



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284733
Original Issued Date: 03/27/2023
Issued Date: 03/27/2023
Expiration Date: 03/27/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Holland Brands SB, LLC

Phone Number: 508-479-3506 Email Address: charlie@nativesuncannabis.com

Business Address 1: 115 K Street

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02127

Mailing Address 1: 55 Henshaw Street

Mailing Address 2:

Mailing City: Brighton

Mailing State: MA

Mailing Zip Code: 02135

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: 50 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Timothy

Last Name: Caraboolad Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 100
Role: Owner / Partner Other Role:
First Name: Geoffrey Last Name: Caraboolad Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
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: Geoffrey Last Name: Caraboolad Suffix:
Caraboolad
Types of Capital: Monetary/ Other Type of Capital: Total Value of the Capital Provided: Percentage of Initial Capital:
Equity \$3000000 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

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

Individual 2

First Name: Timothy Last Name: Caraboolad Suffix:
Marijuana Establishment Name: Holland Brands NA, LLC dba Native Sun Business Type: Marijuana Retailer
Marijuana Establishment City: North Attleboro Marijuana Establishment State: MA

Individual 3

First Name: Timothy Last Name: Caraboolad Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC dba Native Sun Business Type: Marijuana Cultivator
Marijuana Establishment City: Fitchburg Marijuana Establishment State: MA

Individual 4

First Name: Timothy Last Name: Caraboolad Suffix:

Marijuana Establishment Name: 140 Industrial Road, LLC dba Native Sun **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 5

First Name: Geoffrey **Last Name:** Caraboolad **Suffix:**

Marijuana Establishment Name: Native Sun Wellness, Inc **Business Type:** Marijuana Retailer
Marijuana Establishment City: Hudson **Marijuana Establishment State:** MA

Individual 6

First Name: Geoffrey **Last Name:** Caraboolad **Suffix:**

Marijuana Establishment Name: Holland Brands NA, LLC dba Native Sun **Business Type:** Marijuana Retailer
Marijuana Establishment City: North Attleboro **Marijuana Establishment State:** MA

Individual 7

First Name: Geoffrey **Last Name:** Caraboolad **Suffix:**

Marijuana Establishment Name: 140 Industrial Road, LLC dba Native Sun **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 8

First Name: Geoffrey **Last Name:** Caraboolad **Suffix:**

Marijuana Establishment Name: 140 Industrial Road, LLC dba Native Sun **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 9

First Name: Timothy **Last Name:** Caraboolad **Suffix:**

Marijuana Establishment Name: Native Sun Braintree, LLC **Business Type:** Other
Marijuana Establishment City: Braintree **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 115 K Street

Establishment Address 2: 538-550 East First Street

Establishment City: Boston **Establishment Zip Code:** 02127

Approximate square footage of the establishment: 15291 **How many abutters does this property have?:** 55

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	Attachment C - Holland Brands SB Outreach Meeting Abutter Notifications.pdf	pdf	63897a23a0fd020008ce2780	12/01/2022
Community Outreach Meeting Documentation	Attachment A - Holland Brands Publication.pdf	pdf	63897c8a522535000839c063	12/01/2022
Community Outreach Meeting Documentation	Attachment B - Notice Filed with the Municipality.pdf	pdf	638a2af452253500083a3578	12/02/2022
Community Outreach Meeting Documentation	HBSB Community Outreach Attestation Form .pdf	pdf	638a2c0c52253500083a3a1f	12/02/2022

Certification of Host Community Agreement	HCA Cert_Holland Brands_EXECUTED.PDF	pdf	638a561ba0fd020008cf0c6b	12/02/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant With Local Zoning.docx.pdf	pdf	638b6776a0fd020008cf7f51	12/03/2022
Community Outreach Meeting Documentation	Holland Brands SB, LLC - Outreach Materials Posted to Prince Lobel Website.pdf	pdf	639c6fffa0fd020008dee2ff	12/16/2022
Community Outreach Meeting Documentation	Holland Brands SB, LLC - Written Approval from Authorized Representative.pdf	pdf	63a1d9f3a0fd020008e2c723	12/20/2022
Community Outreach Meeting Documentation	HBSB Number of Attendees to Virtual Outreach Meeting - December 1st, 2022 (1).pdf	pdf	63a3028452253500084f8194	12/21/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	SBANP letter to Holland Brands SB 12.12.22.pdf	pdf	6398a58352253500084685a8	12/13/2022
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionate Impact.docx (2).pdf	pdf	639c91cea0fd020008df2612	12/16/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
 First Name: Timothy Last Name: Caraboolad Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
 First Name: Geoffrey Last Name: Caraboolad Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	HBSB_Certificate of Organization.pdf	pdf	62eaa900b027db00094d3312	08/03/2022

Department of Revenue - Certificate of Good standing	Holland Brands SB.pdf	pdf	6384c406a0fd020008c74e65	11/28/2022
DUA attestation if no employees	Unemployment Attestation.pdf	pdf	638a3464a0fd020008cebf74	12/02/2022
Secretary of Commonwealth - Certificate of Good Standing	12092022131021-0001.pdf	pdf	6393820b52253500084305bb	12/09/2022
Bylaws	Operating Agreement Holland Brands SB, LLC.pdf	pdf	63a1e77552253500084e7c07	12/20/2022

No documents uploaded

Massachusetts Business Identification Number: 001385468

Doing-Business-As Name: Native Sun

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance (1).docx.pdf	pdf	6384c7a0522535000832e4ba	11/28/2022
Proposed Timeline	Proposed Timeline.docx.pdf	pdf	638b837052253500083b2be2	12/03/2022
Business Plan	Attestation of Individuals listed in Business Plan who do not Have Direct or Indirect Control.pdf	pdf	63a1ddf3a0fd020008e2d244	12/20/2022
Business Plan	12.16.2022 HBSB Business Plan.docx (2).pdf	pdf	63a30b0fa0fd020008e3ea1d	12/21/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Procedures.docx.pdf	pdf	6384e0be5225350008335046	11/28/2022
Inventory procedures	Inventory Procedures.docx.pdf	pdf	6384e0ef52253500083350fd	11/28/2022
Maintaining of financial records	Maintaining of Financial Records.docx.pdf	pdf	6384e109a0fd020008c7bd11	11/28/2022
Personnel policies including background checks	Personnel Policies.docx.pdf	pdf	6384e123a0fd020008c7bdae	11/28/2022
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana and Marijuana Products.docx.pdf	pdf	6384e1a152253500083354ce	11/28/2022
Restricting Access to age 21 and older	Plan for Restricting Access to 21+.docx.pdf	pdf	6384e1d25225350008335543	11/28/2022
Separating recreational from medical operations, if applicable	Plan for Separating Medical and Adult Use Operations.docx.pdf	pdf	6384e1d6a0fd020008c7bffd	11/28/2022
Prevention of diversion	Prevention of Diversion.docx.pdf	pdf	6384e224522535000833568c	11/28/2022
Qualifications and training	Qualifications and Training.docx.pdf	pdf	6384e23e52253500083356e8	11/28/2022
Quality control and testing	Quality Control and Testing.docx.pdf	pdf	6384e25ea0fd020008c7c1e4	11/28/2022

Record Keeping procedures	Recordkeeping Procedures.docx.pdf	pdf	6384e271a0fd020008c7c25f	11/28/2022
Security plan	Security Plan.docx.pdf	pdf	6384e28752253500083357f1	11/28/2022
Storage of marijuana	Storage of Marijuana.docx.pdf	pdf	6384e2b4522535000833584e	11/28/2022
Transportation of marijuana	Transportation of Marijuana.docx.pdf	pdf	6384e2bba0fd020008c7c3af	11/28/2022
Diversity plan	Diversity Plan.docx.pdf	pdf	639c933da0fd020008df2e1b	12/16/2022
Energy Compliance Plan	Energy Compliance Plan .docx.pdf	pdf	639c939e52253500084acff0	12/16/2022

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 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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM Monday To: 9:00 PM

Tuesday From: 9:00 AM Tuesday To: 9:00 PM

Wednesday From: 9:00 AM Wednesday To: 9:00 PM

Thursday From: 9:00 AM Thursday To: 9:00 PM

Friday From: 9:00 AM Friday To: 9:00 PM

Saturday From: 9:00 AM Saturday To: 9:00 PM

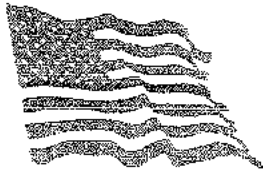
Sunday From: 10:00 AM Sunday To: 7:00 PM

Attachment C

Notice Mailed to Abutters

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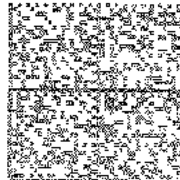
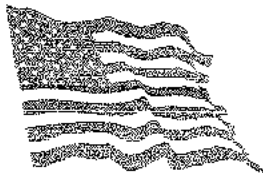
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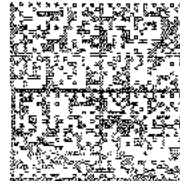
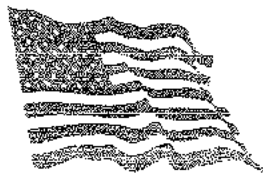
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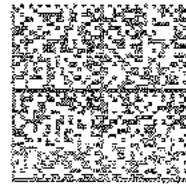
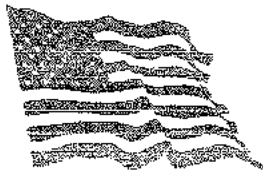
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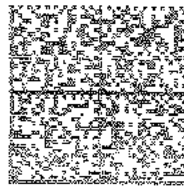
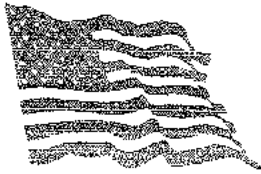
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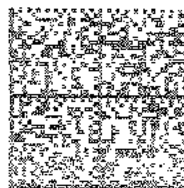
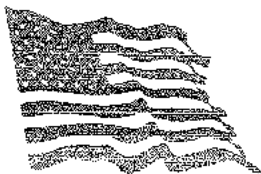
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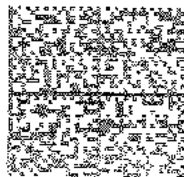
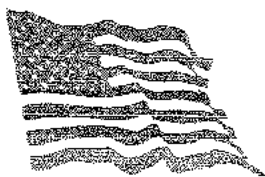
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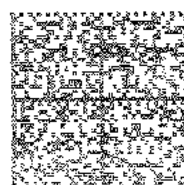
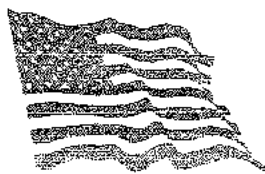
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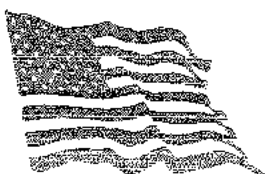
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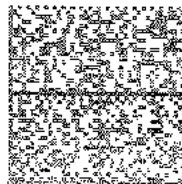
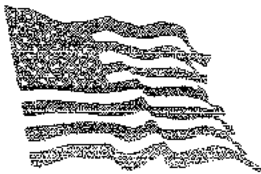
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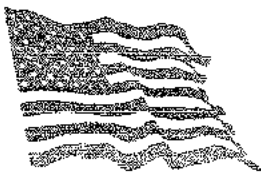
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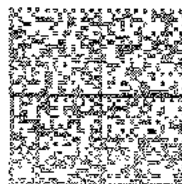
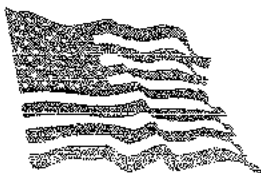
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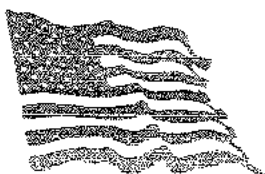
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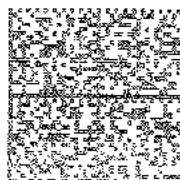
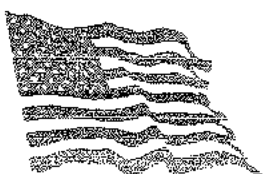
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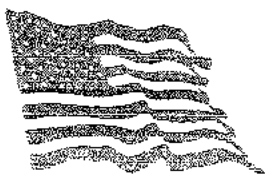
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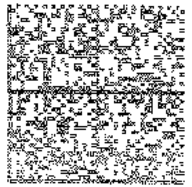
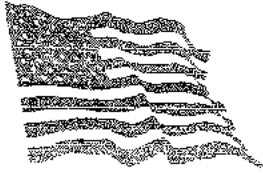
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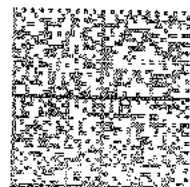
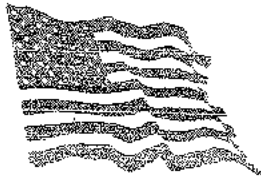
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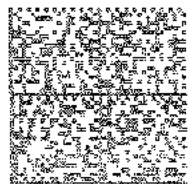
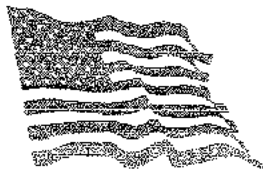
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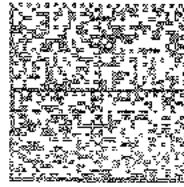
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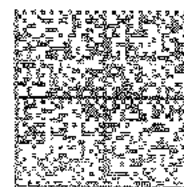
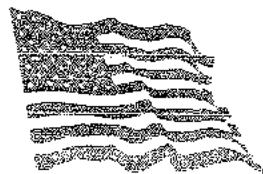
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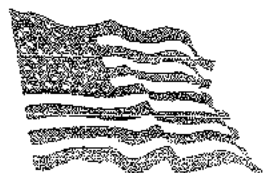
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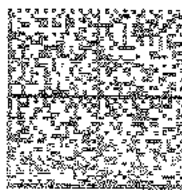
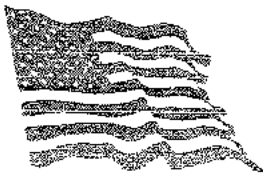
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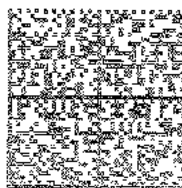
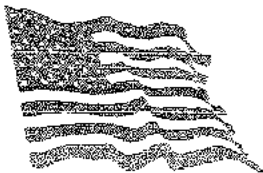
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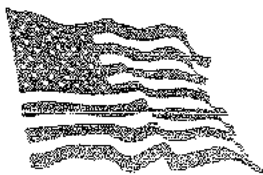
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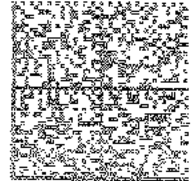
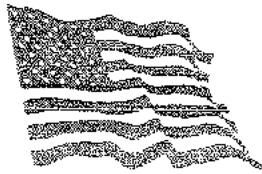
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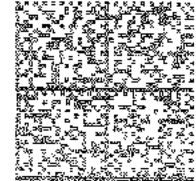
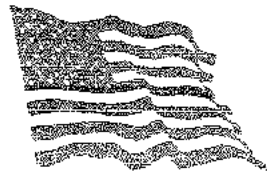
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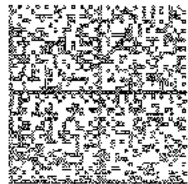
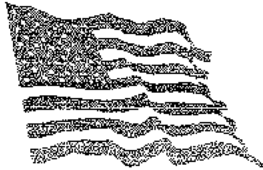
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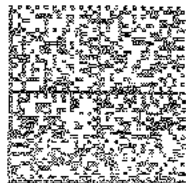
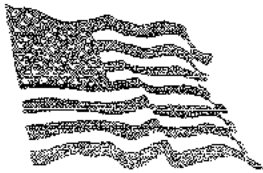
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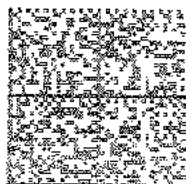
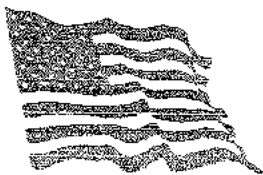
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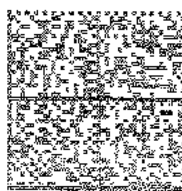
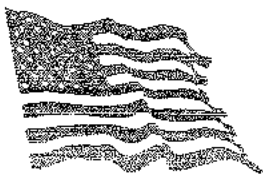
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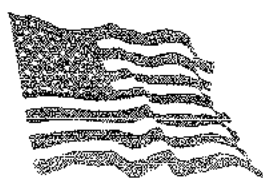
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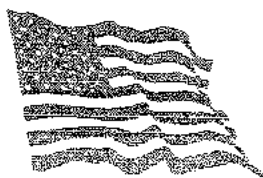
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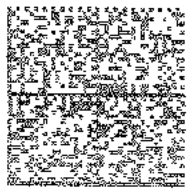
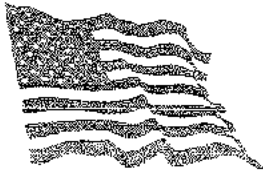
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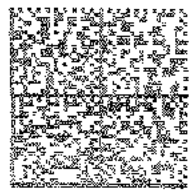
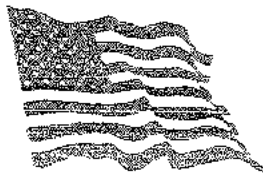
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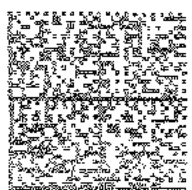
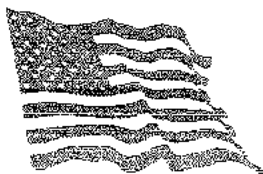
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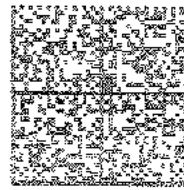
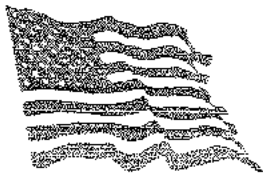
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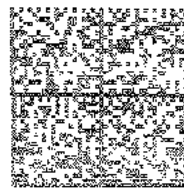
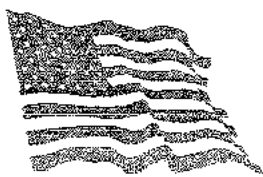
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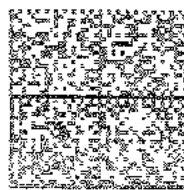
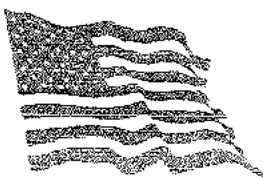
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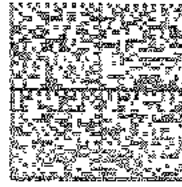
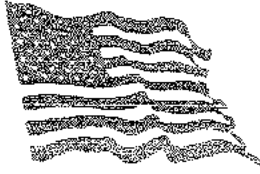
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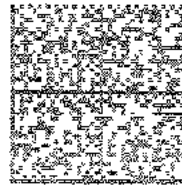
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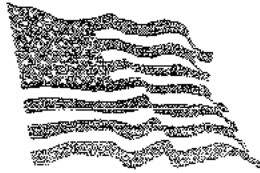
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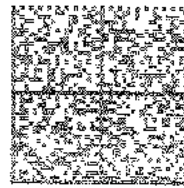
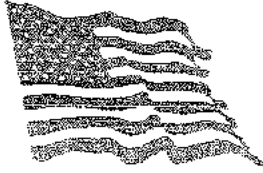
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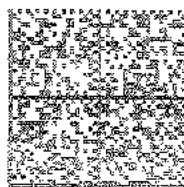
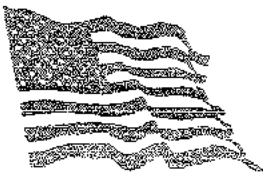
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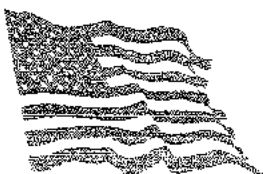
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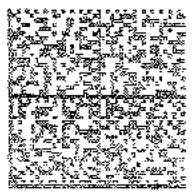
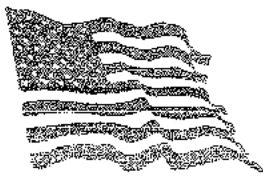
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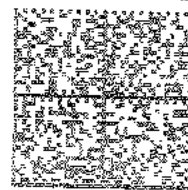
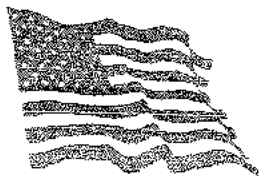
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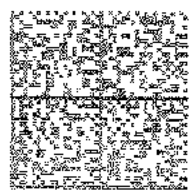
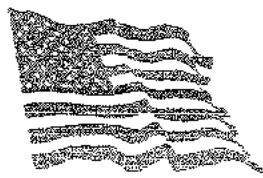
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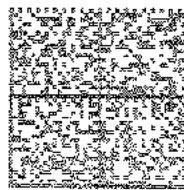
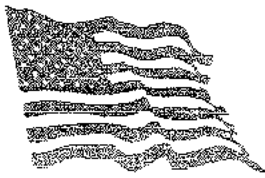
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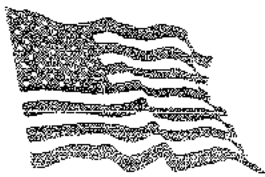
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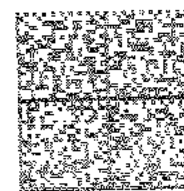
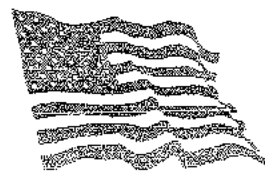
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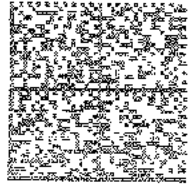
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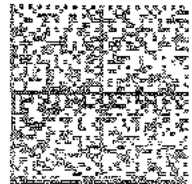
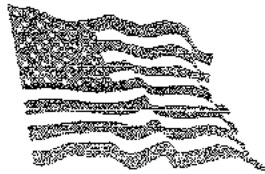
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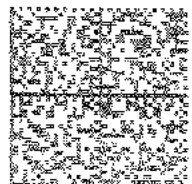
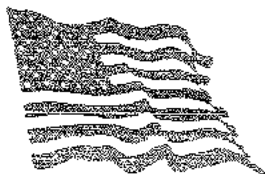
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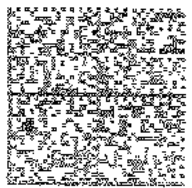
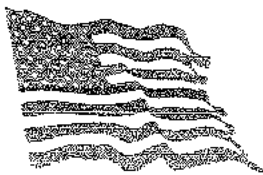
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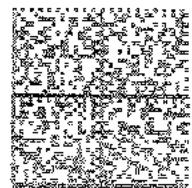
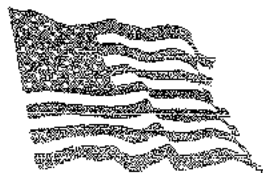
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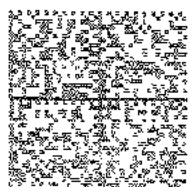
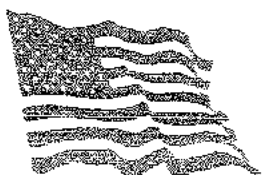
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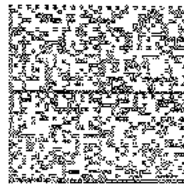
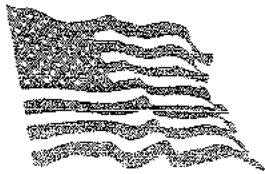
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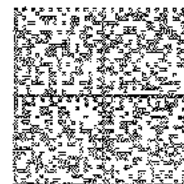
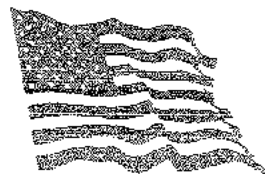
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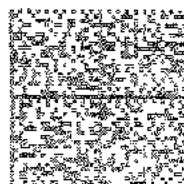
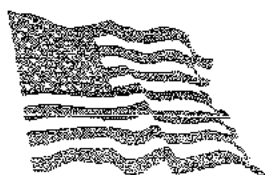
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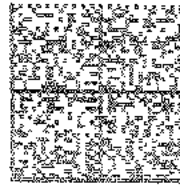
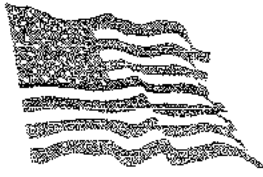
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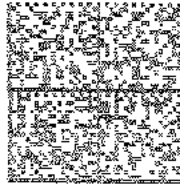
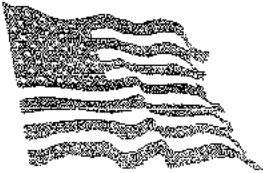
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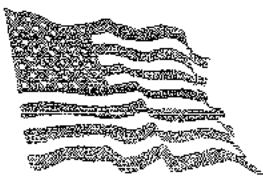
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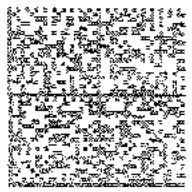
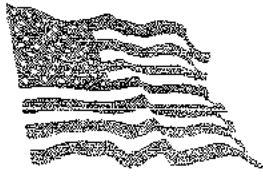
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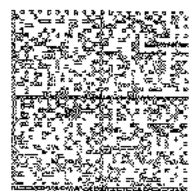
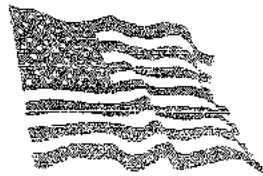
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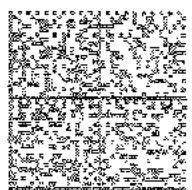
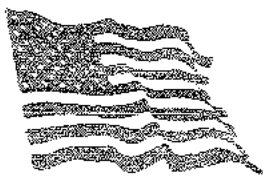
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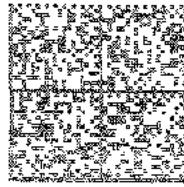
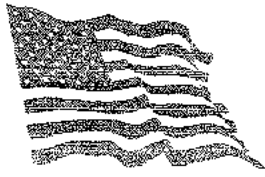
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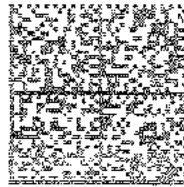
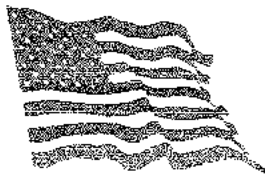
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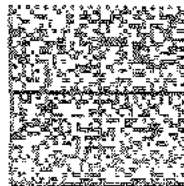
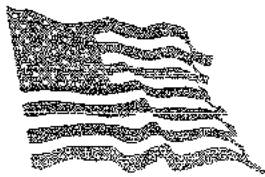
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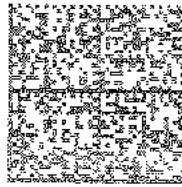
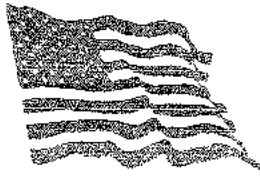
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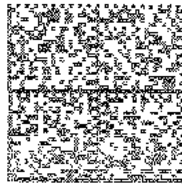
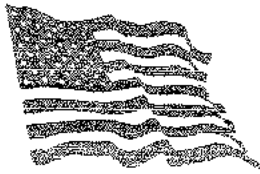
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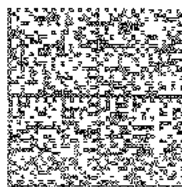
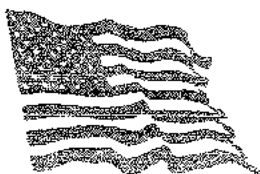
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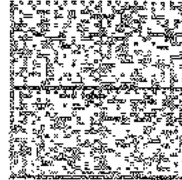
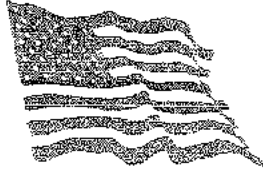
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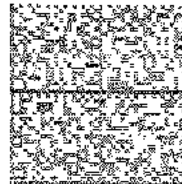
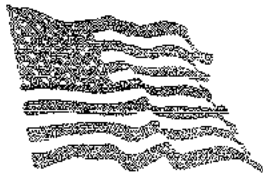
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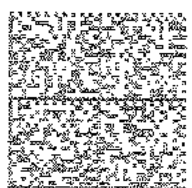
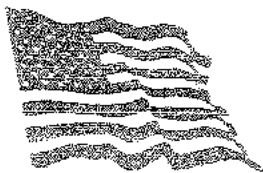
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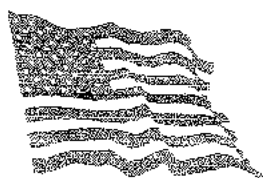
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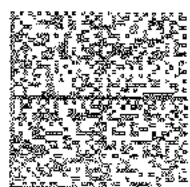
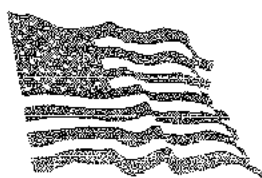
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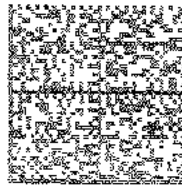
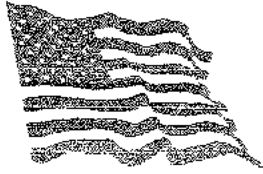
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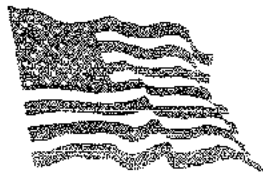
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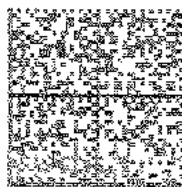
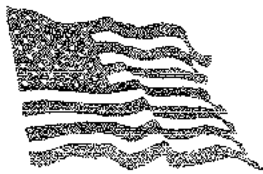
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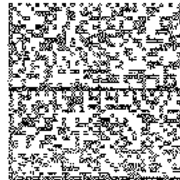
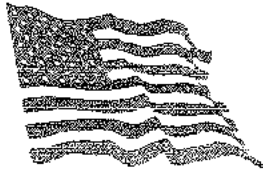
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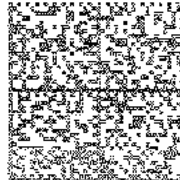
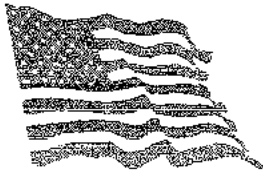
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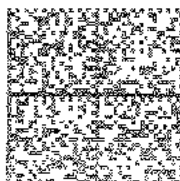
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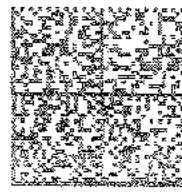
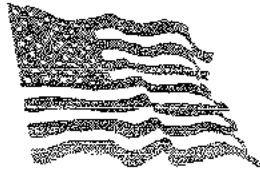
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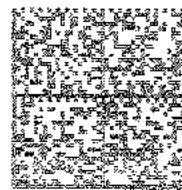
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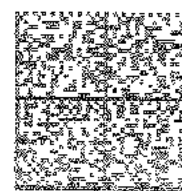
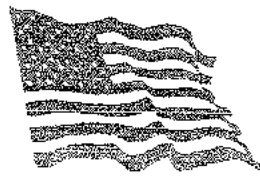
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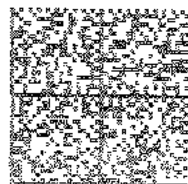
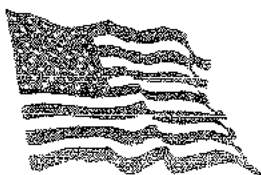
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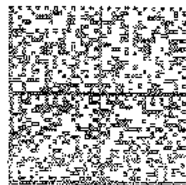
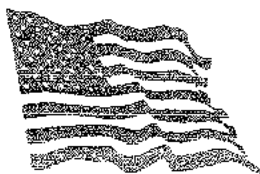
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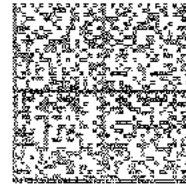
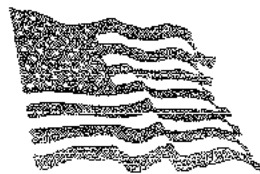
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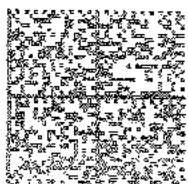
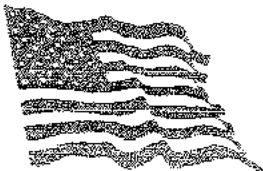
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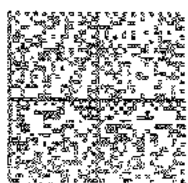
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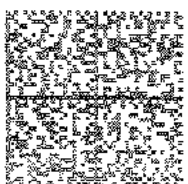
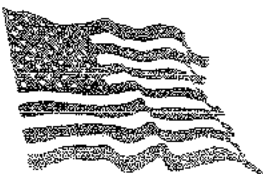
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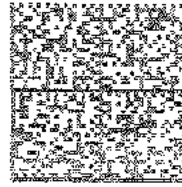
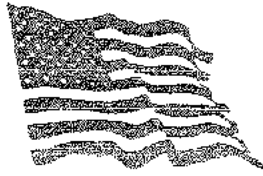
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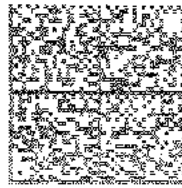
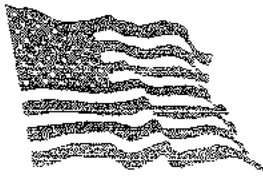
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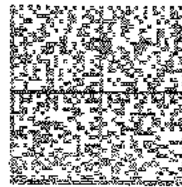
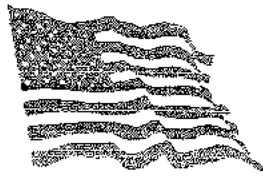
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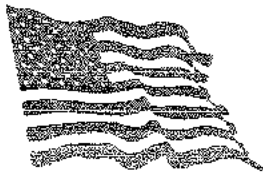
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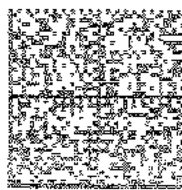
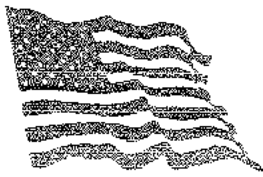
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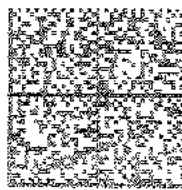
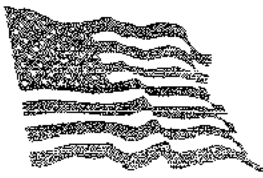
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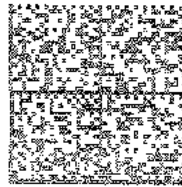
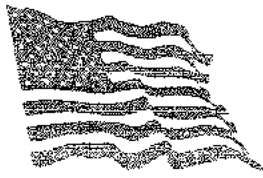
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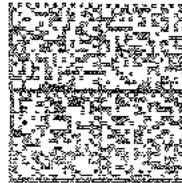
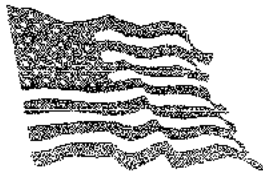
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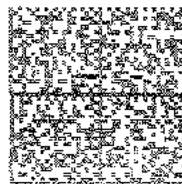
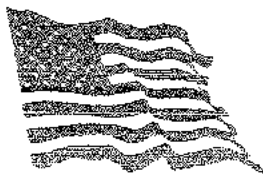
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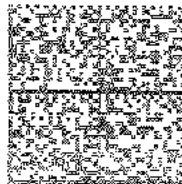
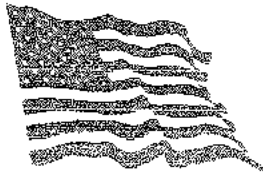
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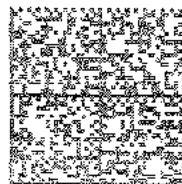
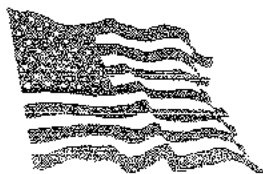
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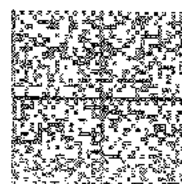
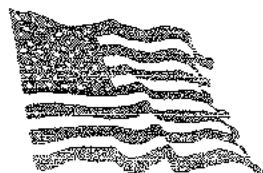
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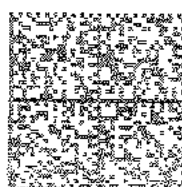
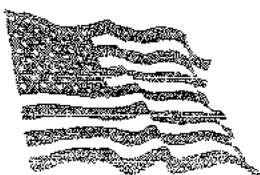
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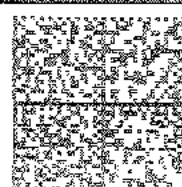
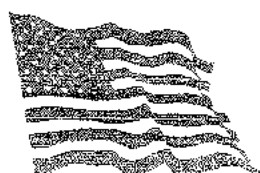
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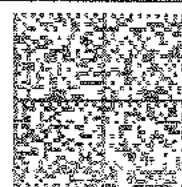
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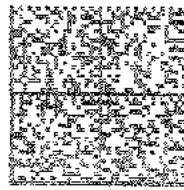
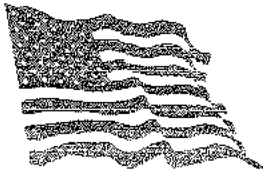
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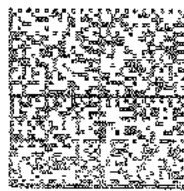
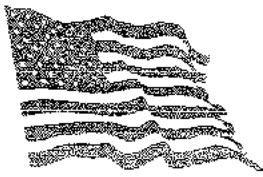
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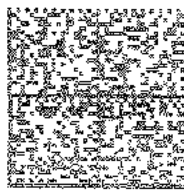
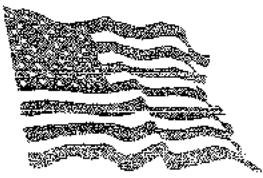
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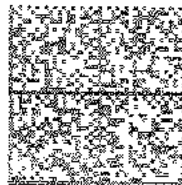
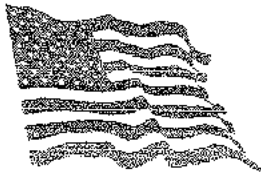
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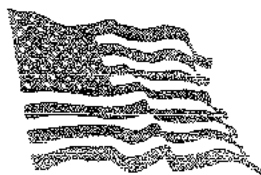
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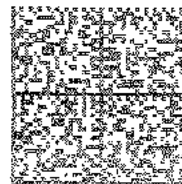
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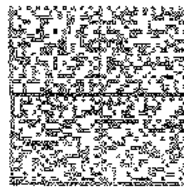
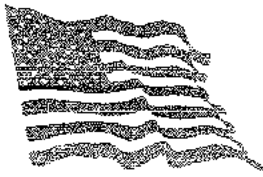
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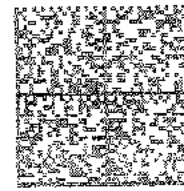
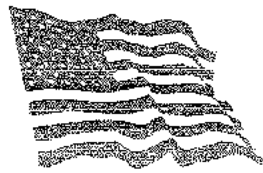
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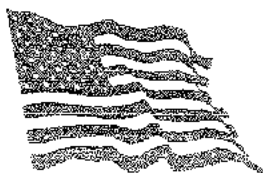
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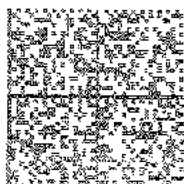
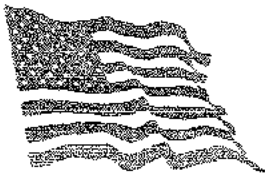
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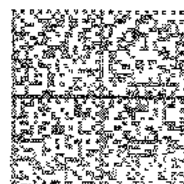
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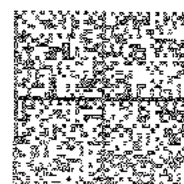
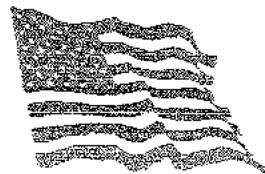
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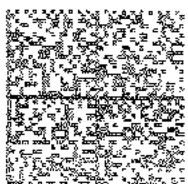
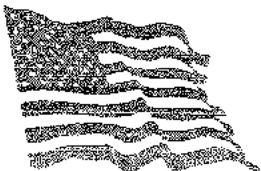
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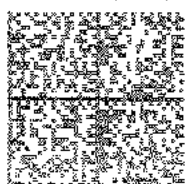
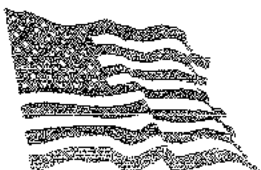
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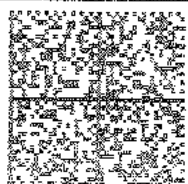
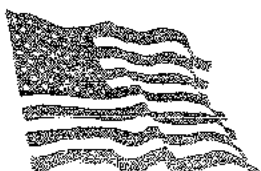
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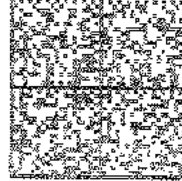
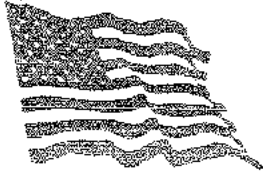
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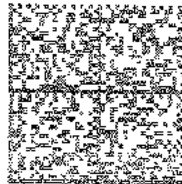
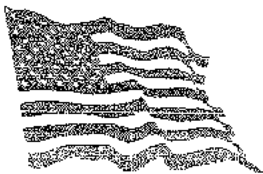
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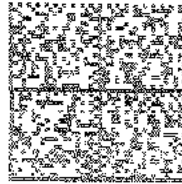
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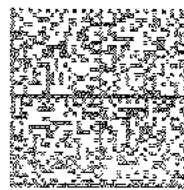
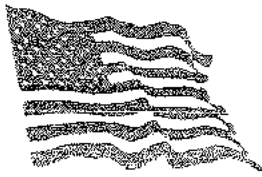
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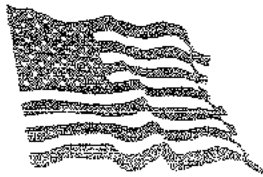
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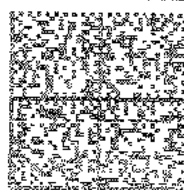
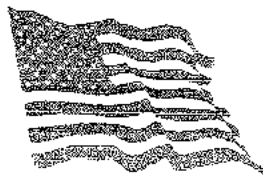
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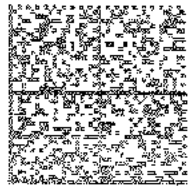
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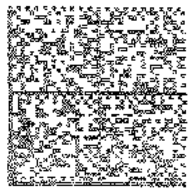
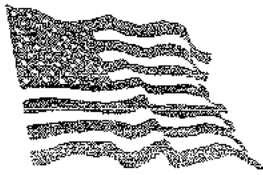
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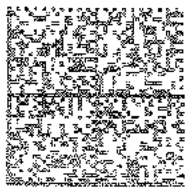
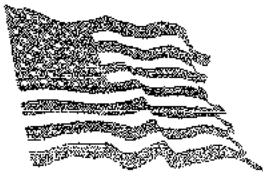
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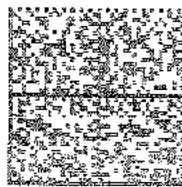
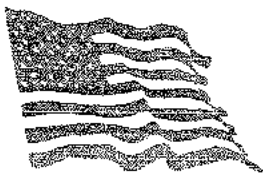
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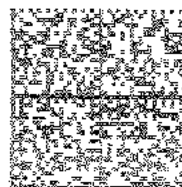
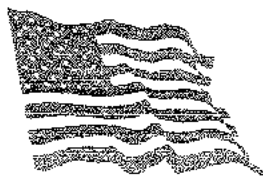
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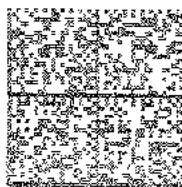
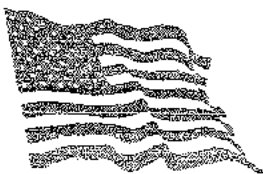
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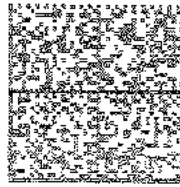
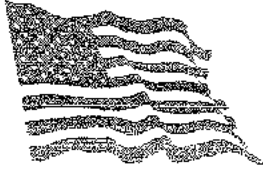
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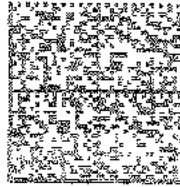
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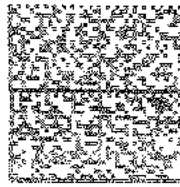
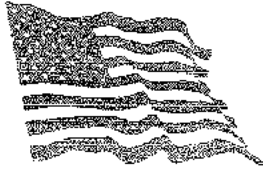
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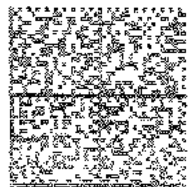
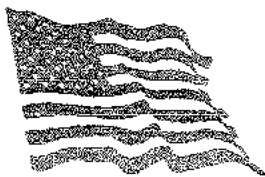
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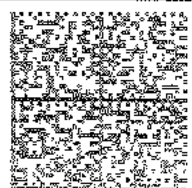
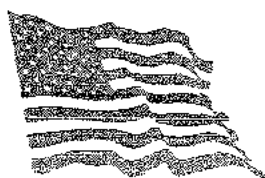
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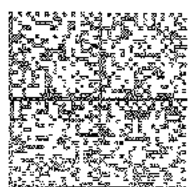
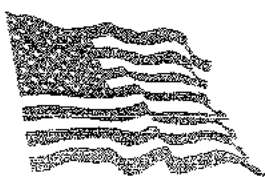
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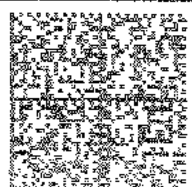
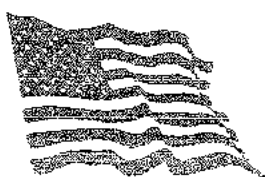
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Attachment A

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NY0065225

External Order #:
2402688

Order Status:
Submitted

Classification:
Legal Notices

Package:
Legals MA Internal Use Only

Final Cost:
445.45

Payment Type:
Account Billed

User ID:
W0014090

Username:
1280713

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PRINCE LOBEL TYE LLP MA Legals
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BOSTON, MA 02110
617-456-8123
blima@princelobel.com
PRINCE LOBEL TYE LLP

TRANSACTION REPORT

Date
November 15, 2022 11:09:59 AM EST

Amount:
445.45

SCHEDULE FOR AD NUMBER NY00652250

November 17, 2022
Boston Herald Legals

PREVIEW FOR AD NUMBER NY00652250

**LEGAL NOTICE OF COMMUNITY OUT-REACH MEETING
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY HOLLAND BRANDS SB, LLC**

Notice is hereby given that a virtual community outreach meeting for **HOLLAND BRANDS SB, LLC** ("Holland Brands"), is scheduled for Thursday, December 1, 2022, at 6 pm, online at <https://princelobel.zoom.us/j/87032024288>, Webinar ID: 870 3202 4288 or by telephone by calling (646) 558 - 8656, Webinar ID: 870 3202 4288#. The proposed Marijuana Retailer is anticipated to be located at 538 E. First Street, South Boston, MA 02127 (the "Property"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from the representatives of Holland Brands.

Questions may be submitted in advance to hbsb538550@gmail.com. All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on Prince Lobel's website, <https://princelobel.com/>.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City of Boston Clerk's Office. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three-hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is in another city or town.

#NY0065225

November 17

[<< Click here to print a printer friendly version >>](#)

Attachment B

Notice Filed with Municipality

RECEIVED
By City Clerk at 10:50 am, Nov 15, 2022

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY HOLLAND
BRANDS SB, LLC**

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Questions may be submitted in advance to **gsc@metriccorp.com**. All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on Prince Lobel’s website, <https://princelobel.com/>.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission’s Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

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REVISED

12:40 pm, Nov 16, 2022

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY HOLLAND
BRANDS SB, LLC**

Notice is hereby given that a virtual community outreach meeting for **HOLLAND BRANDS SB, LLC** (“Holland Brands”), is scheduled for **Thursday, December 1, 2022, at 6 pm, online at <https://princelobel.zoom.us/j/87032024288>, Webinar ID: 870 3202 4288** or by telephone by calling **(646) 558 – 8656, Webinar ID: 870 3202 4288#**. The proposed Marijuana Retailer is anticipated to be located at **538 E. First Street, South Boston, MA 02127** (the “Property”). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from the representatives of Holland Brands.

Questions may be submitted in advance to **hbsb538550@gmail.com**. All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on Prince Lobel’s website, <https://princelobel.com/>.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission’s Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City of Boston Clerk’s Office. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three-hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is in another city or town.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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



Name of applicant:

Holland Brands SB, LLC

Name of applicant's authorized representative:

Geoffrey Caraboolad

Signature of applicant's authorized representative:



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Holland Brands SB, LLC

2. Name of applicant’s authorized representative:

Geoffrey Caraboolad

president / manager

3. Signature of applicant’s authorized representative:



4. Name of municipality:

City of Boston

5. Name of municipality’s contracting authority or authorized representative:

Robert Arcangeli



6. Signature of municipality's contracting authority or authorized representative:

Robert Arcangeli

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

robert.arcangeli@boston.gov

8. Host community agreement execution date:

April 20, 2021



PLAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS - HOLLAND BRANDS SB, LLC

Holland Brands SB, LLC (“Holland Brands”) will remain compliant at all times with the city of Boston's bylaws and regulations that apply to Holland Brands’ Marijuana Establishment.

In accordance with Boston’s Zoning, Holland Brands’ proposed Marijuana Establishment is located in the South Boston Industrial/Commercial Zoning District designated for Retail Uses as a Cannabis Establishment. The proposed establishment is located at 538-550 East First Street, Boston, MA.

In compliance with 935 CMR 500.110(3) as well as The Boston Zoning Code Article 68, the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Holland Brands is also fully compliant with The Boston Zoning Code Article 68 which specifically states that “any cannabis establishment shall be sited at least one- half mile or 2,640 feet from another existing cannabis establishment.” providing a buffer zone between Marijuana Establishments.

As required by Boston’s Zoning Code, Chapter 665 of the Acts of 1956 as Amended, Holland Brands has applied for a Special Permit and/or Site Plan Approval, as applicable, from the Boston Zoning Board of Appeal, approval of which has been granted by Suffolk Superior Court Docket Number 2184CV01793 as entered on July 28, 2022. The Special Permit will terminate two years upon the date of approval, only if substantial construction and/or occupancy has failed to occur.

Holland Brands will apply for a Building Permit and a Certificate of Occupancy from the Boston Inspectional Services Department (ISD). The Inspectional Services Department (ISD) will not issue a Certificate of Occupancy without input from the Boston Fire Department (BFD). An owner or developer must provide information related to the safety and fire protection of a business before it can be occupied. Holland Brands will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Holland Brands’ proposed location.

Holland Brands South Boston, LLC shall submit a City of Boston Cannabis Establishment Application and will renew this license prior to December 31st annually. Prior to the issuance of the physical Holland Brands must submit the following to the Boston Cannabis Board:

- Security and Operations Plan;
- Certificate of Occupancy issued by the Inspectional Services Department including the maximum capacity;
- Fire Assembly Permit issued by the Boston Fire Department if the capacity of the Licensed Premise is fifty (50) or greater;
- Completed Wage Theft Certification Form;
- Proof of insurance; and
- Payment of the prorated annual fee based on the date of opening.

Holland Brands shall file a business registration with the Office of the City Clerk, as required by MGL Chapter 110, Section 5 after getting final approval for a Marijuana Establishment license from the Cannabis Control Commission.

PLAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS - HOLLAND BRANDS SB, LLC

In accordance with BCB Rules and Regulations 2.02: Annual Fee: Each Licensee shall pay an annual fee in the amount equal to that of the annual fee for a Retail Package Store All-Alcoholic Beverages License.

Holland Brands has attended several meetings with various municipal officials and boards to discuss Holland Brands' plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with The City of Boston with written agreement from Robert Arcangeli, that has gone into effect as of April 20th, 2020. A Community Outreach meeting was held on December 1st, 2022 where the public was invited to attend and ask any questions they had regarding Holland Brands SB, LLC. The meeting was posted in the Boston Herald on November 17th, 2022, all abutters were mailed notifications regarding the Outreach Meeting on November 17th, 2022 and notice to the city of Boston was received on November 15th, 2022.

Holland Brands will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Holland Brands' Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

On November 28th, 2022, Prince Lobel posted on their webpage the meeting materials of the Virtual Outreach Meeting that was held on December 1st, 2022. This website is publicly accessible, the link to this page can be seen on [Prince Lobel's webpage](#)



Attorneys Prac

NEWS

THE HOLLAND BRANDS COMMUNITY MEETING IS DEC. 1 AT 6:00 P.M.

November 28, 2022

Share [f](#) [in](#) [t](#)

The Holland Brands Community Meeting is Dec. 1 at 6:00 p.m. You can view the presentation [here](#).

Comments are closed.

SIGN UP FOR UPDATES

We publish client alerts regularly on a variety of business topics of interest to our clients. Please let us know if you'd like to be notified of our latest news.

SUBSCRIBE

Rush, Bennett

From: Jasmin Winn <jasmin.winn@boston.gov>
Sent: Tuesday, November 15, 2022 10:44 AM
To: White, Chayla
Cc: Hawkins, Lesley D; Anna White; John Romano; Conor Newman; Ross, Michael P.; Cannabis Board
Subject: Re: Holland Brands - Community Impact Meeting (538 East First Street)

Hello All

This email serves as confirmation that the requester may conduct the community impact meeting virtually.

Please let me know if there are any additional questions

Best
Jasmin

On Tue, Nov 15, 2022 at 10:43 AM White, Chayla <cwhite@princelobel.com> wrote:

Good morning,

I hope all is well! Our office represents Holland Brands which was approved for a retail cannabis dispensary license to be located at 538 East First Street in South Boston. As the date of our initial Community Impact Meeting is longer than one year ago, we must hold a second Community Impact Meeting in accordance with Cannabis Control Commission (the "CCC") requirements to submit our application to the CCC. Our office will facilitate but we do need permission to host the meeting virtually. Please accept this email as a request to allow us to conduct this meeting virtually. We are hoping to hold the meeting on December 1st and will provide a copy of the notice.

I am happy to discuss at your convenience if you have any questions. My cell is (617) 908-4289.

Many thanks,

Chayla

From: Jasmin Winn <jasmin.winn@boston.gov>
Sent: Friday, October 28, 2022 3:14 PM
To: Hawkins, Lesley D <lhawkins@princelobel.com>
Cc: Anna White <anna.white@boston.gov>; John Romano <john.romano@boston.gov>; White, Chayla <cwhite@princelobel.com>; Conor Newman <conor.newman@boston.gov>
Subject: Re: Holland Brands - Community Impact Meeting (538 East First Street)

Hello All

This email serves as confirmation that the requester may conduct the community impact meeting virtually.

Please let me know if there are any additional questions

Best

The Number of Attendees at the Virtual Outreach Meeting regarding Holland Brands SB, LLC, a proposed adult-use Marijuana Establishment located at 538-550 East First Street, Boston, MA 02127:

Attendees at 3 minutes and 3 seconds of the meeting, there were **28** Attendees present

Attendees at 19 minutes 41 seconds of the meeting, there were **31** Attendees present

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Holland Brands SB, LLC (“Holland Brands”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Holland Brands has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact

Goals

In order for Holland Brands to positively impact Neighborhoods of Boston that have been disproportionately impacted by the war on drugs, Holland Brands has established the following goals:

1. Employ at least 75% of its workforce from Boston, specifically targeting neighborhoods disproportionately impacted as defined by the CCC encouraging qualified candidates to apply for any open positions within the organization
 - a. In the City of Boston, census tracts 803, 10103, 10104, 10300, 10404, 10405, 60700, 61000, 61101, 70200, 71201, 80300, 80401, 80500, 80601, 80801, 81500, 81700, 81800, 81900, 82000, 82100, 90100, 90200, 90300, 90400, 90600, 91200, 91400, 91700, 91800, 91900, 92000, 92300, 92400, 100100, 100200, 100601, 101001, 101101, 101102, 110201, 120500, 980101, 980300, 981100, 981700, and 981800 of Suffolk County will be targeted for hiring efforts which are considered areas of disproportionate impact
2. Holland Brands intends to make charitable contributions of \$1,000 per month, totaling \$12,000 annually, to South Boston Neighborhood House, a community based non-profit in South Boston whose mission is to support family and neighborhood life in South Boston. Their services include Early Education and Care Preschool, School Age, Education and Career Development Programs, Senior Programs and Family Engagement.

Programs

Holland Brands has developed specific programs to effectuate its stated goals to positively impact the city of Boston. Such programs will include the following:

1. Conduct Quarterly job fairs for Boston Residents, prioritizing residents of our home in South Boston and neighborhoods disproportionately affected by the War on Drugs.

2. Marketing for job openings will be targeted in these neighborhoods, and through Minorities for Medical Marijuana, Get Konnected!, Honest Jobs, Employ Diversity, CultivatED
3. Holland Brands SB, LLC will canvas specific areas of the City of Boston, particularly in census tracts 803, 10103, 10104, 10300, 10404, 10405, 60700, 61000, 61101, 70200, 71201, 80300, 80401, 80500, 80601, 80801, 81500, 81700, 81800, 81900, 82000, 82100, 90100, 90200, 90300, 90400, 90600, 91200, 91400, 91700, 91800, 91900, 92000, 92300, 92400, 100100, 100200, 100601, 101001, 101101, 101102, 110201, 120500, 980101, 980300, 981100, 981700, and 981800 of Suffolk County to attract and encourage candidates from these areas to apply for open positions.
4. Make charitable contributions of \$1,000 monthly, totaling \$12,000 annually, to South Boston Neighborhood House.

Measurements

Holland Brands Management will administer the Plan and will be responsible for developing measurable outcomes to ensure Holland Brands continues to meet its commitments. Such measurable outcomes, in accordance with Holland Brands' goals and programs described above, include:

- Maintain records of current employees of Holland Brands SB, LLC to ensure that the goals are being met as stated in the Plan for Positive Impact.
- Surveying the job fair attendants to ensure that the advertising and outreach is successfully targeting applicants from Disproportionately Impacted Neighborhoods in Boston.
- The Finance Manager will record payments to South Boston Neighborhood House and Holland Brands will keep letters of support from South Boston Neighborhood House, stating that they accept the donations provided by Holland Brands SB, LLC.

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

Acknowledgements

- Holland Brands acknowledges, is aware and will adhere to, the requirements set forth in 935 CMR 500.105 (4) Which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of every Marijuana Establishment.
- Moreover, none of the above actions or programs will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.
- Holland Brands acknowledges that each year upon the process of renewal, the progress of this plan will be reviewed



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: 001385468

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

2a. Location of its principal office:

No. and Street: 55 HENSHAW STREET
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

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

No. and Street: 55 HENSHAW STREET
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

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

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: TIM HALE CARABOOLAD
 No. and Street: 55 HENSHAW STREET
 City or Town: BRIGHTON State: MA Zip: 02135 Country: USA

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

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

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

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

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

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

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

9. Additional matters:

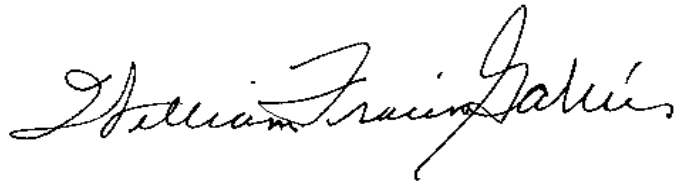
SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of June, 2019,
TIM HALE CARABOOLAD

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

THE COMMONWEALTH OF MASSACHUSETTS

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

June 06, 2019 04:18 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HOLLAND BRANDS SB, LLC
55 HENSHAW ST
BRIGHTON MA 02135-2928

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HOLLAND BRANDS SB, 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?

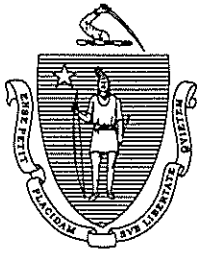
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

December 2, 2022

TO WHOM IT MAY CONCERN:

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

HOLLAND BRANDS SB, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 6, 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:
GEOFFREY CARABOOLAD

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

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



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

William Francis Galvin
Secretary of the Commonwealth

OPERATING AGREEMENT
OF
HOLLAND BRANDS SB, LLC
a Massachusetts limited liability company

THIS OPERATING AGREEMENT (as amended, modified, supplemented and/or restated from time to time, the “**Operating Agreement**”) dated as of June 6, 2019 to be effective as of the date on which the Company's existence as a limited liability company begins, as prescribed by the Massachusetts Limited Liability Company Act (as amended, modified, supplemented or restated from time to time, or any successor statute, the “**Act**”) and the Company’s Certificate of Organization filed under Section 12 of the Act for the purpose of forming the Company (the “**Certificate of Organization**”), is by and among Geoffrey Caraboolad (the “**Manager**”), and the undersigned members (together with any successor members, collectively, the “**Members**” and individually, a “**Member**”) of **HOLLAND BRANDS SB, LLCC** (the “**Company**”), a limited liability company formed pursuant to and in accordance with the Act. The undersigned hereby adopt this Operating Agreement of the Company as follows:

1. Name, Purpose and Powers. The name of the limited liability company is **HOLLAND BRANDS SB, LLC**. The purpose of the Company is (i) to acquire by purchase, lease or otherwise, operate, develop, own, improve, lease, manage, invest and dispose of real estate or appurtenances related thereto located at 55 Henshaw Street, Boston, MA 02135 (each parcel of real estate, individually a “**Property**”), (ii) to finance and refinance any Property, (iii) to own, open, operate, monetize and/or dispose of a cannabis dispensary at the Property (“**Premises**”); (iv) to engage in any business permitted under the Act. Subject to the terms hereof and to applicable law, the Company is authorized to perform all acts necessary, convenient or incidental to the effectuation of its purposes.

2. Agent and Offices. The business address of the Company shall be as the Manager may establish at any time and from time to time. Initially, the business address shall be 55 Henshaw Street, Brighton, MA 02135. The Company shall maintain at its principal office the documents required so to be maintained by Section 5 of the Act. The Company may maintain such additional offices at such other places as the Manager may hereafter determine. The Company’s resident agent and resident office in the Commonwealth of Massachusetts is Geoffrey Caraboolad, 55 Henshaw Street, Brighton, MA 02135. The Manager may change the Company’s resident agent or resident office at any time in accordance with the Act.

3. Tax Treatment. It is the intent of the Members that the Company always be operated in a manner that is consistent with its treatment as a “partnership” for federal and state tax purposes, but that the Company shall never be operated or treated as a “partnership” for purposes of Section 303 of the Federal Bankruptcy Code.

4. Ownership. Each Member owns an undivided interest (“**Percentage Interest**”) in the Company as set forth on Exhibit A. Upon both (i) the Company entering into a Host Community Agreement for the Premises, and (2) the Company receiving its Special Permits for

the Premises, Timothy Caraboolad & Geoffrey Caraboolad may undertake sell their ownership interest of the Company up to a collective 49% in equal shares unless mutually agreed upon to a third-party in a bona fide arms length transaction. Upon receiving an offer for the same and if mutually agreed to unequal sale of shares condition exists, then either Member will provide first to the other Member and second to the Company affiliate Native Sun Wellness a 30 day right of first refusal to purchase the ownership interest on the same terms and conditions offered to such third-party. In no event shall Geoffrey Caraboolad and Timothy Caraboolad collectively hold less than 51 percent interest in the Company unless unanimously approved by the Members.

5. Management of the Company. The management of the Company's business shall in every respect be the full and complete responsibility of the Manager. The Members hereby agree that the Manager of the Company is Geoffrey Caraboolad. The Manager may not be changed without the unanimous approval of both Members. The Manager shall devote to the management of the Company's business so much time as is reasonably necessary to the efficient operation of the Company's business.

6. Capital Contributions. The Members have made initial capital contributions to the Company in the amounts set forth on Exhibit A and the Members are not required to make any additional capital contributions to the Company.

7. Limitation on Liability and Third Party Rights. Notwithstanding anything herein to the contrary, and except as specifically required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as an officer. Nothing contained in this Operating Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company shall be entitled to require any member to solicit or demand capital contributions from any other Member or to enforce the terms and conditions of this Operating Agreement against any Member.

8. Capital Account.

8.1 General Maintenance. The Company will establish and maintain a capital account for each Member. Each Member's capital account will be:

(a) increased by (i) the amount of any money such Member contributes to the Company's capital (but not including any loans from such Member to the Company), (ii) the fair market value of any property such Member contributes to the Company's capital, net of any liabilities the Company assumes or to which the property is subject, and (iii) such Member's share of profits and any separately stated items of income or gain; and

(b) decreased by (i) the amount of any money the Company distributes to such Member (but not including any loans from the Company to such Member), (ii) the fair market value of any property the Company distributes to such Member, net of any liabilities such Member assumes or to which the property is subject, and (iii) such Member's share of losses and any separately stated items of deduction or loss.

8.2 Adjustments for Distributions in Kind. If at any time the Company distributes property in kind, it will adjust the Members' capital accounts to account for any profit or loss the Company would have realized had it sold the property at fair market value and distributed the sale proceeds.

9. **Distributions.** Distributions from revenues and/or assets of the Company shall be determined for each fiscal year and shall be distributed to the Members pro rata in accordance with their then Percentage Interests at such times as the Manager deems advisable.

10. **intentionally withheld.**

11. **Dissolution.** The Company shall dissolve, and its affairs be wound up, upon the first to occur of the following: (a) the written consent of the Manager; (b) the death, withdrawal, expulsion, bankruptcy or dissolution of the last remaining Member or any other event that terminates the continued membership of the last remaining Member, unless within one hundred twenty (120) days after such event the successor-in-interest of such Member and any assignees of such Member's interest agree in writing to admit at least one member to continue the business of the Company; or (c) the entry of a decree of judicial dissolution under Section 43 of the Act; provided that, upon a dissolution caused by an event described in clause (b) above, the Member or any trustee, receiver, executor, administrator, committee, guardian or conservator of the Member or any successor-in-interest thereof, as applicable, may elect to reconstitute the Company and continue its business by appointing one or more substitute member(s) within 120 days after the event triggering the dissolution. Unless otherwise required by the Act that cannot otherwise be altered by the Members of the Company, no other event shall cause the dissolution of the Company.

12. **Amendments.** This Operating Agreement may be amended at any time or from time to time by unanimous written consent of the Members.

13. **Headings.** Headings and paragraph and section titles are for convenience only and have no significance in the interpretation of this Operating Agreement.

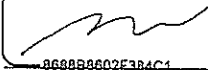
14. **Resolution of Inconsistencies.** If there are inconsistencies between this Operating Agreement and the Certificate of Organization of the Company (including any amendments thereto), the Certificate of Organization will control and this Operating Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies. If there are inconsistencies between this Operating Agreement and the Act, this Operating Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Operating Agreement pertaining to the Company's governance and financial affairs and the rights of the Members upon dissolution will supersede the provisions of the Act relating to the same matters. The provisions of this Operating Agreement and the Certificate of Organization constitute the entire agreement and understanding between the parties hereto in respect of the subject matter hereof and supersede any prior or contemporaneous agreement or understanding between the parties, written or oral, which relates to the subject matter hereof.

15. Governing Law. This Operating Agreement shall be governed by, and construed under, the laws of the Commonwealth of Massachusetts, without regard to the rules of conflict of laws thereof.

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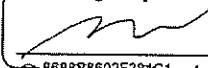
IN WITNESS WHEREOF, the undersigned has duly executed this Operating Agreement as of the day and year first written above.

MANAGER:


DocuSigned by:

8688B8602F3B4C1

Geoffrey Carabolad

MEMBERS:

DocuSigned by:

8688B8602F3B4C1

Geoffrey Carabolad

DocuSigned by:

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Timothy Hale Carabolad

EXHIBIT A

Member, Capital Contributions and Percentage Interests

Members	Capital Contribution	Percentage Interest
Geoffrey Caraboolad	\$ _____	50%
Timothy Hale Caraboolad	\$ _____	50%

Dear Timothy Caraboolad,

I am very pleased to offer you a Service Agreement on behalf of Holland Brands SB, LLC.

The position we are offering is that of part-time President at an annual salary of \$100,000.00. As a contract for services provides, you shall be responsible for your own standard and customary withholdings, for city, state and federal taxes as required by law. Below are the roles and responsibilities of your role, which are subject to change, reassessment and review:

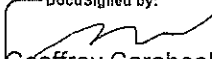
- Activities and tasks assigned from time to time by the company's management.
- Upon both (i) the Company entering into a Host Community Agreement for the Premises, and (ii) the Company receiving its Special Permits for the Premises, Timothy Caraboolad will have lead responsibility for engaging with and soliciting offers from strategic partners and operators on behalf of the Company, and will bring those offers to the Manager for consideration. The Manager will not unreasonably withhold, delay or condition consent to deals sourced by you.

As discussed, this letter will become effective on January 13, 2020, and upon becoming effective, will override any previously entered offer letters or employment agreements between you and the Company.

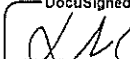
Please note that your contract with Holland Brands SB, LLC will be guaranteed for one (1) year unless terminated by mutual agreement with Geoffrey Bernstein. Thereafter, your services will convert to being "at-will". Services being at will means both you and the company can terminate the relationship at any time for any reason or no reason, as long as the reason is not illegal. In addition, this offer will be withdrawn if any of the above conditions are not satisfied. Unless your agreement is terminated by unanimous consent between Geoff Caraboolad and Geoff Bernstein, you will be entitled to your contracted salary until the earlier of (i) dissolution, (ii) the company sells all or substantially all of its assets, (iii) the sale of up to the total allowed 49% ownership interest in the Company, or (iv) the sale of your ownership interest in the Company. Further, you will not agree in any other employment while employed by the Company. This Service Agreement will be governed by the laws of the Commonwealth of Massachusetts.

By accepting this offer, you confirm that you are able to accept this job and carry out the work that it would involve without breaching any legal restrictions on your activities, such as restrictions imposed by a current or former employer. If you choose to accept this job offer, please sign this letter and return it to us at your earliest convenience. Please note that this offer will expire on January 13, 2020 at 6:00pm ET.

Yours faithfully,

DocuSigned by:

Geoffrey Caraboolad
858882602F384C1...

I hereby accept the position:

DocuSigned by:

6DC08B0F1F8141F...
[Employee]

1/10/2020

Date

PLAN FOR OBTAINING LIABILITY INSURANCE - HOLLAND BRANDS SB, LLC

Summary

In accordance with 935 CMR 500.105(10)(a) Holland Brands SB, LLC (“Holland Brands”) shall obtain and maintain general liability insurance coverage with a qualified insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Holland Brands will consider additional coverage based on availability and cost-benefit analysis.

In accordance with 935 CMR 500.105(10)(b), if adequate coverage is unavailable at a reasonable rate, Holland Brands will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission).

Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Holland Brands will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

The following individuals referenced in the business plan do not qualify as Persons with Direct or Indirect Control (“PDIC”) and do not possess equity stake. These individuals are not able to perform business decisions on behalf of Holland Brands SB, LLC.

Charles Yon - Director of Operations - A cannabis professional with 5 years experience in the Mass medical and adult use markets. Combining his business degree, financial service experience, and a lifelong passion for cannabis, to provide valuable strategic and operational experience.

Matt Gamble - Chief Operating Officer - Cannabis operations professional with a focus on problem solving, data analysis and quality control. Developing the people and systems that make a great cannabis production facility succeed.

Alicia Champagne - Compliance Coordinator - Alicia started in the cannabis industry over 6 years ago as a budtender. As she worked her way up to Assistant Dispensary Manager, she developed an extensive knowledge of the industry and its unique regulations giving her the foundation to become a compliance expert.

Herby Duverne - Security Advisor - Herby is a professional security services executive with over 15 years of progressive experience. Currently, he is the CEO and Principal of Windwalker Group, a premier risk, security and compliance firm.

Colette Phillips - DEI Consultant - Colette is widely recognized for her ability to build bridges and create cross-cultural and inter-racial business, social networks, and connections. Her breadth of experience spans close to three decades.

Fayssal Hussein - Traffic Engineer - Fayssal Hussein is responsible for overseeing the daily operation, business development, and administration of the Transportation Engineering department. He has over 30 years of experience in providing transportation/traffic engineering and construction phase services.



HOLLAND BRANDS SOUTH BOSTON, LLC

BUSINESS PLAN

December 16th, 2022

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Holland Brands South Boston, LLC (“Holland Brands or HBSB”) is a Marijuana Establishment (“ME”) committed to creating a safe and clean community environment providing consistent, high quality cannabis to Consumers who are over the age of 21.

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

1.2 License Types

Holland Brands is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Retailer at 538 East First Street Boston, MA 02127

1.3 What Drives Us

Holland Brands’ goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Holland Brands’ operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

2. COMPANY DESCRIPTION

2.1 Structure

Holland Brands is a Massachusetts limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

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

2.2 Operations

Holland Brands will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Holland Brands will tag and track all marijuana seeds, clones, plants, and marijuana products using the seed-to-sale tracking system, METRC, and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Holland Brands will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Holland Brands will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Holland Brands will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Holland Brands will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

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

Prior to commencing operations, Holland Brands will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Holland Brands. If Holland Brands is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Holland Brands has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

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



2.3 Security

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

Holland Brands' state-of-the-art security system will consist of perimeter window alarms, motion sensors, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Holland Brands' registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Holland Brands will maintain a current list of individuals with access. Holland Brands will have security personnel on-site during business hours.

On-site consumption of marijuana by Holland Brands' employees and visitors will be prohibited.

2.4 Benefits to Host Communities

Holland Brands South Boston, LLC looks forward to working cooperatively with its host community to ensure that Holland Brands operates as a responsible, contributing member of the host community. Holland Brands has established a mutually beneficial relationship with its host community in exchange for permitting Holland Brands South Boston, LLC to site and operate.

Holland Brands' host community stand to benefit in various ways, including but not limited to the following:

1. **Jobs:** A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits:** Holland Brands has agreed to make significant donations to neighborhood organizations.
3. **Access to Quality Product:** Holland Brands will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control:** In addition to the Commission, the Police Department and other municipal departments will have oversight over Holland Brands' security systems and processes.
5. **Responsibility:** Holland Brands is composed of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development:** Holland Brands' operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

3. MARKET RESEARCH

3.1 Customers

Holland Brands target customers include regular and occasional marijuana product patrons who are looking to purchase premium Marijuana products in a clean, safe environment from knowledgeable and courteous sales people.

Holland Brands will only sell marijuana and marijuana products to other licensed Marijuana Establishments and customers ages 21 years and older that provide valid identification.

3.2 Competitors

Holland Brands' competitors include any Marijuana Establishment, vertically integrated and co-located ME/RMD companies planning to cultivate, process, and sell marijuana products in the Commonwealth. While there have been over 425 licenses approved to commence operations by the Commission in Massachusetts, only 13 currently operating retail establishments in Suffolk county, therefore Holland Brands will monitor the competitive landscape as new licenses apply for retail MArijuana Establishment licenses.

3.3 Competitive Advantage

Holland Brands possesses several strengths that separates itself from the competition, competitive advantages over the competition includes:

An ideal location on East First Street in South Boston, a location that is both in close proximity to 1-90 as well as nearby several local transit stops that is convenient for locals who may commute by using public transportation. The location will also have a parking lot that will allow customers to park their cars on location for free.

Holland Brands will have the competitive advantage of being the first retail Marijuana Establishment to operate in the South Boston area and intends to establish a strong relationship with the municipality and the local community that will have a positive impact on the neighborhood.

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

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

Holland Brands will also have a strong team of executives and directors who have an extensive and diverse background in the cannabis industry including construction, retail operations and marketing. This experience will enable Holland Brand South Boston to commence operations at the highest level of excellence.

3.4 Regulations

Holland Brands is a Marijuana Establishment, consistent with the objectives 935 CMR 500.000 Massachusetts Cannabis Control Commissions Adult Use Regulations.

Holland Brands is a Massachusetts domestic limited liability company. Holland Brands will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Holland Brands will apply for all state and local permits and approvals required to build out and operate the facility.

Holland Brands will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules, ordinances and regulations with respect to design, renovation, operations, and security.

4. PRODUCT/SERVICE LINE

Holland Brands will offer a wide array of marijuana products that will provide consistent, reliable results to consumers based upon the concentrations of cannabinoids in each product. The products offered by Holland Brands will only be available to consumers over the age of 21 with a valid ID. Services provided by Holland Brands will be high level customer service where consumers are encouraged to ask questions regarding the products they are looking to purchase. In addition to a one-on-one service counter, there will also be an express counter available for consumers who pre order products through the company's website or one of the other cannabis ecommerce platforms such as IHeartJane, Leafly and Weedmaps.

Holland Brands' production of edibles will take place in compliance with the following:

- Any edible marijuana product that is made to resemble a typical food or beverage product must be packaged and labeled as required by M.G.L. c. 94G, § 4(a^{1/2})(xxvi) and 935 CMR 500.105(5) and (6).
- Holland Brands will not manufacture edibles in the following shapes:
 - The distinct shape of a human, animal, or fruit; or
 - A shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- Holland Brands may manufacture edible marijuana products that are geometric shapes and simply fruit-flavored.

Holland Brands will not prepare an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

- For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
- In a single package of multiple edible marijuana products to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
- The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

Edibles will not be listed without including the shape, color, form, type, and flavor

- Chocolate Bars (rectangular; brown; dark chocolate)
- Gummies (cube; green, red, pink, blue, purple; green apple, cherry, watermelon, blue raspberry, blackberry)
- Mints (oval; white; peppermint, ginger mint, lavender mint)
- Hard Candies (oval; orange, pink, red, yellow; tangerine, watermelon, cherry, lemon)

Beverages will not be listed without including the type, and flavor

- Seltzer (various flavors)
- Soft drinks (cola, ginger beer, cherry vanilla)
- Beverage Infusers (Various Flavors, add serving to water, tea or beverage of choice)

Furthermore, Holland Brands will only package marijuana product beverages in a single serving size.

4.1 Products Offered

“Carefully Curated Cannabis” is the motto that is used to describe how Holland Brands selects products for the product menu, meaning that Holland brands selectively decides what products will be available for consumers to purchase, ensuring that consumers have the opportunity to buy high quality products available on the Massachusetts wholesale market. Holland Brands will offer a diverse product line in order to accommodate a variety of consumer preferences. In addition to high quality dried flower, marijuana products offered by Holland Brands for consumer purchase will include, but will not be limited to, the following product forms:

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

Holland Brands will expand upon its marijuana product offerings as consumer needs change and new innovative products are developed for the marijuana product marketplace. The menu will consist of staple products that are generally in high demand while also rotating seasonal selections and products that are new to the market to provide consumers with selections that differ from the regular offerings.

4.2 Pricing Structure

Holland Brands’ pricing structure will vary based on market conditions. Holland Brands plans to provide products of superior quality and will price accordingly. Holland Brands will establish strong relationships with the Wholesalers who are licensed to provide cannabis to Marijuana Establishments in Massachusetts. Co-branded partnerships will be made between Holland

Brands and other licensed cannabis companies in Massachusetts where they may have opportunities to feature their products and branding at Holland Brands' retail establishment. Negotiations will be made with licensed cannabis wholesalers to provide wholesale products at competitive rates that allow Holland Brands to provide its customers with opportunities to purchase high quality products at fair prices while also capturing the desired margins that will allow Holland Brands South Boston to be profitable.

5. MARKETING & SALES

5.1 Growth Strategy

Holland Brands' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Holland Brands plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

5.2 Communication and Responsible Advertising

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

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

Holland Brands will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Holland Brands will market its products and services to reach a wide range of qualified consumers.

Holland Brands will communicate with customers through:

1. A company run website; <https://hollandbrands.org/>
2. Popular cannabis discovery networks such as IHeartJane, WeedMaps and Leafly;
3. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
4. Opt-in direct communications.

Holland Brands will provide a catalog and a printed list of the prices and strains of marijuana available to consumers and will post the same catalog and list on its website and in the retail store.

5.3 Sales

Holland Brands will sell its products and services by engaging customers with knowledgeable personnel, informing them about the wide range of products that are available on the menu. Pricing structures that will promote multiple items being purchased at once to increase cart sizes and drive units per transaction.

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

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

5.4 Logo

Holland Brands has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

Sample images of the logo can be found below:



HOLLAND BRANDS

5. FINANCIAL PROJECTIONS

The projected start date of Holland Brands first full fiscal year is Jan 1, 2024 with a partial fiscal year for 2023.

Fiscal Year	FIRST PARTIAL FISCAL YEAR PROJECTIONS 2023	FIRST FULL FISCAL YEAR PROJECTIONS 2024	SECOND FULL FISCAL YEAR PROJECTIONS 2025
Projected Revenue*	\$4,508	\$ 22,337	\$ 22,961
Projected Expenses*	\$3,628	\$ 14,661	\$ 15,435
VARIANCE:*	\$ 880	\$ 7,676	\$ 7,526
* (x1000)			
Number of customer visits for the year	64,400	323,725	332,775
Projected % of customer growth rate annually	---	403%	3%
Estimated purchased ounces per visit	.35	.35	.35
Estimated cost per ounce	\$ 175	\$ 175	\$ 175
Total FTEs in staffing	38	38	38

7. TEAM

7.1 General

Holland Brands has put together a team to implement the operations of the Marijuana Establishment and intends to create [30 - 35] full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over Holland Brands team is or will be a controlling person with over more than three licenses in a particular class of license.

7.2 Founders

Tim Caraboolad

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

Geoff Caraboolad

Geoffrey is the President and CEO of Metric Corporation. As both a builder and a developer, Geoff brings a unique viewpoint to Metric, offering firsthand construction experience as well as insight from the owner’s perspective. He collaborates with clients and their designers from inception, contributing a wealth of knowledge to establish the groundwork for success. A carpenter by trade and a perfectionist by nature, Geoff is actively engaged with each project; weekly updates keep him apprised of the status, giving him the opportunity to offer his expertise so projects stay on track.

7.3 Executive Management Team

The following individuals referenced below do not qualify as Persons with Direct or Indirect Control (“PDIC”) and do not possess equity stake. These individuals are not able to perform business decisions on behalf of Holland Brands SB, LLC.

Charles Yon - Director of Operations - A cannabis professional with 5 years experience in the Mass medical and adult use markets. Combining his business degree, financial service

experience, and a lifelong passion for cannabis, to provide valuable strategic and operational experience.

Matt Gamble - Chief Operating Officer - Cannabis operations professional with a focus on problem solving, data analysis and quality control. Developing the people and systems that make a great cannabis production facility succeed.

Alicia Champagne - Compliance Coordinator - Alicia started in the cannabis industry over 6 years ago as a budtender. As she worked her way up to Assistant Dispensary Manager, she developed an extensive knowledge of the industry and its unique regulations giving her the foundation to become a compliance expert.

7.4 Additional Consultants

Herby Duverne - Security Advisor - Herby is a professional security services executive with over 15 years of progressive experience. Currently, he is the CEO and Principal of Windwalker Group, a premier risk, security and compliance firm.

Colette Phillips - DEI Consultant - Colette is widely recognized for her ability to build bridges and create cross-cultural and inter-racial business, social networks, and connections. Her breadth of experience spans close to three decades.

Fayssal Hussein - Traffic Engineer - Fayssal Hussein is responsible for overseeing the daily operation, business development, and administration of the Transportation Engineering department. He has over 30 years of experience in providing transportation/traffic engineering and construction phase services.

FINAL REMARKS

Holland Brands has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Holland Brands hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Holland Brands' security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$812 million in the first eight months of 2022, and a total of over \$3.2 billion in sales since November of 2018 when Adult Use Marijuana Establishments commenced operations in Massachusetts.

As more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Holland Brands is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Holland Brands looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

MAINTAINING OF FINANCIAL RECORDS - HOLLAND BRANDS SB, LLC

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

- Confidential information will be maintained in a secure location at the corporate headquarters, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Holland Brands.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Holland Brands 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 shall immediately disclose the information to the Commission;
 - 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action as directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500;

MAINTAINING OF FINANCIAL RECORDS - HOLLAND BRANDS SB, LLC

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records
 - Holland Brands shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any **cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community.** The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

Overview

Holland Brands SB, LLC (“Holland Brands”) will securely maintain personnel records, including registration status and background check records. Holland Brands will keep, at a minimum, the following personnel records:

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

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities, employment decisions at Holland Brands will be based on merit, qualifications and abilities and does not discriminate employment opportunities based on race, sex, color, age, national origin, ancestry, sexual orientation, handicap, disability, genetic information, pregnancy, marital status, gender identity/expression, religion, creed, veteran’s status, national guard or reserve unit obligations or other protected status.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

At-Will Employment

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

Employee Registration

Prior to beginning employment all Holland Brands employees are required to meet with our Human

Resources Director to complete the following paperwork:

1. Federal Forms W-4 (tax withholding certificate)
2. I-9 Employment Eligibility Verification; employees must provide with documentation of identity and employment eligibility as listed on Form I-9
3. A CORI and comprehensive background check completed by Creative Solutions Inc.
4. Completed CCC issued paperwork to register and obtain an agent registration card
ongoing employment is subject to the employees registration requirements set forth by

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

the CCC, agent cards must be renewed annually by Holland Brands in order for the employee to continue working.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Holland Brands and will include, at a minimum, the following:

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

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's managers or members of the executive management team. Holland Brands will treat all personal employee information confidentially and will protect the employee's privacy by securely handling sensitive information. Personnel records will be maintained by Holland Brands for a minimum of twelve (12) months after the employee's affiliation with Holland Brands concludes.

After-Hours Contacts

Charlie Yon - Director of Operations - charlie@nativesuncannabis.com

Caitlyn Woodward-Samson - VP of Retail - caitlyn@nativesuncannabis.com

Alicia Champagne-Berge - Compliance Coordinator - alicia@nativesunwellness.com

Business Hours (Subject to Approval by the Special Permit Granting Authority)

In accordance with the Host Community Agreement, Holland Brands agrees to the following operating hours for the public:

Monday: 9am - 9pm

Tuesday: 9am - 9pm

Wednesday: 9am - 9pm

Thursday: 9am - 9pm

Friday: 9am - 9pm

Saturday: 9am - 9pm

Sunday: 10am-7pm

Holland Brands also agrees not to operate on legal holidays of the Commonwealth of Massachusetts, as established by the Secretary of State's office, or Suffolk County holidays.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Holland Brands will undergo a detailed background investigation prior to being granted access to a Holland Brands facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Holland Brands pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Holland Brands will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Holland Brands will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Holland Brands will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

- viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Holland Brands or the Commission.

Job Descriptions

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

- Monitor and maintain the security of the premises
- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Holland Brands agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Dispensary Manager;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Holland Brands facility and ensure that all patrons and visitors to Holland Brands are verified to be 21 and older with valid identification
- Log entries, and maintain visitor log;

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

- Answer routine inquiries over the telephone;
- Perform and document routine facility inspections.
- Work with management to address occurring deficiencies or incidents.
- Escort Holland Brands agents from the facility during non-business hours and perform security checks at designated intervals.
- Open and close the admissions area at the beginning and end of each day.
- Have a positive approach to each and every customer interaction with capacity to engage in long term customer relationships in a high traffic retail setting.
- Must have a can-do attitude at all times with a strong work ethic focused on Holland Brands's long term mission.
- Must have the ability to handle confidential customer information accordingly.

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

- Implementing inventory tracking;
- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Proper storing, labeling, tracking, and reporting of inventory.
- Manage storefront delivery process.
- Ensuring products are properly stored, labeled, and recorded in the [POS Software] system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Holland Brands's policies and procedures for waste disposal are adhered to.
- Count inventory and communicate inventory status to management
- Assist in maintaining a safe, clean, organized and enjoyable work environment
- Collaborate and cooperate with the rest of the staff
- Must have a can-do attitude at all times with a strong work ethic focused on Holland Brands's long term mission.
- Perform other duties as requested

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

- Maintain a comprehensive understanding of the legal cannabis industry and regulations from a medical and adult use standpoint.
- Fulfill orders from the dispensary storefront in a timely manner in a high paced environment.
- Track online customer orders through our online portal/POS system
- Maintain awareness of current product availability.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

- Maintain awareness of state reporting systems and compliance regulations in regards to customer purchase limits.
- Responsible for manifesting returned items in compliance with MA state regulations.
- Manage inventory reporting due to state regulations.
- Assists with the presentation of a well stocked storefront and fulfillment area that is clean, compliant, and safe ensuring a positive retail experience.
- Complete any other duties assigned in a professional and timely manner.
- Maintain extensive knowledge about cannabis and current industry trends and research studies.
- Must have a can-do attitude at all times with a strong work ethic focused on Holland Brands's long term mission.

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

- Oversee hiring and release of Holland Brands agents;
- Review and revise Holland Brands personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Holland Brands agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Dispensary Manager: The main responsibilities of the Dispensary Manager include interacting with, educating, and advising members face-to-face and by phone; record-keeping; monitoring inventory and cash management; interacting with local service providers; and helping to maintain a clean, safe, and welcoming facility inside and out. The DM is also responsible for scheduling and overseeing the day-to-day duties of the retail staff.

- Delivers a superior level of customer service, both in person and on the phone; and coaches retail staff on the commitment to customer service
- Consistently models professionalism; serves as a role model to retail staff during periods of high stress and ambiguity
- Maintains highest level of compliance at all times and ensures all proper legal and company policies and procedures are strictly followed
- Evaluates dispensary processes with Dispensary Operations Manager to ensure maximum efficiency
- Diffuses difficult situations and ensures issues are resolved to the customer's satisfaction while upholding company standards
- Approaches difficult conversations with employees and uses diplomacy in human resources issues; requests guidance from senior management when handling delicate employee relations situations
- Oversees inventory and cash management, daily and weekly, including regular bank

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

deposits; responsible for training retail staff on proper cash handling and inventory management

- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.
- Maintains a clean, safe, and welcoming environment inside and outside the facility; has a high attention to detail and regularly reviews facility needs and communicates them to the appropriate parties
- Is a brand ambassador, both during and outside of regularly scheduled work hours
- Performs additional duties assigned by the Dispensary Operations Manager
- Must have a can-do attitude at all times with a strong work ethic focused on Holland Brands's long term mission.

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

- Provide a high-end customer service experience with a focus centered on customer engagement and education.
- Approach each and every customer interaction with a positive attitude, a welcoming tone of voice and effective communication skills that helps validate the customers concerns and needs and must be sensitive and empathetic to the needs of each and every customer.
- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at Holland Brands's facility;
- Must have a can-do attitude at all times with a strong work ethic focused on Holland Brands's long term mission.
- Maintain a comprehensive understanding of the legal cannabis industry from a medical and adult use standpoint.
- Maintain a current understanding of trends and research in the cannabis industry and have the ability to help customers with up to date information and knowledge base.
- Being knowledgeable of strains and various types of products offered by Holland Brands;
- Must have awareness of current product availability with an ability to describe the production process behind each and every one of Holland Brand's products.
- Executing and enforcing compliance with CCC regulations and Holland Brands policies and procedures;
- Maintain strict confidentiality while handling and managing customer information.
- Understanding individual customer goals;
- Understanding sales transactions using Leaf Logix;
- Assists with the presentation of a well stocked store front that is clean, safe and secure ensuring a positive retail experience.
- Accurately execute sales transactions via the point of sale system in an efficient manner.
- Awareness of how state reporting systems and compliance regulations affect customer purchasing limits.
- Participating in ongoing education and professional development as required.
- Completes any other duties assigned by management in a professional and timely manner.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

Overview of Personnel Policies and Procedures

As outlined in Holland Brands' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Holland Brands agents are required to complete training as detailed in Holland Brands' Qualifications and Training plan which includes but is not limited to Holland Brands' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

In accordance with 935 CMR 500.105(1)(m) Holland Brands will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Holland Brands operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Training

All staff hired for employment at Holland Brands will be trained after onboarding in accordance with 935 CMR 500.105(2), ensuring that Responsible Vendor Training is completed within 90 days of hire. All Holland Brands employees that are registered as Marijuana Establishment Agents are required to complete and pass the course within the designated time period. This course will have to be renewed annually in order to stay compliant with the current regulation requirements. Documentation of RVT completion shall be retained with each agent's personnel records. On the job training will also be implemented which includes but is not limited to POS training, METRC Training, and reviewing the company handbook to review all company policies and expectations.

Standards of Conduct

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

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

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

Sexual Harassment

As defined in the state of Massachusetts, "Sexual Harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by Holland Brands.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Holland Brands strictly prohibits employees from making threats or engaging in violent acts. Prohibited conduct includes, but is not limited to:

- (i) injuring another person physically,
- (ii) engaging in behavior that creates a reasonable fear of injury in another person,
- (iii) engaging in behavior that subjects another individual to extreme emotional distress,
- (iv) threatening to injure an individual or damage property and
- (v) committing acts motivated by, or related to sexual harassment.

Weapons are not permitted on site by employees, customers, or other parties. In addition, Holland Brands employees who hold a license to carry a concealed weapon are prohibited from carrying a weapon while on duty. Employees found carrying weapons on Holland Brands facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

Complaints of Harassment or Violence in the Workplace

If any of our employees believes that he or she has witnessed or have been subjected to harassment, the employee has the right to file a complaint with Holland Brands. This may be done in writing or orally.

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Employees who would like to file a complaint may do so by contacting the Manager/Assistant Manager of the location and/or Director of Human Resources, at the main office 617-719-3478. If reported to the Manager/Assistant Manager, the Manager/Assistant Manager must file a complaint with the Director of Human Resources.

Social Media

Employees will be asked to follow some basic guidelines regarding social media such as refraining from posting images that show the inside of the dispensary. Employee's are also discouraged from posting dates of new product releases or any sensitive information.

Employees are allowed to tag @nativesuncannabis in a post as long as there are no privacy violations. Employees are also allowed to repost anything that has already been posted to Holland Brands's social media pages.

Workplace Attire

The required attire for registered agents at Holland Brands varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met. Details on the Dress Code can be found in the Holland Brands Employee Handbook.

Standard Employment Practices

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

Advancement

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

Written Policies

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

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Investigations

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

Designated Outside Counsel

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

Job Classifications

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

Work Schedules

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

Mandatory Meetings

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Staff who do not attend a mandatory meeting and do not have an excused absence to miss the scheduled meeting may be subject to disciplinary action. Certain personnel may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

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

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at 30/60/90 day intervals for new full and part time employees and gives the chance to discuss performance, goals and any potential future opportunities with their supervisor(s) Employees will also have an annual performance review that will be conducted each calendar year. A written synopsis must be provided to, and signed by, the employee under review.

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Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

Holland Brands leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager.

Holland Brands will determine which holidays will be observed and which departments will not be required to work.

Holland Brands will offer maternity leave. Additional leave will not be paid and must be approved by the department manager. Parental Leave: Full-time employees are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. Employees must complete 90 days of employment to be eligible. Employees are required to give a minimum two weeks written notice prior to departure.

Holland Brands provides family leaves of absence (also referred to as FMLA - Family Medical Leave Act) without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a healthcare provider. Employees who have worked at Holland Brands for at least twelve (12) months and at least one-thousand two hundred and fifty (1,250) hours in twelve months prior to the leave request. More details regarding FMLA and the amount of leave allotted to Holland Brands employees may be reviewed in the Employee Handbook.

Holland Brands also offers Bereavement Leave. Benefit-eligible employees are allowed up to three (3) days of paid leave in the case of death in the employee's immediate family. Immediate family is defined to include parents, spouse, domestic partner, children, brothers and sisters, grandparents, grandchildren, mother-in-law or father-in-law. Regular full-time employees are entitled to up to one day paid leave in the case of death in the spouse's immediate family. Additional unpaid leave may be authorized by Holland Brands.

Military Leave: Employees who are required to serve a period of time in a reserve component of the U.S. Armed Forces are allowed an unpaid leave of absence.

Disciplinary Policies

Purpose

Holland Brands's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Holland Brands's discipline policy and procedure have been

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - HOLLAND BRANDS SB, LLC

designed consistent with Holland Brands's organizational values, best practices, and employment laws.

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

Procedure

Step 1: Counseling and Verbal Warning

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

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

Step 2: Written Warning

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

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

Step 3: Suspension and Final Written Warning

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

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others, the immediate supervisor may suspend the employee pending the results of an investigation.

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

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

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

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Holland Brands will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Holland Brands reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

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

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

Appeal Process

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

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

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Performance and Conduct Issues Not Subject to Progressive Discipline

In accordance with 935 CMR 500.105(1)(M), a Marijuana Establishment Agent will be immediately dismissed for reasons such as

1. Diverting marijuana products of any kind, especially if the product is diverted to individuals under 21 years of age,
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment 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 any Other Jurisdiction.

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

Documentation

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

Separation of Employment

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

Types of Separation

1. Resignation

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

2. Retirement

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

3. Job Abandonment

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice

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effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination

Employees of Holland Brands are employed on an at-will basis, and the company retains the right to terminate an employee at any time. Employees will be immediately terminated in accordance to 935 CMR 500.105 (1)(M).

5. Reduction in Workforce

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

6. Release

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

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon. Exit interviews are designed and intended to be constructive for both Holland Brands and the employee. As a result, Holland Brands does not share information or discriminate against employees who voluntarily share their opinions during exit interviews.

Return of Property

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

Termination of Benefits

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

Health Insurance

Health insurance terminates on the last day of the month of employment, unless the employee requests immediate termination of benefits. Under federal law, resigning employees are entitled

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to participate in Holland Brands's group health plan at their own expense for at least eighteen (18) months. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

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

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

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

Employee Compensation

As an employer, Holland Brands believes that it is in the best interest of both the organization and Holland Brands's employees to fairly compensate its workforce for the value of the work provided. It is Holland Brands's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

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

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6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

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

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

Management Responsibility

1. The CEO is charged with ensuring that Holland Brands is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER - HOLLAND BRANDS SB, LLC

Customer and Visitor ID Checks

Pursuant to 935 CMR 500.050(8)(b), Holland Brands SB, LLC's ("Holland Brands") facility will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Holland Brands agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2). The check-in process at the admissions desk shall utilize both a Veriscan ID scanner that links to Holland Brands POS System, Leaf Logix, as well as doing a visual inspection of the ID. An ID check by a Holland Brands Agent shall be completed both during the check-in process at admission and an additional check of the ID at the POS the customer approaches the counter and prior to filling an order or collecting any payments for cannabis purchases.

Authorized Visitors must provide a valid identification and must be checked by a Holland Brands Agent to verify their identity and that they are over 21 years old. Visitors shall be signed into the Holland Brands Visitors Log, stating the visitors name (first and last), the date, the check in and check out time, the reason for the visit, confirming an ID check, visitors pass number assigned and a signature from the Holland Brands Agent who signed in the visitor. The visitor shall be escorted to any limited access areas of the building and is required to wear the visitors pass for the entirety of their time on the premises.

Employee Policies

In the event Holland Brands discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission and Local Law Enforcement will be promptly notified via an incident report, pursuant to 935 CMR 500.105(1)(m).

Holland Brands will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1). Prior to registering an agent to Holland Brands, a thorough background check through Creative Services, Inc ("CSI") shall be completed and reviewed.

Marketing and Advertising

Pursuant to 935 CMR 500.105(4), Holland Brands will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Holland Brands will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

In accordance with **935 CMR 500.105(4)(a)(7)**, any such Advertising created for viewing by the public shall include the statement **"Please Consume Responsibly"**, in a conspicuous manner on the face of the advertisement and shall include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement: **a. "This product may**

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER - HOLLAND BRANDS SB, LLC

cause impairment and may be habit forming."; b. "Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug."; c. "There may be health risks associated with consumption of this product."; d. "For use only by adults 21 years of age or older. Keep out of the reach of children."; or e. "Marijuana should not be used by women who are pregnant or breastfeeding."

Holland Brands' website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Packaging Requirements

Pursuant to **935 CMR 500.105(6)(b)**, Holland Brands packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Holland Brands will not manufacture any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to **935 CMR 500.150(1)(b)**.

Holland Brands will ensure that marijuana and marijuana products shall be sold in child-resistant packaging. That to the extent it is not Unreasonably Impracticable for the specific type of product, Marijuana Products are packaged in containers that are:

- Opaque and plain in design;
- Do not use bright colors, cartoon characters and other features designed to appeal to minors;
- Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
- Certified by a qualified child-resistant packaging testing firm that the packaging complies with the most recent poison prevention packaging regulations of the U.S. Consumer Product Safety Commission as included at 16 CFR 1700: Poison Prevention Packaging

That where compliance with the requirements of child-resistant packaging is deemed to be Unreasonably Impracticable, Marijuana or Marijuana Products shall be placed in an exit package that is:

- Capable of being resealed and made child-resistant resistant again after it has been opened;
- Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: "KEEP OUT OF REACH OF CHILDREN."
- Is certified by a qualified third-party child-resistant packaging testing firm that the packaging complies with the most recent poison prevention packaging regulations of the U.S. Consumer Product Safety Commission as included at 16 CFR 1700: Poison Prevention Packaging.

PLAN FOR SEPARATING MEDICAL AND ADULT USE OPERATIONS - HOLLAND BRANDS SB, LLC

Overview

Holland Brands South Boston, LLC (“Holland Brands”) does not intend to commence operations at its proposed Adult Use Retailer Establishment colocated with a Medical Marijuana Treatment Center. However, in the event that Holland Brands’s intentions change, Holland Brands will apply for and receive all necessary state and local approvals to operate a Colocated Marijuana Operation at Holland Brands’ proposed site.

Holland Brands has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.105(8)(i) and 935 CMR 500.140(14) in the event that Holland Brands should operate as a colocated dispensary.

Separation of Medical and Adult Use Retail Operations

Using a sophisticated seed-to-sale tracking system (METRC) and Point of Sale (POS) - Leaf Logix software system approved by the CCC and the DOR, Holland Brands will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue. In addition to physical separation of Medical and Adult Use in the retail locations that may operate under co-located licenses, the POS software will separate Medical and Adult Use sales. Leaf Logix will have a portal for conducting medical sales and a portal for conducting adult use sales.

In addition to virtual separation of medical and retail sales in the POS Software, Holland Brands will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for registered patients/caregivers and adult-use consumers.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered medical marijuana patients between the ages of 18-21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue. Adult use patrons without medical marijuana registrations will only have access to the adult use queue, and no person shall have access to the medical queue without an active registration with the MA Medical Marijuana program validated in the Medical Use of Marijuana Online System via MassCIP.

PLAN FOR SEPARATING MEDICAL AND ADULT USE OPERATIONS - HOLLAND BRANDS SB, LLC

Any Holland Brands location with a medical marijuana license will have a private area separate from the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana. Holland Brands will display signage stating "Consultation Area" and it shall be accessible by a Qualifying Patient or Caregiver without having to traverse a Limited Access Area.

Maintaining Patient Supply Levels

In compliance with 935 CMR 500.140(15), Holland Brands will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of Holland Brands's marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients and reflect the actual types and strains of marijuana products documented during the previous six months.

Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. If a substitution must be made, the substitution shall reflect as closely as possible the type and strain no longer available

Holland Brands shall monitor and perform audits of available patient supply on a weekly basis and retain those records for a period of six months the supply of medical marijuana available to patients to ensure adequate supply levels are being maintained. On a biannual basis, Holland Brands shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical use Marijuana Products for Registered Qualifying Patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months.

Marijuana products reserved for registered patients will be either:

- (1) maintained on site in an area physically separated from marijuana products intended for adult use, or
- (2) easily accessible at another Holland Brands location and transferable to Holland Brands's retail location within 48 hours.
- (3) Holland Brands may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product's date of expiration.

Marijuana Products reserved for patient supply shall be either maintained on-site at Holland Brands or easily accessible at another location operated by the licensee and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted.

QUALIFICATIONS AND TRAINING - HOLLAND BRANDS SOUTH BOSTON, LLC

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

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority. All prospective Holland Brands employees will be required to undergo a background screening through Creative Services, Inc (“CSI”).

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Holland Brands’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually. Additional training may include but not be limited to METRC training, training on the use of Leaf Logix POS, and reviewing the Holland Brands company handbook to familiarize themselves with the policies of the company.

All of Holland Brands’ current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Holland Brands is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Holland Brands will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Holland Brands’ records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

QUALIFICATIONS AND TRAINING - HOLLAND BRANDS SOUTH BOSTON, LLC

As part of the Responsible Vendor Training Program, Holland Brands' agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Conduct of Marijuana Establishment Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

QUALITY CONTROL AND TESTING - HOLLAND BRANDS SOUTH BOSTON, LLC

Quality Control

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

1. Any Holland Brands agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Holland Brands agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Holland Brands’ hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Holland Brands’ production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Holland Brands’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Holland Brands will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Holland Brands’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Holland Brands’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Holland Brands’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Holland Brands will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Holland Brands acknowledges and understands that the Commission may require Holland Brands to demonstrate the intended and actual use of any toxic items found on Holland Brands’ premises;

QUALITY CONTROL AND TESTING - HOLLAND BRANDS SOUTH BOSTON, LLC

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

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

Holland Brands will ensure that Holland Brands' facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements. Holland Brands will also ensure that its facility follows safety standards and will comply with all applicable safety standards.

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

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

Testing

In accordance with 500.140(7) Holland Brands will not sell or otherwise market marijuana or marijuana products that have not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*.

QUALITY CONTROL AND TESTING - HOLLAND BRANDS SOUTH BOSTON, LLC

Marijuana shall be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Holland Brands acknowledges and understands that the Commission may require additional testing. In a recent edition of the regulations, Marijuana Vaporizer Products shall be additionally screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products.

All Point-of-Sale stations at Holland Brands will have a visible warning regarding vape products containing the following statement: “ Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled. Consumers shall have access to the test results of Marijuana Vaporizer Devices including copies of any Certificates of Analysis provided by the device's manufacturer.”

Marijuana products must be labeled with a statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15. THC and other tested cannabinoid levels of the products in the package must also be displayed on the package. COAs from wholesale providers will be stored digitally via Holland Brands’ Google Drive.

Any Independent Testing Laboratory relied upon by Holland Brands for testing will be licensed or registered by the Commission and:

- (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission;
- (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and
- (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Holland Brands’ marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Holland Brands’ environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

QUALITY CONTROL AND TESTING - HOLLAND BRANDS SOUTH BOSTON, LLC

Holland Brands' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission

- (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and
- (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Holland Brands and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Holland Brands will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Holland Brands acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).

All storage of Holland Brands' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11).

All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Holland Brands for disposal or by the Independent Testing Laboratory disposing of it directly.

All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

RECORDKEEPING PROCEDURES - HOLLAND BRANDS SOUTH BOSTON, LLC

General Overview

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

Recordkeeping

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

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registrations
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

RECORDKEEPING PROCEDURES - HOLLAND BRANDS SOUTH BOSTON, LLC

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Holland Brands.
- **Personnel Records**

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Holland Brands and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with [M.G.L c. 6 § 172, 935 CMR 500.029: Registration of Independent Testing Laboratory Agents], 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- **Handling and Testing of Marijuana Records**
 - Holland Brands will maintain the results of all testing for a minimum of one (1) year.
- **Inventory Records**
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- **Seed-to-Sale Tracking Records**
 - Holland Brands will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all

RECORDKEEPING PROCEDURES - HOLLAND BRANDS SOUTH BOSTON, LLC

damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- **Equipment Analysis**
 - Holland Brands will maintain records that it has performed 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 the sales data and produce such records on request to the Commission.
- **Incident Reporting Records**
 - Within ten (10) calendar days, Holland Brands will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(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 within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Holland Brands for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Holland Brands' jurisdiction on request.
- **Visitor Records**
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- **Waste Disposal Records**
 - When marijuana or marijuana products are disposed of, Holland Brands will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Holland Brands agents present during the disposal or other handling, with their signatures. Holland Brands will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- **Security Records**
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Holland Brands is aware of pending criminal, civil or administrative

RECORDKEEPING PROCEDURES - HOLLAND BRANDS SOUTH BOSTON, LLC

investigation or legal proceedings for which the recording may contain relevant information.

- Transportation Records
 - Holland Brands will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Holland Brands' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Holland Brands shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Holland Brands closes, all records will be kept for at least two (2) years at Holland Brands' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Holland Brands will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Holland Brands' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Holland Brands' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9)(b);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);

RECORDKEEPING PROCEDURES - HOLLAND BRANDS SOUTH BOSTON, LLC

- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Holland Brands operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Holland Brands, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Holland Brands' website.
- Policies and procedures for the handling of cash on Holland Brands premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Holland Brands shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual

RECORDKEEPING PROCEDURES - HOLLAND BRANDS SOUTH BOSTON, LLC

expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

DIVERSITY PLAN - HOLLAND BRANDS SB, LLC

Statement of Purpose

Holland Brands SB, LLC (“Holland Brands”) is dedicated to promoting equity in its operations for diverse populations. Holland Brands believes in creating and sustaining a robust policy of inclusivity in its own business as well as in the Marijuana industry as a whole. As such, Holland Brands has developed a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and persons identifying as LBGTQIA+.

Goals

The goal of Holland Brands SB, LLC’s diversity plan is to establish and maintain an inclusive and diverse workforce at all levels of the company and promote equity in the Marijuana Industry as a whole (specifically among the above-mentioned demographics)

1. Staffing Goals for Holland Brands SB, LLC:
 - a. 50% of women as a percentage of all employees
 - b. 50% minorities as percentage of all employees
 - c. 10% Veterans as percentage of all employees
 - d. 10% people with disabilities as percentage of all employees
 - e. 10% people identifying as LBGTQIA+ as percentage of all employees
2. Offering Holland Brands employees from the above listed demographics an opportunity for management training sessions that will provide the tools needed to grow within the industry and provide assistance to individuals falling into the above-listed demographics to achieve their goal of professional development and success in the marijuana industry.

Programs

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

1. Holding an annual job fair that will encourage women, minority, veterans, disabled persons and persons identifying as LBGTQIA+ to attend and ask questions, We will reach out by promoting the job fair and that we are looking for applicants who are included in the above mentioned demographics on our own website, recruitment websites, and on our age gated social media presence such as Instagram, Facebook, LinkedIn, Leafly and other appropriate sites
2. Post ads for hiring in diverse publications such as web-based recruitment platforms i.e. indeed.com and additional marketing for job openings will be targeted in these neighborhoods, and through Minorities for Medical Marijuana, Get Konekcted!, Honest Jobs, Employ Diversity, CultivatED
3. Holland Brands will work with the City’s Office of Economic Development, BostonHires, and the Mayor’s Office of Workforce Development to ensure the above stated hiring goals are met.
4. Implement a Non-Discrimination, Harassment and Retaliation Policies that are outlined in the Employee Handbook that all hired staff must read and acknowledge during onboarding
5. Creating a promotion process that employs equity principles for current employees;
 - a. For example, Holland Brands will use a bias-free performance management process, and implement the “Rooney Rule” whereby Holland Brands will consider at least one woman and one underrepresented minority for every manager position that needs to be filled.
6. Providing annual training programs for individuals falling into the above-listed demographics to assist with promoting their growth in the marijuana industry
 - a. The Program will consist of 1 individual per quarter, totaling 4 individuals per year, who are interested in an opportunity to learn more about the cannabis industry
 - b. The program will last for 5 days, consisting of 8 hours per training day
 - c. The program will consist of program participants shadowing dispensary leads to learn more about the inner workings of the dispensary to get an idea what working within an adult use dispensary is like on a day to day basis from a management perspective

DIVERSITY PLAN - HOLLAND BRANDS SB, LLC

- d. The program subject matter will include:
 - i. Leaf Logix backend and METRC competency;
 - ii. Cash handling practices;
 - iii. Processing product deliveries;
 - iv. Inventory and Auditing procedures;
 - v. Security protocols;
 - vi. Other relevant subjects
- e. Staff will be notified via email that applications to this program will be open to staff, specifically those who fall within the above listed demographics who are interested in the opportunity to learn more about the cannabis industry.
- f. Once selected for the program, those individuals will be linked with industry veterans who they will be training with to learn about the subject matter listed above.
- g. Individuals who complete the program will likely be considered for open lead positions when they become available

Measurements

Holland Brands intends to measure the success of its diversity plan on an annual basis and will implement a program that establishes a baseline for, and tracks the following data pertaining to its workforce, management, and executive positions in comparison to the industry and local demographics:

1. Annual Measurements of Employment Diversity to ensure staffing goals have been met:
 - a. The number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license and percentage of employees who fall under each of the above-listed demographics;
 - b. The number of promotions for people falling into the above-listed demographics since initial licensure;
2. Measuring the number of individuals falling into the above-listed demographics who were included in the annual training program that will be implemented to promote Holland Brands employees growth in the marijuana industry
3. Quarterly check-ins with the City's Office of Economic Development, BostonHires, and the Mayor's Office of Workforce Development to ensure the above stated hiring goals are met.

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

Acknowledgements

- Holland Brands will adhere to the requirements set forth in 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Holland Brands will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- Holland Brands acknowledges that each year upon the process of renewal, the progress of this plan will be reviewed

ENERGY COMPLIANCE PLAN - HOLLAND BRANDS SB, LLC

Summary

Policies and procedures for energy efficiency and conservation that will 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.
5. MEs engaged in transportation operations will use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

To demonstrate compliance with 935 CMR 500.120(11), an ME applicant seeking to engage in cultivation operations must submit an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103(1)(b), but prior to final licensure.

Potential Energy-Use Reduction Opportunities

Holland Brands is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Holland Brands will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Holland Brands is in the process of considering opportunities for renewable energy generation (including wind and solar options). Holland Brands' preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Holland Brands may reconsider at a future date. Holland Brands will also consult with its architects and engineers when designing the facility to determine the building's capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently striving for sustainability and emission reduction.

ENERGY COMPLIANCE PLAN - HOLLAND BRANDS SB, LLC

Strategies to Reduce Electric Demand

Holland Brands is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Holland Brands will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Holland Brands also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Holland Brands will also coordinate with its utility companies to explore any energy efficiency options available to Holland Brands.

Cultivation Operations

All cultivation operations will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final License under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). Cultivation operations will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each License renewal application under 935 CMR 500.103(4)(c) must include a report of the cultivation operations' energy and water usage over the 12-month period preceding the date of application

For purposes of 935 CMR 500.120(11), the following terms will have the following meanings:

- a. Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, Propagation, Vegetation, Flowering, and harvest).
- b. Horticulture Lighting Square Footage (HLSF) means Canopy.
- c. Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, (HLE/HLSF = HLPD) expressed as number of watts per square foot.

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Product Manufacturing Operations

An ME engaged in product manufacturing operations will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts

Building Code Requirements

Holland Brands will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, unless the facility uses an existing building and may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

Lighting

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

All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-State Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of License application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15 % above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol}/\text{J}$ (micromoles per joule).

If looking to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Holland Brands will seek a waiver pursuant to 935 CMR 500.850: Waivers and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. All facilities, regardless of compliance path, will provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which will certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

HVAC

Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*). Holland Brands will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet

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Massachusetts building code and that these systems have been evaluated and sized for the anticipated loads of the facility.

Holland Brands intends to implement energy saving techniques for the facility. Through the use of LEDs the total lighting power required is reduced as well as total HVAC cooling capacity required to condition that load, as the LED lights will not emit a heat load similar to Ceramic Metal Halide or High Pressure Sodium lights.

Documentation

The Company will document renewable or alternative energy credits that represent a portion of the energy usage not generated on-site, has been purchased and retired annually.

Before final licensure, the company will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans and Architectural Review.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b) and the company will regularly check for such guidelines and continue to follow the Commission's standards.