



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282225
Original Issued Date: 06/06/2020
Issued Date: 06/06/2020
Expiration Date: 06/06/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Buudda Brothers LLC

Phone Number: 917-698-1107
Email Address: buuddabrothers@gmail.com

Business Address 1: 604 Main Street
Business City: Holyoke
Business State: MA
Business Zip Code: 01040
Business Address 2:
Mailing Address 1: 170 Prospect Street
Mailing City: Chicopee
Mailing State: MA
Mailing Zip Code: 01013
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33.33
Percentage Of Control: 30
Role: Board Member
Other Role: CEO

First Name: Justin **Last Name:** Pagan **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity: Puerto Rican/Irish

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.33 **Percentage Of Control:**
30
Role: Board Member **Other Role:**
First Name: Joshua **Last Name:** Pagan **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity: Puerto Rican/Irish

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33.33 **Percentage Of Control:**
30
Role: Board Member **Other Role:**
First Name: John **Last Name:** Toro **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity: Puerto Rican

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:**
10
Role: Employee **Other Role:** Product Officer
First Name: Jason **Last Name:** Pagan **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Justin **Last Name:** Pagan **Suffix:**
Types of Capital: Monetary/
Equity **Other Type of Capital:** Cash **Total Value of the Capital Provided:** \$102623.33 **Percentage of Initial Capital:** 67.24
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: John Last Name: Toro Suffix:

Types of Capital: Monetary/ Equity Other Type of Capital: Cash Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 32.76

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 604 Main Street

Establishment Address 2:

Establishment City: Holyoke Establishment Zip Code: 01040

Approximate square footage of the establishment: 1000 How many abutters does this property have?: 32

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	DOC097.PDF	pdf	5cc378c0df25934c58f863c1	04/26/2019
Community Outreach Meeting Documentation	Disclosure of MC interest 20191125 MC.pdf	pdf	5ddeb97da9ef3857c445bbbe	11/27/2019
Community Outreach Meeting Documentation	communityoutreach 20191127.pdf	pdf	5ddeba0cd5b0805341c6437d	11/27/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning 20191213 MC.pdf	pdf	5df3c4b7ef24345344e4d521	12/13/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan 20200228 MC.pdf	pdf	5e592e5f1c3b1d04a32b56d9	02/28/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Date generated: 12/03/2020

Role: Board Member **Other Role:** CEO

First Name: Justin **Last Name:** Pagan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Board Member **Other Role:** CFO

First Name: Joshua **Last Name:** Pagan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Board Member **Other Role:** COO

First Name: John **Last Name:** Toro **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Employee **Other Role:**

First Name: Jason **Last Name:** Pagan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Buudda LLC.pdf	pdf	5cbf1b80b1ec4a4c446c2834	04/23/2019
Secretary of Commonwealth - Certificate of Good Standing	Buudda Brothers LLC-MA Certificate of Good Standing.pdf	pdf	5cd324ad93608d0f926bfb60	05/08/2019
Department of Revenue - Certificate of Good standing	certofgoodstanding_deptofrevenue.pdf	pdf	5cd5840475ac520a78149f68	05/10/2019
Bylaws	Operating Agreement for BB LLC 12.13.19.pdf	pdf	5df457f4cb8cc6573ebcfb55	12/13/2019

No documents uploaded

Massachusetts Business Identification Number: 001342284

Doing-Business-As Name:

DBA Registration City: Holyoke

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5cd32281fd3d140a83f3b16f	05/08/2019

Business Plan	Updated Business Plan 11.7.19 RETAIL.pdf	pdf	5df2e577fab70557127eddaa	12/12/2019
Proposed Timeline	Buudda Brothers Retail Timeline 20191212 MC B.pdf	pdf	5df41bdeef24345344e4d6f8	12/13/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Buudda Brothers Security Letter from cheif UPDATED.pdf	pdf	5cd2f26b3ab7900a54efc875	05/08/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5cd2f3e575ac520a7814999b	05/08/2019
Qualifications and training	Qualifications and training.pdf	pdf	5cd5c8816375710a5b57f999	05/10/2019
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products.pdf	pdf	5cd5c9f6de94860a99fedd2e	05/10/2019
Inventory procedures	Inventory procedures.pdf	pdf	5df2ef900557385733b3ff87	12/12/2019
Quality control and testing	Quality Control and Testing of Marijuana and Marijuana Products 20191213 MC.pdf	pdf	5df3a8445e2d54535a9c0690	12/13/2019
Dispensing procedures	Dispensing procedures 20191213 MC.pdf	pdf	5df3ae19541f65570b9457e9	12/13/2019
Record Keeping procedures	Record Keeping Procedures 20191213 MC.pdf	pdf	5df3b191541f65570b945801	12/13/2019
Maintaining of financial records	Maintenance of Financial Records 20191213 MC.pdf	pdf	5df41e60ef24345344e4d6fc	12/13/2019
Restricting Access to age 21 and older	Restricting Access to age 21 and older 20191213 MC.pdf	pdf	5df41f8aef24345344e4d700	12/13/2019
Personnel policies including background checks	Personnel policies and background checks 20191213 MC.pdf	pdf	5df4493938f8ab571d6e0d3f	12/13/2019
Transportation of marijuana	Transportation of Marijuana 20191213 MC.pdf	pdf	5df44f405e2d54535a9c0918	12/13/2019
Prevention of diversion	Prevention of Diversion 20191213 MC.pdf	pdf	5df450aa2f1a065311395306	12/13/2019
Security plan	Buudda Brothers Security Plan 604 FINAL 12.27.19.pdf	pdf	5e067be100f72d57285eeb28	12/27/2019
Diversity plan	diversity plan.pdf	pdf	5e6bd736b7c619391b8b54a9	03/13/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

I Agree

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

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


Applicant

I, John Toro, (*insert name*) certify as an authorized representative of Burtha Brothers (*insert name of applicant*) that the applicant has executed a host community agreement with City of Holyoke (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 16th, 2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Alex Morse, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (*insert name of host community*) to certify that the applicant and Holyoke (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 16, 2019 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Host Community Agreement Certification Form

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

Applicant

I, John Toro, (*insert name*) certify as an authorized representative of Burtha Brothers (*insert name of applicant*) that the applicant has executed a host community agreement with City of Holyoke (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 16th, 2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Alex Morse, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (*insert name of host community*) to certify that the applicant and Holyoke (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 4-16-19 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

"RYRE"
"AME"

Disclosure of relationship and interest.

Pursuant request for additional information from the Cannabis Control Commission (“CCC”), dated, November 6, 2019, regarding application MRN282225, for the applicant, Buudda Brothers LLC, the following addresses an inquiry of about individual who signed the Community Outreach Attestation form: Marvin Cable, Esq.

CCC requested documentation explaining Marvin Cable’s relationship with Buudda Brothers, LLC (“BB”) to be uploaded to the online application. Specifically, the CCC stated, “If this individual is a consultant for your business and does not have ownership or control, please upload a document to that effect. If he will have ownership or control over the business, he must be added as a Person with Direct or Indirect Control or Close Associate. Documentation may be added to the ‘Host Community Information’ section of the application.”

Response.

Marvin Cable, Esq. is counsel for BB. Attorney Cable has no ownership in, nor control of BB’s business. Attorney Cable is paid to provide legal guidance and legal services relating to BB’s potential Marijuana Establishment.

Marvin Cable, Esq.’s contact information is as follows:

Law Offices of Marvin Cable

P.O. Box 1630

76 Gothic Street

Northampton, MA 01060

law@marvincable.com

+1 (413) 268-6500

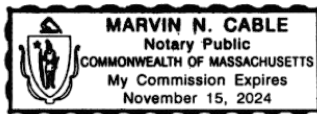
Community Outreach Meeting Attestation Form

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

I, Marvin Cable, (*insert name*) attest as an authorized representative of Buudda Brothers LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 28, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on January 19, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on January 12, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 12, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



Unit, \$499
896-3324
tires
only

CHANGING
drawers &
Dinrm set
hairs needs
13)893-9549

OXYGEN
TRATOR,
New \$2400,
(413)519-1492

od chain vise
tique dining
3, made by VT
(413)530-9543

ble Trailer,
425,
3-237-7148

REVERSIBLE
Fur, GREY
DUCED only \$40
3) 583-4227

tc.

CORNER SHELF,
HELVES
ONLY \$35
3) 583-4227

Room Table,
100 or B/O. Call
3315 9am-3pm

ble w/5chairs
rts & matching
ch \$300 or B.O.
7-7007

KITCHEN HUTCH,
and condition,
\$150
(3)592-1182

MOND RING
1 shaze 1 stone,
my setting, Ap-
10,500, will sell
413-333-8921

Wedding & en-
ring, 1.08 total
ds, never worn,
413-658-8368

rs

owblower runs
needs work.
/best offer.
3-237-7148

Snowblower,
needs work.
413-237-7148

Snowblower,
needs work.
413-237-7148

2 ft snowplow
de, \$450,
3-237-7148

OWER ARIENS
E, like new 28in
cc, 7.5HP, \$895;
(413)538-8694

VER Craftsman,
24inch, Pull or
start, like new
567-3249

oods

professional
lptical \$600,
sturdy & lightly
y or old mach,
ew. Pickup at
est Stockbridge
413-232-7898

children, marital status,
or public assistance
reciency, or an
intention to make any
such preference,
limitation or
discrimination. Familial
status includes children
under the age of 18
living with parents or
legal custodians,
pregnant women and
people securing
custody of children
under 18.

This newspaper will not
knowingly accept any
advertising for real
estate which is in
violation of the law. To
report discrimination,
call the Office of Fair
Housing and Equal
Opportunity of the U.S.
Department of Housing
(HUD) at 1-800-669-
9777. The HUD
telephone number for
the hearing impaired is
212-708-1455.

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0-1-2 BEDROOM
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FREE HEAT & UTILS
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available now, \$1300 per
month plus utilities.
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Business/Commercial Property

A1 SPACE AVAILABLE
500-800sf Lt Manuf
Whole Office, Art space,
Indian Orch Mills 543-3321

Rooms Without Board

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WEEKLY RATES -**
stove, 60 channel TV,
phone, cable, Rte. 5,
West Spfld. 413-781-7825

Transportation

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All Terrain Vehicles
Auto Dealers
Auto Information
Auto Parts
Auto Services
Auto Shows
Auto Swap/Trade
Autos - Antiques & Classics
Autos for Sale
Boat Charters
Boating Courses
Boat Storage
Boat Supplies
Boats - Marine Services
Boats - Slips & Moorings
Boats for Sale
Boats Wanted
Commercial Vehicles
Mopeds
Motorcycles
Pickup Trucks
Recreational Vehicles
Snowmobiles
Sport Utility Vehicles
Trailers
Trucks
Truck Parts
Trucks Wanted
Vans
Wanted Autos
Wanted Trucks

Autos-Antiques & Classics

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350 Vendors
Sat & Sun, 1/19 & 1/20,
Eastern States Expo, W.
Spfld. Admission \$12.
(860) 671-6376
www.apswapnsell.com

Legal Notices

Legal ads can
be e-mailed to
**classified-legals
@repub.com**
For more information
call 413-788-1297

Legal Notices

Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court
INFORMAL PROBATE
PUBLICATION NOTICE
Docket No. HD19P0038EA
Hampden Division

Estate of: Mildred Joan
Shapiro Also Known As:
Mildred J. Shapiro

Date of Death:
November 24, 2018

To all persons interested in
the above captioned es-
tate, by Petition of Peti-
tioner Dianne Siff of Hew-
lett NY, Petitioner Eric N
Shapiro of Woodmere NY;
a Will has been admitted
to informal probate. Diane
K Siff of Hewlett NY, Eric N
Shapiro of Woodmere NY
has been informally ap-
pointed as the Personal
Representative of the es-
tate to serve without sure-
ty on the bond.

The estate is being admin-
istered under informal pro-
cedure by the Personal
Representative under the
Massachusetts Uniform
Probate Code without su-
pervision by the Court. In-
ventory and accounts are
not required to be filed
with the Court, but inter-
ested parties are entitled
to notice regarding the ad-
ministration from the Per-
sonal Representative and
can petition the Court in
any matter relating to the
estate, including distribu-
tion of assets and expos-
ure of administration. Inter-
ested parties are entitled
to petition the Court to in-
stitute formal proceedings
and to obtain orders termi-
nating or restricting the
powers of Personal Repre-
sentative appointed under
informal procedure. A
copy of the Petition and
Will, if any, can be ob-
tained from the Petitioner.
(January 19, 2019)

Holyoke

**NOTICE OF COMMUNITY
OUTREACH MEETING**
Notice is hereby given that a
Community Outreach
Meeting for a proposed
Marijuana Establishment is
scheduled for January 28,
2019, at 10:00 A.M., at 375
Whitney Avenue, Holyoke,
MA, 01040. The proposed
Marijuana Establishment is
anticipated to be located
at 604 Main Street, Holy-
oke, MA, and is seeking li-
censes for cultivation, re-
tail, and product manufac-
turing. Community mem-
bers and the public are
welcome. There will be an
opportunity for the public
to ask questions and re-
ceive answers from repre-
sentatives of the proposed
Marijuana Establishment.
(January 19, 2019)

Springfield

REVISED NOTICE
CITY OF SPRINGFIELD,
MASSACHUSETTS
OFFICE OF COMMUNITY
DEVELOPMENT AND
THE OFFICE OF HOUSING
NOTICE OF REQUEST FOR
PROPOSALS
COMMUNITY DEVELOP-
MENT BLOCK GRANT
(CDBG) and EMERGENCY
SOLUTIONS GRANT PRO-
GRAM (ESG)
PROGRAM YEAR: JULY 1,
2019-JUNE 30, 2020
The City of Springfield's

prevencion de desapare-
dos, refugios de
emergencia y
asojamiento rápido. La
fecha de limite para
someter solicitudes es no
mas tarde de 12:00pm el
lunes, marzo 4, 2019. La
fecha de limite es firme.
Propuestas no serán acep-
tadas despues de la fecha
de limite. Comentarios por
escrito serán aceptados
referente al RFP hasta las
4:00pm, lunes, febrero 18,
2019; e b u o n o @
Springfieldcityhall.com
La Ciudad de Springfield es
un Empleador de Oportuni-
dades de Igualdad
(January 19, 2019)

Sale of Motor Vehicle
Under MA. General Laws
Chapter, Section 39A
Notice is hereby given by:
CJS TOWING UNLIMITED
INC. of 350 Pasco Rd.,
Springfield, MA 01151. That

pursuant to the provisions
of G.L.c.255, Section 39A
that on date: January 19,
2019 at 11:00 AM at 350
Pasco Rd. Springfield, MA.
The following motor vehi-
cles will be sold at a Private
Sale to satisfy our ga-
rage keepers lien thereon
for storage and towing
charges and any other ex-
penses that occurred in-
cluding sales costs.

2013 Nissan Altima
VIN#: 1N4AL3APXDC268556
Darrien Wisdom
96 Gresham St.
Springfield, MA 01119

2006 Infinity G35X
VIN# JNKC551F46M601281
Name: Javel Lowe
183 Dunmoreland St.
Springfield, MA 01109

2018 Toyota Highlander
VIN#: 5TDBZRFHJS831234
Chelsea Belton
59 Glendale Rd
Agawam, MA 01001

2013 Nissan Altima
VIN#: 1N4AL3AP6DC121571
Vanessa Burris
129 East St.
Springfield, MA 01104

2008 Honda Accord
VIN#: 1HGCP2638N148908
Sjanara McCarthy
26 Belcher St.
Chicopee, MA 01020

2016 Hyundai Elantra
VIN# KMHDH4AE6G492849
James Mello
434 Russel St.
Westfield, MA 01085

2014 Ford Explorer
VIN#: 1FMSK8D80EGA52303
Waleska Torres
716 Chicopee St.
Chicopee, MA 01013

2012 Hyundai Elantra
VIN# KMHDH4AE6C415117
Darius Betts
768 Belmont Ave. #3
Springfield, MA 01108

2007 Nissan Altima
VIN#: 1N4AL21E87N470216
Christopher Freema-Ode
55 Harkness Rd
Pelham, MA 01002

2010 Honda Civic
VIN#: JHMF3A3F22A5005965
Natascha Jones
27 Lyman St.
Springfield, MA 01103

2008 Infinity FX35
VIN#: JNRA505H8X8207053
Wanda Vazquez
14 Coomes St.
Springfield, MA 01108

2009 Honda Accord
VIN#: 1HGCP36809A013623
Aries Delon
319 Chesnut St.
Springfield, MA 01105

2009 Honda Accord
VIN#: 1HGCP26729A065319
Carlos Sanchez
737 Carew St.
Springfield, MA 01104

2011 Honda Civic
VIN#: 2HGFA1F58BH542222
Basilio Wright
59 Watling St.
Springfield, MA 01104

2005 Toyota Corolla
VIN#: 2T1BURHE050542555
David Braina
15 River St. Apt. 2
Russell, MA 01071

2015 Nissan Altima
VIN#: 1N4AL3AP8FC223957
Timothy Alvira
62 Pine St.
South Burlington, VT 05403

2014 Nissan Altima
VIN#: 1N4AL3AP8EN210032
Christina Hoehe
110 Parker St.
Indian Orchard, MA 01151

2008 BMW 535i
VIN# WBANV93558C65186
Vellacristin Castillo

By: Gary Bellowich,
President
Petitioner: New Valley
Bank & Trust
By: J. Jeffrey Sullivan,
President/CEO

CITY OF SPRINGFIELD
January 11 & 18, 2019

Notice is hereby given that
the City Council will give a
hearing in the City Council
Chambers on Monday,
January 28, 2019 at 7:00
PM to all persons interest-
ed in the foregoing peti-
tion.

Copies of said petition,
texts and maps may be ex-
amined, inspected and ob-
tained at the City Clerk's
Office or the Planning De-
partment, 36 Court Street,
Springfield, MA.

By order of the City Coun-
cil, Anthony I Wilson, Esq.,
City Clerk
January 11 & 18, 2019
(January 11, 19, 2019)

the CLASSIFIED
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what you'll find
inside.

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413-788-1234

classified@repub.co

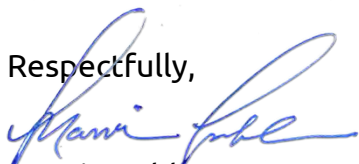
January 12, 2019

CITY CLERK FOR HOLYOKE
536 DWIGHT ST - ROOM 2
HOLYOKE, MA 01040

**Re: NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL
FOR A MARIJUANA ESTABLISHMENT**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 28, 2019, at 10:00 A.M., at 375 Whitney Avenue, Holyoke, MA, 01040. The proposed Marijuana Establishment is anticipated to be located at 604 Main Street, Holyoke, MA, and is seeking licenses for cultivation, retail, and product manufacturing. Community members and the public are welcome. There will be an opportunity for the public to ask questions and receive answers from representatives of the proposed Marijuana Establishment.

Respectfully,



Marvin Cable, Esq.
PO Box 1630
Northampton, MA 01061
(413) 268 – 6500

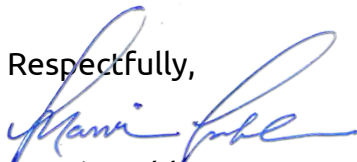
January 12, 2019

CITY OF HOLYOKE - PLANNING BOARD
20 KOREAN VETERANS PLAZA
CITY HALL ANNEX - ROOM 406
HOLYOKE, MA 01040

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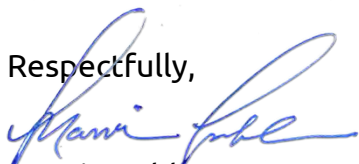
January 12, 2019

MAYOR'S OFFICE - HOLYOKE
536 DWIGHT ST
HOLYOKE, MA 01040

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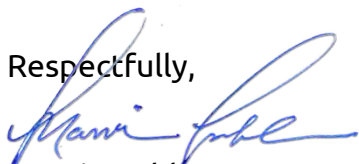
January 12, 2019

HOLYOKE CITY COUNCIL
536 DWIGHT ST
HOLYOKE, MA 01040

**Re: NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL
FOR A MARIJUANA ESTABLISHMENT**

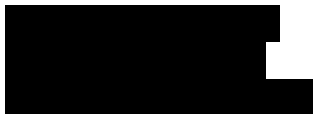
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Marvin Cable, Esq.
PO Box 1630
Northampton, MA 01061
(413) 268 – 6500

January 12, 2019



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Respectfully,

A handwritten signature in blue ink, appearing to read "Marvin Cable", written over a faint circular stamp.

Marvin Cable, Esq.
PO Box 1630
Northampton, MA 01061
(413) 268 – 6500

Plan to Remain Compliant with Local Zoning.

Buudda Brothers, LLC (“BB”) is committed to remaining compliant with the City of Holyoke Zoning Ordinance section 7.10 Marijuana Facilities. In accordance to the City of Holyoke Zoning Ordinances sections 7.10.5(1) and 7.10.5(2), BB will be in compliance with both operational and physical requirements:

- ❖ BB marijuana establishment will only use their designated square footage of 7,295 for the purpose of operating such an establishment;
- ❖ BB will strictly prohibit marijuana to be smoked, eaten, or otherwise consumed or ingested within the premises of BB’s marijuana establishment;
- ❖ Operations, including deliveries to and from any marijuana facility, will not occur within the hours of 8:00 P.M. to 8:00 A.M.;
- ❖ All aspects of BB’s marijuana establishment will take place at BB’s fixed location, 604 Main St, Holyoke, within our fully enclosed building;
- ❖ There will be no outside storage;
- ❖ BB’s retail establishment shall not exceed a gross floor area in excess of 5,000sqft;
- ❖ BB’s establishment is ventilated in such a manner that no odor from BB’s retail establishment may be detected by a person with an unimpaired and otherwise normal sense of smell at any adjoining use or adjoining property to our marijuana establishment; and,
- ❖ All signage used at our location will be in compliance with the City of Holyoke Zoning Ordinance section 6.4.

The City of Holyoke has granted BB a special permit of which they are in full support to operate both a Recreational Marijuana Retail Establishment (“RMRE”) and Marijuana Manufacturing Establishment (“MME”) at 604 Main St, Holyoke, MA 11040. Following the issuance of the special permit, BB, will be expected to comply with the City of Holyoke Zoning Ordinance section 7.10.5(4), which states the following:

- ❖ BB’s special permit shall be valid only for the registered entity to which the approval was issued and only for the site, 604 Main St, Holyoke, on which the marijuana establishment has been authorized.
- ❖ BB’s special permit shall be non-transferable and shall have a term limited to the applicant’s ownership or control of the premises as a marijuana establishment.

- ❖ BB's marijuana establishment shall file an annual report to the City Clerk's office no later than January 31st, providing a copy of all current applicable state licenses for the establishment and/or its owners and demonstrating continued compliance with the conditions of the special permit.
- ❖ BB's special permit shall lapse if BB ceases operation for a period of 180 days of the marijuana establishment and/or if BB's registration by the Department of Public Health or licensure by the Cannabis Control Commission has been revoked, expires, is terminated, is transferred to another controlling entity or is relocated to a new site. BB shall notify the Zoning Enforcement Officer and the City Clerk in writing within 48 hours of such lapse, cessation, discontinuance or expiration.
- ❖ BB shall remove all material, plants, equipment and other paraphernalia upon registration or licensure revocation, expiration, termination, transfer to another controlling entity or relocation to a new site and any other cessation of operation as regulated by the Department of Public Health or the Cannabis Control Commission. Such removal will be in compliance with the regulations set forth by the Cannabis Control Commission.

BB intends to employ a Chief Compliance Officer to ensure that BB remains compliant with the City of Holyoke Zoning Ordinances and regulations set forth by the Commonwealth of Massachusetts. The Chief Compliance Officer will be held responsible for:

- ❖ Developing standards with operational leaders and implementing procedures to ensure that the compliance programs throughout the organization are effective and efficient in identifying, preventing, detecting and correcting noncompliance with applicable laws and regulations;
- ❖ Periodically revising policies and procedures in light of changes;
- ❖ Routine audits and meetings to ensure that BB is aware of and is taking steps towards remaining compliant with relevant changes to laws, regulatory requirements, policies and procedures;
- ❖ Providing strategic direction to the management team on compliance;
- ❖ Providing guidance, advice and/or training to improve business understanding of related laws and regulatory requirements;
- ❖ Overseeing compliance within BB organization;
- ❖ Staying abreast ever-changing regulations set forth within the Zoning Ordinances and 935 CMR 500.000 regulations;
- ❖ Interacting with regulators on compliance issues; and,

- ❖ Quarterly meetings with the City of Holyoke to ensure, in writing, that all business related practices continues to remain compliant with both the Zoning Ordinances and State regulations.

Positive Impact Plan.

We, Buudda Brothers, LLC (“BB”), intend to open our marijuana establishment in Holyoke, Massachusetts, a community designated as an area of disproportionate impact.

Since beginning the process of establishing a marijuana retail establishment, we have become volunteers for many different community organizations and participated in a variety of community events focused on supporting the families that live in and around Holyoke. We feel that we have found the issues that we can have the most positive impact upon, along with a great network and community to work with. The following summarizes our positive impact plans.

Goals.

- ❖ Create opportunities, via internships and scholarships, for Holyoke residents 21 years and older who are interested in entering the legal marijuana industry;
- ❖ Support efforts of sustainable community organizations that have been positively impacting Holyoke for decades; and,
- ❖ Direct-giving and charitable efforts which positively impact current residents of Holyoke.

Programs.

- ❖ BB will provide at least one internship per semester to a Cannabis Education Center (“CEC”) student who lives in Holyoke and is 21 years of age or older.
 - BB will partner up with the Cannabis Education Center (“CEC”), a program created by the Holyoke Community College and the Cannabis Community Care and Research Network. This is a workforce development program that provides our employees and/or potential employees a quality education, training, and other business resources. The purpose of partnering with CEC is to create an innovative learning space for those interested in joining the cannabis workforce as an employee or entrepreneur. The program will include classroom instructions and internship opportunities and provide priority access, training, and technical assistance to those who have been negatively impacted by the war on drugs. BB will support this effort in order

to increase the pool of potential employees coming to our facility with real knowledge of the marijuana industry and practical experience.

- ❖ By the end of BB's first year, BB will provide one scholarship (a donation up to \$4,000) for a CEC student who lives in Holyoke and is 21 years of age or older, with priority given to students who are of color who live or grew up in Holyoke.
- ❖ BB will positively impact Holyoke through targeted donations and supporting the efforts of local organizations such as, but not limited to, OneHolyoke CDC ("OHCDC"), a non-profit organization whose focus is dedicated to improving housing for low-and moderate-income Holyoke residents.
- ❖ BB is committed to volunteering, at a minimum of four OHCDC events annually, and will team up with OHCDC to positively affect and participate in events to help increase community engagement in disproportionate areas. In recent years, OHCDC has expanded its community service outreach efforts and is now known for hosting various community events, e.g., Library mini-golf event, that engages the community.

Measurements.

- ❖ BB will document how many students complete their internships at BB's facility on Main Street.
- ❖ BB will document implementation of the BB scholarship and information about the students who receives the financial support;
- ❖ BB will request past interns and recipients of scholarships to submit to a voluntary survey every year, for at least five years, to track success of interns and scholarship recipients. Survey will inquire about current employment, financial, and overall well-being successes.
- ❖ BB will keep track of all the OHCDC events BB staff-members and ownership participated in, including details on how their involvement has helped positively impact the community;
- ❖ BB will responsibly maintain all records of donations and sponsorships; and,
- ❖ BB will review staff and owner participation on a quarterly basis to ensure that the goals listed above are met each year.

Final Comments.

BB is interested in partnering with both the CEC and OHCDC for their efforts to positively impact areas of disproportionate impact. BB plans to continue their efforts and assess how BB's support can be most useful to both the CEC and OHCDC. BB will work with the CEC to promote the work being done to individuals who need this type of training opportunity to open doors to the legal cannabis industry.

BB acknowledges and is aware that progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

BB acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Importantly, as some of this positive impact plan might have youth involvement, BB acknowledges, is aware of, and will adhere to 935 CMR 500.105(4)(a)(2) which states that "[s]ponsorship of a charitable, sporting or similar event is prohibited, unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data." Accordingly, upon implementation of this positive impact plan, BB will tailor all BB's advertising, branding, marketing, and sponsorship practices to be compliant with 935 CMR 500.105(4).

Lastly, BB acknowledges and is aware that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



January 6, 2020

Justin Pagan, CEO
John Toro, COO
Buudda Brothers, LLC
604 Main St, Holyoke, MA

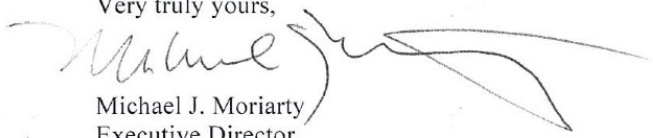
RE: Buudda Brothers, LLC
604 Main St, Holyoke, MA
Positive Impact and Diversity Plan

Dear Mr. Pagan & Mr. Toro,

We are a community development corporation based in the Flats neighborhood of Holyoke established pursuant to MGL Ch. 180 in 1971. We are certified as a community development corporation pursuant to MGL Ch. 40H by the Massachusetts Department of Housing and Community Development. By this letter please accept my confirmation that we are in active partnership with Buudda Brothers, LLC and have taken active and substantive steps toward developing a community partnership plan that will benefit the residents of the Holyoke neighborhoods we serve.

Please forward this wherever confirmation of our work together may be of assistance to you. Any recipient of this letter is welcome to contact me if any additional information is required.

Very truly yours,



Michael J. Moriarty
Executive Director

70 Lyman Street • Holyoke, MA 01040 • Tel: 413.533.7101 • Fax: 413.536.2446
Formerly known as Olde Holyoke Development Corporation

- Attachment A -



December 26, 2019

Re: Donation Acceptance Letter from Buudda Brothers

Buudda Brothers
604-606 Main Street, Holyoke, MA 01040
Retail, Prod Manufacturing, and Cultivation

Dear Cannabis Control Commission,

It is with great pleasure that we accept a partnership and **\$4,000.00** annual donation from **Buudda Brothers** to open for adult use Retail, Prod Manufacturing, and Cultivation cannabis operations at 604-606 Main Street, Holyoke, MA 01040.

Payments for the Positive Impact Plan will be made to the Cannabis Center of Excellence, INC and will be affected annually upon the anniversary date of obtaining a provisional license for operation.

Cannabis Center of Excellence, INC is a 501c3 that was established Cannabis Community Care and Research Network (C3RN), a registered public benefit corporation (B Corp) based out of Worcester, MA. C3RN hosts a network of dedicated academics, industry, healthcare providers, consumers and patients that aim to end the stigma around medical and adult use cannabis through research and education. C3RN and Holyoke Community College host a Cannabis Education Center workforce and business opportunities for those who have been disadvantaged by the drug war, are unemployed or under employed. Learn more here: www.cannacenterofexcellence.org and www.cannabiseducationcenter.org. C3RN has established a non-profit 501c3 organization Cannabis Center of Excellence, INC. which will manage a scholarship program for the HCC Cannabis Education Center.

C3RN Positive Impact Plan Activities

Buudda Brothers annual donation will be used to support scholarships for students to a certificate workforce training and internship program offered through the Cannabis Education Center at Holyoke Community College and Cannabis Center of Excellence, Inc. Scholarships will be given to students who are unemployed or under-employed, have been disproportionately impacted by the drug war, and/or other criteria identified by the CCC as eligible for social equity program. Certificates of completion can be provided to **Buudda Brothers**, the CCC, and learners.

Buudda Brothers agrees to partner in the following ways:

1. Promotion of the training program for the purpose of recruiting participants;
2. Sharing of expertise of company staff as well as offering the opportunity for site visits when permitted by the MA Cannabis Control Commission;

- Attachment B -



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001342284

The date of filing of the original certificate of organization: 8/20/2018

1.a. Exact name of the limited liability company: J'S INVESTMENT LLC

1.b. The exact name of the limited liability company *as amended*, is: BUUDDA BROTHERS LLC

2a. Location of its principal office:

No. and Street: 604 MAIN STREET

City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.

No. and Street: 82 WENDELL AVE.

STE 100

City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JASON PAGAN	19 OAK LANE QUEENS, NY 11363 USA
MANAGER	JUSTIN PAGAN	19 OAK LANE QUEENS, NY 11363 USA
MANAGER	JOSHUA PAGAN	19 OAK LANE QUEENS, NY 11363 USA
MANAGER	JOHN TORO	224-29 EDMORE AVE QUEENS, NY 11428 USA

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

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

SOC SIGNATORY	JUSTIN PAGAN	19 OAK LANE QUEENS, NY 11363 USA
SOC SIGNATORY	JASON PAGAN	19 OAK LANE QUEENS, NY 11363 USA
SOC SIGNATORY	JOHN TORO	224-29 EDMORE AVE QUEENS, NY 11428 USA
SOC SIGNATORY	JOSHUA PAGAN	19 OAK LANE QUEENS, NY 11363 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JUSTIN PAGAN	19 OAK LANE QUEENS, NY 11363 USA
REAL PROPERTY	JOSHUA PAGAN	19 OAK LANE QUEENS, NY 11363 USA
REAL PROPERTY	JASON PAGAN	19 OAK LANE QUEENS, NY 11363 USA
REAL PROPERTY	JOHN TORO	224-29 EDMORE AVE QUEENS, NY 11428 USA

9. Additional matters:

10. State the amendments to the certificate:

I AM CHANGING THE COMPANY NAME FROM J'S INVESTMENT LLC TO BUUDDA BROTHERS LLC. I AM ALSO CHANGING THE LOCATION ADDRESS WHICH IS THE ACTUAL BUSINESS ADDRESS NOW. I AM REMOVING ONE OF THE AUTHORIZED PEOPLE SUSAN RICE.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of March, 2019,
JUSTIN PAGAN , 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:

March 01, 2019 01:58 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

May 7, 2019

TO WHOM IT MAY CONCERN:

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

BUUDDA BROTHERS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 20, 2018.**

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 or withdrawal; 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: **JASON PAGAN, JUSTIN PAGAN, JOSHUA PAGAN, JOHN TORO**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JASON PAGAN, JUSTIN PAGAN, JOSHUA PAGAN, JOHN TORO**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JASON PAGAN, JUSTIN PAGAN, JOSHUA PAGAN, JOHN TORO**

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



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

mass.gov/dor

Letter ID: L1257900928
Notice Date: May 9, 2019
Case ID: 0-000-612-261



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BUUDDA BROTHERS LLC
604 MAIN ST
HOLYOKE MA 01040-5519

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF Buudda Brothers, LLC

A Multi-Member, Manager Managed Limited Liability Company

This Agreement is entered into on November, 12, 2019, by and between Buudda Brothers, LLC, (the “Company”) and Justin Pagan, of 170 Prospect St, Chicopee, MA 01013, Joshua Pagan, of 170 Prospect St, Chicopee, MA 01013, John Toro, 170 Prospect St, Chicopee, MA 01013, hereinafter known as the “Member(s)”

WHEREAS, the Members desire to create a limited liability company and set forth the terms herein of the Company’s operation and the relationship between Members.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Members and the Company agree as follows:

1.1 Formation

The Company was formed in May on Friday, 2019 pursuant to the statutes governing limited liability companies within the State of Massachusetts (the “Statutes”).

2.1 Name and Principal Place of Business

The name of the Company shall be Buudda Brothers, LLC with a principal place of business at 602-606 Main St, Holyoke, MA 01040 or as otherwise selected by the Members.

3.1 Purpose

The Company may conduct any and all lawful business, activity or functions appropriate in carrying out the Company’s objectives as determined by the Members.

4.1 Registered Office and Resident Agent.

The location and name of the registered agent will be as stated in the Company’s formation documents or any amendment thereof.

5.1 Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6.1 Member Capital Contributions

Each Member has contributed the following capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

Justin Pagan	\$102,623.33
Joshua Pagan	\$0
John Toro	\$50,000

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Member by the Company.

7.1 Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
Justin Pagan	33.333%
Joshua Pagan	33.333%
John Toro	33.333%

The term "Controlling Interest" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contact or otherwise. The term "Controls", "Controlled by" and "under common control

with” have correlative meanings, irrespective of capitalization. Controlling interest members are found below:

<u>Member</u>	<u>Controlling Interest</u>
Justin Pagan	30%
Joshua Pagan	30%
John Toro	30%
Jason Pagan	10%

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members’ Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members’ Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members’ Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company’s business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members’ Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members’ Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have “substantial economic effect” within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time

require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8.1 Books, Records and Tax Returns

The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

9.1 Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

10.1 Management of the Company

The business and affairs of the Company shall be conducted and managed by a manager or managers in accordance with this Agreement and the laws of the State of Massachusetts.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of the Members unanimously.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of the Member(s) unanimously in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the

Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

11.1 Meetings of Members

The annual meeting of the Members shall be held on 31, of December at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Member (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action

with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12.1 Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

12.2 Officers

The Managers may designate one or more individuals as officers of the Company, who shall have such title(s) and shall exercise and perform such powers and duties as the Manager may from time to time assign. Any officer may be removed by the Managers at any time and for any or no reason whatsoever. The salary and other compensation, if any, of the officers shall be fixed by the Managers. The Buudda Brothers president shall be the CEO of the Company at the time of incorporation. The CEO and/or COO shall operate the Company on a day-to-day basis and will have the authority to make financial and operational decisions. The CEO may be removed and a new CEO named by a vote of eighty percent (80%) of the Members.

13.1 Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the

assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

14.1 Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15.1 Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty-day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An “event of bankruptcy or insolvency” with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

16.1 Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members’ Percentage Interests (the “Liquidating Agent”). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members’ Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

17.1 Representations of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

18.1 Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Buudda Brothers, LLC, dated effective as of November 12, 2019, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

19.1 Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

20.1 Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and

attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

21.1 Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

22.1 Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

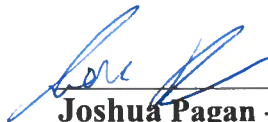
No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement November 12, 2019 .

Buudda Brothers, LLC



Justin Pagan - Member



Joshua Pagan - Member



John Toro- Member

Plan for Obtaining Liability Insurance

Buudda Brothers, LLC (“BB”) intends to obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for the policy shall be no higher than \$5,000 per occurrence.

BB has already sought out quotes from liability insurance companies. BB intends to start policy shortly after submission of the CCC application. As it stands, BB will be properly insured in June, 2019. This might change depending on needs and finances, but that target date of June 2019 is the current goal.

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Buudda Brothers, LLC

Category: Retail Marijuana
Establishment

Date Created:
04/19/ 2019

Description

Buudda Brothers, LLC is striving to open a Retail Marijuana Establishment in the State of Massachusetts within the city of Holyoke.

Buudda Brothers, LLC intends to sell a variety of Marijuana products such as, but not limited to, various Marijuana strains, concentrates, edibles, and topicals. Buudda Brothers, LLC intends to purchase their inventory from third party vendors across Massachusetts and will be dispensing such products to recreational users over the age of 21.

Buudda Brothers, LLC is committed to dispensing safe, high quality Marijuana and Marijuana related products with intentions to build a brand of multiple dispensaries that provide unparalleled customer shopping experience.



Executive Summary

Company Summary

Buudda Brothers, LLC intends to dispense Marijuana and Marijuana related products to recreational users over the age of 21. Buudda Brothers, LLC brand will include a state of the art Retail Establishment to provide an unparalleled patient shopping experience. Our retail facility will be located on one of the busiest streets in Holyoke, Massachusetts. The facility is well positioned, and matches the ideal picture of a community store. Buudda Brothers is to be organized as a Limited Liability Company (LLC) and will be led by Justin Pagan, Joshua Pagan and John Toro whom will serve executive positions such as CEO CFO and COO, respectively.

Main Goals

- ✓ Own and operate a Retail Marijuana Establishment in the state of Massachusetts.
- ✓ To offer high quality Marijuana strains and infused products, including but not limited to edibles, concentrates and topicals.
- ✓ To be fully compliant with all City, State and local municipalities regulations and laws.
- ✓ To build the Buudda Brothers brand as a well trusted name known for their advice, assistance, and care.
- ✓ To build long-term customer relationships on a local level.
- ✓ To educate our customers on the benefits but most importantly value of Marijuana related products.
- ✓ To act for the benefit of society at large.

Mission

- ✓ To offer natural options that enhances quality of life. To inspire personal choice and serve as the first choice to fulfill medical, spiritual, and social marijuana needs.

Main Objectives

Year 1: Securing a Retail Marijuana Establishment license with the intent on opening our first dispensary during the month of January of 2020. To net a sufficient annual income to support operational expenses. To target monthly sales and capacity, with the main focus on increasing steadily throughout the first year.

Year 3: Continue to build on company reputation, customer loyalty, and prepare for year 5.

Year 5: Plans to expand our facility, and/or merge with local competitors to increase Buudda Brothers footprint within the City.

Year 7: Anticipating marijuana will be legal on a federal level; Buudda Brothers plans on seeking options of merging/selling with other well-established dispensaries throughout the region gaining more market share.

Products & Services

Aside from the dispensing of marijuana flowers and concentrates, which will be Buudda Brothers core products, Buudda Brothers Retail Establishment will offer a wide range of marijuana infused edibles to customers who struggle with traditional methods of ingesting marijuana. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

Start-up Summary

The business will be fully funded with \$162,000 liquid capital, which will be allocated between purchasing inventory, and day-to-day expenses. Construction and materials will be provided as a gift from Frankie Pagan. Buudda Brothers, LLC initial capital will go towards their working capital. Buudda Brothers Retail Marijuana Establishment will be leased from Susan Pagan, a family member, who owns the building under the company name Sr & Jp, LLC.

Table 1. Start-up expenses, \$

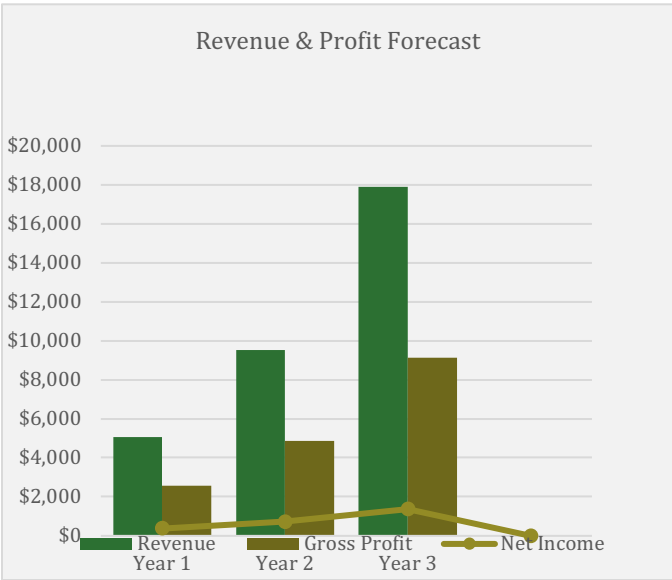
	\$	Start-Up Expenses
CAPEX (retail)		
Space improvements including finishing/painting, lobby space, bathrooms, etc.		\$5,000.00
Security system including, but not limited to, multiple camera feeds, motion sensors, duress buttons, ID scanners		\$15,000.00
Display Counters, Multiple POS/ Cash Registers, Registration Computer, Commercial Label Printer, Storage Hardware and Shelving		\$7,500.
Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office)		\$3,500

Financial Summary

Buudda Brothers, LLC will fund its startup costs largely through personal savings and assistance from family members. From a total investment of \$162,000, Buudda Brothers, LLC is expected to generate nearly \$5,059,736 million in gross revenues with net income of nearly \$387,069 in Year 1, its first full year of operations. Revenues are expected to grow to nearly \$9,519,252 million in Year 2 and \$17,909,267 million in Year 3, with net income of nearly \$728,222 thousand and over \$1,370,058 million respectively.

After the first year of operations, it is expected that Buudda Brothers, LLC will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.

Direct and Indirect Social Impacts



Buudda Brothers, LLC is expecting to create more than 5-10 new jobs within the City of Holyoke during their first two-three years of operating, estimating over \$280,000 in salaries, \$17,498.88 in Social Security taxes, \$4,092.48 Medicare taxes and \$20,716 for Insurance each year. Buudda Brothers also intends to allocate 0.5% of sales to schools and different community programs with intentions to increase that percentage as business grows.

Table 2. Taxes and contributions flow, \$

	Year 1	Year 2	Year 3
Federal Tax	\$903,162.	\$1,699,186	3,196,804
State Tax (10.75%)	\$41,609	\$78,283	\$147,281
Local Tax (3%)	\$77,413	\$145,644	\$274,011
Community programs	\$12,902	\$24,274	\$45,668

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Marketing & Sales Strategy

Positioning

Buudda Brothers, LLC will implement five differentiation strategies:

1. **Product Quality** – Buudda Brothers will choose the best strains available to establish its brand and provide the most effective treatment for its clients by utilizing small batch productions produced by Buudda Brothers cultivation facility and third party vendors. Buudda Brothers will solicit feedback from our customers to continuously improve product selections.
2. **Referral Networks** – We will work closely with various medical, recreational and alternative health clinics across the state. We will establish a referral network that supports product consistency, brand recognition, and reliable delivery.
3. **Pricing** – Buudda Brothers will analyze the industry thoroughly and price their products accordingly.
4. **Personalized Service** – We will train knowledgeable and friendly staff members who will help clients select the best product for their needs. The management team will always be available to talk with customers and potential customers, providing them with years of experience and expertise.

Marketing Plan

Online advertising platforms are placing strict rules on how companies can market their products. Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective marketing strategies for legal marijuana companies are direct marketing at industry conferences and other events, and building communities around marijuana related concerns such as health and wellness. One of the most important marketing and sales strategies of Buudda Brothers will be their focus on generating long-term personalized relationships with their customers.

Marketing and advertising campaigns may include but not limited to:

Marketing & Sales Strategy

- **Business and industry associations:** Holyoke Chamber of Commerce.
- **Business events and conferences:** Which may include event sponsorships, health, or related industry events to gain brand exposure and bring the Buudda Brothers name to the forefront of the community.
- **Brand development:** It includes branded products such as shirts, hats, grinders, cases/containers, etc. which will be offered in store and on our website.
- **Brochures:** We will produce high-quality brochures that will be distributed to doctors who issue cannabis prescriptions, clinics and other licensed vendors.
- **Website:** We will have a professionally designed website integrated with a payment system.
- **Search Engine Optimization (SEO)-** Focus on growing visibility in organic search engine results. SEO encompasses both the technical and creative elements required to improve rankings, and drive traffic.
- **Email Marketing-** Email will be a great way to keep our customers informed and engaged with relevant content, keeping our brand at the top of ones mind.
- **Information kits for clients and medical/health practitioners:** Information kits will include registration forms, brochures, and general information on the use of medical/recreational marijuana. Kits will also provide information on how to process orders.
- **Social Media:** Buudda Brothers will have a significant social media presence. Appropriate forums will be monitored daily, with dedicated staff resources and knowledgeable participants. We will develop a social media content strategy, which will include Twitter, Facebook, Instagram, LinkedIn and YouTube. Our staff will be trained in the legalities of promoting our products.
- **Guerrilla marketing:** Implementing a guerrilla marketing division to focus on low-cost unconventional marketing tactics that yield maximum results.

Table 3. Cannabis business directories

WEEDMAP https://weedmaps.com/	Largest cannabis dispensary/store finder on the planet with over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFLY https://www.leafly.com/	Leafly is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors' portal.	Leafly has 226.27 thousand total visits each month.

Competition

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on North England Treatment Access (NETA) and INSA's radar at all times. The recreational cannabis industry is known to be highly competitive in the U.S and in most parts of the world. As the industry continues to grow, alternative ways through which customers can obtain their recreational cannabis products expands. There are alternative methods like mail-order firms, grocery chains, mass merchants and dollar stores; these are the real competitors in the industry. These competitors ensure that they do all that lies within their power to gain a favorable market share of the available market in any given region.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated and infused products produced, the services offered, and the location where the dispensing, cultivation and extraction will be taken place. The branding of Buudda Brothers also plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises, smaller enterprises can still gain their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis operations will always struggle against larger based cannabis operations when it comes to pricing power and brand recognition, hence the reason why smaller based operations will always go out of their way to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Our nearby competitors who are currently operating are, NETA (Northampton) who is located roughly 16 min away from Buudda Brothers, and INSA (Easthampton), which is, located 18 min away. Boston Bud Factory, Canna Provisions and Hothouse Holyoke will be listed as potential competitors. All three businesses have submitted their application to open a recreational cannabis dispensary. All three stores will be roughly three minutes away from our location, located at 604 Main St.

Target Customers

Aside from the cannabis flower, which is our core product, Buudda Brothers Retail Marijuana Establishment will retail a wide range of Recreational Cannabis Infused products to customers who are based in Holyoke and every other city where we plan to open in the near future. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

Buudda Brothers Retail Marijuana Establishment will ensure that all of our customers are given first class treatment whenever they visit our store. We will have CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our consumer base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique marijuana needs. Customers whom are interested in Cannabis, and cannabis related products come from diverse groups, ages, races and socioeconomic backgrounds.

Marketing & Sales Strategy

Ranging from young to old, treating chronic and terminal illnesses such as cancer, epilepsy, HIV/AIDS, and beyond.

Sales Forecast

During the first year, Buudda Brothers intends to launch sales of their own product line along side third party products with expectations of generating roughly \$5,059,736 in revenue. During the second year of operations Buudda Brothers projects to generate a daily income between \$8,000-\$15,000 during the first few months with plans to increase that number to about \$20,000-\$26,000 a day by the ending of our 2nd year of our dispensary Grand Opening. From the third year on Buudda Brothers expects a healthy annual increase in their retail revenue.

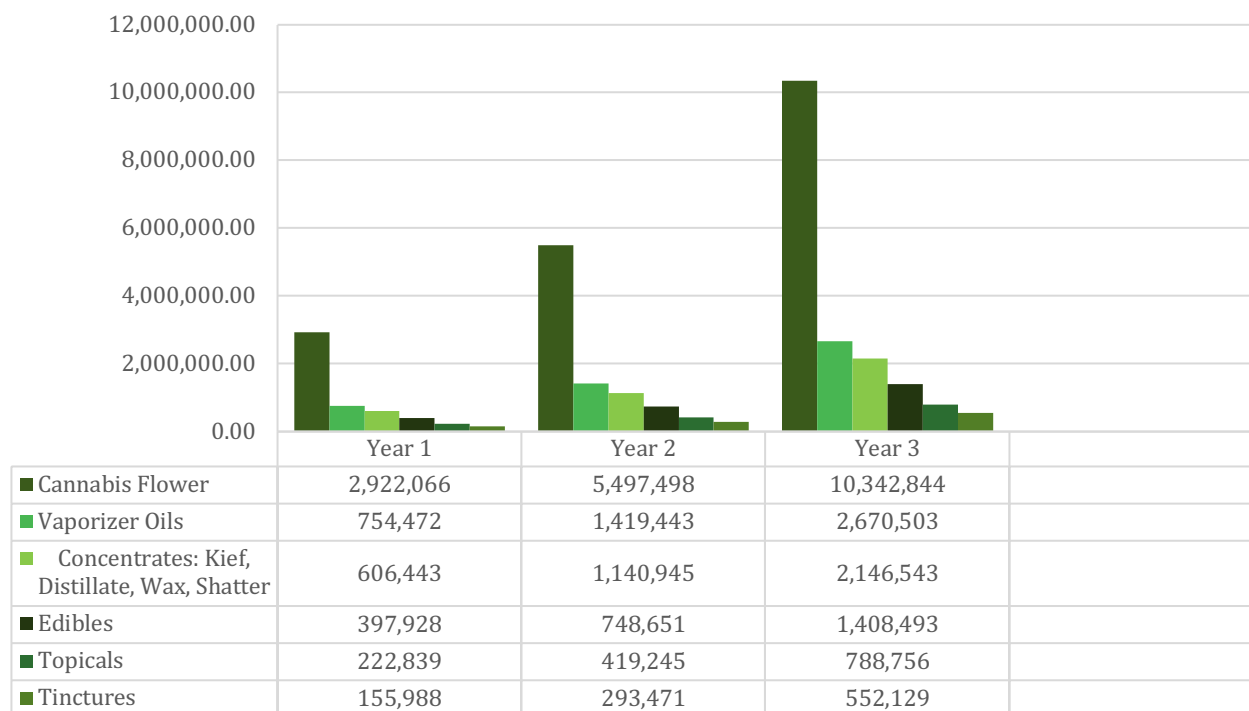


Figure 1. Sales forecast,

Operating Plan

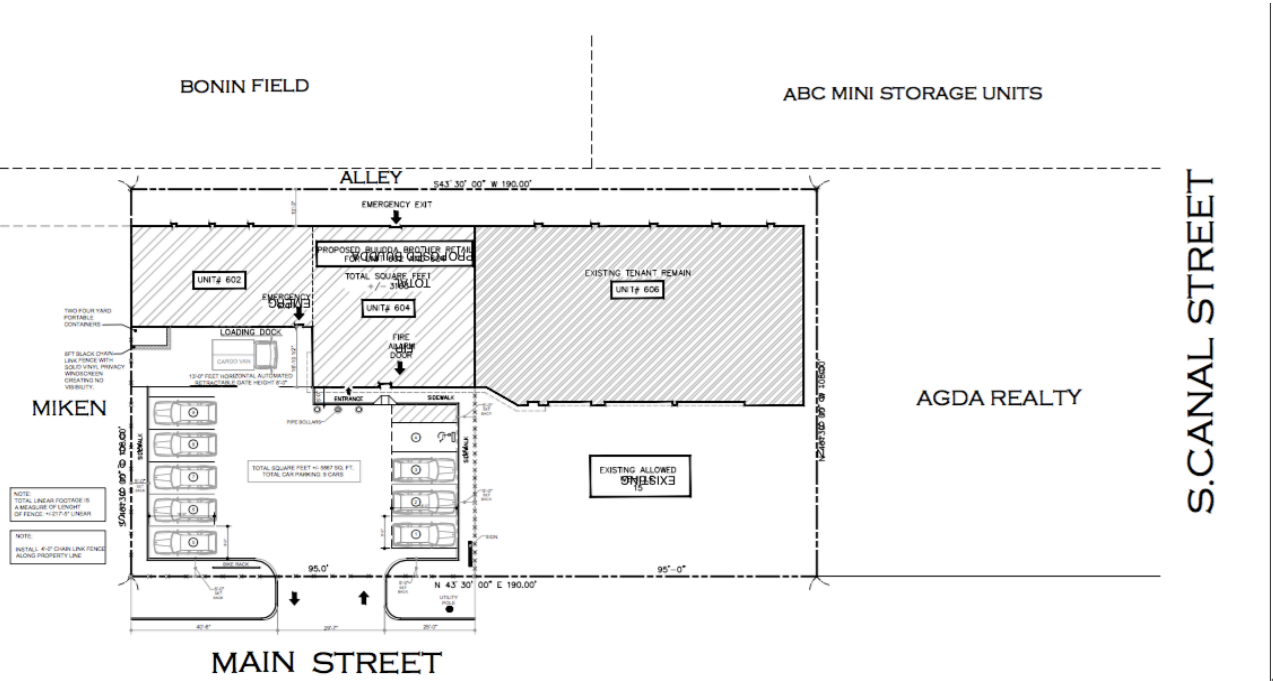
Dispensary/Store Location and Facilities

Location and Building Specifications

The physical address of our retail shop facility will be:

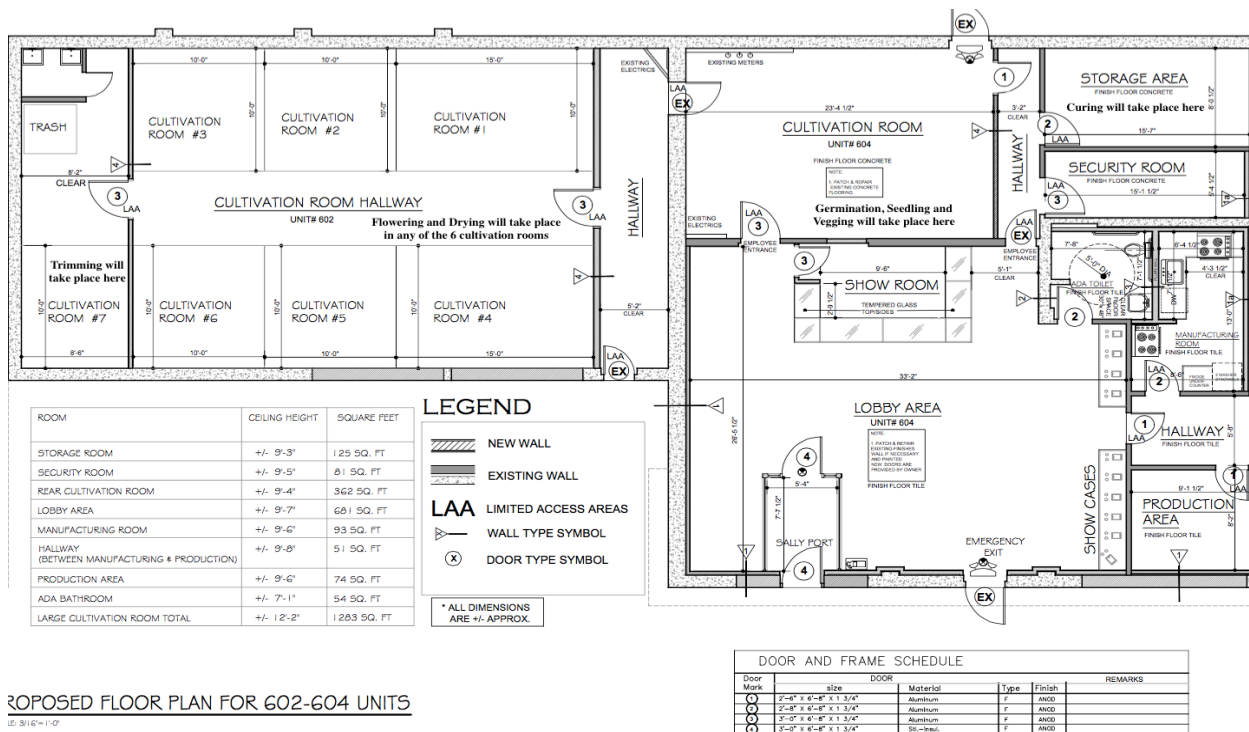
604 Main Street, Holyoke, MA

A site plan showing the entire structure of the retail center, including the street(s), parking lot(s), and additional tenants within the facility is shown below:



After conversion, the internal plan of the facility will have the following configurations:

Operating Plan



- ❖ Areas where cannabis will be kept or handled will not have any external doors or windows and can be accessed only from within the facility.
- ❖ Walls separating the lobby from all other limited access areas will consist of 4" steel studded sheetrock walls with solid-steel doors.
- ❖ All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

Floor Plan

A floor plan of the retail store reveals the location of the following:

- All entrances and exits
- The location of any windows, skylights, and roof hatches;
- The location of all cameras, and their field of view;
- The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens;
- The location of the digital video recorder and alarm control panel; and
- Restricted and public areas

Guards

During the hours of operations Buudda Brothers will have at a minimum, one on-site security guard at the entrance and one security guard within the facility.

Quality Assurance Plan

Buudda Brothers, LLC intends to use the QA methods.

Part I: Packaging and Labeling

- Elements of a quality assurance plan shall include best practices for the packaging and labeling of cannabis and cannabis products.

Part II: Production control

- Buudda Brothers will mandate third party vendors to provide their production control and testing results for all products purchased.

Part III: Inventory Control

- An inventory control plan.

Part IV: Disposal and Waste Removal

- Standards for the disposal-destruction of cannabis waste and other wastes.

Part V: Adverse Events and Recall Procedures

- Recall policies and procedures in the event of contamination, expiration or other circumstances that render the cannabis unsafe or unfit for consumption, including, at a minimum, identification of the products involved, notification to the dispensary or others to whom the product was sold or otherwise distributed, and how the products will be disposed of if returned to or retrieved by the applicant.

Part VI: Record Keeping and Regulatory Compliance

- (A) Record keeping policies and procedures that will ensure the facility complies with rules.
- (B) Implementation and compliance with the inventory tracking system.

Packaging and Labeling

Prior to marijuana being sold or transferred, Buudda Brothers, LLC will conduct the following regulations for packaging and labeling:

Labeling of Marijuana and Marijuana Products

1. Ensure the placement of a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each package of marijuana that it makes available for retail sale, containing at a minimum the following information.
 - a. The name and registration number of the Marijuana Cultivator that produced the marijuana, together with the retail licensee's business telephone number, electronic mail address, and website information, if any;
 - b. The quantity of usable marijuana contained within the package;

- c. The date that the Marijuana Retailer or Marijuana Cultivator packaged the contents and a statement of which licensee performed the packaging;
- d. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- e. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid level;
- f. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L c. 94G. § 15;
- g. This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and here may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;
- h. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- i. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(a) shall not apply to marijuana packaged by a Marijuana Cultivator for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13) provided however that the retailer is responsible for compliance with 935 CMR 500.105(5) for all marijuana products sold or displayed for consumers

Labeling of Edible Marijuana Infused Products: Prior to edible marijuana products being sold or transferred, the marijuana product manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 in in size on each edible marijuana product that it prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;

- b) The name of the marijuana product;
- c) Refrigeration of the product is required, as applicable;
- d) Net weight or volume in US customary and metric units;
- e) The quantity of usable marijuana contained within the product as measured in ounces;
- f) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- g) A list of ingredients, including the full cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
- h) The serving size of the marijuana product in milligrams if the package is a multiple-serving package;
- i) The number of serving sized within the marijuana product in milligrams if the package is a multiple-serving package;
- j) The number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150
- j. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
- k. The date of creation and the recommended “use by” or expiration date which shall not be altered or changed;
- l. A batch number, sequential serial number and bar codes when used, to identify the batch associated with manufacturing and processing;
- m. Directions for use of the marijuana product if relevant;
- n. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L c. 94G, § 15;
- o. A warning if nuts or other known allergens are contained in the product;
- p. This statement including capitalization: “The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN”;
- q. The following symbol or easily recognizable issued by the Commission that indicates the package contains marijuana product:



- r. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:

935 CMR 500.105(5)(b) shall apply to edible marijuana products produced by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13) and shall be in addition to any regulation regarding the appearance of edible marijuana products under 935 CMR 500.150.

Labeling of Marijuana Concentrates and Extracts: Prior to marijuana concentrates or extracts being



sold or transferred, the Marijuana Product Manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 in in size on each marijuana concentrate container that is prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
- b) The name of the marijuana product;
- c) Product identity including the word "concentrate" or "extract" as applicable;
- d) Net weight of volume expressed in US customary units and metric units;
- e) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- f) A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;
- g) A statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150;
- h) The date of creation and the recommended "use by" or expiration date;
- i) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- j) Directions for use of the marijuana product if relevant;
- k) A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- l) A warning if nuts or other known allergens are contained in the product;
- m) This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";

- n) The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- o) The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(c) shall apply to marijuana concentrates and extracts produce by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13).

Labeling of Marijuana Infused Tinctures and Topicals: Prior to marijuana infused tinctures or topicals being sold or transferred the Marijuana Product Manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each container of marijuana infused tincture or topical that is prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
- b) The marijuana product's identity;
- c) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- d) A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;
- e) Net weight or volume as expressed in US customary units or metric units;
- f) The date of product creation;
- g) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- h) Directions for use of the marijuana product if relevant;
- i) A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- j) A warning if nuts or other known allergens are contained in the product;
- k) This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be

associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;

- l) The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- m) The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(d) shall apply to marijuana-infused tinctures and topicals produced by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 035 CMR 500.105(13)

Packaging of Marijuana and Marijuana Products:

- A. Tamper or Child-resistant Packaging. Licensees licensed subject to 935 CMR 500.050(5) shall ensure that all marijuana products, other than those offered at wholesale by a Marijuana Cultivator, that are provided for sale to consumers by a licensee shall be sold in tamper or child-resistant packaging.

To be in compliance with 935 CMR 500.105(6), licensees shall ensure:

1. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are
 - a) Opaque or plain in design;
 - b) Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
 - c) Certified by a qualified third party tamper or child resistant packaging testing firm that the packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
2. That where compliance with the requirements of tamper or child-resistant packaging is deemed to be unreasonably impracticable, marijuana products shall be placed in an exit package that is:
 - a. Capable of being resealed and made tamper or child-resistant again after it has been opened;
 - b. Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and
 - c. Is certified by a qualified third party tamper or child-resistant packaging testing firm that the packaging regulations of the US Consumer Product Safety Commission as included at 16 CR 1700.

- B. Limits on Packaging Design. Packaging for marijuana products sold or displayed for consumers,

including any label or imprint affixed to any packaging containing marijuana products or any exit packages, shall not be attractive to minors. Packaging is explicitly prohibited from:

1. Using bright colors, defined as colors that are “neon” in appearance;
2. Imitating or having a semblance to any existing branded consumer product, including foods and beverages, that do not contain marijuana;
3. Featuring cartoons;
4. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typical marketed to minors;
5. Featuring symbols or celebrities that are commonly used to market products to minors;
6. Featuring images of minors; or
7. Featuring words that refer to products that commonly associated with minors or marketed to minors

C. Packaging of Multiple Servings.

1. Packaging for marijuana products sold or displayed for consumers in multiple servings shall include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including Capitalization: “INCLUDES MULTIPLE SERVINGS.”
 2. Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings shall allow a consumer to easily perform the division into single servings.
 - a) Edible for marijuana products in solid form sold form shall be easily and permanently scored to identify individual servings.
 - b) Notwithstanding 935 CMR 500.105(6)©2.a., where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product shall be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored shall be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to licensees.
 3. Packaging for marijuana product beverages shall be packages solely in a single serving size. Multiple serving beverages are strictly prohibited for sale.
- D. Each single serving of an edible marijuana product contained in a multiple-serving package shall be marked, stamped and otherwise imprinted with a symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product.
- E. Serving size shall be determined by the processor but in no instance shall an individual serving size of any marijuana product contain more than five milligrams of delta-nine-tetrahydrocannabinol.

Packaging and Labeling Pre-Approval- Prior to a marijuana product being sold at a Marijuana Establishment, a licensee or license applicant may submit an application, in a form and manner determined by the Commission, for packaging and label approval to the Commission. The Commission may charge a fee for packaging and labeling pre-approval. The packaging and labeling pre-approval process shall in no way substitute for compliance with 935 CMR 500.105(4) through (6).

Tracking Solution

Buudda Brothers, LLC intends to use an extensive seed-to sales tracking solution for every level of the vertically integrated business, which allows us to remain compliant while helping to identify key data

points to streamline and optimize inventory management at each phase of the operation: Dispensing, destruction and waste, transportation, and lab testing.

Conversion Tracking – Converting products into single or multiple by-products while maintaining a complete chain of custody, logging cost per gram calculations and product notifications/recalls.

Transport Manifests – Creating, submitting, and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review.

Product Details – Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, in addition to a reactive expiration date that can lock a product if it's past its expiration date.

Inventory Management – Analyzing the sales data to optimize the dispensary/store inventory to the customers.

Data Driven CRM – Out-of-the-Box Customer Relationship Management (CRM) tools to reward loyal customers and referrals. Setup targeted email and text campaigns based on customer's favorite products, last visit date, purchase history, birthdays and more.

Organizational Structure

Buudda Brothers is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to carry out various job positions within our company. We hope to leverage on their expertise to build our brand to be well accepted in the United States, but most importantly in Massachusetts.

Below are the positions that will be available at Buudda Brothers:

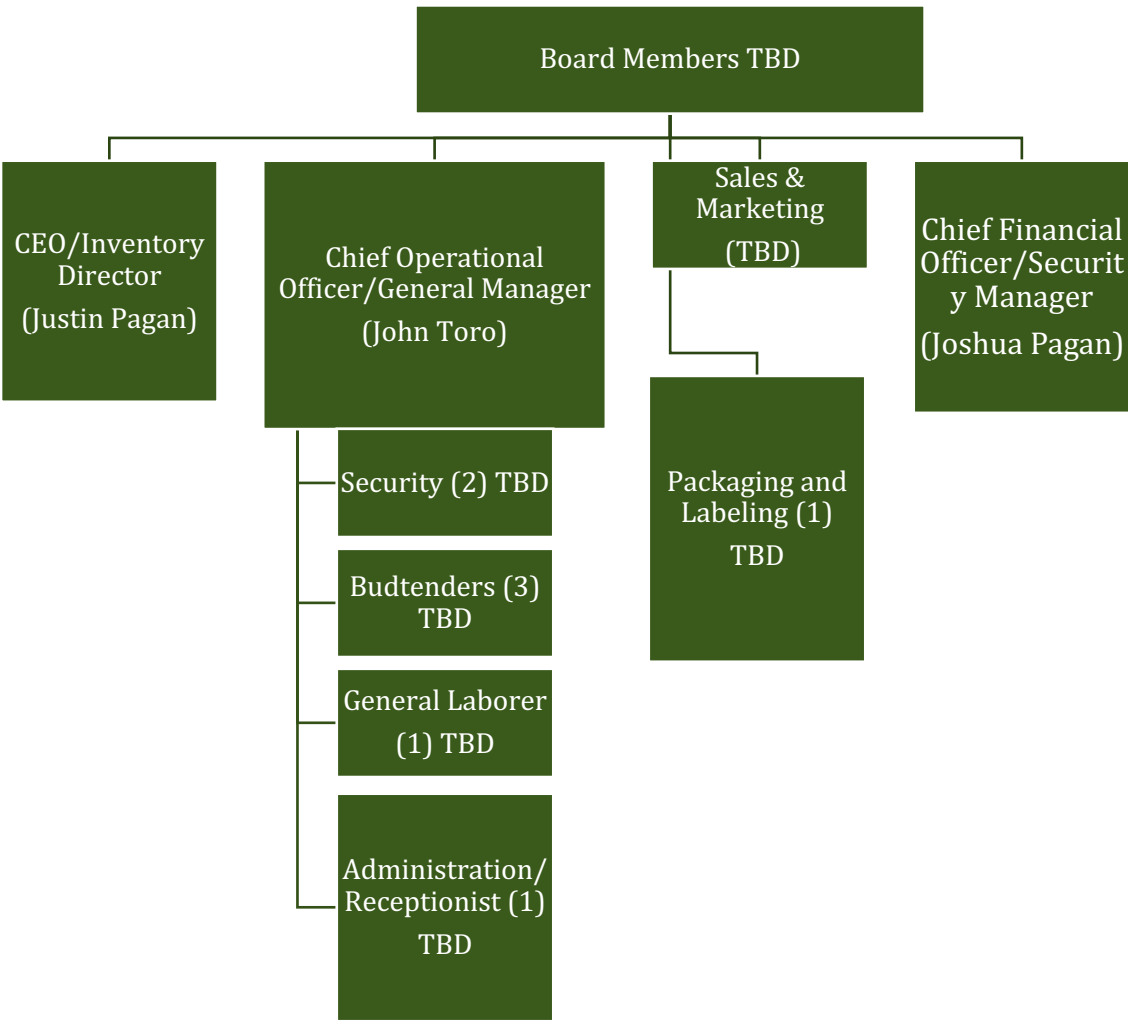


Figure 2. Organizational structure

Table 4. Personnel Plan, \$

Position—Hourly wages	Year 1	Year 2	Year 3	Annual Salary
Chief Executive Officer/Inventory Director	\$80,640	\$88,704	\$97,574.	
\$20 HR @ 56 Hours a week with annual increase of 10%.				
Chief Operational Officer/General Manager	\$80,640	\$88,704	\$97,574	
\$20 HR @ 56 Hours a week with annual increase of 10%.				
Chief Financial Officer/Security Manager	\$80,640	\$88,704	\$97,574	

Organizational Structure

\$20 HR @ 56 Hours a week with annual increase of 10%.				
Security Personnel (Retired Officer/Auxiliary)	\$30,720	\$32,256	\$33,868	
\$16 HR @ 40 Hours a week with an annual increase of 5%				
Budtender/Dispensing Agents	\$26,880	\$28,224	\$29,635	
\$14 HR @ 40 Hours a week with an annual increase of 5%.				
General Labor (Facility Up-keeping)	\$23,040	\$24,192	\$25,401	
\$12 HR @ 40 Hours a week with an annual increase of 5%.				
Assistant Manager	TBD	TBD	TBD	
Sales & Marketing Team	TBD	TBD	TBD	
Administration	TBD	TBD	TBD	

Training Plans

1. Train employees at time of hire on business operations and compliance.
2. Continue to train employees on any new regulations being brought to our attention after one is hired.
3. Customer service training programs that consist of training and teaching employees how to improve customer support and satisfaction. It will be an iterative process, which would involve teaching skills, competencies, and tools needed to better serve customers so they derive more value for Buddha Brother's products and shopping experience.
4. Any person entering data into the Cannabis Tracking System (CTS) will first be trained by the Chief Operational Officer before granting access to enter data into the CTS.
5. All individuals will be required to have a valid Marijuana Worker Permit, complete the required training and maintain their permit while working on behalf of the Licensee.

Financial Plan

Funding analysis

“Buudda Brothers” intends to invest \$162,000 of the their own capital with plans to raise capital in the near future.

Direct and Operating Expense Breakdown

Direct Costs

Table 5. Direct costs, \$

Retail, \$	Year 1	Year 2	Year 3
Purchase			
Cannabis Flower	1,431,812	2,684,954	5,067,993
Vaporizer Oils	369,691	695,527	1,308,546
Tinctures (480mg)	79,553		21,158
Edibles (Baking Goods, chocolate, infused foods)	194,984	366,838	690,161
Topicals (Creams and Ointments)	109,191	205,430	386,490
Delivery Costs			
Delivery costs	TBD	TBD	TBD
Fuel	TBD	TBD	TBD
Other delivery costs	0	0	0
Other Direct Costs			
Other direct costs	0	0	0
Other direct costs	0	0	0
Other direct costs	0	0	0
Taxes			
Retail Cannabis Federal Tax (35% of gross receipts)	903,162	1,699,186	3,196,804
Retail Cannabis State Tax (10.75% of Net Income)	41,609	78,283	147,281
Retail Cannabis Local Tax (3% of Gross Income)	77,413	145,644	274,011
Total	1,022,184	1,923,113	3,618,096

Operating Expenses

Table 6. Operational costs, \$

\$	Year 1	Year 2	Year 3
SG&A Expenses			
G&A Expenses - Initial & General Costs			
Legal Fees & Licensing for setting up	15,000	TBD	TBD
Website/Ecommerce platform development	2,000	TBD	TBD
Other initial expenses	0	0	0
Property Taxes	3,000	TBD	TBD
Commercial Insurance	5450	TBD	TBD
Other General Costs	0	0	0
G&A Expenses - Retail			
Building Renting	2,000	TBD	TBD
Security & Surveillance	15,000	0	0
Electronic Devices (Including, but not limited to, TVs, POS systems, IPads, Communication Devices, ID Scanners)	7500	TBD	TBD
Building Build-out (including, but not limited to, Flooring, Plumbing, Electrical, and Painting)	19,400	TBD	TBD
Community Contributions (0.5% of Gross Profits)	TBD	TBD	TBD
SG&A Expenses - Marketing & Sales Expenses			
Marketing Expenses, including PR, Branding, Online and Offline advertising—Plans of allocating 8-10%	TBD	TBD	TBD
Other Marketing & Sales Expenses	0	0	0
Brokers and Sellers Fees	0	0	0
Salaries & Benefits	322,560	TBD	TBD
Total	391,910	TBD	TBD

Profit & Loss Forecast

Business's revenue is projected to grow significantly for the first two years' timeframe. The yearly projections are in the table below:

Table 7. Income Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3
Revenue		5,059,736.18	9,519,252.52	17,909,267.47
COGS - Cost of Goods Sold		2,479,270.73	4,664,433.33	8,775,541.10
Gross Profit		2,580,465.45	4,854,818.79	9,133,726.37
% of revenue		51%	51%	51%
Operational Cost				
Operating Cost (Including, but not limited to, Admin expenses, lab testing, marketing, utilities, maintenance, miscellaneous)		258,000	270,900	284,445
Personnel Cost (including, but not limited to, Salaries for Senior management, security personnel, Budtenders, General Laborers)		476,940	476,940	476,940
Total Operational Cost		761,820	774,720	788,265
Operating Income (EBITDA)		1,818,645.45	4,080,098.79	8,345,461.37
Taxes (Assuming 20%)		363,729.09	816,019.76	1,669,092.27
Net Profit		1,454,916.36	3,264,079.03	6,676,369.10
% of revenue		29%	37%	37%

Cash Flow Statement

The cash flow projections show that our business will have sufficient cash to support our activity. The following table presents a view of projected cash flow of our business.

Table 8. Cash Flow Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3
INFLOW				
Sales		5,059,736.18	9,519,252.52	17,909,267
Total Cash Inflow		5,059,736.18	9,519,252.52	17,909,267
Payment				
Personnel Cost		503,820	503,820	503,820
Operational Cost		258,000	270,900	284,445
Total Payment		761,820	774,720	788,265
Tax		363,729.09	816,019.76	1,669,092.27

Financial Plan

Cash Balance	3,934,187.09	7,928,512.76	15,451,910.20
Opening Balance	(93,000)	3,841,187.09	11,769,699.85
Closing Balance	3,841,187.09	11,769,699.85	27,221,610.05

Retail Premises

Physical Security Plan

Buudda Brothers will secure the perimeter of our facility to prevent unauthorized intrusion. Within our dispensary, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

Video surveillance and adequate exterior security lighting will secure the perimeter. In addition, during non-operational hours, all entryways, exits and windows will be externally covered by industry leading surveillance systems, which will notify our nearby police station within seconds if any suspicious activity has been detected.

Motion detectors will monitor the inside of all exterior doors; windows and interior limited access areas.

Customers Access

The property has a total of nine common parking spaces on its premises stationed in the front of the building. These spaces will easily accommodate our daily customers. Off-site parking consisting of 2500 sq ft was secured 740ft away from Buudda Brothers facility during an event that parking on site is not possible.

Procedure

- A. Customers will be asked to display their 21+ ID prior to entering through the facility's front entrance.
- B. Once customers enter our facility they will be asked to wait for the next available bud-tender. During the waiting time, customers will have the ability to view our daily products displayed within our showcases, and digital screens.
- C. Once a bud-tender completes the transaction with their customer the next customer will be asked to step down where they can view the products they're interested in, in more detail, and have answered any questions they may have. Customers will be asked to display their 21+ ID prior to finalizing their transactions.
- D. Once the customer is completed finalizing their transaction our on site security personnel will direct them out of the facility.

The entry door to the cannabis products area will be operated on a "double buzzer" system, controlled by the person assigned to the control area. This person will allow access into the lobby only after proper screening. At this point, customers will be escorted into the area where the products can be viewed and purchased. No weapons, bags or hoodies will be allowed within the facility. In addition, there will be a guard on site in the area of the cannabis products, roving the perimeter.

Internal Access-Point Control

All movement within the facility will be tightly controlled. All main access doors and doors to the dispensary will require keycards and electronic passcodes.

Limited Access to Secured Areas and Visitors

Buudda Brothers facility will consist of limited access areas. Buudda Brothers ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel.

Electronic Security System

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

Video Surveillance

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 1280x720 pixels. All video footage will be stored for a minimum of 90 days. Recordings are subject to inspection. This is sufficient to allow facial identification of anyone in or nearing the facility.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the following:

1. Lobby Area
2. Scanning station
3. The retail sales floor with a camera located at each point of sale location
 - a. The camera placement must allow for recording of the facial features of any person purchasing or selling cannabis goods
 - b. This covers all areas where cannabis is present or handled, including all point-of-sale locations, and all means of access to such areas.
4. Entrances and exits from both indoor and outdoor vantage points
5. Security Rooms
6. All limited access areas
7. Areas where cannabis goods are weighed, packed, stored, loaded, or unloaded for transportation, prepared, or moved within the premises.
8. Areas storing the surveillance system device with at least once camera recording the access points to the secured surveillance recording area
 - a. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft
9. Video surveillance will cover external and internal areas 24/7 at a minimum of 15 frames per second

A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

Third-Party Monitoring

Buudda Brothers anticipates contracting with Trarget Securities to help deter, detect, and document security events at each facility from a remote location. Target Securities will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with Target Securities to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams
- Unauthorized electronic access
- Security and fire alarms

Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, the retail sales floor, storage rooms, and windows.

Burglary Alarm System

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- ✓ A test signal shall be transmitted to the central station every twenty-four (24) hours;
- ✓ At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- ✓ The system shall include at least one (1) holdup alarm for staff use; and
- ✓ The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

Panic Buttons and Internal Communications

Panic buttons will be installed in easily accessible areas within the dispensary, inventory/storage room, and IT/security room.

Fire Security

The Processing Facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of processing safety. As part of Buudda Brothers commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed-contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

Qualifications and Training.

Buudda Brothers, LLC (“BB”) believes in creating an environment where our employees succeed and where our customers are safe and feel comfortable. BB has designed plans/trainings for our team members to succeed in that goal.

Majorly, BB has created an employee handbook and training manual. These documents contain the specific qualifications and trainings required for all agents and employees of BB. The following provides a summary of major topics in BB’s employee handbook and training manual.

BB will require all marijuana establishment agents to complete training prior to performing job functions.:

- 1) Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent; the amount and type of training will be dependent to the job function of each individual.
- 2) At a minimum, staff shall receive eight hours of training annually.
- 3) All current owners, managers ,and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor,” if programs are available.
- 4) Once a BB has been designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
- 5) After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
- 6) Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
- 7) BB 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 upon request during normal business hours.

Further, BB wants the bud tenders to be informed and up to date on all types of products that are out there in the market. Since our bud tenders will be discussing different products and different effects on the human body it is great to be informed.

Discussion concerning marijuana's effect on the human body with training that shall include Marijuana's physical effects based on type of marijuana product, the amount of time to feel impairment, visible signs of impairment and recognizing the signs of impairment, diversion prevention.

BB will also teach all retail establishment employees about how to check identification, spotting false identification, medical registration cards issued by the DPH, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

BB will also make sure that all retail establishment employees have a basic understanding of other key state laws and rules affecting owners, managers, and employees, which shall include local and state licensing and enforcement, incident and notification requirements, administrative and criminal liability, license sanction and court sanctions, waste disposal, health and safety standards, patrons prohibited from bringing marijuana onto licensed premises, permitted hours of sale, conduct of establishment, permitting inspections by state and local licensing and enforcement authorities, license responsibilities for activities occurring within licensed premises, maintenance of records, privacy issues, and prohibited purchases and practices.

BB will have sophisticated security equipment which will monitor the establishment 24/7. We hold our security team to the highest standard possible to be the business eyes and ears at all times. The security team will be required to complete separate trainings specific to security aspects. BB will consult with the City of Holyoke Police Department regarding these trainings, and make sure our trainings cover the bare minimum public safety concerns.

Quality Control and Testing of Marijuana and Marijuana Products.

Product safety involves several aspects: Testing of the marijuana and or marijuana products; the manner in which the product is handled and packaged, the manner in which it is stored, the environment in which all of the foregoing occurs, and information concerning the use of the product. Buudda Brothers, LLC (“BB”) policies and procedures address each of these areas in detail.

Prior to receipt by any Marijuana Establishment(s) that Buudda Brothers is affiliated with, such as, Marijuana Cultivators, Marijuana Product Manufacturers, and or Marijuana Retailers, all recreational marijuana will have been subjected to testing by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Recreational Marijuana Products and Marijuana-infused Products. Testing of environmental media (e.g. soils, growing media, and water) shall also be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries and Adult-Use of Marijuana, published by the Department of Health and the Cannabis Control Commission. If not already packaged and labeled, products will be examined by a designee employee for visual defects in the packaging or obvious deficiencies in the product(s). In accordance to 935 CMR 500.160(1)(a), any deficiencies that are found, the designee employee of BB shall notify the Chief Executive Officer and or Chief Operational Officer who will then notify the Cannabis Control Commission within 72 hours of any laboratory testing results, indicating that the contamination cannot be remediated and the disposing of the receiving batch. This notification must be from both the Marijuana Establishment(s) and the Independent Testing Laboratory, separately and directly.

Through its Chief Executive Officer, BB will investigate an appropriate array of certified Testing Laboratories and identify the most qualified facilities. BB will concurrently conduct due diligence of its product suppliers to ensure that the marijuana sold has been verified by qualified Independent Testing Laboratories.

Protocols for submitting Marijuana and Marijuana Products for Testing.

BB will ensure that its products are subject to the following protocols and procedures related to the testing of Marijuana and Marijuana Infused Products:

- ❖ Immediately before any purchase of Marijuana and or Marijuana Products, the supplier will have to segregate all raw harvested cannabis into homogenized batches and select a random sample from each batch for collection and testing by an Independent Testing Laboratory for the compounds and Contaminants set forth in 935 CMR 500.160 (1);
- ❖ Marijuana and or Marijuana Products will not be available for sale until the Independent Testing Laboratory provides the results from its tests and analysis. The supplier and or Independent Testing Laboratory should:
 - Segregate and withhold from use of the entire batch that is currently being tested, except the samples that have been removed for testing;
 - Maintain the batch in a secure location consisting of, adequate lighting, ventilation, temperature, humidity, during the period of segregation so as to prevent the marijuana from becoming contaminated or losing its efficacy;
 - The supplier shall ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination of mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables, and;
 - Packaged in a secure area in accordance to 935 CMR 500.105(3).
 - Have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed;
 - Storage areas shall be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds and pests of any kind,
 - Have storage areas maintained in accordance with the security requirements required by the CCC, 935 CMR 500.110, as well as Buddha Brothers policies and procedures;
 - Under no circumstances sell any marijuana from the withheld batch, before the time that the Independent Laboratory has completed its analysis and provided those results, either in writing or electronically, back to the supplier that provided the sample; and,

- ❖ Where a sample provided to a Independent Testing Laboratory does not pass the required testing parameters, the lot from which it was taken, should be immediately disposed in compliance with 935 CMR 500.105(12)

All marijuana and or marijuana products purchased from Marijuana Establishment(s) must be tested for the cannabinoid profile and for contaminants as specified by the Department including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. Such testing's are shown below in more detail:

Metals.

Finished Adult-use marijuana products must be tested for the four metals including, Arsenic (inorganic), Cadmium, Lead and Mercury.

Pesticides and Plant Growth Regulators.

A production batch of finished plant material may be dispensed to consumers if no individual pesticide or plant growth regulator is detected above 10 ppb. The minimum list of pesticides includes, Bifenazate, Bifenthrin (synthetic pyrethroid), Cyfluthrin (synthetic pyrethroid), Etoxazole, Imazalil, Imidacloprid, Myclobutanil, Spiromesifen, and Trifloxystrobin.

Microbiological Contaminants and Mycotoxins.

Requirements for total viable aerobic bacteria, total yeast and mold, total coliforms, and bile tolerant gram-negative bacteria are given in colony forming unit ("CFU") counts per mass of product samples. The requirements for pathogenic E. coli and Salmonella spp. is based on detection in a 1-gram sample, and the requirement for mycotoxins is based on the concentration per kilogram of sample. The limits of quantification thresholds for microbiological contaminants and mycotoxins are shown below:

Cannabis Material	Total Viable Aerobic Bacteria	Total Yeast and Mold (CFU/g)	Total Coliforms (CFU/g)	Biletolerant Gramnegative Bacteria (CFU/g)	E. coli (pathogenic strains) and Salmonella spp.	Mycotoxins (3)
Unprocessed Materials (2)	10 ⁵	10 ⁴	10 ³	10 ³	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
Processed Materials (2)	10 ⁵	10 ⁴	10 ³	10 ³	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
CO2 and Solvent-based Extracts	10 ⁴	10 ³	10 ²	10 ²	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material

Residual Solvents.

Residual solvent testing is required only for marijuana resins and concentrates where solvents have been used within a Marijuana Establishment(s) production process. A production batch of cannabis oil may be dispensed as a finished Adult use marijuana product if: a laboratory analysis verifies that all solvents used at any stage of marijuana oil production are below the limits described below and if the production batch passes all other applicable testing requirements.

Concentration limits for Residual levels of Propane, n-Butane, or Iso-Butane that may be used in the production of cannabis oil are shown below:

Solvent (1)	Upper Limit (mg/kg)
Propane (CAS 74-98-6)	1
n-Butane (CAS 106-97-8)	1
Iso-Butane (CAS 75-28-5)	1

Concentration Limits for Residual Solvents that may be used in the production are shown below:

Solvent	Concentration Limit (mg/kg)
Acetic Acid	5,000
Acetone	5,000
Acetonitrile	410
Anisole	5,000
1-Butanol	5,000
2-Butanol	5,000
Butyl acetate	5,000
Tert-Butylmethyl ether	5,000

Chlorobenzene	360
Chloroform	60
Cumene	70
Cyclohexane	3,880
1,2-Dichloroethene	1,870
Dichloromethane	600
1,2-Dimethoxyethane	100
N,N-Dimethylacetamide	1,090
N,N-Dimethylformamide	880
Dimethyl sulfoxide	5,000
1,4-Dioxane	380
Ethanol	5,000
2-Ethoxyethanol	160
Ethyl acetate	5,000
Ethylene glycol	620
Ethyl ether	5,000
Ethyl formate	5,000
Formamide	220
Formic acid	5,000
Heptane	5,000
Hexane	290
Isobutyl acetate	5,000
Isopropyl acetate	5,000
Methanol	3,000
2-Methoxyethanol	50
Methyl acetate	5,000
3-Methyl-1-butanol	5,000
Methylbutylketone	50
Methylcyclohexane	1,180
Methylethyl ketone	5,000
Methylisobutyl ketone	5,000
2-Methyl-1-propanol	5,000
N-Methylpyrrolidone	530
Nitromethane	50
Pentane	5,000
1-Pentanol	5,000
1-Propanol	5,000
2-Propanol	5,000
Propyl acetate	5,000
Pyridine	200
Sulfolane	160
Tetrahydrofuran	720
Tetralin	100
Toluene	890
1,1,2-Trichloroethylene	80
Xylene	2,170

Laboratory Testing Requirement By Product.

Various products must meet specific requirements in order for sale. This section outlines for employees what steps are taken based on the product.

Concentrates For Marijuana Infused Products.

Prior to being made available for sale, concentrates will be tested for cannabinoid profiling, heavy metals, microbiological contaminants, and residual solvents. Concentrates must be tested for metals, as well as residual solvents if solvents were used in the Marijuana Establishment(s) production.

Resin for Sale.

Prior to being made available for sale, resins will be tested for cannabinoid profiling, heavy metals, microbiological contaminants, and residual solvents.

Marijuana Infused Products.

All Marijuana Infused Products will be produced from cannabis concentrates or cannabis resin. Testing of cannabis concentrates, and resin will be adhered to the testing protocols described above. Prior to being made available for sale, Marijuana Infused Products and or batches made from cannabis concentrate will be tested for cannabinoid profiling and microbiological contaminants.

Production batches will be discarded and not dispensed to consumers if any biological contaminant limit is exceeded. Prior to being made available for sale, Marijuana Infused Products will be tested for cannabinoid profiling and heavy metals.

Protocols For Responding to Laboratory Results.

If any analysis fails to meet all applicable data quality objectives, then the finished Marijuana and or Marijuana products cannot be dispensed.

Marijuana Establishments in which Buudda Brothers obtain their Marijuana and or Marijuana Products will be asked to disclose procedures and or protocols in regards to failing test results such as, but not limited to, marijuana plants and or marijuana infused products failing to meet metal or a bacteria/fungi/mycotoxin standards. Such

procedures and or protocols are shown below:

- ❖ The production batch may be re-sampled for a follow up testing if any analysis fails. That production batch may be retested once, and records of the original analysis must be retained and shared with Buudda Brothers. If applicable data quality objectives are not met, the production batch cannot be dispensed within Buudda Brothers Retail Establishment.
- ❖ If a production has failed after being re-tested, a Marijuana Establishment must dispose of such products according to the Waste Disposal Regulations 935 CMR 500.105(12).

The Chief Executive Officer, and or Chief Operational Officer will be responsible for investigating and assessing the source of any contamination and implementing change to eliminate the source of contamination and mitigate the risk of future contamination within any marijuana and or marijuana products the company (“BB”) purchases.

Procedures for investigating and mitigating contamination will include at a minimum:

Pesticides and Plant Growth Regulators Contamination:

- ❖ Analyze and evaluate test results that consist of pesticides, nutrients, and other products used in the Marijuana Establishment(s) cultivation process;
- ❖ Analyze and evaluate test results that consist of soils and/or mediums used in the Marijuana Establishment(s) cultivation process; and,
- ❖ Analyze and evaluate test results that consist of water sources used in the Marijuana Establishments(s) cultivation process

Residual Solvents Contamination:

- ❖ Review the Marijuana Establishment(s) protocols

Heavy Metals Contamination:

- ❖ Analyze and evaluate test results that consist of pesticides, nutrients, and other product used in the Marijuana Establishment(s) cultivation process;

- ❖ Analyze and evaluate test results that consist of soils and or/mediums used in the Marijuana Establishment(s) cultivation process;
- ❖ Analyze and evaluate test results that consist of water sources used in the Marijuana Establishment(s) cultivation process;
- ❖ Review the Marijuana Establishment(s) chain of custody and growing protocols for marijuana plants; and,
- ❖ Review the Marijuana Establishment(s) sampling protocols

Microbiological Contamination and Mycotoxin Contamination:

- ❖ Analyze and evaluate the Marijuana Establishment(s) clean cultivation areas;
- ❖ Review the Marijuana Establishment(s) cultivation protocols and environmental conditions/controls in the cultivation, trim and curing rooms;
- ❖ Review the Marijuana Establishment(s) chain of custody and protocols for marijuana plants; and,
- ❖ Review the Marijuana Establishment(s) sampling protocols

Records.

The testing results from any Marijuana Establishment(s) and or Independent Testing Laboratory will be maintained for at least one year. These records will be available for inspection by the Cannabis Control Commission (“CCC” and or the Department of Health (“DPH”), upon request, and maintained at Buudda Brothers (“BB”) expense in a form and location acceptable to the CCC and the DPH for at least two years after closure. Each production batch received at Buudda Brothers, weather it be Marijuana and or Marijuana Products (e.g. cannabis resin or concentrates) must be given a sequential identified for product tracking and labeling.

Notifications.

In accordance to 935 CMR 500.160(2), BB shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of a batch is necessary. Upon receiving a laboratory results indicating contamination, the employee responsible for reviewing laboratory testing results shall notify the Chief Executive Officer or Chief Operational Officer of

BB who will then will notify the Commission.

Sample Handling

After marijuana and or marijuana products are obtained/purchased from Marijuana Establishment(s) and properly labeled, the storage and transportation of such finished products shall be under conditions that will protect them against physical, chemical and microbial contamination set forth in 935 CMR 500.105 (3) and should be delivered for analysis as soon as possible.

- ❖ Sample containers both empty and once containing samples should be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than (1) year;
- ❖ Preservatives and pre-preserved sample containers may degrade after several months. Buudda Brothers will contact the laboratory to verify limits on sample container use;
- ❖ All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed; and,
- ❖ Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references;

Sample Storage

- ❖ Samples should be refrigerated or maintained on ice (4 degree Celsius +/- 2 degree Celsius) until they are shipped to the Independent Testing Laboratory;
- ❖ Placing the sample in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location;
- ❖ To be considered valid, a designee employee and or Chief Operational Officer prior to expiration of the technical holding time must analyze all samples. Some biological components has a holding time that is very

- short, roughly 24 to 48 hours from the time of collection;
- ❖ Samples should be maintained either under the supervision of the Chief Executive Officer, Chief Operational Officer, or designee employee responsible for the integrity of the samples; and,
 - ❖ Chain of custody seals may be used by sample collection staff to ensure that samples are not tampered with following sample collection.

Packaging and Shipping Samples

- ❖ Package the samples for shipping in a clean area free of contamination, such as, but not limited to Buudda Brothers Production area;
- ❖ Make sure that sample containers are clean, lids are tight and will not leak and that all samples are properly labeled as described above. Covering label with clear tape is recommended for protection in the event of a leak or damage to the package;
- ❖ Conduct, by a designee employee, an inventory of sample ID's against the chain-of-custody documentation form to make sure that all samples and containers are present;
- ❖ Seal sample containers in clear plastic bags with labels visible;
- ❖ If the samples need to be kept cold during transport, a designee employee must pack the samples in a clean waterproof metal or hard plastic ice chest or cooler with a double-bagged ice or ice packs;
- ❖ Samples should be maintained at 4 degree Celsius +/- 2 degree Celsius at all times. A designee employee must be sure that the samples are already cool when preparing the package (sample) for shipping;
- ❖ When samples are shipped in a cooler, a designee employee must line the cooler with plastic (e.g. large heavy-duty garbage bag) before packaging. If the cooler has an external drain, make sure it is plugged;
- ❖ A designee employee must include a noncombustible absorbent packing materials to protect the samples from damage;
- ❖ Enclose chain-of-custody forms and any other necessary documentation in a sealed waterproof plastic bag. If applicable, include instructions or a shipping label for return of the cooler;
- ❖ Remove the old shipping labels, if any, and seal the cooler, or other container, with strapping tape; and,

- ❖ Use package tracking, if available from the shipper.

Sanitary Requirements

All Marijuana agents employed by BB, whose job includes contact with Marijuana and Marijuana-related products, such as, but not limited to, cultivation, production, and/or packaging will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, And Isolation And Quarantine Requirements.

Designated Marijuana agents whose working directly with marijuana and/or marijuana products must comply with sanitary requirements set forth in 935 CMR 500.105 (3)(b). Such employees must conform to sanitary practices while on duty, including:

- ❖ Maintaining adequate personal cleanliness; and,
- ❖ 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.

BB will provide employees with readily accessible toilet facilities and hand-washing facilities, furnished with running water at a suitable temperature, located conveniently around its Retail Establishment. Hand-washing facilities will be located in areas, such as, but not limited to, our production area, and areas, where BB deems necessary, to maintain good sanitary practices which require employees to wash their hands, and will provide effective hand-cleaning and sanitizing preparations and will consist of suitable drying devices.

BB Retail Marijuana Establishment will have a designated area for placement of equipment and storage of materials as deemed necessary for the maintenance of sanitary operations set forth in 935 CMR 500.105(3)(b).

Litter and waste will be properly removed, and disposed of, to be able to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. BB operating systems related to waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

BB interior space, such as, but not limited to their floors, walls and ceilings, will be constructed in such a manner that allows employees to be able to keep such areas clean and in good repair. All contact surfaces within the establishment will be maintained and consistently cleaned and sanitized as frequently as necessary to prevent

contamination. All items deemed to be toxic, by any member of BB, would be identified, held and stored in a manner that protects against contamination of marijuana.

BB executive team will be working hand in hand with architects, general contractors, and plumbers to ensure that water supply is sufficient for necessary operations and that plumbing within BB's Establishment is adequate in size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

Record Keeping Procedures

BB recognizes the importance of record keeping and maintenance not only to the operation of its business but as a window of transparency between BB and the Commission, the City of Holyoke and the Commonwealth of Massachusetts. The establishment will keep accurate, up-to-date records of all business activities, including operating procedures, inventory records, personnel records, business records and waste disposal records. All records will be maintained in accordance with the generally accepted accounting principles. Records will be made available for inspection by the Commission upon request as dictated by 935 CMR 500.105(9). BB's record-keeping procedures will allow for accountability and apparent organization.

Inventory

BB will keep a record of its entire inventory received, stored, dispensed and wasted. Pursuant to 935 CMR 500.105(9)(b), BB will maintain accurate, written records of inventory as required by 935 CMR 500.105(8). Specifically, BB will use the seed-to-sale tracking system Metrc. Metrc will create a verifiable chain of custody and record of activity for each inventory item at BB until the product is dispensed or destroyed.

In addition, Metrc will provide support for, and document and record, the following activities:

1. *Traceability.* In adherence to 935 CMR 500.105(8)(e), all marijuana products will be tagged and tracked using a Commission-approved seed-to-sale methodology. The Metrc system allows for the assignment of identifying information, such as the name of the product and a lot/batch and control number, for each marijuana product at any stage in the process of manufacture or distribution. Inventory Control labels produced by the system, will be affixed to each container of marijuana that contain this information making it possible to determine the complete manufacturing history of each package or container of marijuana.
2. *Initial, Monthly and Annual Inventories.* Consistent with 935 CMR.500.105(8)(c), BB will have a record of initial, monthly and annual inventory. The system's reconciliation feature provides support for conducting and maintaining historical records of all inventories conducted by BB, to include, at a minimum, the date of the inventory, a summary of the inventory findings and the name, signature and title of the individuals who conducted the inventory.

3. *Records of Disposal/ Destruction of Marijuana.* The system provides support for and creates and maintains historical records of each disposal of marijuana. In accordance with 935 CMR 500.105(8)(d), each record of disposal, which will be kept for at least three years unless otherwise extended by an enforcement action or order by the Commission, will contain:
 - a. The date;
 - b. The quantity disposed of;
 - c. The manner of disposal;
 - d. The location of the disposal; and
 - e. The name and electronic signatures of the BB agents present during the disposal.
4. *Test Results.* Since each lot/batch of marijuana or usable marijuana is unique to the system, laboratory test results can be uploaded into the product record. Test results captured by the system include cannabinoid and tetrahydrocannabinol content (potency) and analyses conducted for the purpose of identifying the presence of pests, mold, mildew, heavy metals and pesticides.
5. *Product Recall.* The system's lot/batch tracking capabilities and integrated sales record management feature allow for the timely identification of any lot or batch of marijuana that is found to be unsafe for use and provide for the prompt identification and notification of customers whom may have received the product.

Business Records

In addition to the inventory records kept by BB using the Metrc system, BB will also keep an accurate, current accounting of all business records. BB will employ a qualified personal business accountant to manage, on a regular basis, BB's financial and business accounting. The measured contracting of an experienced professional gives BB the confidence that BB is complying with all laws and regulations and that all of its records will be measured, factual and up-to-date. BB will also use the Metrc system to concurrently track sales and transactions.

BB will keep a variety of computerized records, overseen by its accountant. Pursuant to 935 CMR 500.105(9)(e), the business records will include:

1. Assets and liabilities;
2. Money transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

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

Operating Procedures.

BB will also keep a record of its operating procedures as well as other corporate governing documents. As required by 935 CMR 500.105(1), BB will maintain detailed written operating procedures that include the following:

1. Security measures in compliance with 935 CMR 500.110;
2. Employee security policies, including personal safety and crime prevention techniques;
3. Current operating hours and after-hours contact information, which will be provided to the Commission and made available to law enforcement officials upon request;
4. Storage of marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various form(s) in which marijuana will be sold;
6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained;
12. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving

distribution to a minor 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.

13. A list of board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual;
14. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution;
15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old; and
16. Policies and procedures for energy efficiency and conservation that shall include:
 - a. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implantation of such opportunities;
 - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be place 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 program offered pursuant to M.G.L c.25, § 21, or through municipal lighting plants.

Additionally, BB will store copies of corporate governing documents in a secure, fire rated, locking cabinet at an offsite storage location and maintain copies of such records on a cloud based storage/filing system, such as Google Drive or Dropbox.

Personnel Records.

BB will maintain a comprehensive record of personnel currently and formerly employed at the establishment, including paid and non-paid employees. BB will utilize a human resource system capable of digitally storing and organizing all staffing plans, schedules, on-duty reports, employee background check results, performance evaluations, training certifications, and any other personnel records. In accordance with 935 CMR 500.105(9)(d), the system will maintain a personnel record for each

employee, principal officer, director, board member, agent or volunteer that includes, at a minimum, the following:

1. The full name, date of birth and address of the individual along with any current or past aliases or maiden names;
2. Copy of individual's verified personal identification documents;
3. Attestation the individual will not engage in the diversion of marijuana products;
4. Any written acknowledgement by individual concerning any limitations on their authorization to cultivate, harvest, prepare, package, possess, transport or dispense marijuana in Massachusetts;
5. Background information, including description and dates of any criminal, civil or administrative actions, or denial, suspension or revocation of any licensing or registration for any type of business or profession or any pending or unresolved complaints;
6. The title held by the individual and a job description, including an organizational chart consistent with the job description (935 CMR 500.105(9)(d)(1);
7. Individual's references and documentation of verification of these references;
8. Employment contract and description of duties, authority, responsibilities, qualifications, supervision;
9. Documentation of all required training, including training regarding privacy and confidentiality requirements, and signed statement of individual indicating date, time and place they received said training and topics discussed, including the name and title of presenters;
10. Documentation of periodic performance evaluations;
11. Record of any disciplinary action taken;
12. Notice of completed responsible vendor and eight-hour related duty training as required by (935 CMR 500.105(2);
13. Jobs descriptions for each agent;
14. A Personnel record for each agent;
15. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
16. Personnel policies and procedures; and
17. All background check reports obtained in accordance with 935 CMR 500.030 935 CMR 500.105(9)

To guarantee that the establishment is employing upstanding individuals in the community, BB will also run background checks on all employees and maintain such records. In compliance with 935 CMR 500.105(9)(d)(5), all background check reports obtained in accordance with 935 CMR 500.030 will be kept in a secure area. BB will use

a comprehensive human resource management system to store background check results with the rest of the personnel records. In addition to the background checks and individual personnel records, BB will also store its personnel policies and procedures in the same location, consistent with 935 CMR 500.105(9)(d)(4).

BB has also developed a policy to maintain its records to build a dependable, comprehensive snapshot of its personnel, past and present. In adherence to 935 CMR 500.105(9)(d)(2), all records for employees, agents and volunteers of BB will be kept for at least 12 months after the termination of the individual's affiliation with the establishment. Further, BB has established a record retention policy that dictates the maintenance of personnel records for five years from the date of termination of affiliation.

Closure of Establishment.

BB is prepared to face every stage of its business, including its closure. But BB also recognizes that the closure of a business does not mean the ceasing of business activities. Due to the importance of business records, it is imperative to maintain company records post-closure for at least a period of time. The Commission, set out in 935 CMR 500.105(9)(f), requires an establishment to retain all records for at least two years following the establishment's closure at its own expense and in a form and location acceptable to the Commission. Thus, BB's policy will be to maintain all records for at least two years from the date of the establishment's closure. BB will also keep these records in a form and location approved by the Commission.

BB's unyielding dedication to accurate and current record-keeping and maintenance drives BB to employ the best methods to manage its records. Thus, BB has employed a professional, qualified accountant to manage its financial and business records and has placed the trusted system Metrc at the helm of its product tracking. BB is confident that these measures will elevate its record management and provide appropriate transparency for the Commission.

Maintenance of Financial Records.

In addition to other records kept by Buudda Brothers, LLC (“BB”) using the Metrc system (e.g., inventory), BB will also maintain financial records using Metrc and/or secondary system MJ Freeway. In accordance to 830 CMR 62C.25.1, BB will make sure that all records will comply with Record Retention and DOR Directive 16-1 regarding recordkeeping requirements by employing a qualified personal business accountant to manage, on a regular basis, BB’s financial and business accounting. The contracting of an experienced professional gives BB the confidence that BB is complying with all laws and regulations and that all of its records will be measured, factual and up-to-date. BB will also use Metrc and/or their secondary system, MJ Freeway, to concurrently track sales and transactions.

The policies and procedures for maintenance of financial records will coincide with BB’s *Record Keeping Procedures*.

BB will keep computerized records and, in pursuant to 935 CMR 500.140(6) shall, maintain records that BB has performed their monthly analysis, as overseen by BB’s accountant. Pursuant to 935 CMR 500.105(9)(e), the financial records will include:

1. Assets and liabilities;
2. Money transactions;
3. Books of accounts, which shall include journals, ledgers and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form and cost of marijuana products;
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the establishment, including members of the nonprofit corporation, if any.

Metrc will help ensure that no methods were used to manipulate or alter sales data. If any employee and/or executive of BB determines that a software has been installed for the purpose of manipulation and/or alteration of sales data or other methods have been utilized to manipulate and/or alter sales data the following must be followed:

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

In accordance with 935 CMR 500.140(6), BB will adopt separate accounting practices at the point-of-sale for marijuana and/or marijuana products along with any

other items being sold at the Retail Establishment. The CEO or COO shall audit such practices to ensure that they being performed, and provide a written account of such audit, to be done, at a minimum, on a monthly basis.

BB, dependent on the approval from the Commission, intends to have 3 licenses on the same premises. The Co-located Marijuana Operations intends to host Recreational Retail, Manufacturing, and Cultivation Establishment located at 602-606 Main St, Holyoke. BB intends to have daily inventory checks to ensure the quantity and variety of marijuana products meet the demands indicated by an analysis of sales data collected by our vendor system during the preceding six months in accordance to 935 CMR 500.140(6). All sales data analysis will be provided on a bi-annual basis in either paper form and/or electronically.

Metrc and MJ Freeway feature password protection and unique codes that will be used as electronic signatures. Records will be kept of all logins and records created or edited during that login time.

Any paper records will be stored in locked cabinets in our storage room only giving access to certain employees. Any hard-copy information that is not filed will be shredded

Restricting Access to Age 21 and Younger.

Buudda Brothers, LLC (“BB”) is committed to the required steps necessary to divert Marijuana and/or Marijuana products to individuals under the age of 21. Training will be given to the security team along with employees on preventing any underage shoppers to enter the establishment. Such training will offer BB’s security personnel the ability to pin point any individual who may look under the age of 21. In accordance to 935 CMR 500.030 and 935 CMR 500.002, all employees and registered agents, employed by BB, and any individual visiting BB establishment, must be 21 years of age or older.

Such actions necessary to divert Marijuana and Marijuana Products to individuals under the age of 21 include, but not limited to,

- ❖ External under 21 signs stating, in capitalization, “NO PERSON UNDER 21 ALLOWED”;
- ❖ Security personnel checking identification with a state-of-the-art ID scanner prior to entering the retail establishment;
- ❖ Internal security guard double checking Identification prior to ones interaction with a Budtender;
- ❖ A third check of identification from our Budtender prior to finalizing the transaction;
- ❖ All manufactured products will not resemble commercial candies nor food;
- ❖ All manufactured products will be clearly labeled and dispensed in child-proof containers to prevent accidental ingestion by children;
- ❖ All products will be placed in child-resistant exit packaging prior to leaving the establishment;
- ❖ Customers will be made aware by our employees and or budtenders of the consequences of distributing marijuana and or marijuana products to minors; and,
- ❖ All customers, prior to receiving marijuana at BB, will be aware that they are agreeing to such policies that disclose that the customer will not divert or distribute products to anyone else

BB has a zero-tolerance policy for diverting marijuana and marijuana products to individuals 21 and younger.

Personnel Policies Including Background Checks.

Buudda Brothers, LLC (“BB” or “Company”)’s greatest asset is our team. BB is dedicated to an exceptional customer service experience delivered with a helping hand, a sense of warmth, quality, and safety. BB’s personnel policies, including background checks, are found in BB’s staffing plan, employee handbook, and employment agreements.

Staffing Plan.

The hiring of agents must follow established procedures. The Human Resources Manager will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. BB retains legal counsel to ensure BB’s employment policies comply with local, state and federal employment laws.

Staff Acquisition Process:

- ❖ Identification of need;
- ❖ Job classification and job description preparation;
- ❖ Solicitation of the vacant position utilizing the methods that best fit the position;
- ❖ Reviewing resumes on qualified candidate;
- ❖ Performing and recording reference checks on qualified candidates;
- ❖ Scheduling first interviews with the Human Resources Manager;
- ❖ Scheduling second interviews with strong candidate with the Human Resources Manager and department manager;
- ❖ Delivery of an offer letter to the first choice candidate;
- ❖ Performing criminal background check on selected candidate;
- ❖ Send application to the state for registration; and
- ❖ Completion of the probationary period.

The staffing plan is based on business plan assumptions and best practices and may be adjusted in accordance with actual operating needs. Employees deemed with the responsibility of hiring potential employees will coordinate with the Chief Executive Officer, Chief Operational Officer, and/or General Manager to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resource Manager and/or employee designated with the responsibility to hire staff and will always include performing a criminal background check on the selected candidate to determine their eligibility, new hire orientation and training only upon successful registration and completion of the probationary period.

All managers must comply with all Equal Employment Opportunity Commission (“EEOC”) guidelines. None of our policies or practices discriminate based on or conflict with laws regarding the following: race, height and weight, credit rating or economic status, religious affiliation or beliefs, citizenship, marital status and number of children, gender, arrest and convictions, security/background checks for certain religious or ethnic groups, disability, medical questions and examinations.

Positions will only be filled according to the established protocols.

Applicant Screening and Monitoring.

Pre-screening Potential Candidates

The Human Resources Manager will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application. This will streamline BB application process by having applicants review the information and then determine whether or not they meet the qualifications. This is part of the proactive pre-screening process that ensures applicants who submit their information will pre-qualify based on the specific information needed later in the process.

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to a secondary verification and will be noted that he/she will soon be licensed as a cannabis agent and thus allowed to work within the facility. The investigation will be conducted to ensure the potential agent does not have any felony convictions, which would bar them from employment. The investigation will also check for any crimes of moral turpitude, whether it was a misdemeanor or a felony. Any indication of past crimes of moral turpitude will be a bar to employment.

As also stated on page 9, BB will employ a professional background check service, in order to comply with the strict laws of background checks.

Adjudication and Alerts

BB will provide a criminal record(s) adjudication policy as part of the screening process. FCRA-mandated Adverse Action letters for candidates that fail to meet specific criteria set forth by the organization will be delivered to candidates.

Drug Screening

BB will utilize a drug testing service provider who will track results, provide reports and ensure the company stays in compliance with the Cannabis Control Commission (“CCC”) regulations. The Human Resources Manager will develop and update drug-testing policies. A basic DOT Five Panel Drug Test (urine conventional) will be used. Cannabis use by a qualified patient is not a disqualification for employment. The following drugs will be tested from the applicant’s urine sample:

amphetamines (amphetamine and methamphetamine), benzoylecgonine (cocaine metabolite), cannabinoids (cannabis metabolite and THC-COOH), Opioids (codeine and morphine) and phencyclidine (PCP).

The Human Resources Manager will request all required criminal and drug screens to be updated every two years. All agents are required to notify the company whenever they have any encounter with law enforcement. The Human Resources Manager will determine if an additional background screening should be performed upon the agents notice. A post-accident drug screening may be performed at the Human Resources Manager's discretion or if required for worker's compensation purposes.

1st Interview

The first interview will consist of a face-to-face meeting with the Manager of the department the applicant is interviewing for a position in. No more than 5 applicants will be selected for a first interview. The purpose of this interview will be to help determine:

- ❖ Level of knowledge regarding cannabis operations;
- ❖ Existing skill set relevant to the duties of the job offered;
- ❖ Their capacity to learn new skills and grasp concepts (specifically regulatory concepts); and,
- ❖ Potential to commit theft or fraud.

At least two references will be contacted and details of the interview confirmed. A solid background (or an appropriate level of education/experience relating to the position offered), a clean record and indicia of honesty will be requisites for the second interview.

Final Interview

The Chief Executive Officer, Chief Operational Officer, and/or General Manager may conduct the final interview. No more than three candidates will be selected for the final interview. The interviewer will ask a variety of questions intended to assess the applicant's ability to interact with others and work according to Buudda Brothers policies. The final decision will be made by the interviewer (CEO, COO and/or General Manager) with input from the supervisor and/or manager who conducted the first interview. For management positions, the Executive team along with the General Manager will jointly conduct the final interview with the department manager. All potential agents must go through the entire process.

Each new hire will begin work on a three-month trial period of employment. At the end of the three months, their department manager will conduct an assessment of the agent's performance.

BB also intends to provide training and technical assistance to train minorities and people convicted of drug offenses to work in the industry, and look forward to being able to offer a more fair and equal opportunity for employment.

Dispensary Specific Staff

Dispensary Staff Required During Hours of Operations

Buudda Brothers retail location will have a minimum of four staff member's scheduled during operating hours, which will be between 8 A.M. – 8 P.M. One must be the dispensary agent-in-charge, and the other must be a security officer or receptionist who may also be a licensed security guard. There will be one uniformed security guard and a dispensary agent-in-charge on the premises at all times during operating hours.

Necessary Skills and Aptitude:

- ❖ Empathy;
- ❖ Previous experience in cannabis or healthcare preferred;
- ❖ Accurate data-entry and record keeping;
- ❖ Strong attention to detail;
- ❖ Superior customer service skills;
- ❖ Excellent communication skills;
- ❖ Able to handle emergencies and make sound decisions;
- ❖ Proficiency in Windows-based software and internet navigation; and
- ❖ Knowledge of cannabis policies and law(s).

Dispensary Manager

Responsible for day-to-day dispensary operations, manages all agents, agent training, monitors inventory and reports any loss or irregularities.

Assistant Manager

Works with the Dispensary Manager to ensure dispensary operations are successful and compliant.

Agent-in-charge

The agent-in-charge is a designation, usually held by the Dispensary Manager or Assistant Manager. Responsible for supervising other agents and all duties described in the regulations. May also be a temporarily assigned position to a capable agent.

Security and/or Reception

Gatekeeper to the dispensary. Verify customers. Responsible for regulating the safe flow of customers, and overseeing access to all limited access area(s).

Recordkeeping

All records of Buudda Brothers Marijuana Establishment will be available for inspection by the Commission, on request. In accordance to 935 CMR 500.105(9)(d) Buudda Brothers will maintain the following personnel records;

- ❖ Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- ❖ A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 1. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 2. Documentation of verification of references;
 3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 4. 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;
 5. Documentation of periodic performance evaluations;
 6. A record of any disciplinary action taken; and
 7. Notice of completed responsible vendor and eight-hour related duty training.

Plan for maintaining confidential information and records

In accordance to 935 CMR 500.105 (1)(l), BB will maintain confidential information and other records required to be maintained in a confidential manner. Buudda Brothers has designed a confidentiality policy to explain how we expect our employees to treat confidential information. Employees will unavoidably receive and handle personal and private information about customers, colleagues, partners and our company. Buudda Brothers wants to make sure that all sensitive information is secured and well protected. This policy affects all members of Buudda Brothers, including, but not limited to, board members, investors, executives, employees, contractors and volunteers, and/or anyone working directly and/or indirectly with Buudda Brothers who may have access to confidential information.

Confidential and proprietary information is secret, valuable, expensive and/or easily replicated and must be maintained securely. Below are various examples of confidential information that Buudda Brothers plans on maintaining:

- ❖ Unpublished financial information

- ❖ Data of customers, partners and vendors
- ❖ Patents, formulas and/or new technologies
- ❖ Customer lists (existing and prospective)
- ❖ Data entrusted to our company by external parties
- ❖ Pricing and/or marketing and other undisclosed strategies
- ❖ Documents and processes explicitly marked as confidential
- ❖ Unpublished goals, forecasts and initiatives marked as confidential

Employees of BB may have various levels of authorized access to confidential information.

To properly maintain confidential information and records, employees will be asked to do the following:

- ❖ Store, lock and/or secure confidential information, such as, but not limited to, financial books, records of assets and liabilities, transactions, agreements, checks, invoices, vouchers, personnel records of both employees and/or customers, taxes, and any other records associated with operating our Retail Marijuana Establishment;
- ❖ Encrypt electronic information and safeguard databases;
- ❖ Shred confidential documents when they're no longer needed, or deemed unnecessary.
- ❖ Only view confidential information on secured devices, such as, but not limited to, Buudda Brothers primary system, Metrc and/or secondary system MJ Freeway;
- ❖ Only disclose information to other employees when it is deemed necessary and authorized;
- ❖ Keep confidential documents inside our company's premises, specifically BB's storage room, unless it is absolutely necessary to move them;
- ❖ Sign non-compete and/or non-disclosure agreements ("NDAs"); and,
- ❖ Ask for authorization by senior management to allow access to certain confidential information.

Employees should not, under any circumstance:

- ❖ Use confidential information for any personal benefit or profit;
- ❖ Disclose confidential information to anyone outside of Buudda Brothers; and,
- ❖ Replicate confidential documents and files and store them on unsecured devices.

Executives and/or General managers will take measures to ensure that confidential information is well protected and that employees are following confidentiality procedures.

Exceptions

Confidential information may occasionally have to be disclosed for legitimate reasons, to departments and/or authorities, such as, but not limited to Cannabis Control Commission (“CCC”). In such cases, employees involved should document their disclosure procedure, collect all needed authorizations, and present all necessary documentation upon request.

Disciplinary Consequences

Employees who does not respect or abide by such plans will face disciplinary, and possibly, legal actions. Buudda Brothers will investigate every breach of this policy and will terminate any employee who willfully or regularly breaches our confidentiality guidelines.

Employee Handbook.

BB’s Employee Handbook is subject to the provisions of official company policy documents, including insurance and benefits policies, plan documents, and applicable law. All Company employees are required to abide by the terms of this Employee Handbook as a condition of employment. The manual, which is furnished to all employees upon being hired, addresses:

- ❖ Introduction Employment Policies
- ❖ Employment Policies
- ❖ Payroll Practices
- ❖ Standards of Conduct
- ❖ Employee Benefits
- ❖ Time Off and Leaves of Absence

Alcohol & Drug Free Workplace

BB will enforce an alcohol, smoke, and drug-free workplace policy by having each employee and associated agent sign a Alcohol & Drug Free Workplace Policy Agreement, which explicitly prohibits:

- ❖ The use, possession, solicitation, sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company premises;
- ❖ Being impaired or under the influence drugs or alcohol outside of Company premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation;
- ❖ Possession, use, solicitation, sale of legal or illegal drugs, or alcohol away from Company premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation; and,

- ❖ The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company, or while on company business. ("Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.)

Also, BB will conduct drug and/or alcohol testing under any of the following circumstances:

- ❖ FOR-CAUSE TESTING: The Company may ask an employee to submit to a drug and/or alcohol test any time that company feels an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- ❖ POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Important employee policies from handbook.

Employees are prohibited from bringing bags, backpacks, and lunch boxes into the work areas. Any personal belongings such as cellphone or valuables wallets are to be locked in their assigned locker. Lockers will be located where the employees will check in/out of the facility. Check in/out area will be monitored by manager and video recording.

Employees are encouraged to leave all personal belongings and valuables at home, or locked in the trunk of their car parked on our property and under video recording. For personal safety employees are encouraged to exit and enter the building as a group, or even car pool together.

At any time employees are not on company premises, badges and registration cards are required to be kept secure and out of sight from the public.

If an employee has been or feels like they are at risk of injury, or have been harassed, bullied, discriminated or unfairly treated in any manner it is their duty report such incident immediately to management, to be investigated, documented, and follow-up actions will be taken. Managers will also periodically ask employees about any of these risks or items occurring.

Disciplinary action and termination of employment.

If an employee fails to abide by any of the rules in our policies, or employment contract, employees may be subject to disciplinary action, and possibly termination of employment.

Employee shall be immediately terminated if

- ❖ Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
- ❖ Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- ❖ Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Background checks.

BB will engage an independent entity to conduct background checks on each potential employee, to the fullest extent of the law. Outsourcing background checks to third-party will provide the greatest benefit, because of third party vendor will have access background databases that BB will not, and are more equipped to do extensive background searches if need be.

Wellbeing.

BB aims to create a workplace culture that values, supports and promotes programs that improve the physical, mental and wellbeing of employees.

BB aspires to create a safe, healthy, cheerful and optimistic work environment through activities underpinned by the guiding principles that wellbeing initiatives should:

- ❖ Promote positive health and wellbeing for all employees
- ❖ Be informed by the World Health Organization
- ❖ Increase the health knowledge and skills of employees
- ❖ Create health promoting environments
- ❖ Promote and facilitate programs that increases ones physical being.

Buudda Brothers Code of Ethics

Employees shall, in performing his or her duties:

- ❖ Be timely—arrive on time and notify someone within the company if one is running late;
- ❖ Be respectful of the workplace;
- ❖ Be responsive;
- ❖ Treat members of the public and colleagues with courtesy and sensitivity to their rights, duties and aspirations;
- ❖ Act with the quality of having strong moral principles, honesty and decency;
- ❖ Act in a way that treats all rivals or disputants equally;
- ❖ Comply with any lawful and reasonable direction given by a person having authority to give direction;
- ❖ Not take, or seek to take, improper advantage of his or her position to obtain a benefit for the employee or any other person;
- ❖ Not make improper use of the property of the company;
- ❖ Avoid waste in the use of the property of the company;
- ❖ Be mindful of company procedures and or instructions;
- ❖ Shall never use or disclose, unless authorized, any company confidential information;
- ❖ Disclose conflicts of interests;
- ❖ Not make a comment that he or she is not authorized to make where the comment may be expected to be taken to be an official comment; and,
- ❖ Exercise legitimate care and skills;

Resolving Workplace Issues

- ❖ All employees will be asked to be communicative, clear and friendly;
- ❖ Monitor potential harassment, and or bullying;
- ❖ Provide constructive and positive feedback; and,
- ❖ Implement an open door protocol in which an executive, or manager leaves their door open, figuratively speaking, in order to encourage productive communication within the workplace.

Diversity Plan.

Buudda Brothers, LLC (“BB”) is an equal opportunity employer. Regarding hiring and staffing, our goal as a company is to attract and retain qualified individuals regardless of their gender, ethnicity, veteran status, disability, religion, sexual orientation or sexual identity.

Below is an overview of our goals (“Goals”), of how we intend to accomplish our goals (“Programs”), and how we plan to assess the efficacy of our DP (“Measurements”).

Goals.

- ❖ BB plans to maintain a workforce made up of, at least, 50% of women, minorities, veterans, disabled, and LGBTQ+; and,
- ❖ BB plans to maintain a workforce made up of, at least, 25% women (or, those that identify as female)¹.

Programs.

Below are the main programs, or methods, that will be used to accomplish the above-mentioned goals:

- ❖ Advertise employment opportunities (i.) internally, (ii.) in the Springfield Republican, and (iii.) in diverse publications, e.g., *El Pueblo*, on a monthly basis until such positions are filled. BB will also (iv.) advertise, on a monthly basis until relevant positions are filled, with local career centers, e.g., MassHire, and local organizations who work with individuals identified as minorities, veterans, women, people with disabilities, and LGBTQ+.
- ❖ Create a promotion process that employs equity principles for current employees. BB is committed to creating the internal policies needed for all employees to have opportunities to grow within the company. We will develop a comprehensive process for working with current employees to evaluate their performance, identify opportunities for advancement (dependent on availability), and support current employees in applying for the available opportunities. BB will advertise all available employment

¹ Ideally, the percentage of women (or, those that identify as female) employed by BB would be higher. Our goal only reflects our minimum standard.

opportunities internally for one week prior to advertising to the general public; and,

- ❖ Establish relationships with organizations that are diversity-focused for the purposes of providing information about employment and training opportunities. BB has already begun working with Nueva Esperanza, Holyoke Safe Neighborhood Initiative, and other organizations that are willing to work with BB. Accordingly, BB will work closely with these organizations whenever positions are available to recruit new employees. (Note: Every interaction with these organizations will be documented and recorded for potential use in assessing the success of these relationships.)

Measurements.

Below are specific measurement metrics to be used in measuring the success of its programs:

- ❖ Number of minorities, women, veterans, people with disabilities, and LGBTQ+;
- ❖ Number of promotions for minorities, women, veterans, people with disabilities, and LGBTQ+;
- ❖ Number of positions created since initial licensure;
- ❖ Number of postings in diverse publications or general publications with supporting documentation;
- ❖ For each position that is filled, BB will track and record how each employee found out about position;
- ❖ Records of every employment opportunity made available, and how they are advertised or communicated; and,
- ❖ Copies of each advertisement for employment and communication to organizations about each employment opportunity.

Final Comments.

We hope to satisfy our goals with the programs that we have created. Upon renewal, we intend to demonstrate that our programs in our plan led to measurable success of our goals. Monthly, BB will audit progress in relation to our goals. If we find we are not succeeding in our goals, we will examine our measurement metrics, and potentially adjust our plan or take necessary steps to achieve our goals.

BB acknowledges and is aware that progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

Lastly, BB acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and, any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.