own under the supervision of the instructor who will correct the trainee if necessary but will try to avoid direct assistance.

After the trainee has repeated Step 4 enough times and the instructor is satisfied with their performance, the instructor will schedule an on-the-job-evaluation. The trainee is expected to perform the required duties at the level of a full-fledged employee. Trainees are encouraged not to rush as they

are only given two chances to pass the evaluation. If a trainee fails both attempts, their training ends and they must either repeat Steps 1-4 or will be terminated from employment.

### **Responsible Vendor Training**

In accord with 935 CMR 500.105(2)(b), all owners, managers and employees that handle marijuana or conduct sales of marijuana must successfully complete a responsible vendor program in an effort to be designated a “responsible vendor.” Such program must be completed within 90 days of hire. All those agents involved in the handling and sale of marijuana must successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.” HR shall maintain records of all responsible vendor training program compliance for 4 years and make them available to inspection by CCC and any other applicable licensing authority upon request during normal business hours.

## *Personnel Policies Including Background Checks*

### **Hiring Policies**

All prospective Holistic Industries, Inc. (“Holistic”) agents will be properly screened during the application, interview and hiring process to ensure that they meet both the requirements set by Massachusetts regulations and our own stringent internal standards for qualifications, experience, character and professionalism. Our hiring plan will include a job description for each position in the company’s structure, and the desired level of education, training, core competencies, and experience required to fill each position. We will also make sure that hired employees understand the company’s hierarchical structure in order to appreciate the supervisory structure of our organization.

All employees must be at least 21 years of age and must be registered with the Commonwealth’s program prior to commencing work. If our required background checks during the hiring process uncover any felony convictions or other disqualifying criminal offenses, the subject applicant will not be hired. Similarly, upon discovering that any employee has a felony conviction or other disqualifying criminal offense after hire, the subject employee will be terminated. All agents are subject to random drug screening as well as follow-up criminal background checks.

In addition to comprehensive criminal background checks and thorough interviews prior to hire, each employee will be required to sign a company Code of Conduct affirming each person’s commitment to, among other things, the following:

- Reviewing and complying at all times with MA law and regulations related to the person’s job responsibilities
- Reviewing federal law relating to adult-use marijuana
- Prevention of theft and diversion
- Strict product control
- Prevention of onsite consumption of adult-use marijuana
- Maintain an unbroken chain of custody for all marijuana on the premises
- Adhering at all times to our strict quality assurance measures
- Adhering at all times to our facility access policies and procedures, including our check-in protocol and visitor policy

Staff will reaffirm such commitment on a yearly basis, or they will be subject to suspension and possible termination.

### *New Hire Paperwork*

Prospective employees shall be provided with the necessary documents in order to register with Holistic as a new employee, including:

- Application for employment
- New employee information form
- W-4 (Federal Withholding Allowance Certificate)
- Employee Withholding Allowance Certificate
- I-9 (Employment Eligibility Verification)

- Direct deposit enrollment
- Health and Dental Plan Information
- Health and Dental Plan Enrollment
- Health and Dental Plan Waiver
- Instructions to obtain required fingerprinting and criminal background check
- Registration information for Agent Training Curriculum

### *Employee File*

Upon initiating employment, a personnel file with all new hire paperwork and other appropriate documentation is created for every employee and maintained by Holistic.

Employee files shall contain, at least:

- Name, address, and occupation
- Rate of pay
- Amount that is paid each pay period
- Hours worked each day and workweek
- Proof of eligibility to work in the U.S.
- Candidate screening
- Resume
- Employment application
- References
- Interview feedback
- Proof of completing fingerprinting and criminal background check
- Executed copy of the Holistic Employee Handbook Acknowledgement
- Performance evaluations
- Disciplinary discussions and actions
- Incident reports involving the employee
- Offer letter

An employee's personnel file shall be confidential and accessed only on a "need to know" basis by authorized employees. Access to all personnel files will be tracked.

Employees have a right to review the contents of their personnel file and may do so by contacting their supervisor.

Upon written request, copies of personnel documents with the exception of confidential reference materials shall be made available to an employee.

Employees shall promptly report to their supervisor or Human Resources any changes in name, address, telephone number, direct deposit banking information, and/or changes to dependent on W-4.

Employee files shall be maintained for a period of four years following separation as an

employee from Holistic, for any reason.

### *New Hire Training*

New employees shall complete new hire training during their first week as an employee of Holistic.

New hire training shall include:

- Distribution of the Employee Handbook
- Substance abuse
- Non-discrimination and anti-harassment
- Confidential information
- Conflicts of interest
- Detection and prevention of diversion
- Incident reporting
- Federal and state marijuana laws and regulations
- Employee conduct
- Security procedures
- Safety procedures
- Completion of Marijuana Training Course
- Job duties and responsibilities
- Proper procedure to clean and sanitize work surfaces utilizing sanitizing agents registered by the United States Environmental Protection Agency
- Employees shall acknowledge and agree to the terms of Holistic' Employee Handbook by signing the Holistic Employee Handbook Acknowledgement form

Attendance of new hire training shall be documented by retaining all materials presented during training in addition to the training attendance log.

### *Continuing Training*

Holistic shall conduct continuing education and training for all employees which will include, at a minimum, up to date information concerning:

- The pharmacology of marijuana and its active components
- The potential therapeutic and adverse effects of marijuana
- Dosage forms of marijuana and their pharmacodynamical impact
- Potential drug interactions and consumer safety issues with marijuana use
- Recognition of symptoms of substance use disorders and acute intoxication
- MA laws, rules and regulations pertaining to the sale of marijuana

Attendance of new hire training shall be documented by retaining all materials presented during training in addition to the training attendance log.



### *Optimal Staffing*

Holistic shall maintain a concentrated core of supervisory positions and an adequately sized staff in order to provide a consistent level of:

- Experienced staff that is cross-trained to provide redundancy in the event of an unforeseen loss of a staff member (eg, due to sickness, termination, or other separation/departure)
- Safe dispensing operations
- Adequate security and threat prevention

Holistic shall adjust staff as appropriate in coordination with observable and sustained changes in market demand that require an adjustment to our safe dispensing plan.

### *Employee Separation*

As a company policy, any Holistic agent found intentionally violating Commonwealth law or established company protocol will be immediately terminated. Similarly, at all times all agents must strictly comply with the suitability standards for registration as a Marijuana Establishment Agent as set forth in 935 CMR 500.802 or they will be immediately dismissed as an employee of the company.

Once an individual's employment with Holistic has completed:

- The supervisory manager or designee will take custody of the individual's ID card, restrict access to the facility and notify the state
- Obtain any keys or access control devices
- Discontinue use of individual's Holistic email account
- Confirm return of confidential Holistic documentation
- Notify security personnel that the individual may not access Holistic premises absent written authorization from an officer of Holistic

Within one business day of a Holistic employee's separation from the company, whether voluntary or involuntary, the supervisory manager will notify the state of an employee's separation including:

- The circumstances of the employee's separation
- Whether any further investigation and/or follow up is required
- An exit interview may be performed

### **Federal Regulations Acknowledgment**

Holistic shall require all employees to sign an Attestation Form upon initial hire acknowledging that they understand that the United States Congress has determined that marijuana is still considered a

controlled substance and it has been placed in Schedule I of the Controlled Substances Act. Cultivating, manufacturing, processing, dispensing, handling, distributing and possessing marijuana in any capacity, other than as part of a federally authorized research program, is a violation of federal laws. MA's law authorizing the Commonwealth's Adult-Use Marijuana Program will not excuse any individual from any violation of the federal laws governing marijuana or authorize any registrant to violate federal laws.

### **Equal Employment Opportunity (EEO) Commitment**

Holistic is an equal opportunity employer. We are committed to hiring the highest quality employment applicants regardless of race, creed, color, religion, sex, gender identity, sexual orientation, disability, age, socioeconomic status, political views, veteran status or national origin.

Our hiring practices will reflect our core belief that a diverse organization is crucial to fostering innovation, tolerance, high achievement, and a safe and accepting workplace environment. We will hire and train diverse staff sourced from the local talent pool proximal to our facility location which will mirror the diversity of the community.

Our EEO policies will be memorialized within our Employee Handbook issued to all new employees upon hire. During employee initial training and annual retraining, management tasked with training responsibilities will reiterate and reinforce our EEO policies and will address any questions or concerns related thereto.

Diversity reports will record the participation level (by raw figure and by percentage) of diverse groups as owners, officers, financial backers, managers, staff, independent contractors and third-party service providers. These reports will include details on salaries, promotions and other compensation for diverse persons and companies.

All analytics and related measures will be recorded in quarterly diversity reports for internal executive-level review to ensure we are meeting our diversity goals and staying true to our diversity commitments. While reviewing these reports, Holistic executives will also review diversity reports of all new hires, all new promotions, all recent terminations and other relevant staffing and employment records. If appropriate, we will determine areas in need of improvement and develop a corrective plan of action for immediate implementation.

### **Non-Discrimination and Anti-Harassment Policy**

Holistic is committed to maintaining a work environment which values human diversity and respects individuals. This policy applies to all jobs at Holistic.

It is the policy of Holistic to not discriminate or allow the harassment of employees or applicants for employment on the basis of gender identity or expression, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, age, genetic information, marital status, pregnancy, childbirth, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the

job.

Holistic will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to any of the above characteristics or any other characteristic protected by law in all employment practices as follows:

- Employment decisions at Holistic are based on legitimate job-related criteria
- All actions or programs that affect qualified individuals, such as employment, reclassification, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination
- Holistic will upon request disclose information concerning minority employees
- Holistic employees may choose to voluntarily disclose their gender identity or expression, race, national origin, disability, protected veteran status, or sexual orientation at any time by contacting Human Resources
- Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions
- Employees and applicants with disabilities are encouraged to inform Holistic if they need a reasonable accommodation to perform a job for which they are otherwise qualified
- Holistic will make reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities

Holistic employees and applicants for employment will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations.

Holistic will not discharge or in any other manner discriminate against employees or applicants for employment because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant for employment. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions should not disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is:

- In response to a formal complaint or charge
- In furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by Holistic; or
- Consistent with Holistic' legal duty to furnish information.

#### *Complaints of Discrimination & Anti-Harassment*

Holistic has developed the following procedure to provide prompt and equitable resolution of

complaints concerning equal employment opportunities/discrimination/harassment complaints. By using this complaint process, other complainant rights and remedies that may be available under federal or state statutes prohibiting discrimination will not be affected.

Any Holistic employee, visitor, customer, or contractor claiming to have been discriminated against by Holistic may use this procedure to file a complaint.

The Discrimination Complaint Form will be available to all complainants upon request. Holistic will take seriously and will promptly investigate all such complaints. Complaints should be addressed to Human Resources. Complaints must be filed, in writing, within 180 days after the complainant became aware of the alleged discrimination.

Complaints must contain the following information:

- Name, address, and telephone number of the person filing the complaint
- A brief description of the illegal discrimination, including the location and date of the illegal discrimination

If the complaint has not been informally resolved within thirty (30) days of receipt of the complaint, Human Resources, or the HR designee, will conduct a formal investigation of the discrimination complaint. A formal investigation may also commence upon the complainant's request or Holistic's discretion. Human Resources, or the HR designee, shall issue a written report of the results of the investigation. The report will provide a determination of the merits of the complaint as they may relate to applicable federal or state law, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (revised 1992), Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. Additionally, if applicable, the report will provide options for substantive resolution of the complaint and recommendations for corrective measures. The written report should be submitted to a Compliance Officer within 180 days of the receipt of the complaint. The Compliance Officer will make a decision based on the record and will notify the complainant, in writing, of the decision and the basis for the decision, within twenty days of receipt of the written report.

### **Accommodation of Individuals with Disabilities**

Holistic complies with the Americans with Disabilities Act ("ADA"), as amended, and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. We are committed to providing equal employment opportunities to all individuals, including those with disabilities, and will engage in an interactive process to determine the availability of a reasonable accommodation to any qualified individual who:

- Requests a reasonable accommodation during the application process
- Requests a reasonable accommodation to enable them to perform essential job functions or gain access to company facilities; or
- Asks for a reasonable accommodation to enjoy equal benefits and privileges of employment

It is Holistic's policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment
- Engage in an interactive process with applicants and employees with disabilities to determine if a reasonable accommodation exists that would allow the applicant or employee to perform the essential functions of the position, and would not create an undue hardship on Holistic
- Notify individuals with disabilities that Holistic provides reasonable accommodation to qualified individuals with disabilities, by including this policy in Holistic' employee handbook.

Holistic employees experiencing a disability that is contributed to or caused by pregnancy may request a reasonable accommodation.

Holistic will explore all possible means of providing the reasonable accommodation.

Options that will be considered by Holistic include changing job duties, changing work hours, relocation, providing mechanical or electrical aids, transfers to less strenuous or less hazardous positions, and providing leave. All requests for reasonable accommodations will be processed in a timely manner and, as appropriate, Holistic will provide reasonable accommodations promptly.

Human Resources will administer this program and any employees needing a reasonable accommodation should contact their immediate supervisor or Human Resources for assistance.

### **Whistleblower Protections**

Holistic maintains its commitment to integrity and ethical behavior. Additionally, Holistic is committed to maintaining a workplace where employees are free to raise good faith concerns regarding its business practices.

It is the responsibility of every employee to immediately report suspected violations of Holistic policies and procedures, or federal, state, or local law.

In accordance with Whistleblower Protection regulations, Holistic will not tolerate harassment, retaliation, or any type of discrimination against any employee who:

- Makes a good faith complaint regarding suspected company or employee violations of the law
- Makes a good faith complaint regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting
- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, or participates in a proceeding in relation to alleged violations of the law.

Examples of violations include, but are not limited to:

- Theft or other misappropriation of assets
- Billing for services not performed
- Misstatements and other irregularities in the records of Holistic, including the intentional misstatement of the results of operations
- Forgery, falsification, or other wrongful alteration of documents; and
- Fraud and other acts that are in violation of federal, state, or local laws.

If a Holistic employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee must exercise sound judgment to avoid baseless allegations.

An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Adverse employment actions, such as demotion or termination, and discrimination, threats, and harassment, as a result of an employee's decision to provide good faith information regarding violations of the law, will not be tolerated.

Anyone violating this policy may be subject to discipline, up to and including termination of employment.

### **Drug and Alcohol Policy**

Holistic will make every reasonable effort to prevent the use of alcohol and drugs, including marijuana, on the registered premises (including adjacent parking areas) in any form and will prohibit any paraphernalia showing evidence of marijuana consumption from being brought into a facility.

Any employee found to be in violation of this rule will be terminated immediately and reported to law enforcement for further actions. Any patron found to be in violation of this rule will be subject to suspension or permanent expulsion from the facility, and, if appropriate, will be reported to law enforcement.

Prevention measures include the following:

- Train all staff upon hire on the company's rules, including the prohibition against the use of alcohol and drugs, including marijuana, on the registered premises
- Require all staff to read and execute an acknowledgment that they are aware of MA regulations and Holistic policies regarding the use of alcohol and drugs onsite and agree to abide by such rules and regulations
- Provide customers with a written statement describing the prohibition (as part of the initial onboarding and registration process) and require each individual to initial/sign an acknowledgment that they have read and understand the rules and regulations regarding the use of alcohol and drugs, including marijuana, onsite and agree to abide by such rules and regulations
- Display clear, legible signage in at the entrance to each facility, as well as in the waiting room and service/dispensing room (if applicable), which restates the prohibition.

- Roaming security guards tasked with observing the behavior of staff and patrons, including the detection and prevention of the use alcohol and drugs on the registered premises
- The monitoring of live surveillance feeds from our surveillance cameras located throughout our facility

### **Smoke-Free Workplace Policy**

It is our strict policy to prohibit smoking anywhere on the registered premises (including adjacent parking areas) in order to provide and maintain a safe and health workplace environment for all agents, patrons and visitors. Employees who violate the prohibition against smoking are subject to suspension and possible termination.

### **Pay Periods**

Holistic employees shall be paid on a bi-weekly basis through direct deposit.

Paydays shall be scheduled on Fridays, and if a scheduled payday falls on a bank holiday, employees shall be paid on the Thursday preceding the bank holiday.

All required deductions, such as for federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, shall be withheld automatically from an employee's paycheck.

Employees shall be instructed to review all of their paychecks for errors.

Any mistake in an employee's paycheck shall be reported to their supervisor or Human Resources immediately so necessary steps may be taken to correct the error.

### **Overtime Pay**

In order to provide the best possible service to our customers and maintain an efficient operation, it may be necessary for Holistic employees to work overtime.

Non-exempt employees shall be paid one and one-half times (1½) their regular hourly rate of pay for all hours worked beyond forty (40) in any given workweek.

Workweeks shall begin on Sunday and end on Saturday.

Employees shall obtain prior approval from their supervisor to work any overtime.

Holistic shall expect employees to be willing and able to work overtime upon request.

Holistic shall attempt to provide employees with reasonable notice when the need for overtime work arises though advance notice may not always be possible.

### **Employee Classifications**

Holistic employees shall be informed of their initial employment classification and status as an exempt or non-exempt employee upon hire.

If an employee changes positions during their employment as a result of promotion, transfer, or employment responsibilities change, Human Resources shall inform the employee of any change in their exemption status.

**Regular, full-time employees** shall mean employees hired to work thirty (30) hours per workweek on a regular basis. Such employees may be “exempt” or “non-exempt” as defined below.

**Regular, part-time employees** shall mean employees hired to work fewer than forty (40) hours per week on a regular basis. Such employees may be “exempt” or “non-exempt” as defined below.

**Temporary employees** shall mean employees engaged to work full time or part time on Holistic payroll, usually to fill in for vacations, leaves of absence, or projects of a limited duration, with the understanding that their employment will end no later than six (6) months after their start date. With written approval from Human Resources, temporary employment may be extended beyond six (6) months.

**Non-exempt employees** shall mean employees who are required to be paid overtime at the rate of one and a half times (1½) their regular rate of pay for all hours worked beyond forty (40) hours in a workweek, in accordance with applicable federal, state, and local wage and hour laws.

**Exempt employees** shall mean employees who are not required to be paid overtime, in accordance with applicable federal, state, or local law. Executives, professional employees, outside sales representatives, and employees in certain administrative or computer-related positions are typically exempt.

### **On the Job Training**

Holistic shall pay for any required training programs including safety training, security training, continuing education when necessary for job safety and work performance.

Training shall be conducted during regular working hours whenever possible.

Holistic employees may be tested from time to time to evaluate the effectiveness of any training programs.

### **Promotion**

Promotion decisions regarding eligible employees shall be based on the employee’s



qualifications and past performance as well as supervisor evaluations of an employee's potential.

All promotions or transfers are made in accordance with Holistic' Non-Discrimination and Anti-Harassment policy.

### **Attendance and Punctuality**

All agents are expected to arrive to work on time before their shift begins. Patterns of absenteeism or tardiness are grounds for disciplinary action. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act ("FMLA") are acceptable so long as medical documentation within the guidelines of the FMLA have been provided.

Vacations and holidays must be scheduled in advance with management. Sick leave may be used in the case of emergencies or sudden illness without prior scheduling, however the agent is expected to notify dispensary management of the situation as soon as practical.

Not reporting to work and not calling to notify management of the absence is grounds for disciplinary action. The first violation will result in a written warning. A subsequent violation may result in suspension or termination of employment.

### **Staff Hygiene**

All Holistic employees will be required to come to work in a clean and hygienic manner. Staff will be required to frequently wash their hands, particularly after handling marijuana, handling equipment coming into contact with marijuana, coming into contact with a customer, visitor or any other person, and after eating or using the restroom.

Employees failing to follow hygienic protocols may be subject to suspension or termination. The hygiene policy will help ensure a safe, sanitary, sterile, contamination-free workplace environment. All uniforms and work attire must be clean and free of dirt, debris, dust, and the like. Staff found wearing soiled uniforms or work attire will be asked to immediately rectify the issue and may be sent home by management for failure to do so.

Holistic will provide our employees with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands. Such hand-washing facilities will be located within adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair. Effective non-toxic sanitizing cleansers and sanitary towel service or suitable hand drying devices will be provided.

Additional hand-washing facilities will be located within each facility where good sanitary practices require employees to wash and sanitize their hands.

### **OSHA Compliance**

The health and safety of all employees is of paramount importance to Holistic. Therefore, we require absolute compliance with all applicable Occupational Safety and Health Administration ("OSHA") standards, including the General Duty Clause of the OSH Act which requires employers to keep their workplace free of serious recognized hazards, to assure a safe and healthful workplace.

In accordance with our SOPs, we will ensure our employees are accorded a suitable workplace environment free from recognized hazards that may cause death or serious physical harm. In doing so, we will comply with occupational safety and health standards promulgated under the OSH Act of 1970.

Holistic expects each employee to comply at all times with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH Act which are applicable to his or her own actions and conduct. To facilitate, we will provide sufficient employee training, written SOPs, and written guidelines, as applicable, so all staff is knowledgeable about and can maintain compliance with these standards.

Notably, in accordance with Section 11(c) of the OSH Act, Holistic does not discriminate against our agents for exercising their rights under the OSH Act. These rights include filing an OSHA complaint, participating in an inspection or talking to an inspector, seeking access to employer exposure and injury records, reporting an injury, and raising a safety or health complaint with the employer.

### **Injury and Illness Prevention Program**

Holistic will require all agents to report to a supervisor any personal health condition that might compromise the cleanliness, sanitation, integrity, safety, or quality of our adult-use dispensary facility or the products the dispensary agent might handle, or that might impact the health and safety of customers, visitors, or other staff members. All illnesses and health conditions reported will be treated with extreme precaution. Employees will never be reprimanded for disclosing a health condition to a supervisor.

When notified, supervisors will in turn notify the applicable manager of the circumstances of the employee's health condition. The manager will use their best judgment to protect the interests of the company, always erring on the side of caution. Optional action plans include:

- Addressing the situation to eliminate the possibility of a cleanliness or quality issue with marijuana which might be handled by the employee (such as providing gauze or a band-aid in case of a minor cut)
- Segregating the employee from interacting with other persons and prohibiting them from handling marijuana
- Sending the subject employee home for the day to rest
- Advise the subject employee visit the emergency room or medical specialist

If the condition is more serious, the subject employee will be asked to refrain from returning to our facility until cleared by a physician.

Upon any instance of a reported health condition, the employee's personnel file will be updated by the human resources for historical record keeping purposes.

### **Disciplinary Action and Separation**

As a company policy, any Holistic agent found intentionally violating Commonwealth law or established company protocol will be immediately terminated. Similarly, at all times all agents must strictly comply with the suitability standards for registration as a Marijuana Establishment Agent as set forth in 935 CMR 500.802 or they will be immediately dismissed as an employee of

the company.

All policies and procedures will be administered by Holistic based upon its interpretation of the facts of any incident(s).

All issues of misconduct will be investigated thoroughly and any application of this policies and procedures will be handled in a fair and consistent manner.

Holistic may adapt disciplinary procedures or use immediate termination in certain circumstances, including but not limited to:

- Unauthorized removal of Holistic or a Holistic employee's property;
- Dishonesty;
- Breach of confidentiality;
- Fighting;
- Deliberate violations of policies and procedures adopted by Holistic; and
- Any unlawful conduct that reflects negatively on Holistic.

Holistic considers extended absence without proper notification, and failure to return to work after the conclusion of a leave of absence, paid time off, vacation, etc. as voluntary forms of termination.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for departure and the effect on employee benefits.

Once an individual is no longer associated with Holistic as an employee due to either voluntary or involuntary termination of employment, the individual is required to return:

- Their ID card;
- Any keys, fobs, or other entry/access devices;
- Company-issued electronic devices or other property; and
- Confidential documents (e.g. manuals, customer lists, etc.).

Former employees shall not attempt to access Holistic premises in the future without express written approval from an officer of Holistic.

#### **Additional Personnel Policies in Compliance with MA Regulations**

In addition to the above, Holistic's staffing plan and records will be in compliance with 935 CMR 500.105(9), in accordance with 935 CMR 500.105(1).

Moreover, in compliance with 935 CMR 500.105(1), Holistic will implement a policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty pleas for a felony charge of distribution of a drug to a minor.

## *Recordkeeping Procedures*

### **Recordkeeping Processes and Policies**

Holistic Industries, Inc. (“Holistic”) uses established recordkeeping procedures with strict protocols for the efficient and effective creation and maintenance all required reports, records, logs, recordings, and other important business data, information, and documentation. In conforming with these protocols, we will create and maintain written and/or electronic records, as appropriate, and securely store them for a period of at least 5 years.

### **Electronic Recordkeeping Software**

To generate and maintain electronic records, including but not limited to inventory and sales records, Holistic utilizes the LeafLogix inventory tracking and recordkeeping software system.

LeafLogix is a widely utilized, proprietary seed-to-sale inventory tracking and recordkeeping system with the capability to track products through the entire cultivation, manufacturing and dispensing process, allowing for accurate real-time inventory records. Upon entering a product into the system, a unique product ID will be issued for tracking and recordkeeping purposes. All actions taken to inventory as whole, by grouping, or by individual product will be digitally recorded for instant and long-term analysis purposes. Moreover, detailed records can be stored for several years. LeafLogix also allows us to create precise inventory records at a moment’s notice, so any discrepancies or breaks in the chain of custody will become immediately apparent, igniting swift corrective measures to investigate and resolve issues.

Generally, we will use LeafLogix to track and record all actions/information/documentation related to receiving, transferring, dispensing, labeling, handling, transferring, storing, stocking, disposing, returning and recalling adult-use marijuana products in accordance with all applicable MA laws, rules, and regulations.

All entries into the LeafLogix system will include the unique employee ID number of the staff member taking the relevant action and recording the information in the system so that we know who is/was responsible for each step in our integrated processes, including who created each record or report. All appropriately authorized staff members will be thoroughly trained in the use and functionality of the LeafLogix software system to ensure the accuracy and integrity of our recordkeeping system.

### **Records and Record Retention**

Holistic uses best security practices for records storage, including but not limited to surveillance footage, security records, customer records, sales records, inventory records, and other business records. All physical records, except for surveillance footage, will be securely stored in a manager’s office (which will be access-controlled) within a commercial grade storage cabinet, closet, or other secure place to protect them from tampering or theft. Only authorized and properly credentialed agents may access the company’s records.

All records will be available for inspection by the Commission upon request, and maintained in accordance with widely accepted accounting principles.

All electronic records will be stored in LeafLogix in a manner that is password protected, TLS/SSL encrypted, and accessible only to those authorized persons with proper credentials.

Our facility will have an electronic back-up system for *all* written and electronic records, including surveillance recordings. Duplicate records, including surveillance recordings, will be stored within an access-controlled facility maintained or recommended by our trusted commercial security monitoring service provider (e.g., Iron Mountain), if approved by the CCC. Holistic will require our offsite record storage location to be protected by 2 independent security alarm systems monitored by 2 independent commercial security monitoring services, if requested by the CCC.

#### *Surveillance Recordings*

Surveillance recordings will be stored onsite on password-protected hard drives, which will be secured within a limited-access security room to protect recordings from tampering or theft. Only the facility manager and security manager will have the passwords to the hard drives. The security room will remain locked, alarmed, and monitored at all times and will contain security and surveillance monitoring equipment. To ensure redundancy of protection, we may install a secondary security alarm system (separate from the facility's primary security system, but meeting the same specifications) covering the limited-access surveillance room where surveillance recordings are stored. This room will be accessible only to authorized security CCC members who are essential to maintaining security and surveillance operations. Additionally, we will grant access to the security room to federal, state, and local law enforcement who are on official duty, security surveillance system service employees (only for the limited time necessary to perform their job responsibilities), the CCC or its authorized agents, and other persons with the prior written approval of the CCC (which is not anticipated at this time).

Within one business day following a request, we will provide unaltered copies of a video surveillance recording to the CCC or its authorized agents, law enforcement or other federal, state or local government officials if necessary to perform the government officials' functions and duties. If we have been notified in writing by the CCC or its authorized agents, law enforcement or other federal, state, or local government officials of a pending criminal or administrative investigation for which a recording may contain relevant information, Holistic Industries will retain an unaltered copy of the recording for 5 years or until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the company that it is not necessary to retain the recording, whichever is longer.

#### *Human Resources Records*

Holistic's Human Resources Department will retain records of job applicants and employees, including but not limited to job applications, signed registration forms, signed employment agreements, state and federal criminal background reports, annual reviews, initial and refresher training certificates of completion, etc., in accordance with our Human Resources policies. Human Resources will also retain electronic and hardcopy versions of all training materials and attendance records for at least 5 years. All employee files and other relevant records will be made available for inspection by the CCC upon request.

#### *Diversity Plan Records*

Holistic is committed to our Diversity Plan and will keep accurate records to ensure its implementation, ongoing improvements where needed, and reporting. We will maintain applicant and employment records that reflect recruiting activities, the number and characteristics of applicants and employees, and our employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicants' voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status. This information will help us analyze whether we are attracting a diverse pool of applicants.

Additionally, we will keep materials evidencing our affirmative action efforts to ensure equity within Holistic. This includes items such as copies of documents that indicate employment policies and practices, copies of letters sent to suppliers and vendors stating the Affirmative Action Policy and copies of letters sent to recruitment sources and community organizations.

Furthermore, Holistic will maintain documentation of the following as part of our internal AAP/equity auditing and recordkeeping system:

- An applicant flow log showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for jobs
- Log of job offers, hires, promotions, resignations, terminations, and layoffs by employment category, gender, and diversity group
- Employment applications
- Compensation records

Holistic will report on the participation level, by percentage, of diverse groups as owners, managers, staff, contractors, and professional service providers. These reports will include reports on promotions and advancements of individuals who are members of Diverse Groups, along with dollar amounts contracted to businesses representing Diverse Groups. These reports will be in addition to anything explicitly required by the CCC.

#### *Inspections, Servicing, Alteration, and Maintenance Records*

Holistic will conduct maintenance inspections at least once every month to ensure all tools and equipment are in good working condition and that any repairs, alterations or upgrades to the alarm, security, and surveillance systems are made for the proper operation of the systems. Staff will keep written logs of all maintenance activities performed which record the dates, times, affected equipment, actions taken, and the name and employee ID number of the agent performing the maintenance. We will retain records of all inspections, servicing, alterations, and upgrades performed on the systems for at least 5 years and will make the records available to the CCC and its authorized agents within one business day following a request.

#### *Customer Sales Records*

Upon the successful completion of any transaction for marijuana, the Customer Care agent will issue a transaction receipt then access and update the our electronic tracking system with information recorded on the receipt, including:

- The quantity sold

- Form of product(s) sold
- Cost of marijuana products

Upon each completed transaction, Holistic will update CCC's electronic tracking system with the information contained on the dispensation transaction receipt, thereby ensuring real-time, accurate information on customer dispensing activities are readily available to system users. All information recorded into LeafLogix and CCC's system must match.

#### *Visitor Records*

When admitting a visitor, Holistic will require the visitor to sign a visitor log upon entering and leaving any limited access area. We will maintain the visitor log in digital and hard copy for 5 years and make the log available to the CCC, state or local law enforcement and other state or local government officials upon request if necessary to perform the government officials' functions and duties. The log will include:

- Full name of each visitor
- Visitor identification badge number
- Time of arrival
- Time of departure
- Purpose of the visit
- Name and employee ID of the assigned escort

A copy of the visitor's identification documents will be affixed to the visitor log and stored for recordkeeping purposes.

#### *Inventory Audit Records*

Holistic will establish inventory controls and procedures to conduct routine scheduled as well as unannounced daily, monthly, and annual inventory audits to confirm that our physical inventory matches our digital records stored in LeafLogix. A written record will be created and maintained for each inventory audit which will include the date of the inventory audit, a summary of the inventory findings, and the names, signatures, and titles or positions of the individuals who conducted the inventory. All audit reports will be recorded digitally and in hard copy. All electronic records will be securely stored onsite for a minimum of 5 years and backed up for secure offsite storage.

#### *Recordkeeping Security Incidents*

Our security department will investigate any reports or notification of recordkeeping misconduct. Any loss or unauthorized alteration of company records discovered or suspected by any employee will be reported to the security manager immediately. Our security manager will report such incidents to the CCC and law enforcement as necessary. Upon discovery of a records security breach, the security manager must review all recordkeeping and security policies to

identify deficiencies and necessary corrective measures. The security manager may engage the service of a third-party data security expert, as needed.

The alteration, falsification, loss or misplacement of records, failure to complete records/logs, gross inaccuracies, negligence or other errors of records will be considered policy violations and will not be tolerated. Employees will be investigated and disciplined, terminated and/or prosecuted, based upon investigation findings.

#### *Recalls and Returns Records*

Holistic will notify the CCC and any affected customers immediately upon becoming aware of any complaint made to Holistic by a customer who reports an adverse event from using marijuana produced by our facility. The company will then cease dispensation of the affected adult-use marijuana and coordinate the return of the recalled adult-use marijuana with the affected parties. All information related to the recall, including all steps taken to collect and transfer products, will be recorded in LeafLogix, including:

- A copy of the complaint
- The name, address, permit number of the customer, if applicable, who sold and/or possess the affected product
- The name, product type, quantity, and unique product ID numbers of all recalled products
- Nature of the recall or complaint
- The date and time of any returned products
- The date and time of the product transfer to quarantine
- The name and ID number of all employees participating in any recall or product transfer activity
- If applicable, the date and time of product pickup from or transportation of affected products for purposes of destruction and disposal, including the employee ID numbers of all staff participating in each step of the pickup/transportation activities
- If applicable, the date and time of product destruction and/or disposal, including the method of destruction/disposal and the employee ID numbers of all staff participating in each step of the destruction/disposal activities

Upon identifying or receiving any returned, unfit (including but not limited to expired, damaged, deteriorated, mislabeled, or contaminated products), and/or recalled adult-use marijuana products, the manager will immediately update the our electronic recordkeeping system.

#### *Business Records*

In accordance with 935 CMR 500.105(9) as well as industry best practice, Holistic Industries will create and maintain the following business records:

- Employment policies and procedures
- Facility rules, guidelines, and policies
- Training materials
- Employment handbooks, manuals, and other documents
- Security policies and procedures, including:



- Staff identification measures
- Monitoring attendance of staff and visitors
- Alarm system plan
- Video surveillance plan
- Monitoring and tracking inventory
- Personnel security
- Policies and procedures for dispensing, receiving, packaging, labeling, handling, tracking, transporting, storing, disposing, returning, and recalling products containing marijuana in accordance with all applicable laws, rules, and regulations
- Workplace safety policies and procedures
- Maintenance, cleaning, and sanitation policies and procedures for the site, facility, tools, and equipment
- Inventory maintenance and reporting procedures
- Policies and procedures to investigate complaints and potential adverse events from other marijuana establishments or customers
- Other plans of operation
- Annual budgets, financial forecasts, and other business planning reports
- Transaction and sales records
- Expenses and expenditures records
- Inventory audit records, both internally and independently produced
- List of all current management and employees, including a separate list of all employees permitted to access any security and surveillance areas
- List of all company vendors, contractors, consultants, and permitted marijuana suppliers
- All notices and written communications with the CCC
- Other business records used in the operation of our facility

All business records, including full and complete plans of operation, will be made available to the CCC upon request and during any inspection of our sites and facilities.

#### *Other Records, Logs, and Reports*

Holistic will maintain many other records, logs, and reports which are not identified above, including but not limited to:

- Employee access logs, including the dates, times, and identities of those who entered/exited the facility
- Facility and equipment maintenance, sanitation, and cleaning logs
- Records whenever adult-use marijuana products or waste is disposed or handled, including date, type and quantity disposed or handled, the manner of disposal or handling, location, and the names of the 2 agents present with their signatures. These records will be kept for at least three years, or longer in the instance of any enforcement action
- Quarantine transfer logs and inspection reports
- Product destruction and disposal records, including date, time, and method of destruction/disposal (if applicable)
- Security incident reports, including:
  - Reports of attempted breaches/break-ins

- Reports of vandalism, theft, violence, and other crimes
- Reports of the expulsion of persons from the premises
- Smoke, fire, and other alarm notifications
- Copies of police reports related to any event taking place on the site
- Diversion and other criminal activity internal investigatory reports, including preliminary reports, 7-day follow-up reports, and final reports written within 30 days of the applicable incident
- Inventory discrepancy reports
- Loss of power reports
- Reports of emergency events (e.g., fire, flood, other natural disasters)

### **Additional Record Keeping Procedures in Compliance with MA Regulations**

In addition to the above, Holistic will comply with the following:

- Written operating procedures shall be maintained as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*
- Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). *935 CMR 500.105(9)*
- The following personnel records shall be maintained:
  - Job descriptions for each agent;
  - A personnel record for each agent.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030. *935 CMR 500.105(9)*
- The following business records shall be maintained:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts;
  - Sales records; and
  - Salary and wages paid to each employee. *935 CMR 500.105(9)*

## *Diversity Plan*

Holistic 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 Marijuana Establishments.

Any actions taken, or programs instituted, by Holistic will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

### **Goals**

The goals of our Diversity Plan include:

- Holistic shall hire 50% of its staff that are minorities, persons with disabilities and women
- Holistic shall hire one national Diversity Officer to establish new diversity plan policies and ensure their implementation through our employee staffing, retention and promotion plans

### **Programs**

#### *Diverse Staffing*

To promote diverse hiring practices, Holistic will target minorities, persons with disabilities and women when filling open positions at our MA facilities. We will set a goal that 50% of the positions created within our MA facilities be held by minorities, persons with disabilities and women. In order to hire 50% of our staff from these identified diverse categories, the following programs will be instituted:

- The applicant shall post monthly advertisements in the local paper, The Journal Register stating that the establishment is specifically looking for minorities, persons with disabilities and women to fill positions at our facilities
- The applicant shall post monthly advertisements on Indeed, the popular digital job posting website, stating that the establishment is specifically looking for minorities, persons with disabilities and women to fill positions at our facilities

#### *Onboarding a Diversity Officer*

Holistic plans to create an important position to establish new diversity plan policies and ensure their implementation through our employee staffing, retention and promotion plans, namely the Diversity Officer. This management team member will be charged with independently reviewing the HR department's interviewing, hiring and staffing practices and ensuring all persons are meeting or exceeding our organization's diversity goals. In order to hire a Diversity Officer, the following programs will be instituted

- The applicant shall post monthly advertisements in the local paper, The Journal Register stating that the establishment is specifically looking for a qualified Diversity Officer to fill the position

- The applicant shall post monthly advertisements on Indeed, the popular digital job posting website, stating that the establishment is specifically for a qualified Diversity Officer to fill the position

### **Measurements**

#### *Diverse Staffing*

In order to measure the hiring of 50% of our staff from diverse categories (i.e., minorities, persons with disabilities, women), the following metrics will be instituted:

- Annually, the applicant will count the total number of positions across all our MA facilities and then will count the number of individuals hired who are verified minorities, persons with disabilities and/or women. These numbers will be assessed to ensure that 50% or more of all individuals hired fall within this goal.

#### *Onboarding a Diversity Officer*

In order to measure the hiring of a Diversity Officer, the following metrics will be instituted:

- The applicant will create an open position of Diversity Officer, interview candidates and hire a qualified applicant. The hire will be reviewed by HR to ensure the position is satisfactorily filled at that this goal is met. Annually, HR will review this position and ensure it is filled by a qualified individual.

***\*\*Holistic acknowledges that it will show progress or success of our Diversity Plan at least annually upon renewal of provisional licensure (one year from provisional licensure, and each year thereafter).***