



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282115
Original Issued Date: 04/16/2022
Issued Date: 02/27/2025
Expiration Date: 04/16/2026

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
Role: Owner / Partner
Percentage Of Control: 50
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 Cultivator
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 Cultivator
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

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 | 6772ee59e5a906000852d8e2 | 12/30/2024 |
| Plan to Remain Compliant with Local Zoning | 2025plantoremaincompliant.pdf | pdf | 67a0e84a07039dd286059c3f | 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 | 6182c8813982c731eb1c6038 | 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 |
|--|---|------|--------------------------|-------------|
| Articles of Organization | Holyoke Wilds Certificate of Organization.pdf | pdf | 6122bf2dab67390764398b72 | 08/22/2021 |
| Department of Revenue - Certificate of Good standing | Holyoke Wilds DOR Cert Good Standing.pdf | pdf | 6122bf370f4d6c075e3d667a | 08/22/2021 |
| Bylaws | Holyoke Wilds LLC Operating Agreement.pdf | pdf | 6122bf710b068e0732626855 | 08/22/2021 |
| Secretary of Commonwealth - Certificate of Good Standing | Holyoke Wilds LLC SOC Cert Good Standing.pdf | pdf | 6122bf85e014b807395c0f3f | 08/22/2021 |
| Department of Revenue - Certificate of | Holyoke Wilds Unemployment | pdf | 6122bf8ea82c5807742a2d31 | 08/22/2021 |

Good standing Assistance Attestation.pdf

Certificates of Good Standing:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Department of Revenue - Certificate of Good standing | certofgoodstanding_masseptrev.pdf | pdf | 67867e089671eda534b5d6d9 | 01/14/2025 |
| Secretary of Commonwealth - Certificate of Good Standing | certofgoodstanding_secofgoodstanding_RS.pdf | pdf | 67867e159671eda534b5d6ed | 01/14/2025 |
| Department of Unemployment Assistance - Certificate of Good standing | atdu2025.pdf | pdf | 67867e269671eda534b5d756 | 01/14/2025 |

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 | 6122c33142744807726e0e0d | 08/22/2021 |
| Plan for Liability Insurance | Plan to Obtain Limited Liability Insurance.pdf | pdf | 6122c34c38fd570794513c3f | 08/22/2021 |
| Proposed Timeline | timeline2025PM.pdf | pdf | 67867ed56bb92815d0905319 | 01/14/2025 |
| Capitalization Table | Capitalization Table for Holyoke Wilds.pdf | pdf | 67a0e88607039dd286059cb7 | 02/03/2025 |
| Operating Agreement or Articles of Incorporation | Attestation of Holyoke Wilds.pdf | pdf | 67a0e88c07039dd286059ccb | 02/03/2025 |

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Restricting Access to age 21 and older | Plan to Restrict Access to 21 Years of Age.pdf | pdf | 6122c385d905310789adda1a | 08/22/2021 |
| Security plan | Security Plan.pdf | pdf | 6122c39538fd570794513c45 | 08/22/2021 |
| Prevention of diversion | Prevention of Diversion Plan.pdf | pdf | 6122c3a1ab67390764398b8a | 08/22/2021 |
| Storage of marijuana | Storage Plan.pdf | pdf | 6122c464a82c5807742a2d49 | 08/22/2021 |
| Transportation of marijuana | Transportation Plan.pdf | pdf | 6122c48ed64352077f3bc8f6 | 08/22/2021 |
| Inventory procedures | Inventory Plan.pdf | pdf | 6122c49be14091076975135a | 08/22/2021 |
| Maintaining of financial records | Maintenance of Financial Records Policy.pdf | pdf | 6122c4e70f4d6c075e3d668d | 08/22/2021 |
| Diversity plan | Diversity Plan.pdf | pdf | 6122c5030b068e073262686c | 08/22/2021 |

| | | | | |
|--|---|-----|--------------------------|------------|
| Safety Plan for Manufacturing | Manufacturing Safety Plan.pdf | pdf | 6122c6000f4d6c075e3d6691 | 08/22/2021 |
| Method used to produce products | Methods of Production.pdf | pdf | 6122c60f0b068e0732626872 | 08/22/2021 |
| Plan to Obtain Marijuana | Plan to Obtain Marijuana.pdf | pdf | 6122c68538fd570794513c4f | 08/22/2021 |
| Types of products Manufactured. | Types of Products Manufactured_revised.pdf | pdf | 6182d5c1d8c16731dcbdf131 | 11/03/2021 |
| Sample of unique identifying marks used for branding | Unique Mark draft.pdf | pdf | 6185a35de3155f31cafcd525 | 11/05/2021 |
| Energy Compliance Plan | Energy Compliance Plan 25a.pdf | pdf | 67a0e8aa07039dd286059d02 | 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.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

| Document Category | Document Name | Type | ID | Upload Date |
|-------------------|----------------|------|--------------------------|-------------|
| | 2024 nadoc.pdf | pdf | 65c79f80f8aae30009778a68 | 02/10/2024 |

Name of Item: N/A

Item Type: Flower

Item Description: Currently, Holyoke Wilds is not operational and the information requested here is not applicable.

HOURS OF OPERATION

| | |
|-------------------------|-----------------------|
| Monday From: 9:00 AM | Monday To: 5:00 PM |
| Tuesday From: 9:00 AM | Tuesday To: 5:00 PM |
| Wednesday From: 9:00 AM | Wednesday To: 5:00 PM |
| Thursday From: 9:00 AM | Thursday To: 5:00 PM |
| Friday From: 9:00 AM | Friday To: 5:00 PM |
| Saturday From: 9:00 AM | Saturday To: 5:00 PM |
| Sunday From: Closed | Sunday To: Closed |

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.

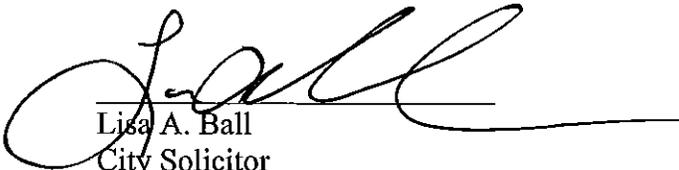
3. Executive and Administrative time associated with Host Community Agreement (“HCA”) negotiations.
4. Planning staff time to facilitate permitting; other staff time related to public hearings/meetings on permits/licenses for Establishment operations.
5. Traffic studies and/or mitigation review and implementation, 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
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.

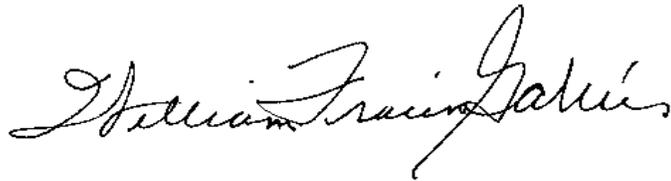
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**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



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

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



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

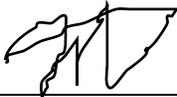
Massachusetts Business Information
ATTESTATION OF INABILITY TO OBTAIN CERTIFICATE OF GOOD STANDING
FROM DEPT OF UNEMPLOYMENT ASSISTANCE PRIOR TO HIRING
EMPLOYEES

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.

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.

MANUFACTURING SAFETY PLAN.

Holyoke Wilds has created safety policies and procedures to ensuring the best safety practices at all times throughout all facilities and operations. The policies will be strictly enforced. All agents will comply with all applicable safety regulations as listed in the Standard Operating Procedures ("SOPs") as a condition of employment. Safety training will be provided as often as necessary and annually at a minimum.

All facilities will be inspected quarterly by the Production Managers to identify potential hazards using the OSHA Self-Inspection Checklist.

Copies of Material Safety Data Sheets ("MSDS") for all hazardous chemicals to which agents may be exposed will be available on the intranet and by hard copy in each chemical storage area of the operating unit in a designated MSDS binder. Sample documents include accident report forms, a safety rule violation notice, and the OSHA Self-Inspection Checklist.

Safety rules address accident and hazard reporting, drug and alcohol use, driving, work-related injuries and the required use of Personal Protective Equipment ("PPE"). Enforcement measures and disciplinary actions are to be implemented in response to safety rule violations. Emergency situations including chemical spill response will be handled by local emergency response agencies in accordance with the company's emergency and incident response SOPs.

General Safety Rules

- Accident Reporting - All accidents will be reported to a manager immediately. Safety incidents will also be reported to the Commission within 24 hours of occurring.
- Hazard Reporting - Agents will notify a manager immediately of any hazard, unsafe condition and/or practice.
- Alcohol and Drugs - No illegal drugs or alcohol will be allowed on the worksite. Agents will notify a manager if they are taking any prescription drugs that might affect their work performance. The use of prescribed medication will be

accommodated by the company to every extent possible. Please refer to the company's Alcohol and Drug-Free Workplace Plan for further details.

- Driving - While driving a company vehicle or driving a personal vehicle for company business, agents will obey traffic laws and signs at all times. Seat belt use is required and agents will obey posted speed limits.
- Lifting - When agents are required to lift an item, they should always seek mechanical means (fork lift, lift table, pallet jack, etc.) first. If an item will be lifted manually, agents will refer to the lifting safety rules before performing the task.
- Falls - When working above a lower level with unprotected sides, edges, or openings, agents will protect themselves by use of guardrails or an approved personal fall-arrest system.
- Personal Protective Equipment - Appropriate Personal Protective Equipment ("PPE") will be worn at all times during hazardous operations. If an agent has any questions or needs PPE, they will notify a manager and reference the PPE job hazard analysis. Agents are required to wear approved eye and face protection when sawing, grinding, drilling, using air tools or performing any other task that could generate flying debris. When working with chemicals, agents will wear the required protective eyewear. Gloves will be worn when handling metal, rough wood, fiberglass and other sharp objects. Hard hats will be provided when there are overhead hazards. Appropriate footwear, long sleeved shirts, long pants, high-visibility vest, etc., should also be worn as required.

Fire Safety

- The Holyoke Wilds facility will comply with all local fire codes. Flammable materials will be stored in a fire cabinet properly labeled for first responder identification and all areas of egress will have proper signage. Fire extinguishers must be maintained annually and all agents must be properly trained in fire prevention and mitigation measures.

Hazard Communication Policy

- Container Labeling - It is the policy of the company that no container will be released for use unless it has a complete label. Managers will ensure that secondary containers, such as spray bottles, have complete labels. Either (1) a copy of the original

manufacturer's label will be made and placed on the secondary container, or (2) the minimal information bulleted above will be placed on the container in permanent ink. The unit managers or their designee will verify that all cannabis containers kept onsite will clearly list contents on the label: (1) Product Name; (2) Hazard warnings; and (3) Manufacturer's name and address.

- Material Safety Data Sheets - Copies of Material Safety Data Sheets ("MSDSs") for all hazardous chemicals to which agents of Holyoke Wilds may be exposed will be available on the intranet and by hard copy in each chemical area of the department in a binder designated "MSDS Sheets." Agents are required to read MSDSs for the chemicals they use.
- Training - Managers are responsible for conducting job specific hazard training on chemicals used by their agents. After attending training, each agent will sign a form to verify that he or she attended the training, received written materials, and understands the company policies on hazard communication.
- Hazardous Chemicals List - The company will maintain a current list of all the chemicals and products used at the company within their unit. This list is kept in the front of the MSDS book. Each chemical entry on the inventory list has a corresponding MSDS available for providing specific hazard information and personal protective measures.

Emergency Action Procedures

- All agents and employees will be trained on the company's policies and procedures regarding Disaster plan procedures (i.e., flood, fire, tornado, violent crime, etc).

Record Keeping

- The company shall maintain complete and current records of all specific policies and procedures, all trainings conducted, and documentation on any safety incidents that may occur.
- After any safety incident, company management shall thoroughly review the causes, responses, and consequences of the incident and shall assess whether any modifications should be made to the applicable safety policy.

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.