



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282703
Original Issued Date: 07/15/2020
Issued Date: 06/17/2021
Expiration Date: 07/15/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: HOLYOKE 420 LLC

Phone Number: 781-964-5159 Email Address: blakemensing@gmail.com

Business Address 1: 380 Dwight Street

Business Address 2: Unit 3

Business City: Holyoke

Business State: MA

Business Zip Code: 01040

Mailing Address 1: 380 Dwight Street

Mailing Address 2: Suite 3

Mailing City: Holyoke

Mailing State: MA

Mailing Zip Code: 01040

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 90

Percentage Of Control: 90

Role: Owner / Partner

Other Role:

First Name: James

Last Name: Jaron

Suffix:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10	Percentage Of Control: 10	
Role: Owner / Partner	Other Role:	
First Name: Blake	Last Name: Mensing	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: James	Last Name: Jaron	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$750000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Blake	Owner Last Name: Mensing	Owner Suffix:	
Entity Legal Name: Squared Holdings LLC		Entity DBA: MC2	
Entity Description: Applying for a medical marijuana dispensary license in Warren, Michigan			
Entity Phone: 908-499-4896	Entity Email: david@dhcconsulting.net	Entity Website:	
Entity Address 1: 520 N. Main Street		Entity Address 2:	
Entity City: Royal Oak	Entity State: MI	Entity Zip Code: 48067	Entity Country: USA
Entity Mailing Address 1: 520 N. Main Street		Entity Mailing Address 2:	
Entity Mailing City: Royal Oak	Entity Mailing State: MI	Entity Mailing Zip Code: 48067	Entity Mailing Country: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Blake	Owner Last Name: Mensing	Owner Suffix:	
Entity Legal Name: Squared Holdings LLC		Entity DBA: MC2	
Entity Description: Applying for a vertically integrated medical marijuana license in New Jersey			
Entity Phone: 908-499-4896	Entity Email: david@dhccoconsulting.net	Entity Website:	

Entity Address 1: 301 Orange Avenue		Entity Address 2:	
Entity City: Cranford	Entity State: NJ	Entity Zip Code: 07016	Entity Country: USA
Entity Mailing Address 1: 301 Orange Avenue		Entity Mailing Address 2:	
Entity Mailing City: Cranford	Entity Mailing State: NJ	Entity Mailing Zip Code: 07016	Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Blake	Last Name: Mensing	Suffix:
Marijuana Establishment Name: Coyote Cannabis Corporation	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Uxbridge	Marijuana Establishment State: MA	

Individual 2

First Name: Blake	Last Name: Mensing	Suffix:
Marijuana Establishment Name: Coyote Cannabis Corporation	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Uxbridge	Marijuana Establishment State: MA	

Individual 3

First Name: Blake	Last Name: Mensing	Suffix:
Marijuana Establishment Name: Mint Retail Facilities LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Belmont	Marijuana Establishment State: MA	

Individual 4

First Name: Blake	Last Name: Mensing	Suffix:
Marijuana Establishment Name: H&H Cultivation LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Holyoke	Marijuana Establishment State: MA	

Individual 5

First Name: Blake	Last Name: Mensing	Suffix:
Marijuana Establishment Name: H&H Cultivation LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Holyoke	Marijuana Establishment State: MA	

Individual 6

First Name: Blake	Last Name: Mensing	Suffix:
Marijuana Establishment Name: Healing Calyx LLC	Business Type: Other	
Marijuana Establishment City: TBD	Marijuana Establishment State: MA	

Individual 7

First Name: Blake	Last Name: Mensing	Suffix:
Marijuana Establishment Name: Strain LLC	Business Type: Other	
Marijuana Establishment City: TBD	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 380 Dwight Street	
Establishment Address 2: Suite 3	
Establishment City: Holyoke	Establishment Zip Code: 01040
Approximate square footage of the establishment: 1600	How many abutters does this property have?: 10
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Holyoke 420 LLC-Community Outreach Meeting Certification pt 1.pdf	pdf	5d8e6f6c79b12e15e03d8b7b	09/27/2019
Certification of Host Community Agreement	Holyoke 420 LLC - HCA Certification (1).pdf	pdf	5d8e6ff72e767115bf437077	09/27/2019
Community Outreach Meeting Documentation	Holyoke 420 LLC-COM Notices.pdf	pdf	5e66e54744a317443c109175	03/09/2020
Plan to Remain Compliant with Local Zoning	Holyoke 420 LLC dba Holyoke Cannabis-Local Zoning Compliance Plan.pdf	pdf	5e66e8ce9e668e468af07765	03/09/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	C3RN-PIP_Letter_Holyoke420_9.19.19 (1) (1).pdf	pdf	5d93808808d9401ae68c5783	10/01/2019
Other	Holyoke 420 LLC Requested Letter for Donations.pdf	pdf	5d9380e68d8d0715f6673f6b	10/01/2019
Plan for Positive Impact	Holyoke 420 LLC-PIP.pdf	pdf	5e66e5bb56474b469c1124f2	03/09/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:
First Name: Blake Last Name: Mensing 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
Bylaws	Holyoke 420 LLC-Operating Agreement	pdf	5d8252a0629a272281d33820	09/18/2019

	Pt 2.pdf			
Bylaws	Holyoke 420 LLC-Operating Agreement pt 1.pdf	pdf	5d8252a58470d4229ba47149	09/18/2019
Articles of Organization	Holyoke420-Art of Org_LLC Registration.pdf	pdf	5d8252bd7e918b22a66c1c20	09/18/2019
Secretary of Commonwealth - Certificate of Good Standing	Holyoke 420 LLC-Sec of Comm Cert of Good Standing.pdf	pdf	5d8252c1dfdeea2264a667a2	09/18/2019
Department of Revenue - Certificate of Good standing	Holyoke 420 LLC-MA DOR Cert.pdf	pdf	5d8817ba43436a03626a42a5	09/22/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Holyoke 420 LLC-SoC CoGS.JPG	jpeg	6093efdd031c12076ccf2b43	05/06/2021
Department of Revenue - Certificate of Good standing	Dept of Rev-Cert of Good Stdg.pdf	pdf	609a95db954bd3079c691585	05/11/2021
Department of Unemployment Assistance - Certificate of Good standing	Cert of good standing.pdf	pdf	60b13af3e03d9635ef5bd5a8	05/28/2021

Massachusetts Business Identification Number: 001376296

Doing-Business-As Name: Holyoke Cannabis

DBA Registration City: Holyoke

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Holyoke_420_LLC_-_Letter_of_Intent_to_Bind_Coverage (1).pdf	pdf	5d8253590473c3226f35e1ad	09/18/2019
Business Plan	Holyoke Cannabis Business Plan_updated.pdf	pdf	5e4f399fd43df3043d4baa9c	02/20/2020
Proposed Timeline	Holyoke Cannabis Timeline_revised 02.22.2020.pdf	pdf	5e51a6917225f0046965ad94	02/22/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Holyoke 420 LLC -Prevention of Diversion.pdf	pdf	5d8818ce1373f80879503f41	09/22/2019
Record Keeping procedures	Holyoke 420 LLC -Record Keeping SOPs.pdf	pdf	5d8818d17314490880dedadc	09/22/2019
Transportation of marijuana	Holyoke 420 LLC-Transportation SOPs.pdf	pdf	5d8818ea780bc108a1306216	09/22/2019
Qualifications and training	HOLYOKE 420 -Qualifications and Training.pdf	pdf	5d8819d7780bc108a130621a	09/22/2019
Dispensing procedures	Holyoke 420 LLC-Dispensing Procedures.pdf	pdf	5d8819d823722008ac47740f	09/22/2019
Plan for obtaining marijuana or marijuana products	Holyoke 420 LLC- Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5d881a3d1373f80879503f45	09/22/2019

Inventory procedures	Holyoke 420 LLC-Inventory SOPs.pdf	pdf	5d881a7dec06e10340d153c5	09/22/2019
Personnel policies including background checks	HOLYOKE 420-Personnel Policies.pdf	pdf	5d881ab95d7067034c81d3f7	09/22/2019
Plan for obtaining marijuana or marijuana products	Rev Clinics_Letter of Intent to Wholesale_Holyoke Cannabis.pdf	pdf	5e51a6eed29b0704447d9629	02/22/2020
Plan for obtaining marijuana or marijuana products	Letter of Intent T. Bear, Inc. & Holyoke 420, LLC_executed.pdf	pdf	5e51a6f21c3b1d04a32b440e	02/22/2020
Plan for obtaining marijuana or marijuana products	Letter of Intent_420 Holyoke & PVE_excuted.pdf	pdf	5e51a6f781ae16046becae98	02/22/2020
Maintaining of financial records	Holyoke 420-Maintaining Financial Records.pdf	pdf	5e51a9424dd5bb049410858d	02/22/2020
Security plan	Holyoke 420 LLC-Updated Security Plan.pdf	pdf	5e66e88949038b46abf1dd33	03/09/2020
Storage of marijuana	Holyoke 420 LLC-Storage of marijuana_updated.pdf	pdf	5e66ed3ab56dea46718f3140	03/09/2020
Restricting Access to age 21 and older	Holyoke 420-Restricting Access to 21+.pdf	pdf	5e66eddfa290f94426bd9f4a	03/09/2020
Quality control and testing	Holyoke 420-Quality Control & Testing-Updated.pdf	pdf	5e66ef3549038b46abf1dd3c	03/09/2020
Diversity plan	Holyoke 420-Diversity Plan-Updated.pdf	pdf	5e66f16c73b705467feca8fc	03/09/2020

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 Agree

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: We made a payment of \$5,000 to New England Veterans Alliance to benefit its ability to develop skills for Economic Empowerment Priority Applicants and Social Equity Training Program participants through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue to provide cultivation education and peer support groups for Veterans in Massachusetts.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Please see uploaded document.

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

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, Blake M. Mensing, (*insert name*) attest as an authorized representative of Holyoke 420 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 August 15, 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 August 5, 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 August 5, 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 August 5, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

ATTACHMENT B



August 5, 2019

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 15, 2019, at 6:00 pm at American Legion Post 351, 50 Saint Kolbe Drive, Holyoke, MA 01040. The proposed Marijuana Retail Establishment is anticipated to be located at 380 Dwight Street, Suite 3, Holyoke, MA 01040. There will be an opportunity for the public to ask questions.

Sincerely,

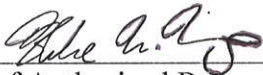
Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

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, Blake M. Mensing, *(insert name)* certify as an authorized representative of Holyoke 420 LLC *(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 June 17, 2019 *(insert date)*.



Signature of Authorized Representative of Applicant

Host Community

I, Alex B. Morse, *(insert name)* certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Holyoke *(insert name of host community)* to certify that the applicant and City of Holyoke *(insert name of host community)* has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 17, 2019 *(insert date)*.



Signature of Contracting Authority or
Authorized Representative of Host Community

7018 0680 0001 2952 4126

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

HOLYOKE, MA 01041

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee):

- ☐ Return Receipt (hardcopy) \$2.80
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage \$0.55

Postmark Here 08/06/2019

PS Form 3811, July 2015 PSN 7530-02-000-9053

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 4464 8248 7281 51

2. Article Number (Transfer from service label)

7018 0680 0001 2952 4171

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/8/19

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Collect on Delivery
- ☐ Certified Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation®
- ☐ Signature Confirmation Restricted Delivery

(over \$500) Restricted Delivery

Domestic Return Receipt

7018 0680 0001 2952 4119

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

SAN JOSE, CA 95110

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee):

- ☐ Return Receipt (hardcopy) \$2.80
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage \$0.55

Postmark Here 08/06/2019

PS Form 3811, July 2015 PSN 7530-02-000-9053

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Holyoke Redevelopment Authority
 City Hall Annex #406
 Holyoke, MA 01040



9590 9402 4464 8248 7282 67

2. Article Number (Transfer from service label)

7018 0680 0001 2952 4102

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/8/19

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☒ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Certified Mail Restricted Delivery

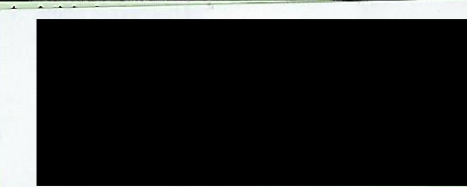
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation®
- ☐ Signature Confirmation Restricted Delivery

(over \$500) Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 4464 8248 7281 44

2. Article Number (Transfer from service label)

7018 0680 0001 2952 4195

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/8/19

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☒ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Certified Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation®
- ☐ Signature Confirmation Restricted Delivery

(over \$500) Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, on the front if space permits.

City of Holyoke
Gas and Electric Department
99 Suffolk Street
Holyoke, MA 01040



9590 9402 4464 8248 7282 74

Article Number (Transfer from service label)

7018 0680 0001 2952 4058

3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Kate Lynn Rodriguez ☐ Agent ☐ Addressee

B. Received by (Printed Name) *Kate Lynn Rodriguez* C. Date of Delivery *8/8/17*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

99 Suffolk St

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

☐ Agent ☐ Addressee

Date of Delivery

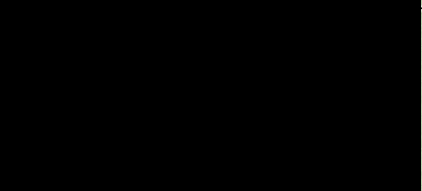
If YES, enter delivery address below:

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

(over \$500)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, on the front if space permits.



COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) *[Redacted]* C. Date of Delivery *8/8*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,



9590 9402 4464 8248 7281 37

Article Number (Transfer from service label)

7018 0680 0001 2952 4201

3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, on the front if space permits.



COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) *[Redacted]* C. Date of Delivery *[Redacted]*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

Restricted Delivery

COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, on the front if space permits.



9590 9402 4464 8248 7282 50

Article Number (Transfer from service label)

7018 0680 0001 2952 4089

3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 4464 8248 7282 81

Article Number (Transfer from service label)

7018 0680 0001 2952 4065

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery 8/8/19
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

☐ Agent
☒ Addressee
 Date of Delivery 8/8/19
☐ Yes ☐ No

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

(over \$500)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Addressed to:



9590 9402 4464 8248 7281 99

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.



9590 9402 4464 8248 7281 20

Article Number (Transfer from service label)

7018 0680 0001 2952 4218

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Commonwealth of Massachusetts
 10 Park Plaza
 Boston, MA 02202



9590 9402 4464 8248 7281 82

Article Number (Transfer from service label)

7018 0680 0001 2952 4157

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery 8-8-19
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

(over \$500)



9590 9402 4464 8248 7281 75

Article Number (Transfer from service label)

7018 0680 0001 2952 4164

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

R: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 on the front if space permits.

City Clerk's Office
 536 Dwight Street
 Holyoke, MA 01040



9590 9402 4464 8248 7275 98

Article Number (Transfer from service label)
 7018 0680 0001 2952 4232

3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
N. Colon
 B. Received by (Printed Name) *N. Colon* C. Date of Delivery *8/8/19*
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee
[Signature]
 B. Received by (Printed Name) *[Signature]* C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:



3. Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery

Domestic Return Receipt

R: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 on the front if space permits.

Office of the Mayor
 536 Dwight Street
 Holyoke, MA 01040



9590 9402 4464 8248 7281 13

Article Number (Transfer from service label)
 7018 0680 0001 2952 4225

3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
N. M. Davis
 B. Received by (Printed Name) *N. M. Davis* C. Date of Delivery *8/8/19*
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 on the front if space permits.

1. Article Addressed to:



9590 9402 4464 8248 7282 36

2. Article Number (Transfer from service label)

7018 0680 0001 2952 4072

PS Form 3811, July 2015 PSN 7530-02-000-9053

R: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 on the front if space permits.

Office of Planning & Economic
 Development
 City Hall Annex, Room 406
 20 Korean Veterans Plaza
 Holyoke, MA 01040



9590 9402 4464 8248 7275 81

Article Number (Transfer from service label)
 7018 0680 0001 2952 4249

3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Bou
 B. Received by (Printed Name) *B. Bou* C. Date of Delivery *8/8/19*
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)

R: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 on the front if space permits.

Holyoke City of Taking
 City Hall Annex - Law Department
 Holyoke, MA 01040



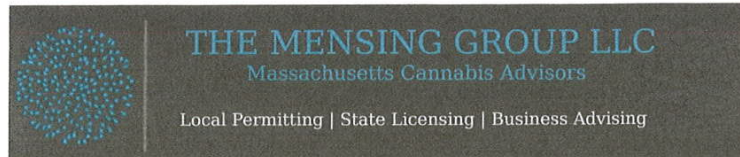
9590 9402 4464 8248 7282 05

Article Number (Transfer from service label)

7018 0680 0001 2952 4133

PS Form 3811, July 2015 PSN 7530-02-000-9053

ATTACHMENT C



August 5, 2019

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 15, 2019, at 6:00 pm at American Legion Post 351, 50 Saint Kolbe Drive, Holyoke, MA 01040. The proposed Marijuana Retail Establishment is anticipated to be located at 380 Dwight Street, Suite 3, Holyoke, MA 01040. There will be an opportunity for the public to ask questions.

Sincerely,



Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

HOLYOKE 420 LLC
Plan to Remain Compliant with Local Zoning

Holyoke 420 LLC d/b/a Holyoke Cannabis (“Holyoke Cannabis” or the “Company”) is committed to remaining compliant with all applicable zoning bylaws of the City of Holyoke, MA, including, but not limited to Sections 7.10 (Marijuana Facilities), 9.1 (enforcement of zoning ordinance), 9.3.2 (special permit), 10.0 (site plan review), and 10.1.6 (development impact statement and traffic impact statement) of the City of Holyoke Zoning Ordinance which apply to Holyoke Cannabis’ proposed Recreational Marijuana Retail Establishment (a licensed marijuana retail facility) at 380 Dwight ST., Suite 3, Holyoke, MA 01040. The property is located in the IG zoning district.

Holyoke Cannabis shall obtain site plan review by the City of Holyoke, pursuant to the review procedure laid out in Section 7.10.6(3), which reads:

Review Procedure: upon receipt of an application, the City Clerk shall forward a copy for review and comment to Building Department, Fire Department, Police Department, Engineering Department, Water Department, Board of Health, Planning Board and the Stormwater Authority and Conservation Commission if applicable. The Departments shall review the application and provide comments back to the City Council within twenty-one (21) calendar days. City Council shall, if needed, confer with the Public Safety Committee for review and comment.

Holyoke Cannabis shall then obtain a Special Permit from the City Council pursuant to Section 9.3.2 and 7.10.7(1), which requires that the City Council make the following additional findings:

In addition to the standard Findings for a Special Permit under Section 9.3.2, the City Council must also find all the following: a) That the marijuana establishment is designed to minimize any adverse impacts on abutters and other parties in interest. b) That the marijuana establishment demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations. c) That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Ordinance. d) That the marijuana facility project meets a demonstrated need of the community. e) That the marijuana establishment provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of marijuana product is adequately secured. f) That the marijuana establishment adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the establishment, and its impact on neighboring uses.

NOTE: Holyoke Cannabis recorded its validly-issued special permit on February 12, 2020, and it can be found at Book 23804, Page 326 in the Hampden County Registry of Deeds.

For the lifetime of the facility, Holyoke Cannabis shall adhere to the operational requirements found in Section 7.10.5:

Operational Requirements 1) Use: a) Marijuana establishments may only use their designated square footage for the purposes of operating such an establishment, as encompassed in this Ordinance. b) No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises except at RMRE’s, as defined. c) Operations,

including deliveries to and from any marijuana facility, may not occur within the hours of 8:00 p.m. to 8:00 a.m.



Acting Mayor Terry Murphy

Office of Planning & Economic Development

City of Holyoke

Aaron Vega, Director

April 29, 2021

via email

Blake M. Mensing, Esq.
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109

RE: Request for records of costs related to Holyoke 420, LLC d/b/a Holyoke Cannabis
operations in Holyoke

Dear Atty. Mensing:

We thank Holyoke Cannabis for becoming one of the first marijuana retailers in the City of Holyoke!

Please accept this letter as the proof required that Holyoke 420 LLC d/b/a Holyoke Cannabis requested from the City of Holyoke the records of any costs imposed on the city that are reasonably related to the operation of the ME or MTC.

The City is currently in the process establishing a fund and determining actual and anticipated expenses resulting from the operation of marijuana facilities in Holyoke. While this process is underway, we are providing the enclosed summary for marijuana entities.

Please contact me if there are any questions. Thank you again!

Sincerely,

Aaron M. Vega

Enclosure

cc: Brenna Murphy-McGee, City Clerk



April 2021

HOLYOKE OFFICE OF PLANNING & ECONOMIC DEVELOPMENT - CANNABIS INDUSTRY IMPACT STATEMENT

For Holyoke, the Cannabis industry is an opportunity to build on the growing revitalization efforts for the city. Both public and private developments are beginning to have an impact on the challenges the city has faced for decades, including high unemployment, low education achievement, lack of investments in key neighborhoods as well as the impact of a failed war on drugs.

In a recently published study, the Cannabis Control Commission concluded that Holyoke is the single most disproportionately impacted (DI) city in the commonwealth as a result of the failed war on drugs. "It should be noted that disproportionate impacts of drug enforcement occur alongside and interact with other economic and social problems (e.g., slow job growth and poor-quality schools). With that, thoughtful and strategic utilization of the DI score for policymaking can help improve social equity within the cannabis industry, and hopefully, in communities that have long faced social and economic challenges in the Commonwealth." It is clear that the city needs opportunity, job creation, and economic development.

Between Holyoke's manufacturing history, our locally controlled low electric rates, our geographic location and a workforce in need of opportunity and other factors, Holyoke is an ideal location to establish the cannabis industry. Additionally, the political climate and overall citizenry support helped forge a path to welcoming this industry to the city.

The Cannabis industry is providing many positive impacts in the city and greater Holyoke area, such as jobs, rehabilitation of old mills, and tax dollars. These benefits do not come without some struggle; 100's of staff hours, strain on an aging infrastructure, increased social inequities and a ripple effect on other businesses and housing projects. Navigating both the local and State regulations has become an overriding demand for many city departments, putting additional stress on a lean municipal team as well as our volunteer boards. Planning, inspections, and security of these new businesses has an impact on the city's ability to address other issues and projects within the city.

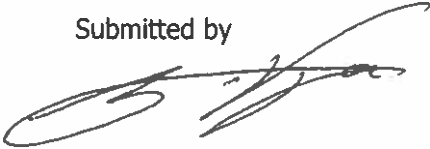
The Cannabis industry does provide a number of employment opportunities but there is a lack of trained workforce in the area. In an effort to address the high unemployment numbers in Holyoke, and begin to address the social inequities of this industry, efforts to work with Holyoke Community College and other job training programs are underway to build a ready workforce.

The built environment has major influences on social determinants of health as Holyoke continues to have high rates of asthma and other health effects impacted by its industrial history. We hope leveraging the investments from the Impact Fee into neighborhoods will help the city address quality of life issues. As the Cannabis Industry establishes itself into the fabric of the city, our sidewalks, lighting, and other infrastructure needs are desperate for repair to accommodate new activity in often underutilized areas. Traffic, pedestrian safety, and parking, begin to start the list of city investment needs to support these new businesses.

Impact on the real estate market has been unprecedented. The city is currently facing a "Cannabis Boom" with the recent purchase of many properties in the Industrial zone of the city. Buildings that have sat vacant for years are now under sale agreements. Sale prices for property far exceed market value creating a sellers' market and difficult, if not impossible, for other smaller, non-cannabis businesses to establish themselves in the city. While many of the buildings purchased are seeing rehabilitation efforts, many buildings, though under agreement, continue to sit idle unavailable to other investors or developments.

Cannabis is a good industry to be located in Holyoke but their presence has exposed and, in some cases, exacerbated the issues of our infrastructure, our available workforce, the capacity for the city to gain the needed expertise, and to devote staff time to these projects. It is our plan to utilize funds received through the Impact Fee to address these issues, and to create a stronger and even more welcoming community for the Cannabis Industry.

Submitted by

A handwritten signature in black ink, appearing to read 'Aaron Vega', written over a horizontal line.

Aaron Vega

Director for the Office of Planning & Economic Development

cc: Brenna Murphy McGee, City Clerk



Fwd: Holyoke Cannabis license renewal inquiry

1 message

----- Forwarded message -----

From: **Nilka Ortiz** <ortizn@holyoke.org>
Date: Thu, Apr 29, 2021 at 11:32 AM
Subject: Fwd: Holyoke Cannabis license renewal inquiry
To: Blake Mensing <blake@mensinggroup.com>

Hello Mr. Mensing,

Please find attached a response to your request.

Sincerely

Nilka

----- Forwarded message -----

From: **Blake Mensing** <blake@mensinggroup.com>
Date: Mon, Apr 26, 2021 at 11:52 AM
Subject: Holyoke Cannabis license renewal inquiry
To: <ortizn@holyoke.org>, James Jaron <james@holyokecannabis.com>, Lisa Barlick <lisa@holyokecannabis.com>

Dear Ms. Ortiz,

As part of Holyoke 420 LLC d/b/a Holyoke Cannabis' license renewal application to the Cannabis Control Commission, we are required to demonstrate that we've made the following request outlined below with respect to the reasonably related impacts, if any, of our adult-use cannabis retail establishment on the City of Holyoke.

*License Renewal Requirements The renewal application will require all licensees to provide updated information for the following: ... Proof that the licensee requested from the host community the records of any costs imposed on the city or town that are reasonably related to the operation of the ME or MTC. **The licensee's request shall state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a ME or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26. Documentation shall include the request and the substantive response from the city or town that includes the actual and anticipated expenses resulting from the operation. If the city or town does not submit a substantive response, the licensee shall provide an attestation to that effect.***

Please send any such records of any costs incurred by the City of Holyoke that are reasonably related to Holyoke Cannabis' operations at [380 Dwight Street, Unit 3](#), so that we may submit a compliant renewal application in the first week of May.

If you need any additional information, please do not hesitate to ask.

Thanks very much and I hope you have a great day.

Best,

Blake

--

Blake M. Mensing, Esq.
Founder & Chief Counsel
The Mensing Group LLC
[100 State Street, 9th Floor](#)
[Boston, MA 02109](#)
Direct: (617) 333-8725
www.MensingGroup.com

Legal Disclaimers

Cannabis Disclosure:

The Mensing Group LLC's services are limited strictly to the boundaries of the laws and regulations of the Commonwealth of Massachusetts relating to state-legal adult recreational use cannabis and medical use cannabis. All activities related to cannabis are currently illegal under the federal laws of the United States of America and nothing contained in this electronic communication nor any of the services that The Mensing Group LLC provides are intended to aid in any way with violation of any applicable law.

Confidentiality Notice:

This message and any attachments are intended solely for the person to whom it is addressed and are private, confidential and protected by the attorney-client privilege. This email communication may contain confidential information that may also be legally privileged and is therefor intended only for the use of the intended recipients to whom this communication is addressed. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized use, review, dissemination, distribution, copying, or downloading of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please notify The Mensing Group LLC by reply email immediately, delete the communication from your computer or other electronic device, and destroy all copies under your control, whether the copies are electronic or in hard copy.



Sender notified by
[Mailtrack](#)

--

Hello,

Thank you for your email. Due to a declared public health emergency, City Hall is closed until further notice.

During this time, many of our department staff members will not be in office but will be available remotely via email and/or phone for assistance. Essential services will still be provided, including trash & recycling pick up.

Please visit www.holyoke.org for a listing of city departments, contact information and ongoing updates regarding the City's Coronavirus response. Email communications and voicemails are welcome and a staff member will return your message as soon as possible.

Nilka M. Ortiz

Executive Assistant/Scheduler
City of Holyoke - City Hall
[536 Dwight Street](#)
[Holyoke, MA 01040-5043](#)

Phone (413)561-1600 <> ortizn@holyoke.org

****Please consider the environment before printing this e-mail****

--

Hello,

Thank you for your email. Due to a declared public health emergency, City Hall is closed until further notice.

During this time, many of our department staff members will not be in office but will be available remotely via email and/or phone for assistance. Essential services will still be provided, including trash & recycling pick up.

Please visit www.holyoke.org for a listing of city departments, contact information and ongoing updates regarding the City's Coronavirus response. Email communications and voicemails are welcome and a staff member will return your message as soon as possible.

Nilka M. Ortiz

Executive Assistant/Scheduler
City of Holyoke - City Hall
[536 Dwight Street](#)
Holyoke, MA 01040-5043

Phone (413)561-1600 <> ortizn@holyoke.org

****Please consider the environment before printing this e-mail****

--

Blake M. Mensing, Esq.
Founder & Chief Counsel
The Mensing Group LLC
[100 State Street, 9th Floor](#)
[Boston, MA 02109](#)
Direct: (617) 333-8725
www.MensingGroup.com

Legal Disclaimers

Cannabis Disclosure:

The Mensing Group LLC's services are limited strictly to the boundaries of the laws and regulations of the Commonwealth of Massachusetts relating to state-legal adult recreational use cannabis and medical use cannabis. All activities related to cannabis are currently illegal under the federal laws of the United States of America and nothing contained in this electronic communication nor any of the services that The Mensing Group LLC provides are intended to aid in any way with violation of any applicable law.

Confidentiality Notice:

This message and any attachments are intended solely for the person to whom it is addressed and are private, confidential and protected by the attorney-client privilege. This email communication may contain confidential information that may also be legally privileged and is therefor intended only for the use of the intended recipients to whom this communication is addressed. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized use, review, dissemination, distribution, copying, or downloading of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please notify The Mensing Group LLC by reply email immediately, delete the communication from your computer or other electronic device, and destroy all copies under your control, whether the copies are electronic or in hard copy.



Sender notified by
[Mailtrack](#)



Holyoke Cannabis Letter 4 29 2021.pdf
87K

**HOLYOKE 420 LLC d/b/a HOLYOKE CANNABIS
POSITIVE IMPACT PLAN**

Goals: Provide financial support to Cannabis Community Care and Research Network and Massachusetts Recreational Consumer Council because they are entities that offer support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs. The amounts of these donations will depend on the financial growth and profitability of the company. As sales and profits increase, Holyoke 420 LLC d/b/a Holyoke Cannabis (“Holyoke Cannabis”) will revisit its program donation goals to consider more generous donations as business allows.

Goal: Donate a total of \$5,000.00 annually to the organization as more particularly described below.

Program: The donations to be made to the following organizations are intended to benefit its ability to develop skills for Economic Empowerment Priority Applicants and Social Equity Training Program participants through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue educating adult-use cannabis consumers in Massachusetts:

1. Cannabis Community Care and Research Network (\$2,500.00 annual donation)
2. Massachusetts Recreational Consumer Council (\$2,500.00 annual donation)

Measurement and Accountability: At the end of each year, Holyoke Cannabis will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the programs outlined above. Holyoke Cannabis will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts.

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

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

Holyoke Cannabis expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2). Holyoke Cannabis acknowledges it will show progress or success of this plan at least annually upon renewal of provisional licensure.

Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

Contributed Property. Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

DISTRIBUTIONS

Tax Distributions.

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a "***Tax Distribution***."

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

Limitation upon Distributions. No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

TRANSFER OF UNITS

Restrictions on Sale or Other Disposition. Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, "***Transfer***") all or any portion of such Member's Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

Members' Right of First Refusal.

If a Member desires to Transfer any of his, her or its Units to any transferee other than those expressly permitted in this Section or any Units owned by any Member shall be subject to sale or other Transfer by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, then such selling Member, or Member otherwise affected by such Transfer (in either case, a "***Selling Member***"), shall, as soon as reasonably practical (but in the case of a proposed Transfer pursuant to subsection (i), at least sixty (60) days prior to the effective date of such proposed Transfer), submit in writing to the other Member the proposed terms and conditions of the proposed Transfer (the "***Terms***"). Such Terms shall include, without limitation, the price to be received by the transferee (or in the case of a proposed Transfer pursuant to subsection (ii), the price, value or consideration, if readily determinable, on the basis of which such Units are proposed to be transferred to such transferee), the number of Units to be transferred (the "***For Sale Units***") and the proposed transferee. After receipt of the Terms of the proposed Transfer, the other Member will have thirty (30) days (the "***Notice Period***") to exercise its right of first refusal hereunder to redeem the For Sale Units at the price or value as may be set forth in the Terms.

Notwithstanding anything herein to the contrary, in the event of the purchase by a Member of another Member's Units pursuant to this Section due to the death of a Member, if at the time of such death the Company has in place a key man life insurance policy on such Member, then the proceeds from such life insurance policy shall be applied to the purchase price for such deceased Member's Units and, if applicable, the Closing Date shall be delayed to allow for the administration and receipt of such life insurance proceeds from the insurer.

Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

Exception for Estate Planning. A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

DISSOLUTION AND TERMINATION

Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members;

the entry of a decree of judicial dissolution of the Company under the Act; or

a Deadlock of the Members is not resolved within 180 days of the Deadlock's commencement.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the Company. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his or her person or his or her property, then such Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property, subject to the terms and conditions of this Agreement.

Winding Up, Liquidation and Distribution of Assets

Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Members are directed to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

distribute the remaining assets to the Members on a pro-rata basis, in accordance with their respective Units, such distributions to be made either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined by the Members; and

allocate any Profit or Loss resulting from such sales to the Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

EXCULPATION AND INDEMNIFICATION

Exculpation of Covered Persons.

Covered Persons. As used herein, the term "***Covered Person***" shall mean (i) each Manager, and (ii) each Officer, employee, agent or representative of the Company.

Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

MISCELLANEOUS PROVISIONS

Notices. All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

Waiver of Action for Partition. No Member or permitted assignee shall have the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

Further Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

Waivers. No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

Rights and Remedies Cumulative; Creditors. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

Construction. The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

Amendment. This Agreement may be altered or amended only by the unanimous consent of the Members.

Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

No Prior Operating Agreements. This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Members to this Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any prior operating agreements to the extent that such an action is required pursuant to any such agreements' own terms.

Dispute Resolution. The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the state courts of the Commonwealth of Massachusetts sitting in Hampden County. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

Code and Treasury Regulation References. Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.

Counterparts. This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COMPANY:

HOLYOKE 420 LLC

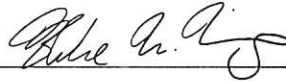
By: _____



6/4/2019

James Jaron
Managing Member

By: _____



Blake Mensing
Managing Member

SCHEDULE A

**OPERATING AGREEMENT
OF
HOLYOKE 420 LLC**

CAPITALIZATION TABLE

Name	Capital Contribution	Units	% Management Interest	% Economic Interest
James Jaron	\$ _____	900,000	90	90
Blake Mensing	\$ <u>100.00</u>	100,000	10	10

SCHEDULE B

OPERATING AGREEMENT OF HOLYOKE 420 LLC

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

“**Act**” means the applicable law of the Commonwealth of Massachusetts governing limited liability companies organized in Massachusetts, the Massachusetts Limited Liability Company Act, *et seq*, and any successor statute, as it may be amended from time to time.

“**Affiliate**” shall mean any other Person that directly or indirectly Controls or is Controlled by or is under common Control with such Person, or any Person that is an employee of or an officer of or partner in or serves in a similar capacity or relationship with respect to a Person.

“**Agreed Value**” means the fair market value of any Units at issue, as mutually agreed to by the parties selling and purchasing Units, or in the absence of such mutual agreement, determined in the following manner:

Each party will obtain its own appraiser to conduct an appraisal, the cost of which will be borne by such party. If the two appraisals are within 10% of each other, the average of those appraisals will be the fair market value. If the two appraisals are more than 10% apart, then the two appraisers will hire a third appraiser, the cost of which will be split equally between the two parties, to obtain a third appraisal and the average of the two appraisals that are closest in amount will be the fair market value. Any appraisal will be based upon the value of the entire Company sold to a single buyer in a single transaction for cash and shall include discounts for illiquidity or lack of control but shall not include any premium for control.

“**Available Cash**” means the cash held by or immediately available to, the Company less such reserves for capital expenditures or other liabilities or other purposes as the Members, in their sole discretion, may determine.

“**Bankruptcy**” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets, (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due, (c) the making by such Member of a general assignment for the benefit of such Member’s creditors, (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

“**Capital Account**” as of any given date shall mean the amount set forth on Schedule A as adjusted.

“Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by a Member or predecessor thereof whenever made.

“Certificate of Organization” shall mean the Certificate of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on March 29, 2019, as amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

“Company Property” means real and personal property owed, acquired by, or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

“Control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

“Decedent” shall mean an individual Member who has died.

“Entity” shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

“Family”, as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

“Fiscal Year” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date in any year in which the Company shall be dissolved as provided herein.

“Losses” shall mean the net losses of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Majority in Interest” of Members shall mean one or more Members whose combined Percentage Interests of a given class of Units exceed fifty percent (50%) of all Percentage Interests of Units owned by all Members of the same class of Units. The Company shall initially have one class of Units, with additional classes created or removed only in accordance with the procedures provided herein for the issuance of new Units.

“Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member, and each of the parties who may hereafter become a Member pursuant to the terms and conditions of this Agreement.

“Percentage Interest” of Units or of Members shall mean the number of Units of a

given class held at a particular time by such Member, divided by the total number of all Units of the same class then held by all Members, expressed as a percentage.

“Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

“Profits” shall mean the net profits of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Tax Items” means Profits and Losses and items of income, gain, loss, deduction and credit of the Company as determined for federal, state and local income tax purposes.

“Treasury Regulations” shall include proposed, temporary and final regulations promulgated under the Code.

“Unit” shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company.

OPERATING AGREEMENT OF HOLYOKE 420 LLC

(a Manager-Managed Massachusetts Limited Liability Company)

Effective as of June 3, 2019

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

OPERATING AGREEMENT OF HOLYOKE 420 LLC

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “*Agreement*”) of HOLYOKE 420 LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “*Company*”), is entered into and made effective as of June __, 2019 by and among the Company, James Jaron, a domiciliary of the Commonwealth of Massachusetts, Blake Mensing, a domiciliary of the Commonwealth of Massachusetts, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on March 29, 2019;

WHEREAS, the Members, the Managers, and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

GENERAL

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be Holyoke 420 LLC.

Principal Office. The principal office of the Company shall be at 100 State Street, 9th Floor, Boston, MA 02109 or at such other place or places as a Manager may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as a Manager may designate from time to time in the manner provided by the Act and applicable law.

The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on March 29, 2019, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purposes. The purpose of the Company shall be to engage in any business that is not prohibited by the Act or any other law, and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purpose as may be necessary, incidental or convenient to carry out the business of the Company as contemplated by this Agreement.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this

Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

MEMBERS

Meetings of Members. The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

Quorum. Unless a quorum consisting of at least a Majority in Interests of the Members is present in person or by proxy, no action may be taken at a meeting of Members.

Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members whose percentage of Units would be sufficient to approve the action at a meeting of the Members. All Members who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

Voting Rights: Required Vote. Each Member shall be entitled to vote his, her or its Units with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a Majority in Interests, as represented by Units, of the Members, unless the question or matter is one upon which, by express provision of applicable law or of the Certificate of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

Deadlock. In the event that a proposed action of the Members does not receive the vote, consent or approval of a Majority in Interest of the Members pursuant to this Agreement and results in a deadlock of the Members (a “**Deadlock**”), the Deadlock shall be resolved as follows:

1. The Members shall mutually agree upon an independent third-party of relevant experience and competence to decide the matter by mediation.
2. If after 180 days of mediation the matter still has not been decided, the Company shall be dissolved.

Proxies. Every Member entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Member or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Member authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received by the Company.

Issuance of Additional Units. The Company may not sell or issue additional Units or other equity interests in the Company (“**New Units**”) without the affirmative vote, consent, or approval of a Majority in Interest of the Members. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote in Interest of the Members.

Preemptive Rights of Members. Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the “**Preemptive Rights**”):

The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member’s Percentage Interest of Units at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member’s Percentage Interest of Units will be the same as the Percentage Interest of Units maintained by such Member immediately prior to the issuance of any such New Units.

Activities of Members. To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom.

Subject to the other express provisions of this Agreement (including the duty of to maintain Company’s Confidential Information), each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

Liability of the Members. Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as specifically and expressly agreed to by such Member in writing.

No Withdrawal. A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Compensation; Expenses. Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; *provided, however*, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide* employees of the Company may receive salaries from the Company in their capacity as employees.

Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; *provided, however*, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of this Agreement.

No Company Certificates. The Units of the Members in the Company shall not be certificated.

Names and Capital Contributions of Members. The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on **Schedule A**, attached hereto and made a part hereof. A Manager shall cause **Schedule A** to be updated as necessary from time to time.

Confidentiality. Each Manager and Member acknowledges that in their capacity as a member or principal of a Member, Manager, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the "Confidential Information").

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such

Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a Majority in Interests of the Managers. Each Member acknowledges and agrees that the right to possess and maintain confidentially all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member and Manager agrees that it will not at any time, whether then a member or manager of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Manager's duties or to a Member's own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Member and Manager shall return to the Company all property, written information and documents of the Corporation and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information's return or destruction forthwith upon his or her cessation as a Member or Manager. For greater certainty, nothing in this Agreement imposes liability upon any Member or Manager for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

Non-Solicitation. None of the Officers, Manager(s), any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (y) if such employee is terminated by the Company or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

MANAGEMENT AND OFFICERS

Management. The business and affairs of the Company will be managed by the Managers. The Managers shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, except for decisions expressly requiring a vote of the Members as provided herein.

The initial Managers of the Company shall be James Jaron and Blake Mensing. A Manager may be removed for cause. Replacement Managers shall be elected by a simple majority vote in Interest of the Members.

Specific Rights and Powers of Managers. Without limiting the generality of this Section, a Majority in Interests of the Managers shall have the power and authority on behalf of the Company to do the following:

Execute any and all documents or instruments of any kind that the Manager deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Manager may determine to be necessary or desirable in its absolute discretion;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Subject to the other terms of this Agreement, sell and issue New Units, and in connection therewith, determine the amount, nature, timing, and all other terms and conditions of any such issuances;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Manager shall deem necessary or desirable in the Manager's absolute discretion, including insurance policies insuring the Manager against liability arising as a result of any action he or she may take or fail to take in his capacity as Manager of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon the Manager to officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Manager shall deem necessary or desirable in the Manager's absolute discretion in order to carry out the purposes and business of the Company.

Manager Deadlock Provision. In the event that a proposed action requiring the unanimous vote, consent or approval of the Managers does not receive such unanimous vote, consent or approval and results in a deadlock of the Managers (a "Deadlock"), the Deadlock shall be resolved as follows: the vote cast by the Manager holding the greatest number of Units shall decide the action without regard to the vote(s) of the other Manager(s).

Authority of Attorneys-In-Fact, Employees, Agents and Members. Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

Returns and Other Elections. A Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by a Manager in his or her sole discretion. Each of the Members acknowledges and agrees that in no event shall another Member, a Manager, or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisors regarding such matters.

Tax Matters Partner. The Members shall designate a "***Tax Matters Partner***" (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be James Jaron.

Officers. A Manager may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Manager shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Manager. Any officer or agent elected or appointed by the Manager may be removed by the Manager whenever in his judgment the best interests of the Company would be served; *provided, however*, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member. No officer shall be delegated the authority to take any action requiring the approval of the Manager or Members without the prior consent of the Manager and such Members as are required to approve such actions.

Checks, Notes, Etc. A Manager shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Capital Contributions. The Members have contributed to the capital of the Company, as their "Initial Capital Contributions," the sums (whether in cash, by contribution of property, or a combination thereof) set forth on **Schedule A** to this Agreement in exchange for the number of Units set forth thereon. No Member shall have any obligation to contribute any additional amount to the capital of the Company. Loans made to the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

Loans by Members. Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; *provided, however*, that each such loan shall be approved by the Members. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

Limitation on Return of Capital. None of the Members shall be entitled to a return of capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to

such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

Capital Deficits. None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

ALLOCATION OF PROFITS AND LOSSES

Allocation of Profits and Losses. Except as otherwise expressly provided in this Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interests; provided, however, that (a) if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

Compliance with the Code. The allocation provisions in this Section are intended to comply with applicable provisions of the Code, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

Allocation of Profits and Losses upon Transfer or Change in Units. It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001376296

1. The exact name of the limited liability company is: HOLYOKE 420 LLC

2a. Location of its principal office:

No. and Street: 100 STATE STREET
9TH FLOOR
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

No. and Street: 100 STATE STREET
9TH FLOOR
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BLAKE M. MENSING
 No. and Street: 100 STATE STREET
9TH FLOOR
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

I, BLAKE M. MENSING resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JAMES E. JARON	100 STATE STREET, 9TH FLOOR BOSTON, MA 02109 USA
MANAGER	BLAKE M. MENSING	100 STATE STREET, 9TH FLOOR BOSTON, MA 02109 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

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	JAMES E. JARON	100 STATE STREET, 9TH FLOOR BOSTON, MA 02109 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of March, 2019,
BLAKE M. MENSING

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

March 29, 2019 04:13 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

August 29, 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

HOLYOKE 420 LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 29, 2019**.

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

I also certify that the names of all managers listed in the most recent filing are: **JAMES E. JARON, BLAKE M. MENSING**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JAMES E. JARON, BLAKE M. MENSING**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JAMES E. JARON**

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



Processed By:BOD



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

mass.gov/dor

Letter ID: L1582421888
Notice Date: September 18, 2019
Case ID: 0-000-730-219



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KARIMA RIZK
HOLYOKE 420 LLC
380 DWIGHT ST STE 3
HOLYOKE MA 01040-5890

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HOLYOKE 420 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



72 River Park Street Needham MA 02494
617-500-1824

Cannabis Control Commission
101 Federal Street, 13th floor
Boston, MA 02110
RE: Holyoke 420 LLC

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. Comm Ave Canna, Inc. has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to Comm Ave Canna, Inc. as soon as a bindable proposal is available.

Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
Prime Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496

Holyoke 420, LLC d/b/a Holyoke Cannabis

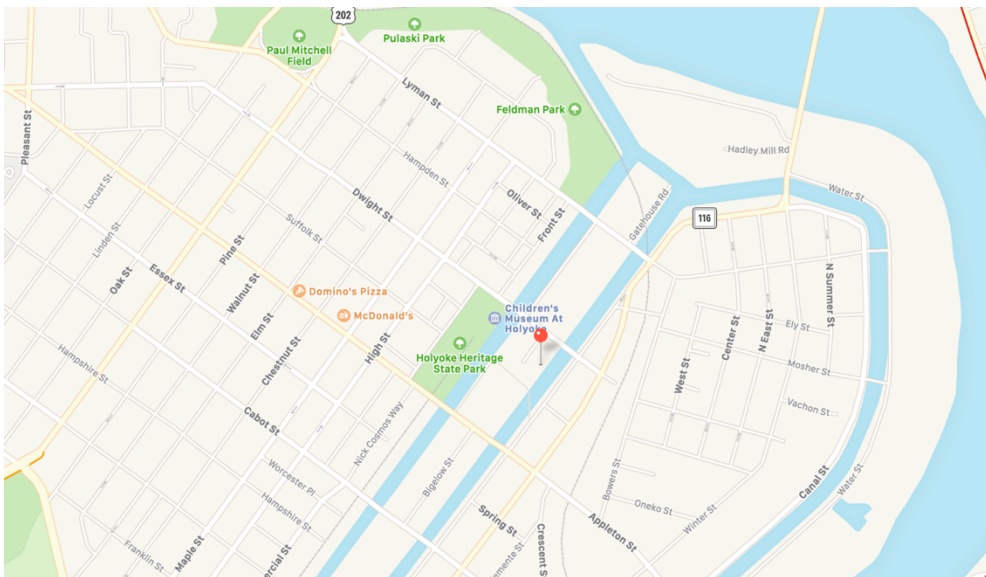
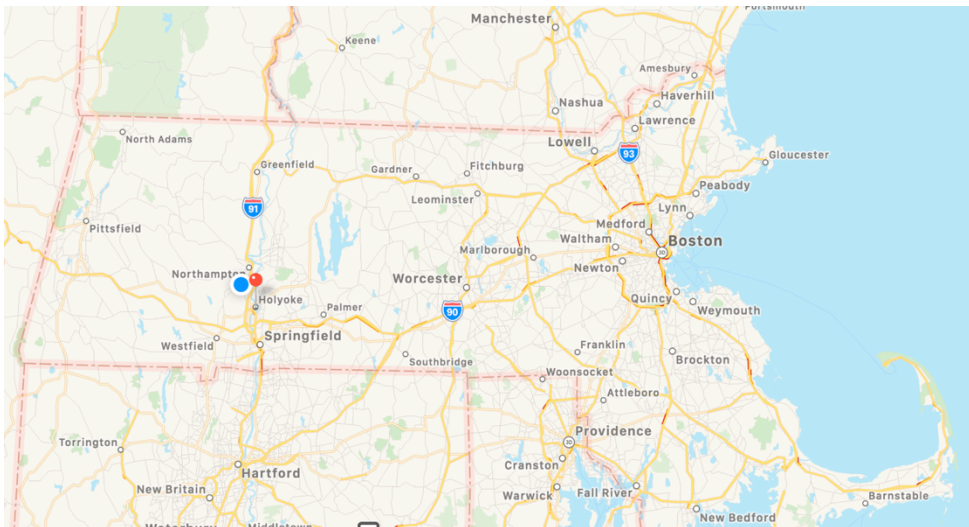
City of Holyoke

Business Plan for the City of Holyoke

Executive Summary

Holyoke 420, LLC. d/b/a Holyoke Cannabis
380 Dwight St, Unit 3
Holyoke, MA 01040

Facility Location w/ Map Image



Mission

Our mission is to operate a local, adult-use cannabis retail shop that serves as a model to regulatory authorities and is a shop that the community trusts.

Goals

- ✓ Develop a recognizable and trusted brand.
- ✓ Set industry standards for product quality.
- ✓ Serve as a model to regulatory authorities.
- ✓ Stimulate local economy by employing resident staff and vendors.

The Company

HOLYOKE 420, LLC d/b/a Holyoke Cannabis (hereinafter, “Holyoke Cannabis”) is a privately-funded Massachusetts corporation (ID Number: 001376296) seeking to obtain a retail cannabis license from the Cannabis Control Commission (“CCC”) to operate a retail shop located at 380 Dwight St, Unit 3, Holyoke, MA. HOLYOKE Cannabis will utilize the space to sell cannabis products to adults, over the age of 21, for recreational use.

HOLYOKE Cannabis was founded in 2019 by James Jaron, of Holyoke, MA, and Blake Mensing, of Holliston, MA. Mr. Jaron and Mr. Mensing are passionate about creating a trusted, engaging recreational marijuana retail store in the heart of Holyoke’s canal district. Mr. Jaron has successfully run two businesses in Western Massachusetts’ energy sector. Mr. Mensing is one of the Commonwealth’s preeminent cannabis attorneys, providing legal and business consulting services to Massachusetts cannabis business clients. Holyoke Cannabis is dedicated to providing safe, high-quality cannabis products in an inviting, Spanish-friendly retail space.

The Founders

James Jaron
33 Carol Lane
Holyoke, MA 01040

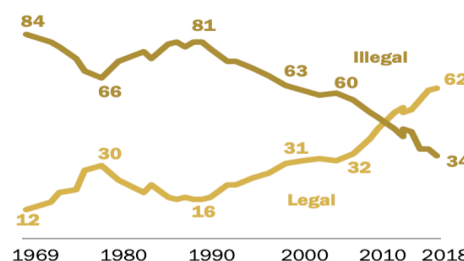
Blake Mensing, Esq.
100 State Street, 9th Floor
Boston, MA 02109

Market Overview

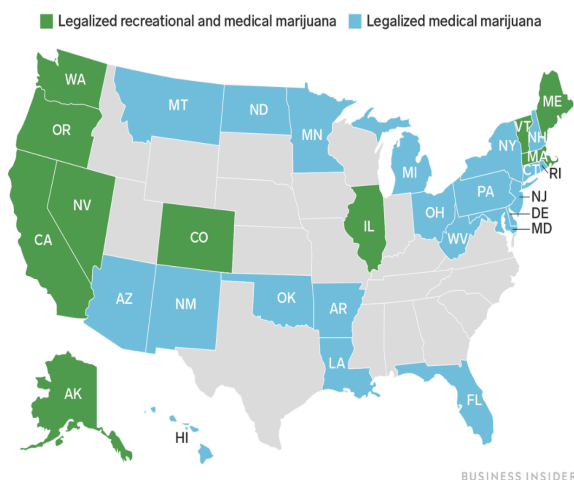
National Landscape

Public support for legalizing recreational cannabis has steadily risen from 12% in 1969, to an estimated 62% today. Those in favor understand that this industry will generate billions of dollars for the economy, create hundreds of thousands of jobs, decrease crime, free up police resources, take power and money away from drug cartels and street gangs, and put an end to an unregulated black market.

Do you think the use of marijuana should be made legal, or not? (%)



States where marijuana is legal



In 2018, twenty-one states considered legalization bills. As of today, eleven states and the District of Columbia have legalized cannabis for recreational adult-use, and thirty-three states have legalized cannabis for medicinal purposes, illustrating the increasing acceptance throughout the United States and the potential market opportunity presented by a regulated industry. In 2016, the legal cannabis industry generated \$7.2 billion in revenue and it is estimated that by 2025, the cannabis industry will exceed \$24 billion in annual economic activity.

Massachusetts Market

HOLYOKE Cannabis estimates Massachusetts' adult-use market potential at \$1.8 to \$2.0 billion, based on our analysis of the Massachusetts market relative to Colorado, which is generally accepted as the most established, regulated adult-use market in the United States. Colorado sales per resident were \$269 in 2017 and grew slightly to \$272 in 2018, indicating the signs of a maturing market. Projecting that per capita number onto the Massachusetts' 6.9 million population yields a \$1.875B market. Furthermore, considering Massachusetts' 8.45% higher income, the state's market potential exceeds \$2.0 billion.

Massachusetts Sales Projections

This chart shows the progression of cannabis sales in Colorado. As you can see, Colorado reached a plateau

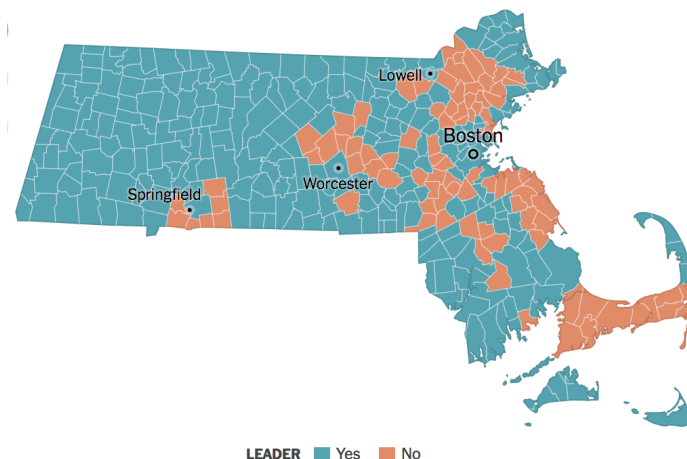


within four years. And we anticipate Massachusetts will follow a similar trajectory. Thus, sales will likely plateau in 2023.

Holyoke Market

With an average cannabis use rate of 30% in Western Massachusetts, Holyoke and the surrounding municipalities enjoy a very high demand for cannabis. The city has quickly established itself as cannabis business-friendly, with no limit on the number of retail stores and low barriers to obtaining a Host Community Agreement.

Of the approximately 40,000 Holyoke constituents that voted on Question #4, 9,409 residents, or 56.9%, voted in favor of recreational adult use cannabis. In addition to supplying the local population, we anticipate that our shop will experience a high volume of visiting customers coming from New York and New England.



Holyoke Cannabis plans to open within the first year of adult-use retail stores operating in the city. No adult-use cannabis retail stores have yet opened in Holyoke and only one cannabis establishment – Rise Holdings, Inc. – has received a notice to commence operations. Two additional retail stores have secured provisional licensing and another six retail stores have submitted licensing applications (see chart below).

We anticipate serving the market of 54,329 residents who reside in Holyoke or an adjacent municipality, as well as the population of 5,608 college students and many out-of-state tourists.

Holyoke, Massachusetts - Adult-Use Marijuana Establishments

Name	Licensing Stage	Address	Retail	Cultivate	Product Manufacturing	Microbusiness	Testing Lab	3rd-Party Transport
Rise Holdings, Inc.	Commence Operations	28 Appleton St.		X	X			
Boston Bud Factory	Provisional License	73 Sargeant St.	X		X			
Canna Provisions, Inc.	Provisional License	380 Dwight St, Unit 1	X					
Hothouse Holyoke	Provisional License	90 Sargeant St				X		
Holyoke Gardens, LLC	Provisional License	5 Appleton St		X	X			
Alchemy League	Provisional License	1 Cabot St.	X					
4 Bros, Inc. DBA East Coast Farms	Application Submitted	630 Beaulieu St	X	X	X			
Buudha Brothers, LLC	Application Submitted	604 Main St	X	X	X			
EMB Natural Ventures, LLC	Application Submitted	140 Middle Water St.		X				
Life Essence Inc. (purchased by Trulieve Cannabis Corp.)	Application Submitted	56 Canal St and 7 North Bridge St	X	X	X			
Solurge, Inc.	Application Submitted	650 Beaulieu St	X	X	X			
Tigertown, LLC	Application Submitted	56 Jackson St	X					
The High End Chocolate Company	Application Submitted	110 Winter St		X	X			
Blue Skies, LLC	Application Submitted			X				
Paper City Industries, LLC	Application Submitted	11 Berkshire St		X	X			
Emerald River, LLC	Application Submitted	346 Race St						X
Four Trees	Application Submitted	1 Cabot St.	X	X				
Analytic Labs, LLC	Application Submitted	56 Canal St					X	
Yankee Cannabis Company	Application Submitted	380 Dwight St		X				

Competition

As of today, there are 35 licensed adult use cannabis retail shops operating in Massachusetts. Holyoke Cannabis team combined experience in cannabis law, business consulting and retail store operations in Massachusetts gives us a competitive advantage over new and out-of-state retail stores. We believe that diversity is the cornerstone of success and we believe that our unique backgrounds will encourage creativity and drive innovation. See below for the names and locations of our current competitors:

Cultivate

Location: 1764 Main St., Leicester

Hours: 8 a.m. to 10 p.m., seven days a week

Menu

Cultivate was one of the first two medical marijuana dispensaries in Massachusetts — and the eastern half of the country — to begin selling the drug to all adults over 21 years old on Nov. 20, 2018.

New England Treatment Access (or NETA) — Northampton

Location: 118 Conz St., Northampton

Hours: 8 a.m. to 10 p.m., seven days a week

Menu

NETA also made history as one of the first two Massachusetts recreational pot shops on Nov. 20, 2018.

Alternative Therapies Group (or ATG)

Location: 50 Grove St., Salem

Hours: 9 a.m. to 6:45 p.m., seven days a week

Menu

After the CCC authorized ATG to commence retail operations, the Salem dispensary opened for recreational sales on Dec. 15, 2018. In the hopes of avoiding the long lines and traffic issues that plagued the previous two recreational pot shops (and given its proximity to the Boston area), ATG initially required customers to make an appointment on their website before visiting. However, the dispensary began allowing walk-in customers in April.

Verilife

Location: 112 Main St., Wareham

Hours: 9 a.m. to 8 p.m., seven days a week

Menu

Verilife opened Dec. 21, 2018, for adult-use customers.

Insa — Easthampton

Location: 122 Pleasant St., Easthampton

Hours: 10 a.m. to 10 p.m., Sunday to Wednesday; 10 a.m. to 10:45 p.m., Thursday to Saturday

Menu

After receiving approval from the CCC to commence retail operations, Insa announced plans to begin recreational sales on Dec. 22, 2018. The Easthampton dispensary, which is located at the rear of the Keystone Mill Building, had been open for medical-use customers since February 2018.

Theory Wellness

Location: 394 Stockbridge Road, Great Barrington

Hours: 8 a.m. to 10 p.m., seven days a week

Menu

After receiving authorization to commence operations from state regulators, Theory Wellness began recreational sales at its southwestern Massachusetts medical dispensary on Jan. 11. CEO Brandon Pollock told *The Boston Globe* that the company focuses on producing small batches of high quality products, “similar to a craft brewery.”

Temescal Wellness — Pittsfield

Location: 10 Callahan Drive, Pittsfield

Hours: 11 a.m. to 7 p.m., Monday to Saturday; noon to 5 p.m., Sunday

Menu

Temescal Wellness began recreational sales at its existing medical marijuana dispensary in Pittsfield on Jan. 15.

Northeast Alternatives

Location: 999 William S. Canning Blvd., Fall River

Hours: 10 a.m. to 9 p.m., Monday to Saturday; noon to 9 p.m., Sunday

Menu

The Fall River dispensary began recreational sales on Jan. 20.

Temescal Wellness — Hudson

Location: 252 Coolidge St., Hudson

Hours: 10 a.m. to 7 p.m., Monday to Saturday; noon to 5 p.m., Sunday

Menu

After being delayed by local police, Temescal opened its Hudson dispensary for recreational sales on Feb. 13.

Sanctuary Medicinals

Location: 16 Pearson Blvd., Gardner

Hours: 10 a.m. to 10 p.m., Sunday to Thursday; 10 a.m. to 11 p.m., Friday to Saturday

Menu

The Gardner medical marijuana dispensary, which opened in November 2018, began recreational sales on March 6.

Caroline's Cannabis

Location: 640 Douglas St., Uxbridge

Hours: 11 a.m. to 7 p.m., Tuesday to Sunday; closed Monday

Menu

After receiving a “commence operations” notice from the state, Caroline's Cannabis opened on March 15. A self-described “mom and pop” pot shop, Caroline's Cannabis became the first woman-owned business to get a retail marijuana license on Feb. 7 and was the first licensed store not owned by an existing medical marijuana dispensary. The shop also sells cannabis-related home decor and garden products.

Patriot Care — Lowell

Location: 70 Industrial Ave. E, Lowell

Hours: 10 a.m. to 8 p.m., Monday to Friday; 11 a.m. to 6 p.m., Saturday to Sunday

Menu

After receiving approval from the CCC, the Lowell medical marijuana dispensary began recreational sales on March 16.

New England Treatment Access (or NETA) — Brookline

Location: 160 Washington St., Brookline

Hours: 10 a.m. to 10 p.m., Monday to Friday; 9 a.m. to 10 p.m., Saturday to Sunday

Menu

NETA's second dispensary became the first pot shop in the Boston area to sell recreational marijuana, on March 23.

The Washington Street store is located inside the former Brookline Bank building and is a short walk from stations on the MBTA Green Line's D and E branches.

Patriot Care — Greenfield

Location: 7 Legion Ave., Greenfield

Hours: 10 a.m. to 7 p.m., Monday to Friday; 11 a.m. to 6 p.m., Saturday to Sunday

Menu

The Greenfield medical marijuana dispensary began recreational sales on April 2.

Berkshire Roots

Location: 501 Dalton Ave., Pittsfield

Hours: 10 a.m. to 7 p.m, seven days a week

Menu

The Pittsfield medical marijuana dispensary began its adult-use program on April 6 — making Pittsfield the first town in Massachusetts to have two recreational marijuana stores. Temescal Wellness began adult sales in the Berkshires town on Jan. 15.

Silver Therapeutics

Location: 238 Main St., Williamstown

Hours: 10 a.m. to 8 p.m., seven days a week

Menu

Located in the far northwest corner of the state, Silver Therapeutics opened for adult-use marijuana sales on April 24.

Good Chemistry

Location: 9 Harrison St., Worcester

Hours: 9 a.m. to 10 p.m., Monday to Saturday; 10 a.m. to 10 p.m., Sunday

Menu

Worcester's first recreational pot shop opened on May 1. And after initially requiring customer to reserve an appointment, the dispensary is now allowing walk-ins for adult-use sales.

RISE

Location: 169 Meadow St., Amherst

Hours: 9 a.m. to 8 p.m., Monday to Saturday; 11 a.m. to 6 p.m. Sunday

Menu

RISE Holdings opened its Amherst shop for recreational sales on May 12. The dispensary is owned by Green Thumb Industries, a national marijuana company that also has operations in Florida, Maryland, Nevada, Ohio, and Pennsylvania.

Garden Remedies — Newton

Location: 697 Washington St., Newton

Hours: 10 a.m. to 8 p.m., Monday to Thursday; 10 a.m. to 9 p.m., Friday to Saturday

Menu

Garden Remedies opened May 25, becoming Greater Boston's second recreational marijuana store. However, the Newton store requires customers to make an appointment to visit.

Garden Remedies — Marlborough

Location: 416 Boston Post Road E, Marlborough

Hours: 10 a.m. to 8 p.m., Monday to Saturday; 10 a.m. to 5 p.m., Sunday

Menu

Located in a Route 20 strip mall, the Marlborough pot shop opened for adult-use marijuana sales on June 9. The dispensary has also been approved to sell medical marijuana.

In a press release, Garden Remedies said the Marlborough location has the “largest parking lot of any cannabis dispensary” in Massachusetts, so customers will “find ample parking immediately outside the dispensary, with no shuttle busses or complex processes.” And unlike their Newton store, appointments are not required.

Mass Alternative Care

Location: 1247 East Main St., Chicopee

Hours: 10 a.m. to 8 p.m., Monday to Saturday; noon to 5 p.m., Sunday

Menu

The Springfield-area dispensary, which began selling medical cannabis in August 2018, began adult-use sales on July 5.

Canna Provisions

Location: 220 Housatonic St., Lee

Hours: 9 a.m. to 10 p.m., Sunday to Thursday; 8 a.m. to 10 p.m., Friday to Saturday

Menu

The Western Massachusetts dispensary opened on July 5 after receiving the final go-ahead from the CCC.

The Green Lady

11 Amelia Drive, Nantucket

Hours: 10 a.m. to 6 p.m., Tuesday to Sunday; closed Monday

Menu

The Green Lady became the first marijuana dispensary on Nantucket when it opened on Aug. 11. Due to federal rules making it illegal to bring cannabis to and from the island, the Amelia Drive facility grows, manufactures, tests, and sells its products all inside the same house.

Solar Therapeutics

Location: 1400 Brayton Point Road, Somerset

Hours: 9 a.m. to 9 p.m., Monday to Saturday; 10 a.m. to 6 p.m., Sunday

Menu

One of the state's more unique pot shops, Solar Therapeutics is half-powered by the 67,000 square feet of solar panels on its roof. The South Coast dispensary, which also grows and produces marijuana products at its facility in Somerset, opened for recreational sales on Sept. 2.

Alternatives Therapies Group (or ATG) — Salisbury

Location: 107 Elm St., Salisbury

Hours: 9 a.m. to 6:45 p.m., seven days a week

Menu

ATG, which opened the state's third recreational pot shop in Salem, began adult-use sales at its second store Sept. 4, after their Salisbury location received a commence operations notice from the CCC. The Elm Street dispensary is located roughly a mile away from Exit 58 on I-95 and about five minutes from the New Hampshire border.

253 Farmacy

Location: 253 Miller Falls Road, Montague

Hours: 9 a.m. to 8 p.m., Monday to Saturday; 10 a.m. to 5 p.m., Sunday

Menu

The Montague dispensary open on Sept. 5 in the former Hallmark Imaging plant outside Turner Falls. The company planned to grow and produce its stock at the 33,000-square-foot facility, but was beginning by buying wholesale marijuana to ramp up supply.

Gage Cannabis

Location: 38 Littleton Road, Ayer

Hours: 9 a.m. to 9 p.m., seven days a week

Menu

The Ayer recreational marijuana dispensary opened on Sept. 23 after receiving a final go-ahead from the CCC. The company is owned by John Hillier, who also owns [Central Ave Compassionate Care](#), a nearby medical marijuana dispensary in Ayer that will continue to solely serve registered patients.

Nature's Remedy

Location: 266 North Main St., Millbury

Hours: 10 a.m. to 8 p.m., Monday to Saturday; 10 a.m. to 6 p.m., Sunday

[Menu](#)

The Millbury dispensary [opened](#) for adult-use sales on Sept. 27.

Apothca

Location: 491 Lynnway, Lynn

Hours: 10 a.m. to 8 p.m., seven days a week

[Menu](#)

Located on Route 1A, Apothca's Lynn dispensary began adult-use sales on Oct. 26.

[Curaleaf](#) — Oxford

Location: 425 Main St., Oxford

Hours: 9 a.m. to 8 p.m., Monday to Saturday; 10 a.m. to 5 p.m., Sunday

[Menu](#)

The Wakefield-based marijuana giant opened its Oxford dispensary for appointment-only adult-use sales on Nov. 1, allowing customers to reserve 10-minute time slots on its website. Curaleaf said the appointments would be required for its first month of adult-use sales. Customers that arrive without appointments would be directed to a "stand-by line."

In Good Health

Location: 1200 West Chestnut St., Brockton

Hours: 8 a.m. to 8 p.m., seven days a week

[Menu](#)

The Brockton medical marijuana dispensary began adult-use sales on Nov. 5 and was the only recreational South Shore pot shop within 22 miles, according to CEO David Noble.

CommCan

Location: 1525 Main St., Millis

Hours: 10 a.m. to 8 p.m., seven days a week

[Menu](#)

Located on Route 109, the Mills dispensary opened for adult-use sales on Nov. 6. CommCan, which runs a production facility in neighboring Medway, also has a medical dispensary in Southborough and a planned pot shop in Mansfield.

[Insa](#) — Salem

Location: 462 Highland Ave, Salem

Hours: 9 a.m. to 10:45 p.m., seven days a week

[Menu](#)

Insa's second recreational dispensary opened on Nov. 11. Insa also has a medical dispensary in Springfield and a hybrid dispensary in Easthampton, the latter of which was one of the first stores to begin selling recreational marijuana in Massachusetts.

Curaleaf — Provincetown

Location: 170 Commercial St., Provincetown

Off-season hours: 10 a.m. to 6 p.m., Monday to Saturday; 10 a.m. to 5 p.m. Sundays.

Busy season hours: 9 a.m. to 9 p.m., seven days a week

Menu

Located on Provincetown's main drag, Cape Cod's first recreational marijuana shop opened on Jan. 29. Due to its location, the dispensary has no on-site parking or shuttle. However, the shop does have dedicated bike racks and is within walking distance from the town's public parking lots. The dispensary only accepts cash, but does have an ATM on site.

Curaleaf, a Wakefield-based company that is own of the biggest cannabis operators in the country, opened its first Massachusetts adult-use dispensary in November in Oxford.

Triple M

Location: 9 Collins Ave., Plymouth

Hours: 10 a.m. to 8 p.m., Monday to Saturday; noon to 5 p.m., Sunday

Menu

The Plymouth shop, which began medical marijuana sales in 2018, opened for recreational sales on Feb. 3, according to COO Kevin O'Reilly.

O'Reilly says the South Shore shop has more than 100 on-site parking spots and will accept cash, debit cards, and payment through CanPay. The facility also has separate areas of adult-use and medical sales. O'Reilly said adult-use customers will at least initially be limited to up to an eighth-ounce of flower per purchase.

Opening soon

Hope Heal Health

Location: 1 West St., Fall River

Hours: 11 a.m. to 7 p.m., seven days a week

After receiving the CCC's final approval, Hope Heal Health is set to become Fall River's second dispensary to offer adult-use sales on Feb. 7. The company first opened for medical marijuana patients in 2019.

Healthy Pharms

Location: 401 East Main St., Georgetown

Hours: 10 a.m. to 7 p.m., seven days a week

Located immediately off Exit 54 on I-95, the Georgetown medical dispensary obtained a final license July 17 to begin recreational sales in the near future. Healthy Pharms also has a medical dispensary in Cambridge's Harvard Square.

Bloom Brothers

Location: 2 Larch St., Pittsfield

Bloom Brothers received a final license from the CCC on Nov. 7 and says it plans to open toward the beginning of 2020. The dispensary would be the third store in Pittsfield.

Alternatives Therapies Group (or ATG) — Amesbury

Location: 49 Macy St., Amesbury

ATG's prospective third adult-use dispensary in the state received a final license on Dec. 19.

Located just off Exit 55 on I-495, the Amesbury property is located about two miles from ATG's store in Salisbury.

Theory Wellness — Chicopee

Location: 672 Fuller Rd., Chicopee

Theory Wellness, which opened its first adult-use dispensary last year in Great Barrington, received a final license for its Chicopee store on Jan. 16. The company's website says it will "announcing our opening date in the near future," after it gets a final OK from the CCC.

Caregiver-Patient Connection

Location: 371 Lunenburg St., Fitchburg

The Fitchburg shop, which also plans to have a cultivation facility in Barre, received a final license from the CCC on Feb. 6.

Curaleaf — Ware

Location: 124 West St., Unit D, Ware

Curaleaf received a final license Feb. 6 for what would be its third recreational marijuana dispensary in Massachusetts. The national cannabis company recently opened pot shops in Oxford and Provincetown.

Green Biz

Location: 34 Bridge St., Northampton

Located less than a mile away from Northampton's first recreational dispensary in the city's commercial district, Green Biz received a final license from the CCC on Feb. 6.

Ipswich Pharmaceutical Associates

Location: 116 Newburyport Turnpike, Rowley

The North Shore shop received a final license from the CCC on Feb. 6.

Nova Farms

Location: 34 Extension St., Attleboro

Nova Farms, which also plans to open an adult-use dispensary in Framingham, received a final license for its Attleboro shop on Feb. 6.

Pure Oasis

Location: 430 Blue Hill Ave., Boston

Located in the city's Dorchester neighborhood, Pure Oasis became the first dispensary in Boston to receive a final license Feb. 6. The company is also the first economic empowerment applicant for receive a license from the state.

The Verb is Herb

74 Cottage St., Easthampton

In downtown Easthampton, the city's second adult-use marijuana dispensary received a final license Feb. 6.

Products & Services

Product Line

All of the products we sell will be purchased from established licensed cultivators, manufacturers and local craft producers. All products will be fully tested by licensed independent testing labs, in accordance with state regulations. We have established relationships with a number of licensed cannabis companies and applicants for cannabis licensing, from whom we plan to purchase cannabis flower and products for sale. Holyoke Cannabis will endeavor to purchase from licensed cultivators, manufacturers, microbusinesses, and craft cooperatives that are owned by Economic Empowerment (EE) and Social Equity (SE) applicants, women, people of color, veterans, disabled, and LGBTQ. We recognize the importance of benefiting the host community and intend to work with local vendors and contractors to keep Holyoke Cannabis' economic footprint in the community whenever possible. Our retail store will provide the following products:

- Flower
- Pre-rolled joints
- Extracts
- Edibles
- Vape Cartridges (CBD and THC)
- Topicals
- Accessories (grinders, pipes, books)
- Other

Product Quality and Testing

We will request appropriate documentation to confirm all products were properly tested, unless the product labeling is sufficient for this purpose. We will only sell products that have passed purity standards, pursuant to 935 CMR 500.160 Testing of Marijuana and Marijuana Products.

All cannabis in Massachusetts is tracked in the state's seed-to-sale inventory software system provided by METRC®. HOLYOKE Cannabis intends to use METRC® and an adult-use cannabis retail point-of-sale (POS) system. Any product not to standard will be removed from sales, put in a locked container, the supplier and CCC will be notified, and the defective product will be returned to the supplier for proper destruction.

Required Product Labeling

All HOLYOKE Cannabis employees will be trained to understand 935 CMR 500.150: Edible Marijuana Products and will be trained to identify any products that violate these regulations. Our employees will be required to understand 500.150(3) Additional Labeling and Packaging Requirements for Edible marijuana products. Our staff will ensure every container holding a cannabis product is properly labeled, contains a warning label and discloses the total THC content. HOLYOKE Cannabis believes it is our responsibility to inspect and identify all products to ensure the safety of our patrons.

Retail Shop Overview

HOLYOKE Cannabis will prioritize the customer experience to ensure all patrons are satisfied! Our staff will help customers choose products appropriately and understand how to use them correctly. We seek to be trusted by customers and known within the community as a business that provides accurate product awareness and knowledge. Holyoke Cannabis will ensure bilingual, Spanish-speaking staff are

scheduled on every shift to ensure the local Hispanic community may feel welcomed and communicate with our staff.

The store will be designed in compliance with 935 CMR 500.110(1)(l), as to ensure all products are kept out of sight and are not visible from a public place. Customers will enter through a door and be greeted by a security guard who will check ID's to verify all customers are 21 year of age or older. Reception staff will greet the customers and direct them to one of two stanchioned queues: one for regular orders and another for reserve order pick-up and disabled customer access. Customers will wait in the designated queue until they are called to the counter by a sales associate. Customers will have the opportunity to view small quantities of cannabis product samples available in a locked glass display, view clearly-posted menu and price displays, and ask questions of the sale associates. Once the customer has made their purchase decision, the sales associate will retrieve the requested products, bag them in properly exit packaging, and ensure the financial transaction and cannabis product sold are properly recorded and exchanged at the POS. Customers will follow a counter-clockwise flow and promptly leave the sales floor through an exit door, after the sale is complete.

Marketing Strategy

HOLYOKE Cannabis is dedicated to respecting and adhering to the rules and regulations that govern the marketing techniques of cannabis products. Our plan is to promote our product through authorized digital, media and print platforms. HOLYOKE Cannabis will NOT market, advertise or brand:

- in any manner that is deemed deceptive or misleading
- to audiences under the age of 21 years old
- in any way that appeals to an audience under the age of 21 years old via promotional giveaways or coupons
- by any unsolicited means
- by any portable means including vehicles, clothing or merchandise

Our marketing and advertising campaign include:

- Developing close personal relationships with cultivators, manufacturers, microbusinesses and craft cooperatives though direct, personal communication
- Creation of a customer email list and digital newsletter
- Develop an engaging website, through which customers may view the menu and prices, and submit reserve-ahead orders.
- Attending cannabis/hemp/wellness related conventions/events
- Sponsor cannabis education, research, and other non-profit initiatives, including:
 - Cannabis Community Care and Research Network (C3RN)
 - Massachusetts Recreational Consumer Council
 - Elevate Northeast
 - Pioneer Valley Cannabis Industry Summit
- Advertising via print publications, including:
 - Different Leaf
 - Sensi Magazine
- Advertising via digital/mobile platforms, including:
 - Weedmaps.com
 - Leafly.com

Security Plan

HOLYOKE Cannabis will install a security system including alarms and surveillance that fully comply with the guidelines stated in 935 CMR 500.110 and all other rules and regulations governing the security measures of retail shops. It is of the utmost importance to HOLYOKE Cannabis that the premises, our employees, consumers and the general public are protected and safe while in and around our facility.

Surveillance/ Alarm shall include:

- The outside perimeter shall be sufficiently lit to facilitate surveillance
- Commercial grade security equipment will be installed to alarm the perimeter, including all entry and exit points and windows.
- Video Cameras shall be installed in all points of entry and exit and in parking lot
- A silent duress alarm shall be installed to notify local law enforcement in an emergency
- Video cameras to run for 24 hours and shall provide date and time stamps
- Video camera shall be installed in all areas that may contain cannabis product

Access:

- HOLYOKE Cannabis will adopt procedures to prevent loitering to ensure that no unauthorized individuals access the facility
- All customers will be greeted by a security guard and will be required to show proper identification at least twice prior to purchasing any cannabis products
- All entrances will be secured to ensure no unauthorized personnel access the facility
- Limited access areas will be designated and labeled as such
- All cannabis products will be secured and locked away to prevent diversion, theft or loss
- Keys and access codes will be accessible to specifically authorized personnel only
- All cannabis products will be kept out of plain sight from the general public
- All employees must show their Registered Agent ID badges to enter Holyoke Cannabis for work. Employees must visibly wear their Registered Agent badge at all times while working in the store.
- All visitors will be required to sign in the Visitor Log and visibly wear Visitor ID Badges. Visitors will be accompanied by Holyoke Cannabis staff at all times while in the store.

Staff:

- Safety protocol and drills will be implemented and practices in the event of emergency, diversion or theft.
- Staff will undergo regular and updated training and safety awareness, including an orientation training program, Responsible Vendor Trainings, and eight (8) hours annually of ongoing training.

STAFFING & TRAINING

We will recruit staff from the local Holyoke community. Preference will be given to disproportionately impacted residents (as defined by the Commission), Spanish speakers, veterans, people of color, women and individuals with knowledge and/or experience in the therapeutic use of cannabis. It is of utmost importance to HOLYOKE Cannabis that we hire a staff that is diverse in age, gender, and race and represents the communities and customers whom we serve. Holyoke Cannabis is committed to having Spanish speaking staff available at all times of operation.

The store will be staffed with a manager, assistant managers, and 15-20 sales associates who will run the point-of-sale, reception, and security ID check areas. Two (2) security staff will be hired to assist with crowd control and safety; per Holyoke permitting requirements, armed security staff will be on site during operating hours.

Staff will be trained in the following topics (including, but not limited to):

- Understanding products
- Understanding flower strains
- Cooking with cannabis oils
- Proper storage of cannabis product – both in the retail store and in the consumer’s home
- Procedure for storing and disposing of bad product and cannabis waste
- Handling age confirmations, fake IDs, and IDs of another person
- Common mistakes made in ID and age verification
- Managing belligerent customers
- Responding to a medical emergency
- General security
- Preventing diversion (theft)
- Proper record keeping
- Responding to a robbery or active shooter

Financial Summary

HOLYOKE Cannabis is a privately-funded business venture with an initial operating budget of \$1,600,000.00.

Projected Capital Expenses

Retail Fixtures	\$30,000.00
Security and Photometric Plan	\$35,000.00
Basic cosmetic upgrades and retrofit	\$12,000.00
Ancillary Professional Services (architect, engineer, attorney, etc.)	\$70,000.00

Start-up capital	\$200,000.00
Contingencies	\$100,000.00
Working capital required prior to opening (rent and licensing fees)	\$30,000.00
Total	\$477,000.00

Community Impact Initiative

Community Outreach and Education

Holyoke Cannabis plans to offer a variety of free educational workshops ranging from pain management to cooking classes. We also plan to support local cannabis outreach and educational programs. Holyoke Cannabis is committed to giving back to the community and getting to know the people we serve!

Social Equity Vendor Support

Holyoke Cannabis plans to engage with C3RN and Holyoke Community College to support SE and EE participants in gaining cannabis business training and recruit graduates of the program for employment at Holyoke Cannabis.

Opioid Crisis Prevention

Holyoke Cannabis is dedicated to helping fight our community's opioid crisis. We plan to work closely with law enforcement agency to educate and assist our community in any way that we can. Research indicates that cannabis (particularly, CBD) has benefits in assisting addiction and we plan to utilize its benefits to create a safer, opioid-free community.

Youth-Use Prevention

Holyoke Cannabis will adhere strictly to the rules restricting use to only those over the age of 21. We plan to assist the community in educating Holyoke's youth in regards to public health and drug abuse prevention.

HOLYOKE 420 LLC

Record Keeping Procedures

HOLYOKE 420 LLC's ("HOLYOKE 420") records shall be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). HOLYOKE 420 shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with HOLYOKE 420, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

HOLYOKE 420 will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

HOLYOKE 420 will maintain a real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for dispensing, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the seed-to-sale tracking software. HOLYOKE 420 will keep continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

HOLYOKE 420 will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating LME's name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the

names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. HOLYOKE 420 will maintain records of all manifests

INCIDENT REPORTS

HOLYOKE 420 will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

HOLYOKE 420 shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. HOLYOKE 420 shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that HOLYOKE 420 operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). HOLYOKE 420 shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

HOLYOKE 420 will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be

submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to HOLYOKE 420's security system, HOLYOKE 420 will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

HOLYOKE 420 will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the General Manager's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at HOLYOKE 420's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

HOLYOKE 420 LLC

Qualifications and Training

HOLYOKE 420 LLC (“HOLYOKE 420”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all retail marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New retail marijuana establishment agents will receive employee orientation prior to beginning work with HOLYOKE 420. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of HOLYOKE 420 that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. HOLYOKE 420 shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of HOLYOKE 420’s employees will be registered as retail marijuana establishment agents, in accordance with 935 CMR 500.030. All HOLYOKE 420 employees will be duly registered as retail marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of HOLYOKE 420 shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in retail marijuana establishment agents’ files. HOLYOKE 420 shall retain all training records for at least one year after a retail marijuana establishment agents’ termination. Retail marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

HOLYOKE 420 LLC

Personnel Policies

HOLYOKE 420 LLC (“HOLYOKE 420”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. HOLYOKE 420 shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), HOLYOKE 420 is providing these personnel policies, including background check policies, for its adult-use Marijuana Establishment that will be located in the Town of Holyoke, MA.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that HOLYOKE 420 determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. HOLYOKE 420 strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, HOLYOKE 420 has and follows a set of detailed written operating procedures for each location. HOLYOKE 420 has developed and will follow a set of such operating procedures for each facility. HOLYOKE 420’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;

- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - 3. 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.
- (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) (m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- (n) 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(s).
- (o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- (p) Policies and procedures for energy efficiency and conservation that shall include:
 - 1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - 2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all of HOLYOKE 420's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. HOLYOKE 420 shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of HOLYOKE 420 will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by HOLYOKE 420 and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, HOLYOKE 420's personnel records will be available for inspection by the Commission, upon request. HOLYOKE 420's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following HOLYOKE 420 personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of HOLYOKE 420's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with HOLYOKE 420 and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. HOLYOKE 420 understands that in the event that HOLYOKE 420 were to close, all records will be kept for at least two years at the expense of HOLYOKE 420.

HOLYOKE 420 LLC d/b/a HOLYOKE CANNABIS

Maintaining of Financial Records

HOLYOKE 420 LLC's ("HOLYOKE 420") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Following the closure of HOLYOKE 420, all records will be kept for at least two years, at HOLYOKE 420's sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). HOLYOKE 420 shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

Furthermore, Holyoke 420 shall implement the following policies for Recording Sales:

1. Holyoke Cannabis will utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
2. Holyoke Cannabis may also utilize a sales recording module approved by the DOR.
3. Holyoke Cannabis will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
4. Holyoke Cannabis will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Holyoke Cannabis will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Holyoke Cannabis determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 1. it will immediately disclose the information to the Commission;
 2. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
5. Holyoke Cannabis will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.
6. Holyoke Cannabis will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
7. Holyoke Cannabis will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Holyoke 420, LLC

Restricting Access to Age 21 or Older

As an adult-use retail location, and pursuant to 935 CMR 500.140(2), upon entry into the premise of HOLYOKE 420 LLC (HOLYOKE 420) by an individual, a HOLYOKE 420 agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification, which shall be a currently valid government-issued driver's license or identification card.

All employees and registered agents must be 21 years of age or older in accordance with 935 CMR 500.030.

HOLYOKE 420 LLC
Procedures for Quality Control and Testing of Product

Pursuant to 935 CMR 500.160, HOLYOKE 420 LLC (“HOLYOKE 420”) will not sell or market any marijuana product that is not capable of being tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

HOLYOKE 420 shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by HOLYOKE 420 for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to HOLYOKE 420 by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). HOLYOKE 420 shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

HOLYOKE 420’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All HOLYOKE 420 staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. HOLYOKE 420 will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

The HOLYOKE 420 General Manager (GM) will provide quality control oversight over all marijuana products purchased from suppliers and sold to customers. All HOLYOKE 420 staff will immediately notify the GM of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the GM, including measures taken, if necessary, to contain and dispose of unsafe products. The GM will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All HOLYOKE 420 staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of HOLYOKE 420.

HOLYOKE 420 management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow HOLYOKE 420 procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), HOLYOKE 420 shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. HOLYOKE 420 will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. HOLYOKE 420 storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The HOLYOKE 420 storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by HOLYOKE 420 for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Additional Affirmative Statements:

- All Holyoke 420 agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000.
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests pursuant to 935 CMR 500.105(3) and (12).
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair in conformity with 935 CMR 500.105(3).
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana pursuant to 935 CMR 500.105(3).
- Holyoke 420 shall provide its employees with adequate, readily accessible toilet facilities pursuant to 935 CMR 500.105(3).
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination in accordance with 935 CMR 500.105(3).
- Holyoke 420 shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary pursuant to 935 CMR 500.160(2).

HOLYOKE 420 LLC d/b/a HOLYOKE CANNABIS

Diversity Plan

Holyoke 420 LLC d/b/a Holyoke Cannabis (“Holyoke Cannabis” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Holyoke Cannabis a leader and champion of diversity, both in the City of Holyoke and throughout the broader Massachusetts cannabis industry.

Holyoke Cannabis’ commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 10% of our staffing needs from people from diverse backgrounds.

Programs to Achieve Diversity Goal One:

- Create a standing Committee on Diversity and Inclusion ("CDI") with membership to be comprised of leaders from all levels of Holyoke Cannabis’ corporate hierarchy and across all departments.
- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out diverse candidates, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.
- Perform intercultural competency assessments of key staff and management to identify areas where additional training may be warranted.

Measurements:

- Qualitative Metrics: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Holyoke Cannabis’ strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow the Company to adjust our programs in the event that our goals are not being achieved.
- Quantitative Metrics: We will strive to achieve at least 10% of our staffing needs from people from diverse backgrounds, which shall specifically include minorities, women, veterans, people with disabilities, and people from the LGBTQ community. The personnel files shall be evaluated on semi-annual basis to determine how many employees from diverse backgrounds occupy positions within the company and that number shall be divided by Holyoke Cannabis’ total staffing at its Holyoke retail facility to determine the percentage achieved.

Goal Two: Enhance workforce diversity by contracting with diverse businesses.

Diversity in Contracting.

Holyoke Cannabis will make good faith efforts to employ a minimum of 10% of its contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a Minority Business Enterprise, a Women Business Enterprise, a Veteran Business Enterprise, a Lesbian Gay Bisexual Transgender Enterprise, a Service-Disabled Veteran-Owned Business Enterprise, or a Disability-Owned Business Enterprise, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Measurements:

- **Qualitative Metrics:** We will seek to have diversity across demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships: i.e. we don’t want our contractors to all fall within the same category of DBE and instead will seek to find companies from businesses owned by minorities; women; veterans; people with disabilities; and people of all gender identities and sexual orientations.
- **Quantitative Metrics:** The Company’s goal shall be that a minimum of 10% of its contractual expenditures will be through contractual agreements with DBE. We will maintain a database of all cannabis establishment wholesale customers and all ancillary service providers by which to judge our progress toward this contracting goal.

AFFIRMATIVE STATEMENTS

1. The Company acknowledges, is aware of, and will adhere to the requirements set forth under 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
2. 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.
3. The Company acknowledges that the progress or success of this plan, in its entirety, must be documented upon renewal of licensure (one year from the grant of provisional licensure, and each year thereafter).