



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283571
Original Issued Date: 03/24/2022
Issued Date: 02/27/2025
Expiration Date: 04/17/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Holyoke Wilds, LLC

Phone Number: 646-263-8363
Email Address: holyokewilds@gmail.com

Business Address 1: 20 Hadley Mill Road
Business City: Holyoke
Business State: MA
Business Zip Code: 01040
Business Address 2:
Mailing Address 1: 20 Hadley Mill Road
Mailing City: Holyoke
Mailing State: MA
Mailing Zip Code: 01040
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50
Percentage Of Control: 50
Role: Owner / Partner
Other Role:

First Name: Steven **Last Name:** Chen **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 50
Role: Owner / Partner **Other Role:**
First Name: Guo Biao **Last Name:** Wu **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Steven **Last Name:** Chen **Suffix:**
Marijuana Establishment Name: Holyoke Wilds, LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 2

First Name: Guo Biao **Last Name:** Wu **Suffix:**
Marijuana Establishment Name: Holyoke Wilds, LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 20 Hadley Mill Rd

Establishment Address 2:

Establishment City: Holyoke **Establishment Zip Code:** 01040

Approximate square footage of the Establishment: 23000 **How many abutters does this property have?:** 8

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Executed HCA	Holyoke Wilds, LLC Model HCA final-1.pdf	pdf	67729dbfe5a9060008522d5e	12/30/2024
Plan to Remain Compliant with Local Zoning	2025plantoremaincompliant.pdf	pdf	67a0d4d5aa85921185a46331	02/03/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan_revised.pdf	pdf	6182c83b703abe37a3ab27a5	11/03/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:
First Name: Guo Biao Last Name: Wu Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Holyoke Wilds LLC SOC Cert Good Standing.pdf	pdf	611ff0e93e10be075d4a6da1	08/20/2021
Department of Revenue - Certificate of Good standing	Holyoke Wilds DOR Cert Good Standing.pdf	pdf	611ff0f642744807726e08ff	08/20/2021
Articles of Organization	Holyoke Wilds Certificate of Organization.pdf	pdf	611ff10425900e079f2afa17	08/20/2021
Bylaws	Holyoke Wilds LLC Operating	pdf	611ff158b9f60d076b8cfb68	08/20/2021

	Agreement.pdf			
Department of Revenue - Certificate of Good standing	Holyoke Wilds Unemployment Assistance Attestation.pdf	pdf	6122ade538fd570794513bdb	08/22/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	certofgoodstanding_masseptrev.pdf	pdf	677eb0496bb92815d08b0f77	01/08/2025
Department of Unemployment Assistance - Certificate of Good standing	atdu2025.pdf	pdf	677eb0c26bb92815d08b1050	01/08/2025
Secretary of Commonwealth - Certificate of Good Standing	certofgoodstanding_secogoodstanding_RS.pdf	pdf	677eb1c26bb92815d08b13f8	01/08/2025

Massachusetts Business Identification Number: 001521753

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	611fff750b068e07326263a0	08/20/2021
Plan for Liability Insurance	Plan to Obtain Limited Liability Insurance.pdf	pdf	611fff8a0f4d6c075e3d61df	08/20/2021
Proposed Timeline	timeline2025.pdf	pdf	677eb00c6bb92815d08b0f37	01/08/2025
Operating Agreement or Articles of Incorporation	Attestation of Holyoke Wilds.pdf	pdf	67a0cf92aa85921185a449a3	02/03/2025
Capitalization Table	Capitalization Table for Holyoke Wilds.pdf	pdf	67a0cf98aa85921185a449ba	02/03/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Cultivation Plan.pdf	pdf	612017ad38fd57079451397d	08/20/2021
Restricting Access to age 21 and older	Plan to Restrict Access to 21 Years of Age.pdf	pdf	612017baab673907643988bf	08/20/2021
Security plan	Security Plan.pdf	pdf	612017c18aea4607aa2a83e5	08/20/2021
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	612017cb3e10be075d4a6fe8	08/20/2021
Storage of marijuana	Storage Plan.pdf	pdf	612017d742744807726e0b4d	08/20/2021
Transportation of marijuana	Transportation Plan.pdf	pdf	612017dd23f64d075364963c	08/20/2021
Inventory procedures	Inventory Plan.pdf	pdf	612017ef0f4d6c075e3d6321	08/20/2021

Quality control and testing	Quality Control and Testing Procedures.pdf	pdf	612017fde140910769751016	08/20/2021
Personnel policies including background checks	Personnel Policies and Background Checks.pdf	pdf	612018100b068e07326264fc	08/20/2021
Record Keeping procedures	Record Keeping Policies.pdf	pdf	6120181de014b807395c0bf9	08/20/2021
Maintaining of financial records	Maintenance of Financial Records Policy.pdf	pdf	61201824a82c5807742a29e8	08/20/2021
Diversity plan	Diversity Plan.pdf	pdf	61201833d64352077f3bc593	08/20/2021
Qualifications and training	Qualifications and Intended Training.pdf	pdf	6120183ce14091076975101a	08/20/2021
Energy Compliance Plan	Energy Compliance Plan 25a.pdf	pdf	67a0e7da07039dd286059a74	02/03/2025

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: Currently, Holyoke Wilds is not operational and the information requested here is not applicable.

Progress or Success Goal 2

Description of Progress or Success: Currently, Holyoke Wilds is not operational and is still in the provisional license stage.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Currently, Holyoke Wilds is not operational and the information requested here is not applicable. No one has been hired, yet.

Diversity Progress or Success 2

Description of Progress or Success: Currently, Holyoke Wilds is not operational and has not had the ability to source many

contracts.

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

Holyoke Wilds, LLC
20 Hadley Mill Rd
Holyoke MA 01040

While Holyoke Wilds (“HW”) has not commenced operations, HW has received their Provisional License and Architectural Review approval from the Cannabis Control Commission, has received their Special Permit and an updated Host Community Agreement from the City of Holyoke. Currently, HW is in Post Provisional License Inspection stage. Depending on the results of the inspection, HW hopes to continue towards final license and commencement soon. The current goal is to have commenced operations by May, 2025. HW is in good standing with all City requirements, and is on track to commence operations in 2025.

HW must have the facility inspected annually by City of Holyoke Fire Department. This should occur during September 2025. HW will make sure to get this done. There is also a yearly survey that the City of Holyoke does for all cannabis establishments – this happens during July. HW will make sure to complete this survey. HW will also pay any fees to the City of Holyoke that is required under the new and updated HCA. Currently, nothing is owed.



Marvin Cable <cable.marvin@gmail.com>

Records request required for CCC renewal

Marvin Cable <marvin@marvincable.com>

Wed, Jan 24, 2024 at 2:28 PM

Reply-To: marvin@marvincable.com

To: clerks@holyoke.org, Brenna McGee <mcgeeb@holyoke.org>

Cc: Aaron Vega <vegaa@holyoke.org>

Bcc: 4133225521@rcfax.com

Dear Clerk,

I am counsel for Holyoke Wilds LLC, located at 20 Hadley Mill, Holyoke. The company has a provisional CCC license, but has not yet commenced operations.

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.

For purposes of renewing the license with the CCC, we request records of any costs imposed on the city that are reasonably related to the operation of the Marijuana Establishment, Holyoke Wilds LLC.

Please let me know if I can provide any additional information and thank you for your assistance.

Marvin

Marvin Cable

Attorney at Law

Law Offices of Marvin Cable

Phone: +1.413.268.6500**Fax:** +1.888.691.9850**Mail:** 76 Gothic Street, Northampton, MA 01060**E-mail:** marvin@marvincable.com



Marvin Cable <cable.marvin@gmail.com>

Records request required for CCC renewal

Mary Gotham <gothamm@holyoke.org>

Fri, Jan 26, 2024 at 2:08 PM

To: marvin@marvincable.com

Cc: Aaron Vega <vegaa@holyoke.org>, Lisa Ball <balll@holyoke.org>, Brenna McGee <mcgeeb@holyoke.org>, Steve Chen <steven@milidak.com>, Kyle Sosebee <sosebee@sosebeelaw.com>

Good Afternoon,

Attached is the renewal letter we were providing prior to the recent CCC regulation changes. Let us know if we can be of further assistance.

Regards,

Mary E. Gotham
Paralegal, City Solicitor
City of Holyoke
20 Korean Veterans Plaza, Rm 204
Holyoke, Massachusetts 01040
Phone: (413) 322-5580
Fax: (413) 322-5581
Email: gothamm@holyoke.org

[Quoted text hidden]

 **Holyoke Wilds, LLC Renewal.pdf**
113K



Mayor Joshua A. Garcia

Lisa A. Ball, Esq.

City of Holyoke

City Solicitor

Kathleen E. Degnan, Esq.
Jane L. Mantolesky, Esq.
Michael D. Bissonnette, Esq.
Jeanne A. Liddy, Esq.
Mary E. Gotham, Paralegal

January 26, 2024

SENT VIA E-MAIL & REGULAR MAIL
HOLYOKE WILDS, LLC
ATTN: Steven Chen, Owner
20 Hadley Mill Road
Holyoke, MA 01040

Subject: Request for records of costs related to Holyoke Wilds, LLC's operations in Holyoke MA for annual State License Renewal

Dear Mr. Chen:

Please accept this letter as the City of Holyoke's (the "City's") response to your public records request, on behalf of Holyoke Wilds, LLC for records of any costs incurred by the City related to the Company's marijuana establishment at 20 Hadley Mill Road, in Holyoke, (the "Establishment").

Holyoke is the process of updating all renewal and impact documentation for license holders in the city.

As you know, Holyoke is reviewing and continuing to document impact costs that have been realized, and will continue to be realized including, not limited to, potential public health consequences and related requirements for educational programming, potential public use and underage user enforcement, and infrastructure costs. Accordingly, this present assessment of costs is understood to be preliminary and is likely an incomplete accounting of potential impact areas that would be reasonably related to the Holyoke Wilds, LLC's operations at 20 Hadley Mill Road, Holyoke, which the City anticipates includes the following:

1. Municipal inspection costs.
2. Executive, planning, legal, and inspection staff time spent involving comprehensive business plan review, community outreach and other assistance.

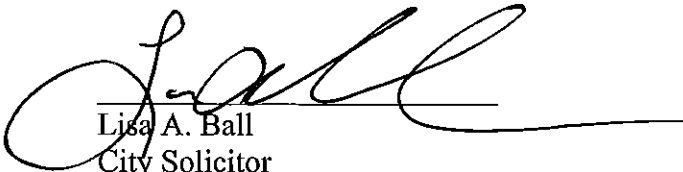
3. Executive and Administrative time associated with Host Community Agreement (“HCA”) negotiations.
4. Planning staff time to facilitate permitting; other staff time related to public hearings/meetings on permits/licenses for Establishment operations.
5. Traffic studies and/or mitigation review and implementation, including the implementation of new traffic signs and signals.
6. Increased law enforcement services and public safety personnel, including overtime costs where higher congestion or crowds are anticipated and/or where criminal activity has been reported.
7. Legal fees and costs associated with drafting, negotiating, and/or reviewing the HCA, operational plans and local permitting applications; legal fees and costs associated with public hearings/meetings on permits/licenses for Establishment licensing, including costs of publishing public hearing notices.
8. Executive/administrative/staff time assisting the Establishment implement its community impact/engagement plan (including facility costs if community engagement meeting(s) held on municipal property).
9. Executive and Administrative time spent on developing re-opening rules during the COVID-19 pandemic and addressing Establishment operations during the pandemic.
10. Time spent reviewing and responding to federal subpoenas related to marijuana establishment licensing, permitting, or operations.
11. Studies or improvements to address increased impact on municipal utilities (water/electricity).
12. Time spent developing community awareness of responsible approaches to cannabis use and avoidance of substance abuse.
13. Costs associated with the increase in substance abuse, including but not limited to such items as increased demand on local health care clinics and facilities; need for increased counseling and/or invention programs.
14. Costs related to increased fire protection services.
15. Costs related to road and other infrastructure systems and improvements.
16. Costs associated with record keeping, including but not limited to documentation of costs reasonably related to community impacts.
17. Potential public use and underage user enforcement costs.

18. Costs to address potential public health consequences of marijuana use.
19. Educational programming costs including public health classes and DARE resource costs.
20. Infrastructure studies.
21. Municipal review of future operational issues.
22. Costs of drug recognition experts and advanced roadside impairment driving enforcement training programs for local police officers.
23. Other specialized training for local law enforcement officers.
24. Executive/administrative/staff/public safety/legal time spent responding to complaints or inquiries about the Establishment or its operations.
25. Any other City costs incurred in relation to the Establishment or its operations, including impacts on real estate and commercial development.
26. Studies to determine relative increases in substance abuse problems in the community
27. Legal fees associated with agreements other than the HCA, such as parking licenses; leases, easements or sale of City property, etc.
28. Police/Fire time associated with security plan review.
29. Executive and Administrative time associated with budget development to address community impacts.
30. Time spent responding to Public Records Requests related to the Establishment or its operations.
31. School specific programming and services.
32. Increased funding/provision of public health services.
33. Impacts on businesses and activities in the vicinity of the Establishment.

Holyoke Wilds, LLC's impacts on the community are still emerging especially as the cannabis industry continues to grow in Holyoke and throughout the Commonwealth. They also have been further accentuated by the unusual circumstance of the coronavirus pandemic and its associated requirements and restrictions, including municipal closures and staffing shortages. It should therefore be understood that this analysis is both evolving and ongoing.

The City of Holyoke has established a process that includes an open discussion with the industry, an application to utilize impact fee funds, a Citizens Review Committee, mayoral and legal department review, and finally a City Council vote of at least 2/3 majority to approve the spending request. The City anticipates that it will be able to more fully realize and analyze the impacts related to Holyoke Wilds, LLC as it continues to engage in operations.

Respectfully,



Lisa A. Ball
City Solicitor
City of Holyoke

PLAN FOR POSITIVE IMPACT.

Holyoke Wilds has created the following plan to positively impact the residents of Holyoke, which is identified as an Area of Disproportionate Impact.

Goals

Holyoke Wilds has established the following goals:

1. 35% of its workforce will be comprised of past or present residents of Holyoke, a geographic area of disproportionate impact.
2. Provide financial support for Social Equity applicants.

Programs

Job Creation Program:

Holyoke Wilds intends to interview and hire individuals who are current or past residents of Holyoke. The company will post monthly notices for at least two months prior to opening in newspapers of general circulation in Holyoke such as Holyoke Sun and Daily Hampshire Gazette, and on websites or social media platforms such as Indeed and LinkedIn. These notices will state that the Company is specifically looking for Holyoke residents, 21 years or older, for employment.

Social Equity Financial Support Program:

Holyoke Wilds will assist at least one Social Equity applicant by providing a low-interest loan or funding through an investment vehicle tailored to the applicant's business circumstances. This financial assistance will be accompanied by mentorship and guidance. Specifically, Holyoke Wilds will solicit applications from Social Equity applicants seeking to form and operate a licensed cannabis business. The application will assess financial need, viability of business plan, and long term goals of the applicant. Social Equity status will be verified. Selection criteria will prioritize applicants that are most in need of financial assistance and mentorship, applicants that will most benefit from this program, and applicants that document a convincing likelihood of success and likelihood of materially benefiting from this program. Holyoke Wilds will choose an applicant by a vote of the Directors. The recipient will be offered either a low-interest loan or a similarly favorable investment instrument, depending on the needs and nature of the recipient's business model. The loan or investment amount shall be at least \$5,000. The terms and conditions of the loan will be detailed in a loan agreement or promissory note, but the agreement will include a deferred commencement of repayment, will be unsecured, will not require a personal guaranty, will have a maturity date that is agreeable to the recipient, the interest rate will not exceed the Prime Rate, and the recipient will have the option of repaying the loan with

a revenue share instead of a fixed payment. Holyoke Wilds will provide regular mentorship and advice as the applicant develops a business plan, applies for a license, and commences operations.

Metrics

Holyoke Wilds will execute the above plan and measure the outcomes in the following way:

1. Maintain annual reports that identify and track the number of employees hired through the job creation program who are, or have been, Holyoke residents; and document the company's efforts to recruit Holyoke residents.
2. Document in a report the application and selection process of the loan/investment recipient, the terms of the loan/investment, a description of mentoring provided, and a description of the recipient's progress towards licensure. Holyoke Wilds will solicit an evaluation or feedback from the recipient regarding the effectiveness of this program which will be included in the report.

Holyoke Wilds will use these metrics to assess its plan and to demonstrate success of the plan upon application for license renewal by submitting documentation of the metrics to the CCC.

Acknowledgments

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

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



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

William Francis Galvin
Secretary of the
Commonwealth

August 9, 2021

TO WHOM IT MAY CONCERN:

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

HOLYOKE WILDS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 22, 2021.**

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: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **STEVEN CHEN, CHRISTOPHER CROGAN**



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

William Francis Galvin

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



MARVIN CABLE
HOLYOKE WILDS, LLC
76 GOTHIC ST
NORTHAMPTON MA 01060-3018

000081

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for HOLYOKE WILDS, LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: mj9h78

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001521753

The date of filing of the original certificate of organization: 7/22/2021

1.a. Exact name of the limited liability company: HOLYOKE WILDS, LLC

1.b. The exact name of the limited liability company as amended, is: HOLYOKE WILDS, LLC

2a. Location of its principal office:

No. and Street: 20 HADLEY MILL RD
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

AGRICULTURE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARVIN CABLE
 No. and Street: 76 GOTHIC STREET
 City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	STEVEN CHEN	20 HADLEY MILL RD HOLYOKE, MA 01040 USA
SOC SIGNATORY	GUO BIAO WU	20 HADLEY MILL RD HOLYOKE, MA 01040 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	STEVEN CHEN	20 HADLEY MILL RD HOLYOKE, MA 01040 USA
REAL PROPERTY	GUO BIAO WU	20 HADLEY MILL RD HOLYOKE, MA 01040 USA

9. Additional matters:

10. State the amendments to the certificate:

AMENDMENT OF PERSONS AUTHORIZED TO EXECUTE DOCUMENTS AND INSTRUMENTS.

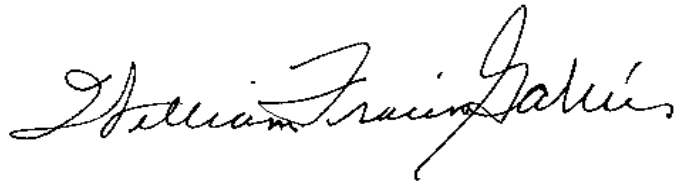
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of August, 2021,
STEVEN CHEN , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

August 10, 2021 11:21 AM

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

HOLYOKE WILDS, LLC

OPERATING AGREEMENT

THIS OPERATING AGREEMENT of Holyoke Wilds, LLC (the "LLC"), dated as of July 23, 2021, is among the members, collectively, the "Members," and individually, a "Member". The Members, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

1. *Name of LLC.* The name of the LLC is Holyoke Wilds, LLC (the "LLC").

2. *Business of LLC; Purposes and Powers.*

(a) The general character of the business of the LLC is to engage in the cultivation and manufacturing of adult-use cannabis and to engage in any activities directly or indirectly related or incidental thereto.

(b) The LLC shall be member-managed. All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Members, by action of a majority of percentage interests thereof, unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required.

The Members shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Members shall be authorized, for and on behalf of the LLC to do the following:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLC's property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and

(ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

(c) Any Member of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. Any Member is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property.

3. *Office of the Limited Liability Company.* The address of the office of the LLC for purposes of Section 5 of the Act is 20 Hadley Mill Rd, Holyoke, Massachusetts 01040.

4. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is Marvin Cable, Esq, 76 Gothic Street, Northampton, MA 01060.

5. *Members' Names and Business Addresses.* The names and business addresses of the Members are set forth on *Schedule A* attached hereto.

6. *Term of the LLC.*

(a) The term of the LLC commenced upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 6(b), below, or pursuant to the Act).

(b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any of such event. Any such election shall be made by Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.

7. *Capital Contributions, Capital Accounts and Liability of Members.*

(a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on *Schedule A*, hereto. Additional capital contributions may be made by any Member if agreed to by all Members.

Except as otherwise provided in this Section 7, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(b) A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended ("I.R.C."). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions, *provided, however*, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

8. *Return of Contributions.* The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

9. *Share of Net Profits, Net Losses and Cash Distributions.*

(a) During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be distributed among the Members in proportion to their respective percentage interest. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 9(b)) in proportion to and to the extent of such positive balances.

A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the I.R.C., allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

(c) For taxable years of the LLC that commence prior to the effective date of the provisions of the of the Bipartisan Budget Act of 2015 amending subchapter C of Chapter 63 of the I.R.C. (the "BBA Amendments"), Beth Business shall be the "tax matters partner" of the LLC for purposes of the I.R.C. For taxable years of the LLC to which the BBA Amendments apply, Beth Business shall be the "partnership representative" for purposes of the I.R.C.

(d) No Member shall have any right to distributions respecting his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

10. *Substitution and Assignment of a Member's Interest; Resignation; Additional Members.*

(a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

(b) No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

(c) A Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members.

(d) Additional Members may be admitted to the LLC if agreed to by all Members.

11. *Miscellaneous.*

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members and their duly authorized representatives shall, at all reasonable times, have access to such books.

(b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year [unless I.R.C. § 706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year].

(c) The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation, which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.

(d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.

(e) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.

(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC in his, her or its capacity as a Member.

(i) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that, during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

(j) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

MEMBERS:

Steven Chen

Guo Biao Wu

Massachusetts Business Information
ATTESTATION OF INABILITY TO OBTAIN CERTIFICATE OF GOOD STANDING
FROM DEPT OF UNEMPLOYMENT ASSISTANCE PRIOR TO HIRING
EMPLOYEES

Holyoke Wilds, LLC.

I hereby attest that Holyoke Wilds, LLC (“Holyoke Wilds”) has yet to hire any employees as of August 9, 2021. As such, Holyoke Wilds is unable to register with the Massachusetts Department of Unemployment Assistance in order to provide a Certificate of Good Standing (Compliance).

Holyoke Wilds will register with the Department of Unemployment Assistance in order to obtain this documentation upon commencement of hiring employees.

Sincerely,



Steven Chen
Holyoke Wilds, LLC
Owner and Person with Direct Authority

Holyoke Wilds, LLC
Summary Business Plan

Vision	Holyoke Wilds seeks to be on the cutting edge of the Massachusetts adult-use cannabis market by cultivating the highest quality strains in our state-of-the-art facility. We will also perform manufacturing on-site, initially focusing on pre-rolls.
Company description	Located in Holyoke, MA, Holyoke Wilds is a Massachusetts company founded in 2021 seeking to add variety, quality, and value to the state cannabis market from the supply cultivation side, while also bringing jobs and vitality to the Holyoke industrial district.
Team	The founders will be leading a team of experienced cultivators, manufacturers, security personnel, and highly experienced managers and business owners.
Industry Analysis	<p>While growing rapidly, the Massachusetts cannabis market is far from saturated and is in need of additional licensed cultivators to supply a growing diversity of product.</p> <p>Massachusetts total gross sales since retailers opened is \$1.55 billion as reported by the CCC. We expect this market to continue to grow and demand for quality flower and well-made pre-rolls to increase.</p>

Target Market	Holyoke Wilds will target experienced cannabis consumers seeking variety and quality, as well as novice consumers or the canna-curious. While based in Holyoke, Holyoke Wilds anticipates state-wide distribution via delivery services and wholesale partners.
Competitive Advantage	<p>Holyoke Wilds's state-of-the-art facility in Holyoke, the company's master growers and genetics library, and the focus on small batch, high quality flower will set Holyoke Wilds apart from the competition.</p> <p>Holyoke Wilds will implement carefully thought out standard operating procedures and constantly improve its processes to improve quality and efficiency.</p>

PLAN TO OBTAIN LIMITED LIABILITY INSURANCE.

Holyoke Wilds plans to seek insurance brokers that already have experience with the cannabis industry. This allows us to get a better understanding regarding requirements, premiums and coverage. We are obtaining quotes for coverage meeting the Cannabis Control Commission standards and requirements, through Canngen Insurance for general and product liability. These quotes are not binding due to our licensing process, but provide realistic figures to work into our financial projections. We are confident we can secure our insurance requirements, contingent on licensing, and we will ensure that coverage is in effect prior to commencing operations. Holyoke Wilds will meet all insurance requirements set by the Commission and acquire coverage that includes general liability and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

PLAN TO RESTRICT ACCESS TO 21 YEARS OF AGE.

As a cultivation facility Holyoke Wilds will not offer access to the general public. Under no circumstances will an individual under the age of 21 be granted into the premises of the facility. In the event Holyoke Wilds discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Holyoke Wilds will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Holyoke Wilds 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. Holyoke Wilds will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Holyoke Wilds will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(7), any marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana."

Pursuant to 935 CMR 500.105(6)(b), Holyoke Wilds packaging for any marijuana or marijuana products will be packaged in child resistant packaging, and 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. Holyoke Wilds's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

No marijuana will be visible from outside the cultivation facility and full perimeter and facility video surveillance will detect and prevent diversion. All access points, such as doors and windows, will be hardened and secured.

QUALITY CONTROL AND TESTING PROCEDURES.

QUALITY CONTROL

Holyoke Wilds will comply with the following sanitary requirements:

1. Any Holyoke Wilds agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Holyoke Wilds 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. Holyoke Wilds's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Holyoke Wilds's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Holyoke Wilds's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Holyoke Wilds 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. Holyoke Wilds's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Holyoke Wilds's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Holyoke Wilds's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Holyoke Wilds will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Holyoke Wilds will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;

12. Holyoke Wilds's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Holyoke Wilds will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Holyoke Wilds 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. Holyoke Wilds 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.

Holyoke Wilds's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Holyoke Wilds will ensure that Holyoke Wilds's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements. Holyoke Wilds 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 Holyoke Wilds 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.

When processing marijuana, Holyoke Wilds will comply with the requirements of 935 CMR 500.105(3) and shall process the leaves and flowers only, and shall ensure that the marijuana is well-cured, free of seeds and stems, free of dirt, sand, debris, and other foreign matter, and free of contamination by mold, rot, fungus, or pests. as required by 105 CRM 500.00 and, if applicable, 105 CMR 590.000: State Sanitary Code Chapter X. Processing and packaging of marijuana will be done in a secure area on food-grade stainless steel tables, and the agents will not touch the marijuana with their bare hands.

TESTING

Holyoke Wilds will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Holyoke Wilds's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Holyoke Wilds's 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 DPH, or relevant successor protocols..

Holyoke Wilds's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Holyoke Wilds 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.

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 Holyoke Wilds's 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 Holyoke Wilds for disposal or by the Independent Testing Laboratory disposing of it directly. Any marijuana products with testing dates in excess of one year in the past will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

Should laboratory results indicate contaminant levels above acceptable limits established in the DPH protocols identified in 935 CMR 500.160, Holyoke Wilds will notify the CCC within 72 hours if such results indicate that the contamination cannot be remediated, and the production batch will be destroyed and disposed of properly, in accordance with 935 CMR 500.105(12). Such a notification will include a proposed plan for destruction of the product, and assessment of the source of contamination. A failed batch may be submitted for reanalysis pursuant to 935 CMR 500.160(13), but any marijuana that fails the second test may not be sold or transferred without first being remediated. If remediation of contamination is possible, Holyoke Wilds will re-submit a batch sample for testing after remediation efforts have been made. If Holyoke Wilds reasonably believes that a failed test was in error, they may submit a batch sample for re-testing to an ITL other than the laboratory which provided the initial failed result. Any failing marijuana may be remediated a maximum of two times. If the marijuana fails testing after the second remediation, it must be destroyed in compliance with 935 CMR 500.105(12).

Should voluntary or mandatory recalls of marijuana may be made by either Holyoke Wilds or the CCC in order to remove defective, or potentially defective marijuana products from the market in an effort to promote public health and safety, Holyoke Wilds will follow an established set of written policies to effect such a recall. Any outdated, spoiled, damaged, deteriorated, mislabeled or contaminated inventory will be destroyed and disposed of as per 935 CMR 500.105(12).

PERSONNEL POLICIES AND BACKGROUND CHECKS.

Holyoke Wilds will securely maintain personnel records, including registration status and background check records. Holyoke Wilds will keep, at a minimum, the following personnel records:

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

AGENT BACKGROUND CHECKS

In addition to completing the Commission's agent registration process, all agents hired to work for Holyoke Wilds will undergo a detailed background investigation prior to being granted access to a Holyoke Wilds facility or beginning work duties, as required under 935 CMR 500.030 and 935 CMR 500.101(1)(b) and in compliance with M.G.L. c. 6 section 172. Such documentation will be maintained within each agent's personnel record.

Background checks will be conducted on all agents in their capacity as employees or volunteers for Holyoke Wilds pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Holyoke Wilds 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, Holyoke Wilds 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, Holyoke Wilds will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.

- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

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 Holyoke Wilds or the Commission.

PERSONNEL POLICIES AND TRAINING

As outlined in Holyoke Wilds's 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 Holyoke Wilds agents are required to complete training as detailed in Holyoke Wilds's Qualifications and Training plan which includes but is not limited to the Holyoke Wilds's strict alcohol, smoke and drug-free workplace policy, 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.

Holyoke Wilds 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 Holyoke Wilds 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.

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 Holyoke Wilds 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 Training 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 manager or members of the executive management team.

JOB DESCRIPTIONS

- Cultivation Manager
 - Responsible for day-to-day cultivation operations and development and oversight of strategy, policies and procedures.
- Cultivation Assistant
 - Under direction of Cultivation Manager, assists in all aspects of cultivation operations.
- Processing Assistant
 - Under direction of Cultivation Manager, responsible for drying, trimming, curing and similar duties.
- Warehouse Manager
 - Responsible for inventory control and managing incoming and outgoing shipments.
- Sales & Marketing
 - Responsible for establishing and maintaining wholesale accounts and sales relationships.
- Administrative Assistant
 - Responsible for back office recordkeeping, assists with compliance, and assists management and executives as needed.
- Executives
 - Responsible for creation of strategy and policy, hiring, training, disciplinary actions, security policy, finances, compliance, and all other executive-level management.
- Security
 - Monitor security systems and cameras, verify identification and authorization of anyone seeking access to the facility, escort visitors, respond to alarms or emergency situations.

RECORD KEEPING POLICIES.

General Overview

Holyoke Wilds 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 Holyoke Wilds documents. Records will be stored at Holyoke Wilds 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 Holyoke Wilds 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 Holyoke Wilds's quarter-end closing procedures. In addition, Holyoke Wilds's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

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

1. Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
2. Third-Party Contracts
3. Commission Requirements:
 - Annual Agent Registration and training
 - Annual Marijuana Establishment Registration
4. Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
5. Corporate Governance:

- Annual Report
- Secretary of State Filings

Business Records:

Records that require ongoing maintenance and updates. These records will be prepared in accordance with Generally Accepted Accounting Principles (GAAP), and can be electronic or hard copy (preferably electronic) and at minimum include:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products;
5. Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Holyoke Wilds, including members, if any.

Personnel Records: At a minimum will include:

1. Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Holyoke Wilds 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.

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures, including a Code of Ethics, as Whistleblower policy, and a policy which notifies persons with disabilities of their rights and includes provisions prohibiting discrimination and providing reasonable accommodation; and
5. All background check reports obtained in accordance with 935 CMR 500.030; and
6. Pursuant to 803 CMR 2.04: iCORI Registration, shall retain a Criminal Offender Record Information (CORI) report and any other background check information required by the CCC..

Handling and Testing of Marijuana Records

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

Inventory Records

1. The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

Seed-to-Sale Tracking Records

1. Holyoke Wilds will use Metrc to maintain real-time inventory. Metrc inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Incident Reporting Records

1. Within ten (10) calendar days, Holyoke Wilds will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Holyoke Wilds for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Visitor Records

1. A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Waste Disposal Records

1. When marijuana or marijuana products are disposed of, Holyoke Wilds will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Holyoke Wilds agents present during the disposal or handling, with their signatures, in compliance with 935 CMR 500.105(12). Holyoke Wilds 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

1. A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

2. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

3. Security system recordings will be maintained in a secure location to prevent loss, theft, alteration, or destruction.

4. A copy of all security plans and procedures to be shared with law enforcement.

Transportation Records

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

Agent Training Records

1. Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Closure

1. In the event 620Industries closes, all records will be kept for at least two (2) years at Holyoke Wilds's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Holyoke Wilds 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 Holyoke Wilds's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

1. Security measures in compliance with 935 CMR 500.110;
2. Agent security policies, including personal safety and crime prevention techniques;
3. A description of Holyoke Wilds's 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.
4. Storage of marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;

7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160, and retention of laboratory testing results;
8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained;
12. 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 Holyoke Wilds 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.
13. A list of all executives of Holyoke Wilds, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Holyoke Wilds's website.
14. Policies and procedures for the handling of cash on Holyoke Wilds premises including but not limited to storage, collection frequency and transport to financial institution(s).
15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
16. 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.

17. Policies and procedures to promote workplace safety consistent with OSHA standards, including plans to identify and address any biological, chemical, or physical hazards, including a hazard communication plan, personal protective equipment assessment, fire protection plan, and an emergency action plan.

Record-Retention Holyoke Wilds will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Deficiency Statements: After an inspection in which a violation is observed or determined to have occurred, the CCC deficiency statement citing every violation will be retained by Holyoke Wilds for no less than two (2) years.

MAINTENANCE OF FINANCIAL RECORDS POLICY.

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 1. Assets and liabilities;
 2. Monetary transactions;
 3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 4. Sales records including the quantity, form, and cost of marijuana products;
 5. Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 1. Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 2. Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 3. Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
 4. Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 5. 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;
 6. If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data

collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
 1. 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);
 2. Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations;
 3. Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.
 4. Local, state and federal tax payments.

All financial records shall be retained for a minimum of two years following closure of the business and shall be accessible to the CCC as per 935 CMR 500(105)(9)(g).

DIVERSITY PLAN.

Holyoke Wilds has created a Diversity Plan that includes goals, programs, and metrics designed to create a diverse, inclusive and equitable workplace.

Acknowledgments

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

Goal

1. Promote equity by hiring and retaining diverse individuals for at least 30% of our workforce, which will consist of a combination of minority (50%), women (26%), veterans (8%), individuals with disabilities (8%) and individuals who identify as LGBTQ+ (8%).
2. Source 30% of contracts to diverse vendors and use best efforts to ensure the company maintains the following diversity percentages: 50% minority, 26% women, 8% veterans, 8% individuals with disabilities, and 8% individuals who identify as LGBTQ+.

Program

Holyoke Wilds will accomplish this goal through the following actions:

Hiring:

- Encouraging current Holyoke Wilds employees from diverse groups to refer applicants for employment;
- Advertising employment opportunities and career fairs in diverse publications or other mediums, including bilingual newspapers/platforms, networking groups for minorities and posting job options on public boards. Such publications may include El Sol Latino, Holyoke Sun, Daily Hampshire Gazette, Valley Advocate, and ads will encourage applications from diverse/minority/bilingual/female/disabled/LGBTQ+ candidates.
 - Advertising for most positions will occur 60-90 days prior to our anticipated commence operations date. Once operational, at least one (1) advertisement will occur whenever a job becomes available;
- The advertising of job opportunities will not impose unnecessary or excessive educational, or other, requirements that create barriers to employment.

Contracts:

- Utilize the Supplier Diversity Office directory of certified diverse businesses to identify potential wholesalers, contractors and vendors who meet the diversity criteria.
- Train managers on contracting with diverse businesses.

Metrics and Reporting

Management will be responsible for auditing the Diversity Plan annually prior to license renewal. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

Hiring:

- Employment data, including information on representation in the workforce in all job classifications; average salary ranges; recruitment and training information; and retention and outreach efforts;
- A comprehensive description of all efforts made by Holyoke Wilds to deploy, monitor and enforce the Diversity Plan;
- Number of diverse individuals who were hired and retained after the issuance of a license;
- Number of promotions for diverse individuals since initial licensure;
- Number of total positions created since initial licensure;
- Number of and type job postings and recruitment efforts with supporting documentation.

Contracting:

- Contracting data will be collected for each contracting partner that includes the type of business, the diversity certification or status of the ownership of that business and the nature of Holyoke Wild's relationship with that partner;
- Methods used for identifying diverse suppliers;
- Actual numbers and percentages of total contracting relationships constituting diverse businesses.

QUALIFICATIONS AND INTENDED TRAINING.

Holyoke Wilds will ensure that all employees hired to work at a Holyoke Wilds 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

Holyoke Wilds will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Holyoke Wilds discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Holyoke Wilds 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 Holyoke Wilds's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

All of Holyoke Wilds's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Holyoke Wilds's new, nonadministrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Holyoke Wilds's owners, managers, and employees will then successfully complete the program once every year thereafter. Holyoke Wilds 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. Holyoke Wilds's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;

4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability and license sanctions and court sanctions;
 - d. Waste disposal and health and safety standards;
 - e. Patrons prohibited from bringing marijuana onto licensed premises;
 - f. Permitted hours of sale and conduct of establishment;
 - g. Permitting inspections by state and local licensing and enforcement authorities;
 - h. Licensee responsibilities for activities occurring within licensed premises;
 - i. Maintenance of records and privacy issues; and
 - j. Prohibited purchases and practices.

Energy Compliance Plan

Energy and resource conservation are core operational priorities for Holyoke Wilds ("HW"). HW is committed to implementing best management practices as determined by the Cannabis Control Commission ("CCC") to reduce energy and water usage, engage in energy conservation, and mitigate environmental impacts. HW will report its energy usage to the CCC as required. The following procedures outline HW's Energy and Resource Conservation practices in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11). These initiatives will not only help in regulatory compliance, but also position HW as an industry leader in sustainable cannabis cultivation.

Identification of Potential Energy Use Reduction Opportunities

HW is dedicated to identifying and implementing energy use reduction opportunities, particularly in the context of controlled environment agriculture, where energy-intensive indoor cannabis cultivation requires robust conservation measures. Given the high energy demands of indoor cultivation, HW will proactively seek innovative solutions to enhance efficiency and sustainability. To comply with 935 CMR 500.120(11), HW will:

- Utilize LED lighting that meets the DesignLights Consortium Horticultural Qualified Products List ("DLC list"), ensuring optimal energy efficiency and plant growth.
- Implement natural lighting strategies where feasible, such as skylights or light pipes to supplement artificial lighting and reduce reliance on electricity.
- Regularly monitor and analyze energy consumption data to evaluate the effectiveness of operational changes in reducing energy consumption. This includes tracking data trends and identifying anomalies that may signal inefficiencies.
- Incorporate energy efficiency improvements during equipment replacement, facility renovations, or expansions, ensuring that all new installations align with the latest energy-saving technologies.
- Conduct periodic energy audits through Mass Save® or the Holyoke Gas & Electric Company to identify and address inefficiencies, ensuring that HW remains aligned with best practices in energy conservation.
- Train employees on best practices for energy conservation, including proper equipment usage and routine checks to ensure compliance with efficiency standards.

Consideration of Opportunities for Renewable Energy Generation

In alignment with 935 CMR 500.105(15), HW actively considers opportunities for renewable energy integration. Currently, HW's facility in Holyoke, Massachusetts, benefits from 100% hydroelectric power supplied by the Holyoke Dam. To further expand its renewable energy usage and reduce dependence on external sources, HW will:

- Evaluate the feasibility of installing solar photovoltaics on facility rooftops or participating in a community solar project, allowing HW to contribute to and benefit from locally generated renewable energy.
- Incorporate renewable energy options as part of facility expansions or major equipment replacements, ensuring that future developments align with sustainability goals.

- Explore participation in renewable energy credit programs or green power purchasing agreements to further offset its carbon footprint.

Employing Strategies to Reduce Electric Demand

To optimize electricity demand and comply with 935 CMR 500.105(15), HW will implement the following demand reduction strategies:

- Utilize automated lighting schedules to align energy consumption with cultivation cycles and occupancy levels, ensuring that energy is only used when necessary.
- Engage in active load management programs that enable real-time energy use adjustments based on operational needs and peak demand periods.
- Assess energy storage solutions, such as battery storage systems, to enhance load flexibility and provide backup power during peak demand periods, reducing strain on the grid.
- Participate in demand-response initiatives where feasible, adjusting electricity consumption during peak demand periods to reduce strain on the grid and contribute to overall energy stability.
- Optimize HVAC and dehumidification system scheduling to align with the most energy-efficient usage patterns while maintaining optimal plant growth conditions.

Engagement with Energy Efficiency Programs

HW will maintain an active partnership with energy efficiency programs as required under M.G.L. c. 25, § 21. In collaboration with Mass Save® and Holyoke Gas & Electric, HW will:

- Request an energy efficiency audit to identify conservation opportunities and upgrade energy-intensive equipment, ensuring ongoing compliance with the latest efficiency standards.
- Leverage financial incentives and rebates for installing high-efficiency lighting, HVAC, and dehumidification systems, reducing overall operational costs while enhancing sustainability.
- Stay informed on new energy-saving opportunities and programs through continued engagement with program representatives and vendors, ensuring that HW remains at the forefront of energy-efficient cannabis cultivation.

Other Considerations

To ensure ongoing compliance and operational efficiency, HW will:

- Maintain detailed operations manuals and procedures for all major energy-using equipment, including lighting, HVAC, and dehumidification systems.
- Conduct regular maintenance and calibration of all energy-intensive equipment to optimize performance and longevity, preventing unnecessary energy waste due to malfunctioning or inefficient systems.
- Engage a Massachusetts-licensed engineer or architect to issue an energy compliance letter prior to final licensure, in accordance with 935 CMR 500.120(11), ensuring that HW remains in full compliance with state energy regulations.

- Submit annual reports on energy and water usage as required for license renewal, including a breakdown of consumption data over the preceding 12-month period, demonstrating HW's commitment to transparency and continuous improvement in energy efficiency.

By implementing these strategies, HW ensures its operations remain environmentally responsible, energy-efficient, and fully compliant with CCC regulations. Through its proactive approach to sustainability, HW not only meets regulatory requirements but also fosters a long-term commitment to reducing environmental impact and promoting responsible cannabis cultivation.