



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283962
Original Issued Date: 05/21/2025
Issued Date: 05/21/2025
Expiration Date: 05/21/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: HOLBROOK GROW LLC

Phone Number: 617-792-5644
Email Address: kobieevans@gmail.com

Business Address 1: 1 Mear Rd
Business City: Holbrook
Business State: MA
Business Zip Code: 02343
Business Address 2:
Mailing Address 1: 398 Columbus Ave
Mailing City: Boston
Mailing State: MA
Mailing Zip Code: 02116
Mailing Address 2: Suite 148

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Economic Empowerment Priority
Economic Empowerment Applicant Certification Number: EE201868
RMD Priority Certification Number:

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100
Percentage Of Control: 100

Role: Owner / Partner	Other Role:	
First Name: Kobie	Last Name: Evans	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Kobie	Last Name: Evans	Suffix:
Marijuana Establishment Name: Pure Oasis LLC (MR284576)	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 2

First Name: Kobie	Last Name: Evans	Suffix:
Marijuana Establishment Name: Onyx Grow LLC (MC281343)	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Holliston	Marijuana Establishment State: MA	

Individual 3

First Name: Kobie	Last Name: Evans	Suffix:
Marijuana Establishment Name: Onyx Grow LLC (MP281480)	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 4

First Name: Kobie	Last Name: Evans	Suffix:
Marijuana Establishment Name: Pure Oasis LLC (PDO103569)	Business Type: Other	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 5

First Name: Kobie	Last Name: Evans	Suffix:
Marijuana Establishment Name: Pure Oasis LLC (MR281352)	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 6

First Name: Kobie	Last Name: Evans	Suffix:
Marijuana Establishment Name: Pure Oasis LLC (MR284645)	Business Type: Marijuana Retailer	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Mear Rd

Establishment Address 2:

Establishment City: Holbrook

Establishment Zip Code: 02343

Approximate square footage of the Establishment: 30000

How many abutters does this property have?: 50

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft

Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Untitled document.pdf	pdf	674e00e3e8b78900086a5c92	12/02/2024
Community Outreach Meeting Documentation	Attachment A_Patriot Ledger Tear Sheet 11.29.24.pdf	pdf	67744803e5a906000853f8e6	12/31/2024
Community Outreach Meeting Documentation	Attachment B_Holbrook Town Clerk_11.26.24.pdf	pdf	6774480ee5a906000853f900	12/31/2024
Community Outreach Meeting Documentation	Attachment C_Holbrook Redacted Notices 12.6.24.pdf	pdf	67744825e5a906000853f914	12/31/2024
Community Outreach Meeting Documentation	04.09.20_Form_COM_Attestation.pdf	pdf	677448d16c56540008484637	12/31/2024
Executed HCA	MODEL HCA-HOLBROOK GROW-MC283962 dates included.pdf	pdf	67857aa89671eda534b553b7	01/13/2025

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	Haley House letter for Holbrook Grow LLC.docx (1).pdf	pdf	67ab88082cd2ec22829d5487	02/11/2025
Plan for Positive Impact	Holbrook Grow LLC.pdf	pdf	67ab89dd2cd2ec22829d5957	02/11/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Kobie

Last Name: Evans

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
Department of Unemployment Assistance - Certificate of Good standing	UI Letter Holbrook.pdf	pdf	67642212b0d05800075fa670	12/19/2024
Articles of Organization	Holbrook CorpSearchViewPDF.pdf	pdf	676422eab0d05800075fa696	12/19/2024
Department of Revenue - Certificate of Good standing	Holbrook LGS Mass DOR.pdf	pdf	6766e9ccb0d058000761cecd	12/21/2024
Secretary of Commonwealth - Certificate of Good Standing	Holbrook Good Standing Mass Corp-compressed.pdf	pdf	677402f8e5a9060008537d0a	12/31/2024
Bylaws	Holbrook Grow LLC-OperatingAgreement.pdf	pdf	67829fbf6bb92815d08df4d9	01/11/2025

No documents uploaded

Massachusetts Business Identification Number: 001833519

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Insurance.pdf	pdf	674e0223b92cff0008974b94	12/02/2024
Proposed Timeline	Proposed Timeline Holbrook.pdf	pdf	6764261cbbe3740008d23d36	12/19/2024
Operating Agreement or Articles of Incorporation	Holbrook Grow LLC-OperatingAgreement.pdf	pdf	6782a4eb6bb92815d08dfa56	01/11/2025
Capitalization Table	Holbrook Grow LLC Cap Table.pdf	pdf	6782a5df6bb92815d08dfa85	01/11/2025
Business Plan	Untitled document.pdf	pdf	67857e4d6bb92815d08fc822	01/13/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Quality control and testing	Quality Control and Testing.pdf	pdf	67642690bbe3740008d23dc2	12/19/2024
Inventory procedures	Inventory Procedures.pdf	pdf	676426babbe3740008d23ef9	12/19/2024
Record Keeping procedures	Recordkeeping Policy.pdf	pdf	676426d1bbe3740008d23f13	12/19/2024

Storage of marijuana	Storage of Marijuana.pdf	pdf	67642705b0d05800075fa9a0	12/19/2024
Transportation of marijuana	Transporation Procedures.pdf	pdf	6764271db0d05800075fa9b4	12/19/2024
Security plan	Security Policies and Procedures.pdf	pdf	67642985bbe3740008d2423d	12/19/2024
Personnel policies including background checks	Personnel Policies and Procedures.pdf	pdf	67642a2dbbe3740008d243dc	12/19/2024
Qualifications and training	Staffing Plan, Business Hours, and Hiring Plans.pdf	pdf	67642a51b0d05800075fb174	12/19/2024
Restricting Access to age 21 and older	Plan for Restricting Access to people under 21.docx.pdf	pdf	67643c64bbe3740008d26220	12/19/2024
Maintaining of financial records	Maintaining of financial records.docx.pdf	pdf	67643fb2bbe3740008d26965	12/19/2024
Prevention of diversion	Plan for Prevention of Diversion.pdf	pdf	6766ead7bbe3740008d457ae	12/21/2024
Diversity plan	Holbrook Diversity Plan.pdf	pdf	6766ec0eb0d058000761cf52	12/21/2024
Energy Compliance Plan	Holbrook Energy Efficiency and Conservation Polic.pdf	pdf	677409b7e5a90600085388f1	12/31/2024
Policies and Procedures for cultivating.	Cultivation Operating Procedures.pdf	pdf	6782aeba9671eda534b37b8a	01/11/2025
Dispensing procedures	Dispensing.pdf	pdf	6782b1589671eda534b37ce9	01/11/2025
Security plan	Security Policies and Procedures.pdf	pdf	679baa0507039dd28602d970	01/30/2025

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 - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 6:00 PM
Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

Holbrook Grow LLC Plan to Remain Compliant with Local Zoning

Holbrook Grow LLC will remain compliant at all times with the local zoning requirements set forth in Holbrook's Zoning Bylaws.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

Holbrook Grow LLC has or will apply for any other local permits required to operate a Marijuana Cultivation Establishment at the proposed location. Holbrook Grow LLC will comply with all conditions and standards set forth in any local permit required to operate at the proposed location.

Holbrook Grow LLC will meet regularly with Holbrook's Zoning Board to ensure that we are compliant with all Zoning Ordinances going forward. Holbrook Grow LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that we remain compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Public Notices

EGAN MATTER
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO24P3163PM
CITATION GIVING
NOTICE OF PETITION
FOR APPOINTMENT OF
CONSERVATOR OR
OTHER PROTECTIVE
ORDER PURSUANT TO
G.L. c. 190B, §5-304 & §5-405
In the matter of: Evelyn Egan
Of: Quincy, MA
RESPONDENT
(Person to be Protected/Minor)

To the named Respondent and all other interested persons, a petition has been filed by South Shore Elder Services, Inc. of Braintree MA in the above captioned matter alleging that Evelyn Egan is in need of a Conservator or other protective order and requesting that Thomas Sonia of Whitman, MA (or some other suitable person) be appointed as Conservator to serve With Surety on the bond.

The petition asks the court to determine that the Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed conservator is appropriate. The petition is on file with this court.

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 12/26/2024. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

WITNESS, Hon. Lee M. Peterson, First Justice of this Court.
Date: November 20, 2024
Colleen M Brierley
Register of Probate
AD# 10793958
PL 11/29/2024

GORDON
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO24P3177EA
CITATION ON PETITION
FOR FORMAL
ADJUDICATION

Estate of: Roberta Cohen Gordon
Also known as: Roberta M.

Public Notices

Gordon
Date of Death: 01/11/2023
To all interested persons:
A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Jeffery Gordon of Tampa FL requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.
The Petitioner requests that: Jeffery Gordon of Tampa FL be appointed as Personal Representative of said estate to serve Without Surety on the bond in unsupervised administration.
IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 12/26/2024.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Lee M. Peterson, First Justice of this Court.

Date: November 22, 2024
Colleen M Brierley
Register of Probate

#10803081
PL 11/29/24

WEYMOUTH
LEGAL NOTICE
PUBLIC NOTICE

Pursuant to 33 U.S.C. 1341 and M.G.L. c. 21 §43, notice is given of a 401 Water Quality Certification application for the Weymouth Neck Infrastructure Improvement Project ("Project"). The applicant is the Town of Weymouth, 75 Middle Street, Weymouth, MA 02189. The Project goal is to increase coastal resiliency of critical coastal infrastructure that is vulnerable to flooding and exposure via coastal processes near Weymouth Fore River. The Project entails the reconstruction and improvement of approximately 2,400 linear feet (LF) of concrete seawall and revetment along Fort Point Road and 540 LF of concrete seawall at George Lane Beach, with an increase in seawall height of approximately 1.5 feet (FT) to elevation 12 NAVD 88. Additionally, the Project includes replacement and upsizing of the existing stormwater drainage system to provide additional treatment, reduce flooding and improve stormwater quality.

Public Notices

The Project also incorporates a natural sand berm at George Lane Beach.
Additional information may be obtained from the applicant's agent - Tighe & Bond, Inc. c/o Briony Angus, Senior Consultant, 1 University Ave., Westwood, MA 02090 (413-875-1302).
Written comments should be addressed within 21 days of this notice to: Massachusetts Department of Environmental Protection, Division of Wetlands and Waterways, 1 Winter Street, Boston, MA 02108.

Any group of ten persons, any aggrieved person, or any governmental body or private organization with a mandate to protect the environment who submits written comments may appeal the Department's Certification. Failure to submit written comments before the end of the public comment period may result in the waiver of any right to an adjudicatory hearing.

#10800520
PL 11/29/24

1 Mear Rd. Holbrook
LEGAL NOTICE
NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Holbrook Grow, LLC will hold a Community Outreach Meeting on December 23, 2024 at 6:00 PM at The Brook Kitchen & Tap at 200 S Franklin St in Holbrook to discuss the operation of an adult-use marijuana cultivation and product manufacturing facility at 1 Mear Road, Holbrook, MA 02343.

This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

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

AD#10804557
PL 11/29/2024

KURLITIS ESTATE
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO11P1278EA
CITATION ON PETITION
FOR
FORMAL APPOINTMENT
OF SUCCESSOR
PERSONAL
REPRESENTATIVE

Estate of: Pauline E Kurlitis
Date of Death: 01/26/2011

To all interested persons: A Petition has been filed by: Elaine J Campanella of Holbrook, MA requesting that the Court enter a formal Decree and Order that Elaine J Campanella of Holbrook, MA be appointed as Successor Personal Representative(s) of said estate to serve Without Surety on the bond and for such other relief as requested in the Petition.

You have the right to obtain a copy of the Petition from

Public Notices

the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on 12/26/2024. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

The estate is being administered under formal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but recipients are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration.

WITNESS, Hon. Lee M. Peterson, First Justice of this Court.
Date: November 19, 2024
Colleen M Brierley
Register of Probate
AD# 10798992
PL 11/29/2024

Route 44 Development
Amendment
LEGAL NOTICE
Public Hearing Notice

In accordance with the provisions of the Town of Carver Zoning by Law, the Carver Planning Board will hold a public hearing on

December 10, 2024
at 7:00 PM

In the Carver Town Hall,
Meeting Room #1

On the application of Route 44 Development, LLC, requesting an amendment for a previously approved Definitive Subdivision entitled "Definitive Subdivision Plan for Route 44 Development, LLC Route 44 Commerce Park" pursuant to the Carver Subdivision Control by Law, for property located at off Green Park Way (formerly known as Montello Street) Assessors Map 20, Lots 2, 2-1 & 14 and Map 22, Lots 3, 3A, 3B, 3C, 3-1, 4, 5A, 10, 10-1 & 11 in Carver, MA showing 4 proposed non-residential lots in the Green Business Park (GBP) District.

The applicant is also seeking Special Permits under §290-3.8.2 "Erosion Control" Subsection A, Subsection B, and Subsection C.

Any persons interested and wishing to be heard should appear at the time and place designated. A copy of the plan is on file at the Town Clerk's office and may be reviewed during normal business hours.

Carver Planning Board
Kevin Robinson, Chair

#10783346
PL 11/22, 11/29/24

416-434 PLYMOUTH ST
LEGAL NOTICE
NOTICE OF AN ACTIVITY
AND USE LIMITATION
COMMERCIAL PROPERTY
416-434 PLYMOUTH ST,
HALIFAX, MA
RTN 4-0027532

A release of oil and/or hazardous materials has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR

Public Notices

40.0000. On November 25, 2024, HALIFAX PARK PLAZA, LLC recorded with the Plymouth County Registry of Deeds, a NOTICE OF ACTIVITY AND USE LIMITATION on the disposal site, pursuant to 310 CMR 40.1070 through 40.1080.

The NOTICE OF ACTIVITY AND USE LIMITATION will limit the following site activities and uses on the above property:

- Use as a residence;
- Gardening of agricultural crops for human consumption; and
- Excavation associated with construction activities not conducted in accordance with a Soil Management Plan and a Health and Safety Plan;

Any person interested in obtaining additional information about the NOTICE OF ACTIVITY AND USE LIMITATION may contact Jeff Mosholder, 11 Edgar Walker Ct, Hingham, MA 02043, 781-424-7028.

The NOTICE OF ACTIVITY AND USE LIMITATION and the disposal site file can be viewed at MassDEP website using Release Tracking Number (RTN) 4-0027532 at <http://public.dep.state.ma.us/SearchableSites2/Search.aspx> or at MassDEP, SE REGIONAL OFFICE 20 Riverside Dr, Lakeville, MA 02347, 508-946-2700.

AD# 10802954
PL 11/29/2024

SHERLOCK ESTATE
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO24P3175EA
CITATION ON PETITION
FOR FORMAL ADJUDICATION

Estate of: Edward L. Sherlock
Also known as: Edward Leo Sherlock; Edward L. Sherlock, Jr.
Date of Death: 06/10/2021

To all interested persons: A Petition for Late and Limited Formal Testacy and/ or Appointment has been filed by Teresa M. Pike of Hanover MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Teresa M. Pike of Hanover MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 12/26/2024. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC

Public Notices

in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Lee M. Peterson, First Justice of this Court.
Date: November 22, 2024
Colleen M. Brierley
Register of Probate

AD# 10800719
PL 11/29/2024

VIOLA ESTATE
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO24P3066EA
CITATION ON PETITION
FOR FORMAL ADJUDICATION

Estate of: Louise K Viola
Date of Death: 09/12/2024

To all interested persons: A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Robert F. Viola of Hilton Head Island, SC requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Robert F. Viola of Hilton Head Island, SC be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 12/18/2024. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Lee M. Peterson, First Justice of this Court.
Date: November 12, 2024
Colleen M. Brierley
Register of Probate

AD# 10795465
PL 11/29/2024

Love the house.
Know the neighborhood.
Homes

SELL YOUR CAR
ADOPT A PET
GET A JOB
FIND A HOUSE
BUY A BOAT
FIND A TREASURE
GET A MASSAGE
HIRE A HANDYMAN

Check out the classified section everyday.



Attachment B

From: noreply@civicplus.com
To: [Bridgette Nikisher](#)
Subject: Online Form Submittal: Contact Town Clerk
Date: Tuesday, November 26, 2024 10:29:05 AM
Attachments: [external.png](#)

 External email >

Contact Town Clerk

Your Name	Bridgette Nikisher
Your Email Address	b.nikisher@vicentellp.com
Subject	Notice of Community Outreach Meeting
Message	<p>Hi,</p> <p>I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.</p> <p>I would be appreciative if you are able to kindly confirm receipt.</p> <p>Thank you!</p> <p>Best, Bridgette Nikisher Vicente LLP</p>

Attachments
Files must be less than **2 MB**.

Allowed file types: **txt doc pdf docx jpg gif png**.

Attachment #1	Holbrook Grow, LLC - Community Outreach Notice (December 2024).pdf
Attachment #2	Field not completed.
Attachment #3	Field not completed.

Attachment B

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Holbrook Grow, LLC will hold a Community Outreach Meeting on December 23, 2024 at 6:00 PM at The Brook Kitchen & Tap at 200 S Franklin St in Holbrook to discuss the operation of an adult-use marijuana cultivation and product manufacturing facility at 1 Mear Road, Holbrook, MA 02343.

This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

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

Attachment C

A collage of multiple U.S. Postal Service Certified Mail Receipts. The receipts are arranged in a grid-like fashion, overlapping each other. Each receipt is a green and white form with the heading "U.S. Postal Service® CERTIFIED MAIL® RECEIPT Domestic Mail Only". Some receipts have red circular postmarks with dates like "DEC 06 2021" and "DEC 06 2024". There are several large black rectangular redaction boxes covering parts of the receipts, particularly the central and lower-middle sections. The receipts also contain fields for "Certified Mail Fee", "Extra Services & Fees", and "Postmark Here". The bottom of each receipt includes the text "PS Form 3800, January 2023" and "See Reverse for Instructions".

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 12/23/2024
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 11/29/24

b. Name of publication: The Patriot

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

a. Date notice filed: 11/26/24

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

a. Date notice(s) mailed: 12/6/2024

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



Name of applicant:

Holbrook Grow LLC

Name of applicant's authorized representative:

Kobie Evans

Signature of applicant's authorized representative:

Kobie Evans



Holbrook Grow LLC

Positive Impact Plan

Our Positive Impact Plan (PIP) is developed to align with the Massachusetts Cannabis Control Commission's (CCC) guidelines and includes a commitment to donate \$50,000 annually to Haley House's reentry programs. It involves several key components.

1. Executive Summary Holbrook Grow LLC is dedicated to contributing positively to communities disproportionately affected by previous marijuana laws. We commit to donating \$50,000 annually to Haley House, a Boston-based nonprofit that uses food with purpose and the power of community to break down barriers between people, empower individuals, and strengthen neighborhoods; **specifically Census Tract: 081500.**

2. Goals

- **Financial Support:** Provide \$50,000 annually to Haley House to support their reentry programs, such as the Life Foundations Training (LiFT) program, which offers a safe space and community for those facing barriers after incarceration.
- **Community Engagement:** Collaborate with Haley House to understand and support their initiatives, fostering a deeper connection with the community.

3. Program Implementation

- **Annual Donation:** Allocate and disburse \$50,000 each year to Haley House, ensuring funds are directed towards their reentry programs.
- **Partnership Development:** Establish a formal partnership with Haley House to identify additional support opportunities, such as volunteer work or joint community events.

4. Measurement of Success

- **Financial Tracking:** Maintain records of annual donations to ensure the \$50,000 commitment is fulfilled each year.
- **Program Impact Assessment:** Work with Haley House to receive annual reports on how the funds have been utilized and the outcomes achieved, such as the number of individuals served through the LiFT program.

5. Community Outreach

- **Awareness Campaigns:** Promote Haley House's reentry programs through our marketing channels to raise awareness and encourage community involvement.

- **Employee Engagement:** Encourage our employees to participate in Haley House's volunteer opportunities, fostering a culture of community service within our organization.

6. Compliance and Reporting

- **Regulatory Adherence:** Ensure all activities comply with the CCC's regulations regarding Positive Impact Plans.
- **Annual Reporting:** Submit detailed reports to the CCC outlining our contributions and their impact, including testimonials or data provided by Haley House.

By implementing this Positive Impact Plan, we aim to support Haley House's mission and contribute to the well-being and empowerment of individuals reentering society after incarceration.

Holbrook Grow LLC will adhere to the requirements outlined in 935 CMR 500.105(4), which specifies the permitted and prohibited advertising, branding, marketing, and sponsorship practices for Marijuana Establishments.

Any actions taken or programs instituted by Holbrook Grow LLC will not violate the Commission's regulations regarding limitations on ownership or control or any other applicable state laws.

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:	001833519	(number will be assigned)
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1. The exact name of the limited liability company is:

HOLBROOK GROW LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street:	398 COLUMBUS AVE		
Address 2:	SUITE 148		
City or town:	BOSTON	State:	MA
		Zip code:	02116
Country:	UNITED STATES		

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

THE LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name:	KOBIE EVANS		
Number and street:	398 COLUMBUS AVE		
Address 2:	SUITE 148		
City or town:	BOSTON	State:	MA
		Zip code:	02116

I KOBIE EVANS,

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	Name	Address
MANAGER	KOBIE EVANS	398 COLUMBUS AVENUE BOSTON, MA 02116 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	Name	Address
SOC SIGNATORY	KOBIE EVANS	398 COLUMBUS AVE BOSTON, MA 02116 USA

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

Title	Name	Address
REAL PROPERTY	KOBIE EVANS	398 COLUMBUS AVE BOSTON, MA 02116 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of August, 2024,

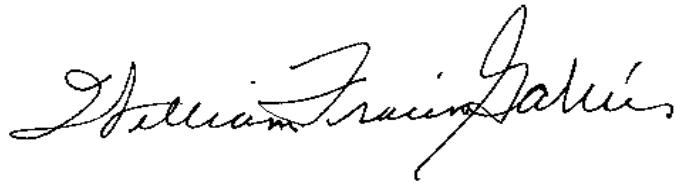
KOBIE EVANS

, Signature of Authorized Signatory.

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:

August 18, 2024 10:18 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



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1226126752
Notice Date: December 17, 2024
Case ID: 0-002-728-802



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HOLBROOK GROW LLC
398 COLUMBUS AVE STE 148
BOSTON MA 02116-6008

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HOLBROOK GROW 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

December 18, 2024

TO WHOM IT MAY CONCERN:

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

HOLBROOK GROW LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 18, 2024.**

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: **KOBIE EVANS**

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

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **KOBIE EVANS**



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

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

HOLBROOK GROW LLC

A Member-Managed Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective March 30th 2023, by and among: Kobie Evans (collectively referred to in this agreement as the "Members").

SECTION 1

THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective March 30th 2023, the Members form a limited liability company under the name Holbrook GROW, L.L.C. (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Massachusetts (the "Act"). The Members agree to file with the appropriate agency within the State of Massachusetts charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Holbrook GROW L.L.C., or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Massachusetts.

1.4 *Office.* The Company will maintain its principal business office within the State of Massachusetts at the following address: 398 Columbus Ave Suite 148 Boston MA 02116.

1.5 *Term.* The term of the Company commences on March 30, 2023 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.6 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.7 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

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

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior

written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will

receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the

appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are

then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up*. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 *Amendments*. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law*. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Massachusetts (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification*. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees*. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), each of the parties hereto hereby irrevocably waives any and all right to trial by Jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby. The prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect*. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability*. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions*. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices*. All notices required to be given by this Agreement will be in writing or via email and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

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

MEMBERS:

Kobie Evans

Kobie Evans

June 1, 2024

Date

Listing of Members - Schedule 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Holbrook GROW L.L.C.

LISTING OF MEMBERS

As of the 30th day of March 2023 the following is a list of Members of the Company:

NAME	ADDRESS
Kobie Evans	398 Columbus Ave Suite 148 Boston MA 02116

Authorized by Member(s) to provide Member Listing

<i>Kobie Evans</i>	June 1, 2024
Kobie Evans	Date

Listing of Capital Contributions - Schedule 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Holbrook GROW L.L.C.
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$100. The description and each individual portion of this initial contribution is as follows:

NAME	CONTRIBUTION	% OWNERSHIP
Kobie Evans	\$100	100%

SIGNED AND AGREED

Kobie Evans

Kobie Evans

June 1, 2024

Date

Listing of Valuation of Members Interest - Schedule 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR HOLBROOK GROW L.L.C.

VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
Kobie Evans	\$100

SIGNED AND AGREED

Kobie Evans

Date

Plan for Obtaining Insurance

Holbrook Grow LLC will obtain and maintain general liability insurance in compliance with 935 CMR 500.105(10). Coverage will be 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 shall be no higher than \$5,000 per occurrence.

Holbrook Grow LLC

Business Plan

Executive Summary

Holbrook Grow LLC is a premium cannabis cultivation facility rooted in community values. We are committed to producing high-quality, sustainable, and responsibly grown cannabis to meet the demands of both recreational and medical markets. Our mission is to empower the community by fostering local partnerships, providing job opportunities, and supporting education about cannabis cultivation and responsible use.

Company Description

- **Business Name:** Holbrook Grow LLC
- **Location:** 1 Mear Road Holbrook, MA
- **Legal Status:** LLC
- **Founding Year:** 2024
- **Core Values:** Sustainability, quality, innovation, community engagement

We specialize in growing premium cannabis strains that are tailored for their therapeutic and recreational benefits. Our focus on organic methods and energy-efficient practices positions us as a leader in sustainable cultivation.

Massachusetts Cannabis Market Overview

The Massachusetts cannabis market has witnessed remarkable growth and transformation since the legalization of recreational marijuana in 2016. As a trailblazer on the East Coast, Massachusetts has established itself as a benchmark for regulated cannabis industries across the region. The state's Cannabis Control Commission (CCC) has implemented a comprehensive and evolving regulatory framework that prioritizes consumer safety, social equity, and environmental sustainability.

Target Market

1. **Recreational Users:** Adults (21+) who prioritize premium, locally sourced products.
2. **Dispensaries:** Partnering with dispensaries to supply consistent, top-tier flower.

Competitive Analysis

Our differentiation lies in:

- Local roots
- Organic cultivation methods
- Exclusive strains developed in-house
- Transparent community involvement
- Product Market fit

Products and Services

Core Products:

1. **Premium Flower:** Strains customized for potency, aroma, and therapeutic effects.
2. **Concentrates:** High-quality extracts such as oils, wax, and shatter.
3. **Clones and Seeds:** For home growers and cultivators.
4. **Edibles:** Production of gummies and infused products

Operations Plan

Facility and Equipment

- Location: 1 Mear Road Holbrook, MA
- Equipment: Advanced HVAC systems, LED grow lights, automated watering and nutrient delivery systems

Cultivation Process

1. **Propagation:** Starting with high-quality seeds or clones.
2. **Vegetative Growth:** Optimizing light cycles and nutrients for healthy plants.
3. **Flowering:** Controlled environments to produce dense, resinous buds.
4. **Harvest and Curing:** Ensuring maximum potency and flavor.

Marketing Strategy

Branding

- Emphasize community roots, sustainability, and premium quality.
- Packaging designed for eco-conscious consumers.

Channels

1. Social Media: Engaging content on platforms like Instagram and LinkedIn.
2. Website: A user-friendly site featuring strain information, cultivation insights, and community updates.
3. Partnerships: Collaborating with local dispensaries and wellness centers.

Financial Plan

Revenue Streams

1. Bulk sales to dispensaries
2. Licensing proprietary strains

Startup Costs

- Facility setup: \$150,000
- Licenses and permits: \$45,000
- Equipment: \$200,000

Projected Revenue

Year 1: \$5,000,000

Year 2: \$7,500,000

Year 3: \$9,000,000

Compliance and Legal Considerations

We will maintain strict compliance with local, state, and federal regulations, including:

- Obtaining all necessary licenses and permits
- Implementing seed-to-sale tracking systems
- Meeting packaging and labeling requirements

Community Involvement

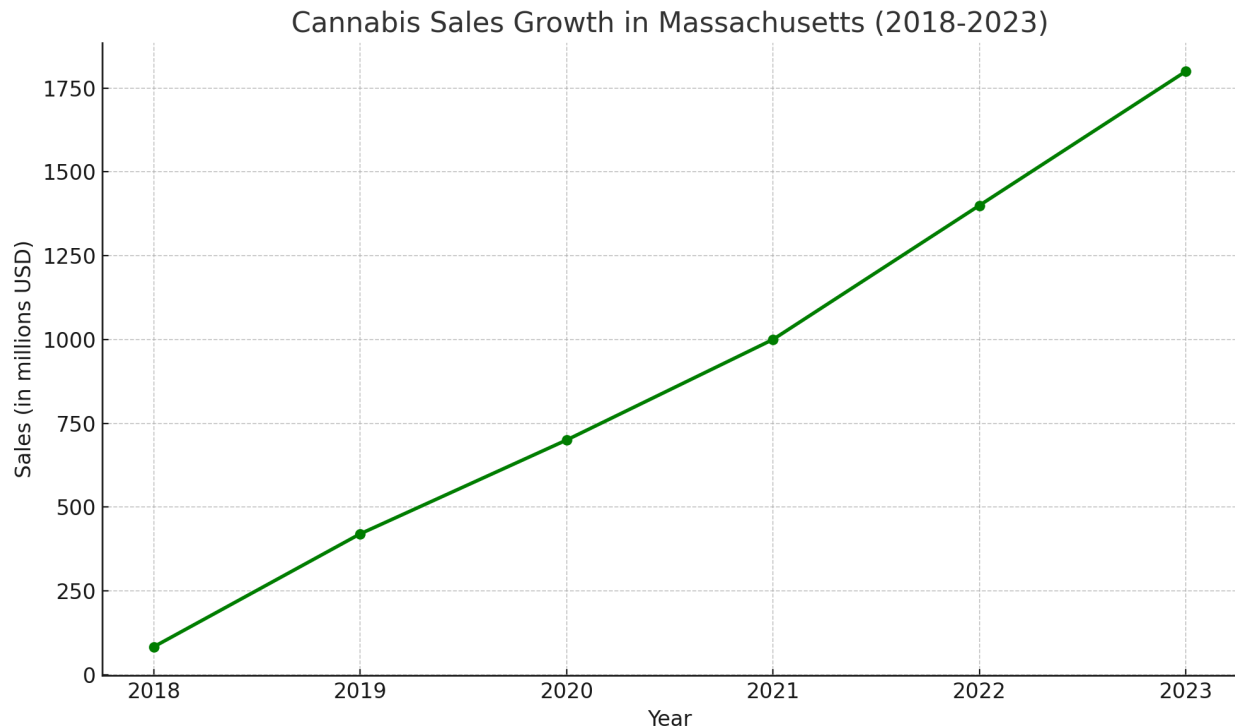
Holbrook Grow LLC will contribute to the community through:

- Employment opportunities for local residents
- Sponsoring community education programs
- Hosting workshops on responsible cannabis use

Market Size and Growth Potential:

- The Massachusetts cannabis market has demonstrated impressive growth, surpassing \$4 billion in total sales since the launch of recreational dispensaries in 2018.
- In 2023 alone, annual cannabis sales exceeded \$1.8 billion, showcasing robust consumer demand and a flourishing market.
- Analysts project continued market expansion fueled by increasing normalization of cannabis use, innovative product offerings, and the entry of new consumers.
- Emerging segments such as cannabis-infused beverages, wellness products, and luxury cannabis experiences are expected to drive future growth.

- Market research indicates that Massachusetts could reach \$2.5 billion in annual sales by 2026, with steady growth driven by both medical and recreational markets.



Consumer Demographics:

- Massachusetts boasts a diverse and progressive population, including millennials, Gen Z consumers, working professionals, and older adults seeking alternative wellness solutions.
- A notable portion of the consumer base prioritizes organic, sustainable, and premium cannabis products, reflecting broader health and wellness trends.
- Edibles, concentrates, pre-rolls, and premium Flower continue to dominate sales, with growing interest in microdose products and non-traditional consumption methods.
- Tourists visiting Massachusetts also contribute to cannabis sales, especially in urban centers like Boston and emerging markets in smaller towns.

Competitive Landscape:

- The Massachusetts cannabis market is characterized by intense competition among vertically integrated multi-state operators (MSOs), local independent cultivators, and craft brands.

- The state's social equity programs aim to create an inclusive industry by providing support and resources to entrepreneurs from communities disproportionately affected by past cannabis prohibition.
- While the market offers significant opportunities, businesses must navigate challenges such as price compression, high compliance costs, and evolving regulatory requirements.
- Strategic partnerships, brand differentiation, and a focus on quality and sustainability are key to standing out in this competitive environment.

Opportunities and Challenges:

- Expansion into underserved regions and the introduction of innovative product lines represent significant growth opportunities for cannabis businesses in Massachusetts.
- Holbrook Grow LLC is uniquely positioned to capitalize on market trends by delivering high-quality, community-focused cannabis products.
- Key challenges include adapting to regulatory changes, managing operational expenses, and mitigating market saturation in densely populated areas.
- Holbrook Grow LLC's strategic commitment to sustainable cultivation practices and premium product offerings ensures resilience and growth in the evolving market landscape.

Holbrook Grow LLC is poised to thrive in Massachusetts' dynamic cannabis industry by leveraging its community roots, commitment to quality, and innovative growth strategies.

Leadership

Kobie Evans, Founder of Holbrook Grow LLC, is a pioneering figure in Massachusetts' cannabis industry. As one of the first African American entrepreneurs to launch a recreational cannabis dispensary in the state, Kobie has been instrumental in advancing social equity and diversity within the industry. In 2020 he and his business partner opened Boston's first Recreational Cannabis Dispensary Pure Oasis. Since then they have opened a 2nd location with a 3rd location currently under construction. He has since branched out on his own to acquire a Cultivation facility under Onyx Grow LLC. His leadership has played a pivotal role in shaping state cannabis policies and advocating for inclusive business practices that empower underrepresented entrepreneurs.

With a deep understanding of the cannabis market, Kobie Evans brings unparalleled insight and experience to Holbrook Grow LLC. His dedication to fostering community engagement and creating economic opportunities has earned him recognition as a trailblazer and thought leader in the cannabis space. Under Kobie's visionary

leadership, Holbrook Grow LLC is committed to cultivating premium products, promoting sustainability, and driving long-term success in the competitive Massachusetts market.

Kobie's industry expertise and steadfast commitment to social responsibility uniquely position Holbrook Grow LLC as a leader in both quality cultivation and equitable industry participation. His strategic vision continues to guide the company in building a trusted, community-centered brand that prioritizes excellence and innovation.

Holbrook Grow LLC
Standard Operating Procedures
Section: Quality Control and Testing Policy and Procedures

1) Purpose:

Holbrook Grow LLC (“Holbrook Grow”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal quality control and testing of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Finished Marijuana Product means a Marijuana Product that is completely manufactured and ready for retail sale and shall include Finished Marijuana that has been separated into individual packages or containers for sale.

Independent Testing Laboratory means a laboratory that is licensed or registered by the Commission and is:

- a) Currently and validly licensed under 935 CMR 500.101, or formerly and validly registered by the Commission;
- b) Accredited to ISO 17025: 2017 or the International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- c) Independent financially from any MTC Marijuana Establishment or Licensee; and
- d) Qualified to test Marijuana and Marijuana Products, including MIPs, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000; and 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).

Holbrook Grow LLC
Standard Operating Procedures
Section:Quality Control and Testing Policy and Procedures

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all quality control and testing in the Marijuana Establishment. Holbrook Grow management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Holbrook Grow will comply with the following sanitary requirements:

1. Any Holbrook Grow 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 300.00.
2. Any Holbrook Grow agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
3. Maintaining adequate personal cleanliness; and
4. 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.
5. Holbrook Grow'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 Holbrook Grow'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.
6. Holbrook Grow's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
7. Holbrook Grow 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;
8. Holbrook Grow's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
9. Holbrook Grow's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
10. Holbrook Grow's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
11. Holbrook Grow 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

Holbrook Grow LLC
Standard Operating Procedures
Section:Quality Control and Testing Policy and Procedures

- labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
12. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require Holbrook Grow to demonstrate the intended and actual use of any toxic items found on the premises;
 13. Holbrook Grow will ensure that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Holbrook Grow's needs;
 14. Holbrook Grow'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 Holbrook Grow. There will be no cross-connections between the potable and wastewater lines;
 15. Holbrook Grow will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 16. Holbrook Grow will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
 17. Holbrook Grow 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.
 18. Holbrook Grow will ensure that Holbrook Grow's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

4) Recalls

1. Holbrook Grow will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products.
2. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Holbrook Grow to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.
3. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

5) Testing of Finished Marijuana Products

Holbrook Grow LLC
Standard Operating Procedures
Section: Quality Control and Testing Policy and Procedures

1. Holbrook Grow will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed.
2. 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 pursuant to 935 CMR 500.160.
3. Testing of Holbrook Grow's marijuana products will be performed by an independent testing lab, an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products ("Protocol").
4. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with all regulatory requirements pursuant to 935 CMR 500.105(13).
5. Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides.
6. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile.
7. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as finished Product tested for Bacteria, fungi, mycotoxins and Cannabinoid profile.
8. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the Protocol.
9. In addition, all Products will be tested in accordance with Commission guidance and orders in place at the time of testing.
10. The sale of seeds is not subject to these testing provisions.
11. Clones are subject to these testing provisions, but are exempt from testing for metals.
12. Single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

6) Responding to Test Results

1. Holbrook Grow will respond to a laboratory result that indicates contaminant levels are above acceptable limits as established in the Protocol by:
 1. notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch; and

Holbrook Grow LLC
Standard Operating Procedures
Section: Quality Control and Testing Policy and Procedures

2. notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
3. The notification will be from both Holbrook Grow and the Independent Testing Laboratory, separately and directly.
4. The notification from Holbrook Grow will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

7) Remediation

1. If Holbrook Grow that receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants, Holbrook Grow will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.
2. Reanalysis by a Second ITL. If Holbrook Grow chooses to reanalyze the sample, a sample from the same batch must be submitted for reanalysis at the ITL that provided the original failed result.
 1. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested must be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test.
 2. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL.
 3. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, Holbrook Grow will dispose of any such product.
3. Remediation. If Holbrook Grow chooses to remediate, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test.
 1. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times.
 2. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees.
 3. Holbrook Grow will dispose of any such product.
4. If Holbrook Grow chooses to dispose of the Marijuana or Marijuana Products, it will be done so in compliance with 935 CMR 500.105(12): *Waste Disposal*.

8) Testing Environmental Media

1. Testing of Holbrook Grow's environmental media will be performed in compliance with any and all requisite regulatory protocols including the Protocol

Holbrook Grow LLC
Standard Operating Procedures
Section:Quality Control and Testing Policy and Procedures

for Sampling and Analysis of Environmental Media for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.

2. Holbrook Grow will test water samples prior to use for cultivation and quarterly thereafter as required.
3. Solid growing media will be tested prior to use and each time a new source is used.
4. Cultivation soil/solids – in place soils (i.e., ground, beds, containers) will be tested annually.
5. Cultivation soil/solids – amended soils will be tested during quarter, when soil amended, and annually thereafter.

9) Testing Records and Expiration

1. Holbrook Grow will maintain the results of all testing for no less than one year.
2. Test results will be kept by the Director of Operations, who will be responsible for reviewing all marijuana and marijuana product test results prior to wholesale.
3. Testing results shall be valid for a period of one year.
4. Marijuana or Marijuana Products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.

10) References

[935 CMR 500.000: Adult Use of Marijuana](#)
[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)
[Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.](#)
[Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries](#)

Holbrook Grow LLC
Standard Operating Procedures
Section:Recordkeeping Policy

1) Purpose:

Holbrook Grow LLC (“Holbrook Grow”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for safe, orderly, and legal recordkeeping.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant

Holbrook Grow LLC
Standard Operating Procedures
Section: Recordkeeping Policy

or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 500.002.

Quality Control Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

Seed-to-sale Electronic Tracking System means a system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

Vendor Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

Visitor means an individual, other than a Marijuana Establishment Agent or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000; provided, however, that no such individual shall be younger than 21 years old.

3) Responsibilities:

This SOP applies to all recordkeeping in the Marijuana Establishment. Holbrook Grow management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Holbrook Grow LLC
Standard Operating Procedures
Section:Recordkeeping Policy

Holbrook Grow has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Holbrook Grow documents. Records will be stored at Holbrook Grow in the security office, a locked room designated for record retention. All written records will be available for inspection by the Commission upon request. Holbrook Grow records are only accessible by the Owner and Director of Operations] as necessary as well as Commission staff.

To ensure that Holbrook Grow 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 Holbrook Grow's quarter-end closing procedures. In addition, Holbrook Grow's operating procedures will be updated on an ongoing basis as needed.

4) Recordkeeping

4.1 Corporate Records

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 Contracts
- Commission Requirements:
 - Annual Agent Registration for the first year and Tri-annual thereafter
 - 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
 - Board of Directors Meetings
 - Minutes from Board of Directors Meetings

4.2 Business Records

Holbrook Grow LLC
Standard Operating Procedures
Section: Recordkeeping Policy

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, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Holbrook Grow;
- List of all executives of Holbrook Grow, and members, if any, which must be made available upon request by any individual.

4.3 Personnel Records

At a minimum will include:

1. Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Botanist agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with Holbrook Grow and will include, at a minimum, the following:
 - a. All materials submitted during agent registration;
 - 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; and
 - f. A record of any disciplinary action taken.
 - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

5) Marijuana and Other Records

5.1 Handling and Testing Records

1. Holbrook Grow will maintain the results of all testing for a minimum of one (1) year.

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5.2 Inventory Records

1. 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.
2. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

5.3 Seed-To-Sale Tracking Records

1. Holbrook Grow will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. Holbrook Grow's Tracking System, METRC will integrate with the Metrc system and update records in real-time.

5.4 Incident Reporting Records

1. Within ten (10) calendar days, Holbrook Grow will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information.
2. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Holbrook Grow for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

5.5 Visitor Records

1. A visitor sign-in and sign-out record will be maintained in the security office.
2. 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.
3. The visitor log will be audited daily by the security guard.

5.6 Waste Disposal Records

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1. When marijuana or marijuana products are disposed or handled, Holbrook Grow will create and maintain an electric 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 Holbrook Grow agents present during the disposal or handling, with their signatures.
2. Holbrook Grow will keep disposal records for at least 3 years.
3. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

5.7 Security Records

1. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

5.8 Transportation Records

1. Holbrook Grow will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

5.9 Agent Training Records

1. Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training 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).

6) Closure

1. In the event Holbrook Grow closes, all records will be kept for at least 2 years at Holbrook Grow's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.
2. In addition, Holbrook Grow will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

7) Vendor Sample Recordkeeping

1. All Vendor Samples provided by Holbrook Grow under 935 CMR 500.130(7) will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission and shall further be designated as "Vendor Sample".

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8) Quality Control Sample Recordkeeping

1. All Quality Control Samples provided under 935 CMR 500.130(8) will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

9) Record Retention

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

10) Inventory and Transfer

1. Holbrook Grow will enter all Products into Metrc and accurately report the physical location of the Products within the same business day.
2. Holbrook Grow may Transfer product to an MTC; and an MTC may Transfer product to a Holbrook Grow as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3.
3. Such Transfers cannot violate provisions protecting patient supply under 935 CMR 500.140(15): *Patient Supply*.
4. To ensure transfers are compliant, prior to such transfer the Director of Operations will review inventory records and the proposed products for transfer.
5. No Marijuana Product, including Marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
6. As referenced above, test results will be reviewed for products being received at the Product Manufacturer facility prior to transfer.
7. It is the responsibility of Director of Operations to ensure Products are properly entered at each phase and continuously audited to ensure accuracy.
8. Package tags will be attached to all Finished Marijuana and Marijuana Products.
9. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

11) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

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1) Purpose:

Holbrook Grow LLC (“Holbrook Grow”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Close Associate means a Person who holds a relevant managerial, operational or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana

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Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. Holbrook Grow management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least annually.

4) Alcohol, Smoke, and Drug-Free Workplace

1. Holbrook Grow believes in a drug-free, healthy, and safe workplace.
2. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner.
3. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
4. Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered.
5. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.
6. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.
7. Such violations may also have legal consequences.
8. Holbrook Grow will provide notice to Law Enforcement Authorities and the Commission, no more than twenty-four (24) hours after the incident occurs.

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5) Personnel Records

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Holbrook Grow and will include, at a minimum, the following:
 - a. All materials submitted to the Commission during agent registration;
 - 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. A copy of the application that Holbrook Grow submitted to the Commission on behalf of any prospective Holbrook Grow agent;
 - f. Documentation of periodic performance evaluations;
 - g. A record of any disciplinary action taken;
 - h. Notice of completed Responsible Vendor Training Program and in-house training for Holbrook Grow Agents required under 935 CMR 500.105(2): Marijuana Establishment Agent Training;
 - i. A staffing plan that will demonstrate accessible business hours;
 - j. Personnel policies and procedures, including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
 - k. All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
 - a. Results of initial background investigation, including CORI reports completed by CSI and reviewed by the Director of Operations;
 - b. Documentation that references were checked prior to the agent being hired;
 - c. Offer letter from Holbrook Grow to the new agent, including job title and supervision;
 - d. Materials submitted to the Commission for agent registration purposes;
 - e. Documentation of annual performance reviews;

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- f. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- g. Documentation of all security-related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

D) Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Chief Executive Officer: Kobie Evans 617-792-5644

6) Board Members and Executives

Manager, Soc Signatory, Real Property – Kobie Evans

7) External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Holliston Fire Department:	508-429-4631
Holliston Health Department:	508-429-0605
Holliston Police Department:	508-429-1212
Holliston Town Hall:	508-429-0601

8) Agent and Physical Risk Reduction Measures

- 1. Agents suspected of diversion will be reported to local law enforcement authorities; and
- 2. Security checks are in place at the front security office to ensure unauthorized individuals do not gain access to Holbrook Grow facility.

9) Agent Background Checks

- 1. In addition to completing agent registration process, all agents hired to work for Holbrook Grow will undergo a detailed background investigation prior to being granted access to Holbrook Grow or beginning work duties.
- 2. Background checks will be performed to screen for the following, among others:
 - a. Past criminal convictions;
 - b. Past drug-related offenses;
 - c. Driver's license information, if applicable; and
 - d. Docket search of state and federal criminal & civil actions.

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3. References provided by the agent will be verified at the time of hire.
4. 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.
5. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by Holbrook Grow or the Commission.

11) Agent Training

1. Holbrook Grow will ensure that all agents complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program.
3. Agents responsible for tracking and entering product into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.

11.1 Specific Training Requirements

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

1. New hire orientation
 - a. Overview of Holbrook Grow and employment policies and procedures as outlined in the Agent Handbook;
2. General security procedures relevant to all Holbrook Grow agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
 - a. Including Holbrook Grow's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

12) Responsible Vendor Training

1. All current owners, managers and employees of Holbrook Grow that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
2. Holbrook Grow Agents must first take the Basic Core Curriculum.
3. On completing the Basic Core Curriculum, a Holbrook Grow Agent is eligible to take the Advanced Core Curriculum.

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4. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.
5. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take "a Responsible Vendor" Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.
6. Holbrook Grow will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

13) Job Descriptions

13.1 Director of Security

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

- Provide general training to Holbrook Grow 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 Holbrook Grow facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of Holbrook Grow 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 Holbrook Grow 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.

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13.2 Security Agent

Security Agents monitor the state-of-the-art security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to Holbrook Grow 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 which jeopardizes authorized visitors, and Holbrook Grow 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 Holbrook Grow facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Holbrook Grow agents from the facility during non-business hours and performing security checks at designated intervals.

13.3 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 marijuana and marijuana products;
- 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 and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

13.4 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;

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- Ensuring products are properly stored, labeled, and recorded in the METRC.
- Ensuring waste is properly stored, either in the Plant Trash Room or the General/Non-Plant Trash Room; and
- Coordinating waste disposal schedule and ensuring Holbrook Grow's policies and procedures for waste disposal are adhered to.

14) Confidentiality

1. Information held by Holbrook Grow is confidential 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, that the Commission may access this information to carry out official duties.
2. Holbrook Grow agents will receive confidentiality training during new hire orientation.
3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. METRC system, harbors the technology required to abide with regulatory standards and prevent theft.
5. Only a Tracking system approved by the Commission, in consultation with the DOR will be used.
6. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data.
7. All hardware is managed and maintained internally.
8. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
9. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
10. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

Holbrook Grow will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request of the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. Holbrook Grow will immediately disclose the information to the Commission;
2. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. take such other action directed by the Commission to comply with 935 CMR 500.105.

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Holbrook Grow complies with [830 CMR 62C.25.1: Record Retention](#) and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

Holbrook Grow will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, Holbrook Grow's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

15) Whistleblower Policy

1. It is Holbrook Grow's intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations.
2. Holbrook Grow, therefore, encourages staff to report any reasonable belief that a legal violation or breach of Holbrook Grow policies have potentially occurred due to any practice or activity by Holbrook Grow or its team members, clients, or vendors.
3. If an agent believes or has knowledge to believe that a Holbrook Grow agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes Holbrook Grow's assets or agents, he/she should immediately report the incident to the Director of Security or the Chief Operating Officer.
4. Alternatively, a team member may provide an anonymous report, but anonymous reports must include enough specific facts to enable Holbrook Grow to investigate the matter.
5. Holbrook Grow will not retaliate against a staff member who, in good faith, reports any potentially improper activity.
6. Nor will Holbrook Grow tolerate any other staff retaliating against or attempting to influence the team member for such reports.
7. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.
8. The Director of Security will lead the investigation, with assistance from the Chief Operating Officer and the agent's manager, if necessary.
9. Investigations will be completed as discreetly and confidentially as is determined to be practical.
10. If it is determined that an agent engaged in illegal or prohibited activity, Holbrook Grow will take appropriate disciplinary measures against the offending agent(s).
11. Disciplinary measures include but are not limited to warnings, suspensions, and termination.
12. The Chief Operating Officer will inform the agent who made the complaint of the results of the investigation upon its completion.
13. It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment.

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14. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Director of Security.

16) Code of Business Conduct and Ethics

1. Holbrook Grow expects its employees to adhere to a standard of personal and professional conduct and integrity.
2. Such standard ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs.
3. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.
4. Due to the "at will" nature of the employment, Holbrook Grow may terminate any employee at any time, with or without cause, including, but not limited to the following guideline grounds for suspension and/or termination:
 - a. Supplying false or misleading information when applying for employment, or at any time during employment;
 - b. Altering or falsifying records;
 - c. Possessing weapons or illegal substances on the premises;
 - d. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with Holbrook Grow;
 - e. Theft or unlawful possession of stolen, lost or mislaid property of Holbrook Grow, including records, or the property of a customer or another employee;
 - f. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
 - g. Refusal or failure in performing assigned work, or any act of insubordination;
 - h. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
 - i. Negligence or carelessness;
 - j. Abusing, defacing or destroying Holbrook Grow property;
 - k. Excessive tardiness and/or absenteeism;
 - l. Uttering, publishing, or distributing false, vicious, or malicious statements concerning Holbrook Grow or any of its employees, vendors or customers;
 - m. Performance of duties that, as determined by such employee's supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to Holbrook Grow or its customers;
 - n. Exceeding one's authority;
 - o. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
 - p. Committing any act which (a) shocks, insults or offends the community; (b) brings Holbrook Grow or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon Holbrook Grow or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of Holbrook Grow.

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- q. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
- r. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.
- s. Making unauthorized representations or claims about Company's products or unlawful medical claims about Company's products.

16.1 Competition

- 1. Transparent, fair conduct in the marketplace is in everyone's best interests. In order for us to maintain our own image as a reliable and responsible partner, Holbrook Grow Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law.
- 2. This includes the principle that the interests of Holbrook Grow must be kept strictly separate from the personal interests of employees involved in all business matters.
- 3. In particular, Holbrook Grow stipulates that the following guidelines must be observed in terms of conduct with regard to corporate competition:
 - a. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts with regard to third parties, are forbidden.
 - b. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers or other partners, are forbidden.
 - c. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
 - d. Industrial espionage is forbidden.
 - e. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.
- 4. All of these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies.

16.2 Corruption and the Acceptance of Benefits

- 1. Holbrook Grow Agents are obliged to firmly stand up against any form of corruption, bribery and acceptance of benefits.
- 2. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) in order to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects).
- 3. Any activities or statements that could cast doubt over this approach are forbidden. Holbrook Grow Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others.

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4. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and also politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals.
5. Holbrook Grow employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration.
6. Our company also has clear internal rules on donations and sponsorship.
7. Holbrook Grow does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstances.
8. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

16.3 Conflicts of Interest

1. As part of their work, Holbrook Grow Agents may find that their economic or other personal interests' conflict with the interests of the company.
2. In order to minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, inter alia:
 - a. Secondary employment.
 - b. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of Holbrook Grow.
 - c. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
 - d. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, Holbrook Grow will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
 - e. Engaging in outside business activities involving Company suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.
3. Questionable activities may also include serving on the board of directors of a company doing business with Holbrook Grow, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.
4. In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000: Adult Use of Marijuana. Persons or Entities Having Direct Control means any person or entity having direct control

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over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:

- a. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - b. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - c. A Close Associate;
 - d. A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 - i. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - ii. To appoint more than 50% of the directors or their equivalent;
 - iii. To appoint or remove Corporate-level officers or their equivalent;
 - iv. To make major marketing, production, and financial decisions;
 - v. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - vi. To earn 10% or more of the profits or collect more than 10% of the dividends.
 - e. A Person or entity appointed as a receiver.
5. Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment.
6. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

17) Americans with Disabilities Act (ADA)

1. Holbrook Grow is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities.
2. All employment practices and activities are conducted on a non-discriminatory basis.
3. Holbrook Grow Agents with disabilities are made aware of their rights under <https://www.mass.gov/service-details/about-employment-rights>.
4. Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions.
5. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.
6. Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description.
7. Holbrook Grow is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability.
8. To the extent applicable, leave will be available to all qualified agents on an equal basis.

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9. This policy is neither exhaustive nor exclusive.
10. Holbrook Grow is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

18) Dismissal of Marijuana Establishment Agents

1. Holbrook Grow asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. Holbrook Grow reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in Holbrook Grow's group health plan at their own expense for at least eighteen (18) months.
6. Holbrook Grow will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. Holbrook Grow will notify the Commission no more than one (1) business day after the agent's employment concludes.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Holbrook Grow's standard operating procedures (Commission will be notified); or been convicted or entered a guilty 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.
9. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

19) Exit Interview

1. Agents who resign from Holbrook Grow are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at Holbrook Grow and to gather suggestions for how Holbrook Grow can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both Holbrook Grow and agents.
4. As a result, Holbrook Grow does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

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20) References

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)
[935 CMR 500.000: Adult-Use of Marijuana Regulations](#)

Holbrook Grow LLC
Standard Operating Procedures
Section: Staffing Plan, Business Hours, and Hiring Plans

1) Purpose:

Holbrook Grow LLC (“Holbrook Grow”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to address the staffing plan, business hours, and hiring plan of the Marijuana Establishment.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to staffing plans, business hours, and hiring plans in the Marijuana Establishment. Holbrook Grow management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Holbrook Grow LLC
Standard Operating Procedures
Section: Staffing Plan, Business Hours, and Hiring Plans

1. The Owner and Director of Operations will evaluate hiring needs on an ongoing basis.
2. Hiring procedures include:
 - a. internal and external posting of the position;
 - b. candidate interviews;
 - c. reference checks; and
 - d. background checks.
3. Holbrook Grow is dedicated to hiring local residents, when possible.
4. Holbrook Grow's available jobs will be posted on Indeed.com
5. Holbrook Grow is committed to building a professional environment for all of our agents.
6. Holbrook Grow is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with Holbrook Grow agents, registered patients, vendors, and the community at large.
7. Holbrook Grow seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible.
8. In order to promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.
Holbrook Grow will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter.
9. Agents are expected to be present during department meetings as well as company-wide meetings.

4) Hiring Process

1. Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring.
2. All offers will be contingent upon the successful completion of all required background investigations, including an iCORI, agent registration, and proof of employment eligibility in the U.S.
3. Holbrook Grow will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.
4. Holbrook Grow will focus hiring efforts on the goals and programs developed by the company to support the Diversity and Positive Impact Plans approved by the Cannabis Control Commission during the application and licensing.

5) Training

1. As a condition of employment, new agents will complete training prior to performing job their functions.

Holbrook Grow LLC
Standard Operating Procedures
Section: Staffing Plan, Business Hours, and Hiring Plans

2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Cannabis Control Commission (“Commission”).
3. Responsible Vendor Training will be completed within 90 days of hire. At a minimum, staff will also receive eight (8) hours of ongoing training annually.
4. A minimum of four (4) hours of training may be from the Responsible Vendor Training Program.
5. Any additional Responsible Vendor Training over four (4) hours may count toward the eight (8) hour total training requirements.
6. Any training not specific to Responsible Vendor Training may be conducted in-house by Holbrook Grow, an Holbrook Grow third-party vendor or any basic on the job training by Holbrook Grow, may be counted toward the eight (8) hour total training requirements.

Training will include, at minimum:

- Responsible Vendor Training (if applicable)
- Confidentiality and Privacy
- Compliance and Regulatory Review
- Review of Written Operating Policies and Procedures
- Workplace Safety and Emergency Protocols
- Security Training
- Diversity and Positive Impact Plan goals and programs
- Anti-Diversion Training
- Handling of Marijuana
- Personnel Policies and Procedures
- Recordkeeping
- Inventory Management and Tracking Systems
- Quality Assurance

I) Estimated Staffing Levels

1. Inventory Agents will be on-site, with the number of agents on duty varying according to operational needs.
2. Inventory Agents will be dedicated to filling orders and ensuring products are properly labeled pursuant to Holbrook Grow’s labeling requirements.
3. Security Agents will be available as needed with the number of agents on duty varying according to operational needs.

7) Organizational Structure

1. Holbrook Grow encourages employee development and empowerment.
2. Employees are encouraged to provide input and suggest new policies and processes on a regular basis.
3. The Manager of the assigned department is responsible for the oversight of the agents.

Holbrook Grow LLC
Standard Operating Procedures
Section: Staffing Plan, Business Hours, and Hiring Plans

4. The Director of Cultivation oversees staff assigned to the Cultivation Department department.
5. The Owner and Director of Operations will oversee the operation as a whole.

8) Staffing Records

Personnel Records at a minimum will include:

1. Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
2. 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 Holbrook Grow and will include, at a minimum, the following:
 - a. All materials submitted to the Commission during Agent Registration;
 - 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; and
 - f. A record of any disciplinary action taken.
 - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained.

9) Hours of Operation and After-Hours Contact

1. Holbrook Grow will maintain and publish its after-hours contact information and hours of operation.
2. The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:

9.1 Hours of Operation

Monday – Friday: 8:00AM - 6:00PM

9.2 After-Hours Contact Information

Holbrook Grow LLC
Standard Operating Procedures
Section:Staffing Plan, Business Hours, and Hiring Plans

Kobie Evans
617-792-5644
kobieevans@gmail.com

3. Holbrook Grow will update the Commission with revised after-hours contact information and business hours.

10) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

Holbrook Grow LLC
Standard Operating Procedures
Section: Plan for Restricting Access to people under 21

Holbrook Grow LLC (“Holbrook Grow”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal advertising of adult-use marijuana.

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

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

Pursuant to 935 CMR 500.105(4), Holbrook Grow will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Holbrook Grow will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Holbrook Grow will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, “For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle

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Standard Operating Procedures
Section: Plan for Restricting Access to people under 21

or machinery under the influence of marijuana. Please Consume Responsibly.” Pursuant to 935 CMR 500.105(6)(b), Holbrook Grow packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Holbrook Grow’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).

Holbrook Grow LLC
Standard Operating Procedures
Section: Plan Maintaining of Financial Records

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Holbrook Grow.
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and

Holbrook Grow LLC
Standard Operating Procedures
Section: Plan Maintaining of Financial Records

- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Holbrook Grow will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Holbrook Grow LLC

Diversity Plan

Holbrook Grow LLC endeavors to promote diversity and inclusivity in the cannabis industry. Diversity and inclusion allows for the fostering of new ideas and experiences, and people can learn from each other. Allowing for the incorporation of different ideas and perspectives leads to better problem-solving. Working in diverse teams creates dialogue and promotes a wide range of views. Holbrook Grow LLC is a better company if we gather differing perspective from across racial, cultural and socio-economic backgrounds.

Goals

1. To promote Equity of the following groups of individuals working at Holbrook Grow LLC.
 - a. Minorities
 - b. Women
 - c. Veterans
 - d. People with disabilities
 - e. Individuals whom self-identify as LGBTQ+

We will promote equity by hiring so our staff is comprised by the following percentages.

- a. 20% Minorities
 - b. 50% Women
 - c. 20% Veterans
 - d. 10% People with disabilities
 - e. 20% Individuals whom self-identify as LGBTQ+
2. To promote Equity of the following groups of individuals providing goods and services to Holbrook Grow LLC
 - a. Minorities
 - b. Women
 - c. Veterans
 - d. People with disabilities
 - e. Individuals whom self-identify as LGBTQ+

We will promote equity by selecting vendors so that our suppliers are comprised of the following percentages.

- a. 20% Minorities
- b. 50% Women
- c. 20% Veterans
- d. 10% People with disabilities
- e. 10% Individuals whom self-identify as LGBTQ+

We will work diligently to provide everyone with the tools and opportunities they need to be successful free of judgement or restriction.

Programs

We will work continuously to recruit prospective employees who fall into the above mentioned groups. We will achieve this by advertising employment opportunities in diverse publications quarterly such as the Bay State Banner and/or other channels that focus on the individuals from the above mentioned groups.

We will hold quarterly job fairs with a focus on attracting individuals falling into the above mentioned groups.

We will create an ongoing promotion process that utilizes equity principles for current employees.

We will offer ongoing monetary incentives to current employees for referrals in order to increase and maintain diversity and inclusion standards. The incentives will be distributed if the new hire is still employed after 90 days.

We will provide ongoing staff training and for individuals falling into the above mentioned groups in order to promote their entry into the marijuana industry. The training will cover existing employee who are interested in advancement but may not presently have the required skills. We have 6 month programs for Managers and Supervisors In-Training

Holbrook Grow LLC does not intend to donate time, goods, services, or monies to EON.

We will create a management training program to cultivate staff for leadership positions.

We will work with the Massachusetts Supplier Diversity Office to identify certified companies that are owned by individuals from the previously mentioned groups.

Metrics

Holbrook Grow LLC will track data associated with our goals and programs, and on a quarterly basis we will assess such data and make adjustments as needed in order to make sure overall goals are being achieved in association of our annual Renewal.

We will track the number of individuals from the above-referenced demographic groups who are hired, retained and promoted as managers as well as the who we contract with for goods and services, after the issuance of a license.

- We will track and maintain retention rates after the issuance of a license.
- We will track and maintain the number of promotions for people falling into the above-listed demographics since initial licensure.
- We will track and maintain the number of positions created since initial licensure. With a goal of at least 50% of all positions filled by people women and 50% of all positions filled by people falling into the balance of above-listed demographics
- We will track and maintain data regarding the number of postings in diverse publications or general publications with supporting documentation.
- We will track and maintain data relating to training and or mentorship programs for individuals falling into the above mentioned category.
- We will track and maintain data relating to hiring for management positions for individuals falling into the above mentioned category.
- We will track and maintain data relating to contracting We will track and maintain data relating to hiring for management positions for individuals falling into the above mentioned category.
- companies falling into the above mentioned category.

Holbrook Grow LLC 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.

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

Holbrook Grow LLC
Standard Operating Procedures
Section:Energy Efficiency and Conservation Policy

1) Purpose:

Holbrook Grow LLC (“Holbrook Grow”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe and orderly energy, efficiency, and conservation of the marijuana establishment.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all energy efficiency and conservation policies in the Marijuana Establishment. Holbrook Grow management will update SOP’s as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Holbrook Grow LLC
Standard Operating Procedures
Section:Energy Efficiency and Conservation Policy

1. Holbrook Grow will demonstrate consideration of the following factors:
 - a. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
 - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
 - d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. To the extent updates are required to the information provided for initial licensure, Holbrook Grow will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4).
3. Holbrook Grow will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission.
4. Each license renewal application under 935 CMR 500.103(4) will include a report of Holbrook Grow's energy and water usage over the twelve-month period prior to the date of application.

4) Energy Efficiency and Conservation

1. Holbrook Grow has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including efficient lighting.
2. Holbrook Grow has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction.
3. Holbrook Grow is pursuing the following strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs.

Holbrook Grow LLC
Standard Operating Procedures
Section:Energy Efficiency and Conservation Policy

4. Holbrook Grow is working with Eversource to create an energy efficient lighting plan and plans on use LED lighting
5. Holbrook Grow plans on engaging with the energy efficiency program offered by the MassSaves offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.]

5) Energy Efficiency and Equipment Standards

1. holbrook Grow will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the “Commission”) and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) prior to obtaining a final license under 935 CMR 500.103(2).
2. Holbrook Grow will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission.
3. Each license renewal application under 935 CMR 500.103(4) will include a report of Holbrook Grow’s energy and water usage over the twelve-month period prior to the date of application.

6) Building Code Requirements

1. Holbrook Grow’s cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*.

7) Lighting

1. Holbrook Grow’s Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.

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2. All horticultural lighting used in Holbrook Grow is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or on similar lists approved by the Commission on the date on the license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).
3. If Holbrook Grow is looking to use horticultural lighting that is not listed on the Horticultural QPL or other list approved by the Commission, Holbrook Grow will seek a waiver which complies with 935 CMR 500.850 and will provide documentation of the third-party certification [by an OSHA NRTL or SCC-recognized body, which has to certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization]

8) HVAC

1. Holbrook Grow's Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
2. Holbrook Grow will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

9) Safety Protocols

1. Holbrook Grow has established and documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light), as further described in the Workplace Safety Plan.
2. Holbrook Grow will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.
3. Before final licensure Holbrook Grow will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.100.
4. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).

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5. Holbrook Grow will regularly check for such guidelines and continue to follow the Commission's standards.

10) References

[935 CMR 500.000: Adult-Use of Marijuana](#)
[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)
[Energy and Environment Compiled Guidance](#)
[Checklist for Energy Compliance](#)