



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283288  
Original Issued Date: 11/05/2020  
Issued Date: 11/05/2020  
Expiration Date: 11/05/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Holland Brands NA, LLC

Phone Number: 845-304-8375  
Email Address: zac@hollandbrands.org

Business Address 1: 55 Henshaw  
Business City: Brighton  
Business State: MA  
Business Zip Code: 02135  
Business Address 2:  
Mailing Address 1: 55 Henshaw  
Mailing City: Brighton  
Mailing State: MA  
Mailing Zip Code: 02135  
Mailing Address 2:

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100  
Role: Manager  
Percentage Of Control: 100  
Other Role:

First Name: Timothy	Last Name: Caraboolad	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Timothy	Last Name: Caraboolad	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$100000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

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

Individual 2

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

Individual 3

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

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1320 South Washington Street

Establishment Address 2:

Establishment City: North Attleborough Establishment Zip Code: 02760

Approximate square footage of the establishment: 9375 How many abutters does this property have?:

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

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

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: Timothy

Last Name: Caraboolad    Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

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

No documents uploaded

Massachusetts Business Identification Number: 001389281

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5e4ab9e35a2369047f226624	02/17/2020
Proposed Timeline	Proposed Timeline.pdf	pdf	5e8a179db3c49635509eafb4	04/05/2020
Business Plan	NA CCC - NSW - Business Plan.pdf	pdf	5e8b786b2eba6d38ef165cc1	04/06/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5e4abeb47225f004696599b9	02/17/2020
Restricting Access to age 21 and older	Plan for Restricting Access to 21.pdf	pdf	5e4abeb5813339048c3fd5d8	02/17/2020
Prevention of diversion	Plan to Prevent Diversion.pdf	pdf	5e4abeb74dd5bb0494107217	02/17/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5e4abf30fe55e40432f7122c	02/17/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5e4abf3281ae16046bec9adb	02/17/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5e724cbe2b97cf38fa3724df	03/18/2020
Quality control and testing	Quality Control and Testing Procedures.pdf	pdf	5e726a2d961ad539052ba971	03/18/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5e726e4e172cbc354597255b	03/18/2020
Personnel policies including background checks	Personel Policy incl Background Checks.pdf	pdf	5e726f09b014bf38e46ca854	03/18/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5e726fb32eba6d38ef161ef9	03/18/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5e7270b3172cbc3545972571	03/18/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5e727390b7c619391b8b6154	03/18/2020
Security plan	Security Plan v2.pdf	pdf	5ec20c495f1314349d5f95c4	05/18/2020
Diversity plan	Diversity Plan v2.pdf	pdf	5ec20e827d78332d19fc8571	05/18/2020

### 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 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:

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

## Plan to Remain Compliant with Local Zoning

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

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

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

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

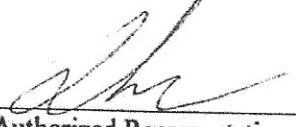
Furthermore, HBNA will continue to work cooperatively with various municipal departments, boards, and officials to ensure that HBNA’s RME remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

## Host Community Agreement Certification Form

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

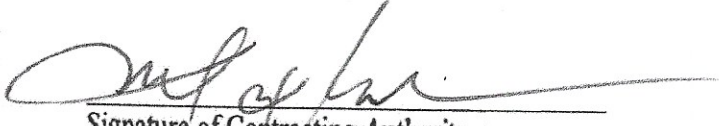
### Applicant

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

  
Signature of Authorized Representative of Applicant

### Host Community

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

  
Signature of Contracting Authority or  
Authorized Representative of Host Community



## Community Outreach Meeting Attestation Form

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

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

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





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

Handwritten initials in blue ink, appearing to be 'MA' or similar, written over a horizontal line.

ATTACHMENT "A"

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

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

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

Acct #: 88267

Ad #: 413897

Status: New CHOLD CHOI

Nattle Community Outreach

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

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

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

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

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

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

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

Holland Brands, LLC

**NOTICE OF COMMUNITY OUTREACH MEETING**

**REGARDING: MARIJUANA ESTABLISHMENT**

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

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Holland Brands, LLC

Michael Drayer

DOC

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

ATTACHMENT "C"

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

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

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

Acct #: 88267

Ad #: 413897

Status: New CHOLD CHOI

Nattle Community Outreach

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

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

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

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

NORTH ATTLEBORO, MA 02760

**OFFICIAL USE**

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

Postmark Here  
DEC 13 2019  
12/18/2019

Street and Apt. No., or PO Box No.

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

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

## **Introduction**

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

## **Acknowledgements**

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

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

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

## **Goals:**

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

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

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

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

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

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

## Programs:

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

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

### Seminar Content:

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

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

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



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

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

### **Measurements:**

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

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



William Francis Galvin  
Secretary of the  
Commonwealth

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

February 25, 2020

TO WHOM IT MAY CONCERN:

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

**HOLLAND BRANDS NA, LLC**

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

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

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



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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001389281

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

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

No. and Street: 55 HENSHAW STREET

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

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

No. and Street: 55 HENSHAW STREET

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

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

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

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

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

Name: TIM HALE CARABOOLAD

No. and Street: 55 HENSHAW STREET

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	TIM HALE CARABOOLAD	55 HENSHAW STREET BRIGHTON, MA 02135 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	TIM HALE CARABOOLAD	55 HENSHAW STREET BRIGHTON, MA 02135 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of June, 2019,**  
**TIM HALE CARABOOLAD**  
*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

June 19, 2019 11:44 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

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

**RECITALS**

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

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

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

**ARTICLE I  
GENERAL**

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

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

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

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

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

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

## **ARTICLE II MEMBERS**

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

Timothy Caraboolad  
55 Henshaw Street  
Brighton, MA 02135

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

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

## **ARTICLE III MANAGEMENT**

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

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

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

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

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

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

#### **ARTICLE IV INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

## **ARTICLE VII DISSOLUTION; LIQUIDATION**

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

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

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

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

## **ARTICLE VIII MISCELLANEOUS**

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**HOLLAND BRANDS NA LLC**

*Tim Caraboolad*

---

By: Timothy Caraboolad  
Its: Manager

**MEMBER:**

*Tim Caraboolad*

---

By: Timothy Caraboolad



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

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

Timothy Caraboolad

5/18/20

Date

Name: Timothy Caraboolad

Title: Manager

Entity: Holland Brands NA LLC

# Plan for Obtaining Liability Insurance

Holland Brands NA, LLC (“HBNA”) plans to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. HBNA will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, HBNA will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. HBNA will keep reports documenting compliance with 935 CMR 500.105(10).

**HOLLAND BRANDS NA, LLC.**

**Business Plan**

**DECEMBER 1st, 2019**

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## **1. EXECUTIVE SUMMARY**

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

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

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

### **1.2 Product**

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

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

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

### **1.3 Customers**

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

### **1.4 What Drives Us**

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

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

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



## **2. COMPANY DESCRIPTION**

### **2.1 Structure**

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

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

### **2.2 Operations**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

### **2.3 Security**

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

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

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

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

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

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

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

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

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

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

## **2.4 Benefits to the Municipality**

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

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

contaminants

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

## **2.5 Zoning**

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

### **3. MARKET RESEARCH**

#### **3.1 Market**

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

#### **3.2 Competitors**

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

#### **3.3 Competitive Advantage**

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

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

#### **3.4 Regulations**

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

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

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

respect to design, renovation, operation and security.

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

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

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

##### **Products Offered**

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

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

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

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

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

### **5.2 Communication**

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

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

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

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

### **5.3 Sales**

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

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

### **5.4 Logo**

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

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





## 6. FINANCIAL PROJECTIONS

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

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

## **7. TEAM**

### **7.1 General**

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

### **7.2 Key People**

- **Founder and CEO - Tim Caraboolad**

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

- **Director of Security - Dan Linskey**

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

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

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

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

- **Director of Operations - Michael Drayer**

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

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

# Plan for Restricting Access to Age 21 & Older

Pursuant to 935 CMR 500.050(5)(b), Holland Brands NA, LLC (“HBNA”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a HBNA agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event HBNA discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the CCC will be promptly notified, pursuant to 935 CMR 500.105(1)(l). HBNA will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

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

# Quality Control and Testing

## Quality Control

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

1. Any HBNA agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any HBNA agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. HBNA’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in HBNA’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. HBNA’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. HBNA will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. HBNA’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. HBNA’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. HBNA’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. HBNA will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

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

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

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

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

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

## Testing

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

HBNA will maintain the testing results of its sold and current inventory in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.



# Personnel Policies Including Background Checks

## Overview

Holland Brands NA, LLC (“HBNA”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. HBNA will keep, at a minimum, the following personnel records:

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

## Staffing Plan / Job Descriptions

HBNA will maintain a record of the Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions. Examples follow:

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for HBNA, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

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

- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor HBNA's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the HBNA facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and HBNA agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the HBNA facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort HBNA agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the [POS Software] system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring HBNA's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at HBNA will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for HBNA, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of HBNA agents;
- Review and revise HBNA personnel policies and procedures in consultation with the executive management team and department managers;

- Develop training schedules and policies for HBNA agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a HBNA facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a HBNA facility;
- Answering customer questions regarding products including but not limited to flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by HBNA;
- Properly setting up product displays pursuant to HBNA policies and procedures;
- Executing and enforcing compliance with CCC regulations and HBNA policies and procedures;
- Understanding sales transactions using out Point of Sale/Seed to Sale Software;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

## Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with HBNA and will include, at a minimum, the following:

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

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

## Hiring and Recruitment

HBNA's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. HBNA's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- HBNA's Diversity Plan and Community Initiatives;
- HBNA's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Compete Agreements

## Standards of Conduct

HBNA is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is HBNA's mission to provide a professional workplace free from harassment and discrimination for employees. HBNA will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to HBNA's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at HBNA employees or customers also is condemned and will be promptly addressed.

### *Violence and Weapons in the Workplace*

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on HBNA facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

### *At-Will Employment*

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

### *Workplace Attire*

The required attire for registered agents at HBNA varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

## Business Hours

Monday: 8:00 a.m. to 8:00 p. m.

Tuesday: 8:00 a.m. to 8:00 p. m.

Wednesday: 8:00 a.m. to 8:00 p. m.

Thursday: 8:00 a.m. to 8:00 p. m.  
Friday: 8:00 a.m. to 8:00 p. m.  
Saturday: 8:00 a.m. to 8:00 p. m.  
Sunday: 8:00 a.m. to 8:00 p. m.

## Overview of Personnel Policies and Procedures

### Standard Employment Practices

HBNA values the contributions of its management and staff positions. HBNA will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

#### *Advancement*

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

#### *Written Policies*

HBNA 's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. Seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

#### *Investigations*

HBNA will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq.

#### *Designated Outside Counsel*

HBNA may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

## Job Status

### *Job Classifications*

Positions at HBNA are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

### *Work Schedules*

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

### *Mandatory Meetings and Community Service Days*

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping staff, may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meeting and will report to their executive manager.

### *Breaks*

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

### *Performance Reviews*

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

### *Leave Policies*

HBNA leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. HBNA will determine which holidays will be observed and which departments will not be required to work. HBNA will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

HBNA anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

### Disciplinary Policies

#### *Purpose*

HBNA's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of HBNA's discipline policy and procedure have been designed consistent with HBNA's organizational values, best practices, and employment laws.

HBNA reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on HBNA's organization.

#### *Procedure*

##### *Step 1: Counseling and Verbal Warning*

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.



### Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, HBNA recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

### Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

### Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, HBNA will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, HBNA reserves the right to

combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between HBNA and its employees.

#### *Appeal Process*

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

#### *Performance and Conduct Issues Not Subject to Progressive Discipline*

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

#### *Documentation*

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

#### *Zero Tolerance Policy for certain offenses*

Notwithstanding the above general policy on termination, HBNA has a zero tolerance and will immediately dismiss any agent that is found to have:

- Diverted marijuana;
- Engaged in an unsafe practice; or
- Been convicted (or entered a guilty plea) for a felony charge of distribution of a drug to a minor.

## Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from HBNA, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

### *Types of Separation*

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with HBNA. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of HBNA to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination

Employees of HBNA are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

*Exit Interview*

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

*Return of Property*

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

*Termination of Benefits*

An employee separating from HBNA is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

*Health Insurance*

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

*Rehire*

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

## Compensation

As an employer, HBNA believes that it is in the best interest of both the organization and HBNA's employees to fairly compensate its workforce for the value of the work provided. It is HBNA's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent, but also to provide its employees with a "living wage" for the area in which we live. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice.

### *Selection Criteria*

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at HBNA, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### *Responsibilities*

The executive management team will give final approval for the compensation system that will be used by HBNA.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

### *Management Responsibility*

1. The CEO is charged with ensuring that HBNA is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.

3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

## Agent Background Checks

- In addition to completing the CCC's agent registration process, all agents hired to work for HBNA will undergo a detailed background investigation prior to being granted access to a HBNA facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for HBNA pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), HBNA will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, HBNA will:
  - a. Comply with all guidance provided by the CCC and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, HBNA will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and

- x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, HBNA will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
  - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by HBNA along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the CCC.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the CCC.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by HBNA or the CCC.

## Staffing Plan and Records

- In addition to completing the CCC's agent registration process, all agents hired to work for HBNA will undergo a detailed background investigation prior to being granted access to a HBNA facility or beginning work duties.

Background checks will be

## Alcohol, smoke and drug-free workplace policy

HBNA will strive to maintain a safe, healthy and efficient environment, which enhances the welfare of our customers, employees and visitors. To that end, impairment from drugs or alcohol while on the job, and on-the-job use, possession, theft, or sale of drugs or alcohol, is prohibited, and HBNA has adopted the following policy:

### Definitions:

1. "Under the influence" means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner.
2. "Legal Drug" includes prescribed drugs and over-the-counter drugs that have been legally obtained and are being used pursuant to a valid prescription for the purpose for which they were prescribed or manufactured.
3. "Illegal Drug" means any drug (a) which is not legally obtainable, or (b) which is legally obtainable but has not been legally obtained. This term includes prescribed drugs not being used for prescribed purposes.

### Alcohol

Being under the influence or in possession of an unsealed container of an alcoholic beverage by any employee while performing HBNA business or while in a HBNA facility/property is prohibited. Under no circumstances should any employee, contractor, or agent of HBNA be impaired when arriving to work. No alcohol shall be served on HBNA property.

### Legal Drugs

Employees are permitted to take valid prescriptions and over-the-counter medications consistent with appropriate medical treatment plans while performing HBNA business. When the prescribed or over-the-counter drug therapies affect the employee's job performance, safety or the efficient operation of HBNA, a supervisor, or top management should be contacted to perform a fitness for duty evaluation.

### Illegal Drugs

Participating in any way in the use, sale, purchase, transfer or possession of an illegal drug (as defined by Massachusetts State Law) by any employee while on HBNA property is prohibited. The presence in any detectable amount of any illegal drug in an employee or possession of an illegal drug by an employee while performing HBNA business or while on HBNA property is prohibited.

### Disciplinary Action

Violation of this policy may result in a disciplinary action up to and including termination, even for a first offense.

### Drug and Alcohol Screening of Employees

HBNA may request testing of those employees suspected of being under the influence of a drug or alcohol. Drug or Drug Classes to be tested shall include, but are not limited to, alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, or cocaine metabolite, marijuana, opioids, methadone, methaqualone (Quaalude), phencyclidine (PCP), propoxyphene (darvon), oxycontin. This screening will be conducted in the following manner:

1. HBNA must have reasonable cause based on specific, observable facts to believe that the employee's faculties are impaired while on the job or while on HBNA property because of the consumption of alcohol or of drugs.
2. A third party service provider collects the specimen. The related documentation is identified numerically and not by the employee's name. The processing of the blood or urine specimen is performed by an outside laboratory. Breath testing for alcohol alone may be conducted on HBNA premises by trained HBNA Staff,



should there be one. If there is none, an outside vendor will be used. Results of the drug or alcohol screen are available only through the head of Human Resources or his/her designee.

3. The employee shall have an opportunity to rebut, explain the test results or to refuse to be tested.

### G. Procedures to be Followed Before Requesting Drug and Alcohol Screening

1. The supervisor/manager who observes or to whom it is reported that an employee may be under the influence of a drug or alcohol should endeavor to confirm the observations or report by establishing that there is reasonable cause for action which is manifested in the employee's behavior or job performance.

2. The supervisor must first consult with Human Resources before initiating questioning about the use or possession. The Supervisor must have another employee present and should limit questioning to that which will determine the employee's general condition.

3. The supervisor must complete the Observation Checklist signed by both the supervisor and witness prior to requesting the employee to be present for an impairment assessment and/ or obtaining of specimen by an outside vendor.

4. If the employee then refuses to be tested, the employee should be asked to sign a refusal form, be informed that a refusal to be tested is considered by HBNA to be the same as a positive result, placed on Administrative Leave without pay and told that, after further investigation, appropriate disciplinary action may be taken, up to and including termination. If the employee refuses to sign the sheet it should be noted on the form. The employee shall be offered transportation home.

5. If consent for testing is provided, the employee should sign a form. Pending return of any test results, the employee should be placed on Administrative Leave without pay and told that depending on the results of the testing, appropriate disciplinary action may be taken once the test results are available, up to and including termination. If the test results are negative the employee will receive back pay for the hours of Administrative Leave. The employee shall be offered transportation home.

6. At the point that the employee has been placed on leave or suspended to await the results of the tests or because the employee has refused testing, the Human Resources Manager or his/her designee shall assume responsibility for the further direction of the incident. Additionally, reporting to specific regulatory agencies including the CCC, may be required.

7. In the interests of maintaining confidentiality, management must limit the release of information regarding the application of this policy to those with a need to know, such as persons participating in an investigation or other action taken pursuant to this policy. Nothing in this policy may be construed as a promise or guarantee of confidentiality.

### H. Relationship to Employee Assistance Program (EAP)

HBNA will maintain a relationship with an outside Employee Assistance Program (EAP) which will provide confidential help to employees who suffer from alcohol or drug use and other personal/emotional problems.

However, it is the responsibility of each employee to seek assistance from the EAP before alcohol and drug problems lead to disciplinary action which can include termination for a first offense. Once a violation of this

policy occurs, subsequent use of the EAP on a voluntary basis will not necessarily lessen disciplinary action and may have no bearing on the determination of appropriate disciplinary action.

Should an employee choose to make known his/her decision to seek prior assistance from the EAP, this fact will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. On the other hand, using the EAP will not be a defense to the imposition of disciplinary action where facts proving a violation of this policy are obtained outside of the EAP.

Accordingly, the purposes and practices of this policy and the EAP are not in conflict and are distinctly separate in their applications.

### I. Rehabilitation

Employees may on their own volition admit to a drug or alcohol problem before job performance is affected and may be eligible to take an FMLA leave.

### J. Involvement of Law Enforcement Agencies/Licensing Agencies

The use, sale, purchase, transfer, theft or possession of an illegal drug is a violation of the law. HBNA will refer illegal drug activities to law enforcement and licensing and credentialing agencies when appropriate.

Additionally, HBNA will make other appropriate notification to licensing agencies as required for any drug or alcohol related impairment. All referrals will be made with notification to Senior Management.

## Zero Tolerance Policy (per 935 CMR 500.105(1))

HBNA has a zero tolerance and will immediately dismiss any agent that is found to have:

- Diverted marijuana;
- Engaged in an unsafe practice; or
- Been convicted (or entered a guilty plea) for a felony charge of distribution of a drug to a minor.

Per 935 CMR 500.105(1)

# Recordkeeping Procedures

## General Overview

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

## Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - CCC Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;

- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with HBNA, including members, if any.
- Personnel Records: At a minimum will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with HBNA and will include, at a minimum, the following:
    - All materials submitted to the CCC pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - HBNA will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - HBNA will use [POS Software] to maintain real-time inventory. [POS Software] inventory reporting meets the requirements specified by the CCC and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
  - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
  - Within ten (10) calendar days, HBNA will provide written notice to the CCC of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident,

the investigation, the findings, resolution (if any), confirmation that the Police Department and CCC were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by HBNA for no less than one year or the duration of an open investigation, whichever is longer, and made available to the CCC and law enforcement authorities upon request.

- Visitor Records
  - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, HBNA will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two HBNA agents present during the disposal or handling, with their signatures. HBNA will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the CCC.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the CCC upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the CCC upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
  - HBNA will retain all shipping manifests for a minimum of one (1) year and make them available to the CCC upon request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
  - In the event HBNA closes, all records will be kept for at least two (2) years at HBNA's expense in a form (electronic, hard copies, etc.) and location acceptable to the CCC. In addition, HBNA will communicate with the CCC during the closure process and accommodate any additional requests the CCC or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to HBNA's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
  - Security measures in compliance with 935 CMR 500.110;
  - Agent security policies, including personal safety and crime prevention techniques;
  - A description of HBNA's hours of operation and after-hours contact information, which will be provided to the CCC, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;

- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported the Police Department and to the CCC;
  - Engaged in unsafe practices with regard to HBNA operations, which will be reported to the CCC; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of HBNA, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on HBNA's website.
- Policies and procedures for the handling of cash on HBNA premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

## Record-Retention

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

# Maintaining of Financial Records

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the CCC may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the CCC, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the CCC upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the CCC and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the CCC's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the CCC's regulations.

# QUALIFICATIONS AND TRAINING

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

## QUALIFICATIONS

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

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

## TRAINING

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As required by 935 CMR 500.105(2), and prior to performing job functions, each of HBNA’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after Sept 1, 2019, all of HBNA’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the CCC to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. HBNA’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. HBNA’s owners, managers, and employees will then successfully complete the program once every year thereafter. HBNA will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. HBNA’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the CCC and any other state licensing authority upon request.



As part of the Responsible Vendor program, HBNA's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the CCC to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.

# Diversity Plan

Holland Brands NA, LLC (“HBNA”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

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

## GOALS:

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

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

## PROGRAMS:

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

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

## MEASUREMENTS:

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

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

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

## ACKNOWLEDGEMENTS:

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- HBNA acknowledges, is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Moreover, none of the above actions or programs will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.