



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR283011  
Original Issued Date: 06/21/2021  
Issued Date: 08/11/2022  
Expiration Date: 08/12/2023

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: East Boston Bloom, LLC

Phone Number: 386-315-0486  
Email Address: gio@primetimecap.com

Business Address 1: 71 Maverick Square  
Business City: East Boston  
Business State: MA  
Business Zip Code: 02128  
Business Address 2:  
Mailing Address 1: 71 Maverick Sq  
Mailing City: East Boston  
Mailing State: MA  
Mailing Zip Code: 02128  
Mailing Address 2:

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

## PRIORITY APPLICANT

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

## RMD INFORMATION

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

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 12.5  
Role: Owner / Partner  
First Name: Julius  
Percentage Of Control: 12.5  
Other Role:  
Last Name: Sokol  
Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 25

Percentage Of Control:

25

Role: Owner / Partner

Other Role:

First Name: Luis

Last Name: Vasco

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 25

Percentage Of Control:

25

Role: Owner / Partner

Other Role:

First Name: Steven

Last Name: Vasco

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control:

Role: Board Member

Other Role:

First Name: Gregory

Last Name: Crowe

Suffix:

Gender:

User Defined Gender:

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control:

Role: Executive / Officer

Other Role:

First Name: James

Last Name: Skubic

Suffix:

Gender:

User Defined Gender:

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: Percentage Of Control:

Role: Executive / Officer

Other Role:

First Name: Giovanni

Last Name: Norero

Suffix:

Gender:

User Defined Gender:

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: Percentage Of Control:  
Role: Executive / Officer Other Role:  
First Name: Max Last Name: Albert Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

Percentage Of Ownership: Percentage Of Control:  
Role: Board Member Other Role:  
First Name: Roger Last Name: Dent Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 9

Percentage Of Ownership: Percentage Of Control:  
Role: Board Member Other Role:  
First Name: Kevin Last Name: Mahoney Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 10

Percentage Of Ownership: Percentage Of Control:  
Role: Board Member Other Role:  
First Name: John Last Name: Bell Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 11

Percentage Of Ownership: Percentage Of Control:  
Role: Board Member Other Role:  
First Name: Mong Tak Last Name: Lau Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 50 Percentage of Ownership: 50  
Entity Legal Name: Bloom Market Garden, Inc. Entity DBA: DBA  
City: City:  
Entity Description: Holding company for controlling interest in East Boston Bloom, LLC

**Foreign Subsidiary Narrative:**

Entity Phone: Entity Email: Entity Website:  
Entity Address 1: Entity Address 2:  
Entity City: Entity State: Entity Zip Code:  
Entity Mailing Address 1: Entity Mailing Address 2:  
Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

**Relationship Description:** Bloom Market Garden, Inc. holds 50% of the membership interests in the Marijuana Establishment applicant East Boston Bloom, LLC. The manor in which authority is exercised is by virtue of the appointment of Julius Sokol and Primetime Massachusetts Retail, LLC as managing members of East Boston Bloom, LLC.

**Entity with Direct or Indirect Authority 2**

Percentage of Control: 50 Percentage of Ownership: 50  
Entity Legal Name: Maverick Dispensary Entity DBA: DBA  
City:

**Entity Description:** Holding company for controlling interest in East Boston Bloom, LLC

**Foreign Subsidiary Narrative:**

Entity Phone: Entity Email: Entity Website:  
Entity Address 1: Entity Address 2:  
Entity City: Entity State: Entity Zip Code:  
Entity Mailing Address 1: Entity Mailing Address 2:  
Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

**Relationship Description:** Maverick Dispensary holds 50% of the membership interests in the Marijuana Establishment applicant East Boston Bloom, LLC. The manor in which authority is exercised is by virtue of the appointment of Steve Vasco as the managing member of East Boston Bloom, LLC.

**Entity with Direct or Indirect Authority 3**

Percentage of Control: Percentage of Ownership: 50  
Entity Legal Name: Prime Time Massachusetts Retail, LLC Entity DBA: DBA  
City:

**Entity Description:** 75% direct owner of Bloom Market Garden, Inc., which in turn owns 50% of East Boston Bloom, LLC.

**Foreign Subsidiary Narrative:**

Entity Phone: 707-364-0849 Entity Email: Entity Website:  
james@primetimecap.com  
Entity Address 1: 1421 Abbot Kinney Blvd. Fl 2 Entity Address 2:  
Entity City: Venice Entity State: CA Entity Zip Code: 90291  
Entity Mailing Address 1: Entity Mailing Address 2:  
Entity Mailing City: Entity Mailing State: Entity Mailing Zip  
Code:

**Relationship Description:**

**Entity with Direct or Indirect Authority 4**

Percentage of Control: Percentage of Ownership:  
Entity Legal Name: PrimeTime Holdings, Inc. (US) Entity DBA: DBA City:

**Entity Description:** 100% Owner and Managing Member of PrimeTime Massachusetts Retail LLC

**Foreign Subsidiary Narrative:**

Entity Phone: 707-364-0849 Entity Email: james@primetimecap.com Entity Website:

Entity Address 1: 1421 Abbot Kinney Blvd. Fl 2  
 Entity City: Venice Entity State: CA  
 Entity Mailing Address 1:  
 Entity Mailing City: Entity Mailing State:  
 Relationship Description:

Entity Address 2:  
 Entity Zip Code: 90291  
 Entity Mailing Address 2:  
 Entity Mailing Zip Code:

Entity with Direct or Indirect Authority 5

Percentage of Control: Percentage of Ownership:  
 Entity Legal Name: PrimeTime Holdings, Inc. (BC) Entity DBA: DBA City:  
 Entity Description: 100% Owner of PrimeTime Holdings, Inc. (US); ultimate parent company of the new licensee  
 Foreign Subsidiary Narrative:  
 Entity Phone: 707-364-0849 Entity Email: james@primetimecap.com Entity Website:  
 Entity Address 1: 400 Burrard St Suite 1050 Entity Address 2:  
 Entity City: Vancouver Entity State: Entity Zip Code:  
 Entity Mailing Address 1: Entity Mailing Address 2:  
 Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:  
 Relationship Description:

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Julius Last Name: Sokol Suffix:  
 Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$500000 Percentage of Initial Capital: 100  
 Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 71 Maverick Square  
 Establishment Address 2:  
 Establishment City: Boston Establishment Zip Code: 02128  
 Approximate square footage of the establishment: 6100 How many abutters does this property have?: 145  
 Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting	Community Outreach Meeting Attestation	pdf	5e5ebd2956474b469c110e9c	03/03/2020

Documentation	Packet.pdf			
Plan to Remain Compliant with Local Zoning	East Boston Plan to Remain Compliant with Local Zoning.pdf	pdf	5e5ebd2a5a27c34431d18259	03/03/2020
Certification of Host Community Agreement	BloomBoston HCA Certification.pdf	pdf	5f3e86bc3595ff084fed4abb	08/20/2020

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact East Boston Bloom 8.20.20.pdf	pdf	5f3edc1187ec2b07e9c512cd	08/20/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

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

#### Individual Background Information 2

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

#### Individual Background Information 3

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

#### Individual Background Information 4

Role: Other Role:  
 First Name: Gregory Last Name: Crowe Suffix:  
 RMD Association:  
 Background Question:

#### Individual Background Information 5

Role: Other Role:  
 First Name: James Last Name: Skubic Suffix:  
 RMD Association:

**Background Question:**

**Individual Background Information 6**

**Role:**                      **Other Role:**

**First Name:** Giovanni   **Last Name:** Norero   **Suffix:**

**RMD Association:**

**Background Question:**

**Individual Background Information 7**

**Role:**                      **Other Role:**

**First Name:** Max   **Last Name:** Albert   **Suffix:**

**RMD Association:**

**Background Question:**

**Individual Background Information 8**

**Role:**                      **Other Role:**

**First Name:** Roger   **Last Name:** Dent   **Suffix:**

**RMD Association:**

**Background Question:**

**Individual Background Information 9**

**Role:**                      **Other Role:**

**First Name:** Kevin   **Last Name:** Mahoney   **Suffix:**

**RMD Association:**

**Background Question:**

**Individual Background Information 10**

**Role:**                      **Other Role:**

**First Name:** John   **Last Name:** Bell   **Suffix:**

**RMD Association:**

**Background Question:**

**Individual Background Information 11**

**Role:**                      **Other Role:**

**First Name:** Mong Tak   **Last Name:** Lau   **Suffix:**

**RMD Association:**

**Background Question:**

**ENTITY BACKGROUND CHECK INFORMATION**

**Entity Background Check Information 1**

**Role:** Partner                      **Other Role:**

**Entity Legal Name:** Maverick Dispensary, LLC                      **Entity DBA:**

**Entity Description:** Limited liability company

**Phone:** 617-416-7358                      **Email:** steven77vasco@gmail.com

**Primary Business Address 1:** 71 Maverick Square                      **Primary Business Address 2:**

**Primary Business City:** East Boston   **Primary Business State:** MA   **Principal Business Zip Code:** 02128

**Additional Information:**

### Entity Background Check Information 2

Role: Partner Other Role:  
Entity Legal Name: Bloom Market Garden, Inc. Entity DBA:  
Entity Description: Domestic profit corporation  
Phone: 781-241-3355 Email: juliussokol@gmail.com  
Primary Business Address 1: 48 Maverick Square Primary Business Address 2: Suite 3  
Primary Business City: East Boston Primary Business State: MA Principal Business Zip Code: 02128  
Additional Information:

### Entity Background Check Information 3

Role: Other Role:  
Entity Legal Name: PrimeTime Massachusetts Retail LLC Entity DBA:  
Entity Description:  
Phone: Email:  
Primary Business Address 1: Primary Business Address 2:  
Primary Business City: Primary Business State: Principal Business Zip Code:  
Additional Information:

### Entity Background Check Information 4

Role: Other Role:  
Entity Legal Name: PrimeTime Holdings, Inc. (US) Entity DBA:  
Entity Description:  
Phone: Email:  
Primary Business Address 1: Primary Business Address 2:  
Primary Business City: Primary Business State: Principal Business Zip Code:  
Additional Information:

### Entity Background Check Information 5

Role: Other Role:  
Entity Legal Name: PrimeTime Holdings, Inc. (BC) Entity DBA:  
Entity Description:  
Phone: Email:  
Primary Business Address 1: Primary Business Address 2:  
Primary Business City: Primary Business State: Principal Business Zip Code:  
Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	5e3085e3d29b0704447d4991	01/28/2020
Secretary of Commonwealth - Certificate of Good Standing	EBB Cert of Good Standing.pdf	pdf	5e9f0b76d29ad93571599bbe	04/21/2020
Bylaws	East Boston Bloom Operating Agreement 2020 05 21 FH (2).docx.pdf	pdf	5ecec2115c6c422d41afd7af	05/27/2020

Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR.pdf	pdf	5ecec21d0e32c52d2bdd3927	05/27/2020
Bylaws	Dept of Unemployment Assistance.pdf	pdf	5f3edaa75fa28707f4581402	08/20/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate Affidavit EBB - signed.pdf	pdf	62a202f95871d1000887f641	06/09/2022
Secretary of Commonwealth - Certificate of Good Standing	SOS Certificate of Good Standing.pdf	pdf	62a203835871d1000887f702	06/09/2022
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing.pdf	pdf	62a738e0eb816b00087abffb	06/13/2022

Massachusetts Business Identification Number: 001351288

Doing-Business-As Name: Boutiq

DBA Registration City: Boston

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Liability Insurance Plan 1.28.20.pdf	pdf	5e690c4ad2a4e4440583a764	03/11/2020
Business Plan	East Boston Bloom, LLC Business Plan Summary_compressed.pdf	pdf	5e9f0b5e554b033566cd39e4	04/21/2020
Proposed Timeline	Proposed Timeline 6.3.22.pdf	pdf	629a1d35eb816b0008709971	06/03/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to age 21 or older.pdf	pdf	5e690e96d2a4e4440583a77d	03/11/2020
Plan for obtaining marijuana or marijuana products	Retail Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5e690e97c51b0d43fad1e582	03/11/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5e690e989e668e468af07ceb	03/11/2020
Personnel policies including background checks	Personnel Policies Summary.pdf	pdf	5e690eb973b705467fecae75	03/11/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5e690ebaf63398441bbc0b45	03/11/2020
Quality control and testing	Procedures for Quality Control and Testing.pdf	pdf	5e690ebb8b5ea5469520f244	03/11/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5e690ebbe25eb94410039859	03/11/2020
Record Keeping procedures	Record Keeping Procedure.pdf	pdf	5e690ebc9e668e468af07cef	03/11/2020

Separating recreational from medical operations, if applicable	Colocate Separating Medical from Recreational Operations.pdf	pdf	5e690edba290f94426bda4f8	03/11/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5e690edc5a27c34431d19d58	03/11/2020
Inventory procedures	Inventory procedures summary.pdf	pdf	5e690edc44a317443c109737	03/11/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5e690eddd21b9346780e28b4	03/11/2020
Diversity plan	Diversity Plan 7.22.20.pdf	pdf	5f3e887ecc687b07b26126ec	08/20/2020
Security plan	Security Plan 7.22.20.pdf	pdf	5f3e88b8daa09e087b89e7a0	08/20/2020
Transportation of marijuana	Transportation of Marijuana 9.15.20.pdf	pdf	5f8867789ffb7838eeca00af	10/15/2020
Energy Compliance Plan	Energy Compliance Summary 12.16.20.pdf	pdf	5fe37669982b2307e19926ba	12/23/2020

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Marijuana Retailer Specific Requirements.pdf	pdf	629a13423bea2b0008d0fbb8	06/03/2022

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Marijuana Retailer Specific Requirements.pdf	pdf	629a13453bea2b0008d0fbcf	06/03/2022

### 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

Progress or Success Goal 1

**Description of Progress or Success:** While we have not yet been deemed operational, we are working toward realizing our goals. Bloom Market hopes to meet our goals in areas of disproportionate impact once we reach commence operations. We are sharing our plan for the coming year.

#### COMPLIANCE WITH DIVERSITY PLAN Diversity Progress or Success 1

**Description of Progress or Success:** While we are not yet operational, we are still working towards realizing the goals in our initial plan. We do not have any progress to report yet on these initiatives, as we do not have any employees and all of our funds have gone into the business. Instead, we are sharing what we intend to reach in the coming year.

#### HOURS OF OPERATION

<b>Monday From: 9:00 AM</b>	<b>Monday To: 7:00 PM</b>
<b>Tuesday From: 9:00 AM</b>	<b>Tuesday To: 7:00 PM</b>
<b>Wednesday From: 9:00 AM</b>	<b>Wednesday To: 7:00 PM</b>
<b>Thursday From: 9:00 AM</b>	<b>Thursday To: 7:00 PM</b>
<b>Friday From: 9:00 AM</b>	<b>Friday To: 7:00 PM</b>
<b>Saturday From: 9:00 AM</b>	<b>Saturday To: 7:00 PM</b>
<b>Sunday From: 11:00 AM</b>	<b>Sunday To: 6:00 PM</b>

## Community Outreach Meeting Attestation Form

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

I, Nicholas Spasnola, (insert name) attest as an authorized representative of East Boston Bloom, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 27, 2020 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on December 31, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on January 8, 2020 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 10, 2020 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

Tuesday, December 31, 2019

THE EAST BOSTON TIMES-FREE PRESS

LEGALS

LEGAL NOTICE  
PUBLIC NOTICE

"Notice is hereby given that a Community Outreach Meeting

for a proposed Marijuana Establishment is scheduled for Monday, January 27th, 2020 at 5:30 PM at the East Boston Public Library, 365 S. Bremen

St., Boston, MA 02128. The proposed Marijuana Retail Establishment is anticipated to be located at 69-71 Maverick Square, East Boston, MA

02128. There will be an opportunity for the public to ask questions."

12/31/19  
EB

Revere • Everett • Winthrop • Lynn • East Boston

**Independent Classifieds**

Call: 781-485-0588  
Fax: 781-485-1403

7 COMMUNITIES More Than 100

• 123  
APTS. FOR  
RENT

Revere  
6 Month Sub Lease  
Ocean Ave.  
Overlooking Revere Beach  
Heat/HW/AC Incl.  
No Fee  
\$1825. Extension Possible  
617 567 1811

• 272 GEN'L  
HELP  
WANTED

Delivery Driver, Part Time,  
Sherwin-Williams Co.,  
Medford. 25-27 hrs/wk,  
\$14.starting wage. Clean  
Nc. Pre-employment drug  
test/physical req'd. Call  
781 395 4463  
EEO

SELLING YOUR AUTO?  
Call for our 4 week  
special! Call 781-485-  
0588.

DEADLINES: For classified  
line ads, deadlines are  
Monday by 4 p.m. Call  
781-485-0588 or fax the  
ad to 781-485-1403

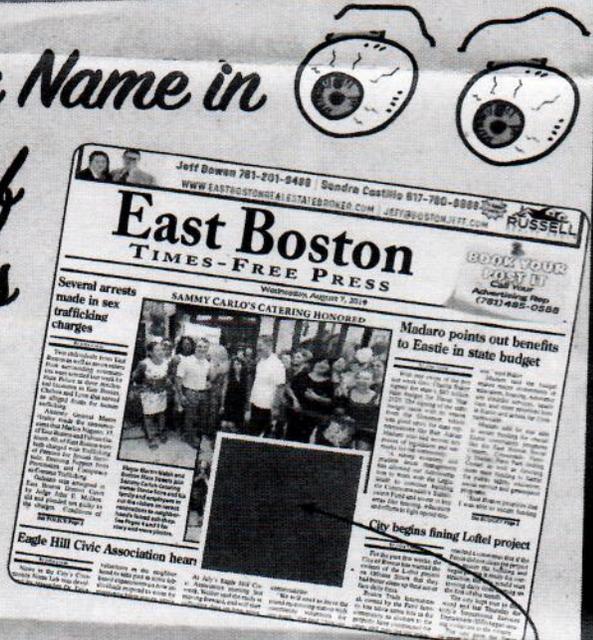
Real Estate Transactions

- BUYER 1**
- East Boston AOP LLC
  - Lai, Ann
  - 69 Falcon Prime LLC
  - 58 Frankfort Street LLC
  - Leclaire, Esther A
  - Mels 58 Lpool LLC
  - East Boston Airport LLC
  - Guadagnin, Eleonora
  - 15 Morris Street LLC
  - Griswold, Jeffery R
  - 40 West Eagle Street LLC

- SELLER 1**
- 33 Breed Street RT
  - 229 East Eagle LLC
  - Mccomiskey, Madeline
  - Appignani Lucy Est
  - Zhang, Joseph
  - Fastforwards RT
  - Deluca, Mario
  - Falcucci Properties LLC
  - Cavaleri FT
  - Pukhovitskaya, Yelena
  - Twins Real Estate LLC

Stick to It!  
with our ALL NEW  
Sticky Note

Keep Your Name in  
the eyes of  
thousands  
of loyal  
readers!



Sticky size: 3 in. x3 in.  
Shown sized to scale above  
covers approx. 2 columns

**CALL YOUR REP  
FOR MORE INFO!**  
(781) 485-0588

Copy for a Sticky  
due 2 weeks  
prior to run date

The Independent  
Newspaper Group  
is offering STICKY

Smith, Costello  
& Crawford  
Public Policy Law Group.

January 8, 2019

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, January 27<sup>th</sup>, 2020 at 5:30 PM at the East Boston Public Library, 365 S Bremen St, Boston, MA 02128. The proposed Marijuana Retail Establishment is anticipated to be located at 69-71 Maverick Square, East Boston, MA 02128. There will be an opportunity for the public to ask questions.

RECEIVED  
CITY CLERK'S OFFICE  
2020 JAN - 8 A 11: 11  
BOSTON, MA

January 8, 2019

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, January 27<sup>th</sup>, 2020 at 5:30 PM at the East Boston Public Library, 365 S Bremen St, Boston, MA 02128. The proposed Marijuana Retail Establishment is anticipated to be located at 69-71 Maverick Square, East Boston, MA 02128. There will be an opportunity for the public to ask questions.

ith, Costello  
rawford  
Policy Law Group

ess Street, Suite 420  
1A 02109

E BOSTON NEIGHBORHOOD HEALTH  
79 PARIS ST  
E BOSTON MA 2128



	21 BARNES AVE	EAST BOSTON MA	2128
	21 BARNES AVE	E BOSTON MA	2128
	21 BARNES AVE	E BOSTON MA	2128
	21 BARNES AVE	E BOSTON MA	2128
	21 BARNES AVENUE	EAST BOSTON MA	2128
TRSTS	14 HOWARD ST	ROCKLAND MA	2370
	79 PARIS ST	E BOSTON MA	2128
HEALTH	79 PARIS ST	E BOSTON MA	2128
	MAVERICK SQ	EAST BOSTON MA	2128
	36 MILLER STILE RD	QUINCY MA	2169
	21 BARNES AV	EAST BOSTON MA	2128
	119 MAVERICK ST	E BOSTON MA	2128
	210 ALLANDALE RD APT 3A	CHESTNUT HILL MA	2467
	127 MAVERICK ST	EAST BOSTON MA	2128
	14758 CALUSA PALMS DR #103	FORT MYERS FL	33919
	40 MAVERICK SQ	EAST BOSTON MA	2128
	36-38 MAVERICK SQ	EAST BOSTON MA	2128
LLC	1 SEAL HARBOR RD #916	WINTHROP MA	2152
	50 FRANKLIN ST #400	BOSTON MA	2110
	50 FRANKLIN ST #400	BOSTON MA	2110
WINTHROP MAVERICK LLC	1495 HANCOCK ST 4TH FLR	QUINCY MA	2169
	PO BOX 841001	BOSTON MA	2284
EAST BOSTON BANK	10 MERIDIAN	EAST BOSTON MA	2128
WATERTOWN MAVERICK LLC	656 MAIN ST	WATERTOWN MA	2472
	656 MAIN ST	WATERTOWN MA	2472
	3 MERIDIAN	EAST BOSTON MA	2128
	3 MERIDIAN ST	EAST BOSTON MA	2128

OWNER	MLG_ADDRESS	MLG_CITYSTATE	MLG_ZIPCODE
	12 WALTHAM ST	LEXINGTON MA	2421
	20 BONAIR AVENUE	WAKEFIELD MA	1880
	100 MARGINAL ST	EAST BOSTON MA	2128
	5 BURLINGTON WOODS DRIVE	BURLINGTON MA	1803
	146 MAVERICK ST	EAST BOSTON MA	2128
	5 BURLINGTON WOODS DRIVE	BURLINGTON MA	1803
LLC	ONE BURLINGTON WOODS DRIVE	BURLINGTON MA	1803
LLC	ST M & 13 CHELSEA ST	EAST BOSTON MA	2128
S	15 CHELSEA ST	EAST BOSTON MA	2128
	187 GREEN ST	JAMAICA PLAIN MA	2130
LLC	21 CHELSEA ST	E BOSTON MA	2128
IBC	21 CHELSEA ST #1	E BOSTON MA	2128
OVER ABIA	21 CHELSEA ST #2	E BOSTON MA	2128
	21 CHELSEA ST #3	EAST BOSTON MA	2128
	21 CHELSEA ST #4	E BOSTON MA	2128
	72 MARGINAL ST	EAST BOSTON MA	2128
LLC	156 MAVERICK ST	EAST BOSTON MA	2128
	10 GROVE ST	EAST BOSTON MA	2128
	MAVERICK ST	E BOSTON MA	2128
	159 MAVERICK ST	EAST BOSTON MA	2128
	159 MAVERICK ST #1	EAST BOSTON MA	2128
	41 BREMEN ST #2	E BOSTON MA	2128
	33 BREMEN ST #3	E BOSTON MA	2128
	21 FAIRFIELD ST	BOSTON MA	2116

	24 BREMEN ST #2	EAST BOSTON MA	2128
	302 RIVER ST	NORWELL MA	2061
	22 BREMEN ST	EAST BOSTON MA	2128
	504 COLUMBUS AVE #3	BOSTON MA	2118
	22 BREMEN ST #2	EAST BOSTON MA	2128
	22 BREMEN ST #3	EAST BOSTON MA	2128
	250 SUFFOLK AV	REVERE MA	2151
	20 BREMEN ST #1	EAST BOSTON MA	2128
	20 BREMEN ST #2	EAST BOSTON MA	2128
	20 BREMEN ST #3	EAST BOSTON MA	2128
	154 BROADWAY	SOMERVILLE MA	2143
	18 BREMEN ST #1	EAST BOSTON MA	2128
	18 BREMEN ST #2	EAST BOSTON MA	2128
	18 BREMEN ST #3	EAST BOSTON MA	2128
	193 EAST FOSTER	MELROSE MA	2176
	16 BREMEN ST	EAST BOSTON MA	2128
	317 SARATOGA ST APT #3	EAST BOSTON MA	2128
	12 BREMEN ST	EAST BOSTON MA	2128
	12 BREMEN ST	EAST BOSTON MA	2128
	10 BREMEN ST	EAST BOSTON MA	2128
	17 23 MAVERICK SQ	EAST BOSTON MA	2128
	25 MAVERICK SQ	EAST BOSTON MA	2128
	27 MAVERICK SQ #10	E BOSTON MA	2128
	27 MAVERICK SQ	E BOSTON MA	2128
	27 MAVERICK SQ #1	E BOSTON MA	2128
	27 MAVERICK SQ #2	E BOSTON MA	2128

	29 BREMEN ST #5	EAST BOSTON MA	2128
	27 BREMEN ST #6	EAST BOSTON MA	2128
	25 BREMEN ST	E BOSTON MA	2128
	23 BREMEN ST UNIT 8	EAST BOSTON MA	2128
INEVAS BREMEN ST LLC	54 PARKLAWN RD	BOSTON MA	2132
	17 BREMEN ST #10	EAST BOSTON MA	2128
	15 BREMEN ST # 11	EAST BOSTON MA	2128
	13 BREMEN ST # 12	EAST BOSTON MA	2128
	11 BREMEN ST UNIT 13	E BOSTON MA	2128
	9 BREMEN ST	EAST BOSTON MA	2128
STREET	25 STONECREST DR	SAUGUS MA	1906
STREET	25 STONECREST DR	SAUGUS MA	1906
	171 MAVERICK	EAST BOSTON MA	2128
	6 WHITTIER PL #3C	BOSTON MA	2114
	60 ORLEANS ST	EAST BOSTON MA	2128
	116 NEW MONTGOMERY ST	SAN FRANCISCO CA	94103
AND	MAVERICK ST	E BOSTON MA	2128
LLC	5 PRINCE WY	SHARON MA	2067
	66 TUSCANO AV	REVERE MA	2151
JU	149 MAVERICK ST	EAST BOSTON MA	2128
	151 MAVERICK ST	EAST BOSTON MA	2128
	153 MAVERICK ST	EAST BOSTON MA	2128
	157 MAVERICK ST	E BOSTON MA	2128
	45 GROVERS AVENUE #3	WINTHROP MA	2152
	22 BREMEN ST	EAST BOSTON MA	2128
	24 BREMEN ST #1	EAST BOSTON MA	2128

	27 MAVERICK SQ #3	EAST BOSTON MA	2128
	25-31 MAVERICK SQ	EAST BOSTON MA	2128
	130 LEISURE BLVD	POMPANO BEACH FL	33064
	25 MAVERICK SQ #6	EAST BOSTON MA	2128
	156 CHELSEA ST #102	E BOSTON MA	2128
	19 INDIAN HILL RD &	WINCHESTER MA	1890
	27 MAVERICK SQ #9	EAST BOSTON MA	2128
	37 MAVERICK SQ	E BOSTON MA	2128
	37 MAVERICK SQ	EAST BOSTON MA	2128
	70 W FOSTER ST	MELROSE MA	2176
	70 W FOSTER ST	MELROSE MA	2176
	49 MAVERICK SQ	EAST BOSTON MA	2128
	49 MAVERICK SQ	E BOSTON MA	2128
	21 BARNES AV	EAST BOSTON MA	2128
	63 MAVERICK SQ # 4	EAST BOSTON MA	2128
	63A MAVERICK SQ #7	E BOSTON MA	2128
	63 MAVERICK SQUARE #8	EAST BOSTON MA	2128
	269 HURON AVE #4	CAMBRIDGE MA	2138
	63 MAVERICK SQ #1	E BOSTON MA	2128
	63 MAVERICK SQ #5	EAST BOSTON MA	2128
	1A SAWYER LANE	SALSBURY MA	1952
	63 MAVERICK SQ #9	EAST BOSTON MA	2128
	63 MAVERICK SQ #10	EAST BOSTON MA	2128
	60 WADSWORTH ST #27F	CAMBRIDGE MA	2142
	63 MAVERICK SQ #12	EAST BOSTON MA	2128
	63 MAVERICK SQ #13	EAST BOSTON MA	2128
TR	21 BARNES AV	EAST BOSTON MA	2128

	3 MERIDIAN ST	EAST BOSTON MA	2128
	9 MERIDIAN ST	EAST BOSTON MA	2128
	111 EVERETT AVE - 2ND FL	CHELSEA MA	2150
	429 SARATOGA ST &	EAST BOSTON MA	2128
	178 TREMONT ST	BOSTON MA	2111
	178 TREMONT ST	BOSTON MA	2111
	178 TREMONT ST	BOSTON MA	2111
	35 NORWOOD AV	NEWTON MA	2459
	18 CHELSEA ST #1	EAST BOSTON MA	2128
	18 CHELSEA ST #2	EAST BOSTON MA	2128
	18 CHELSEA ST #3	EAST BOSTON MA	2128
	16 CHELSEA ST	E BOSTON MA	2128
	13 LADYSLIPPERS LANE	STOW MA	1775
	8 ALTON PL	BROOKLINE MA	2446
	21 BENNINGTON ST #1	E BOSTON MA	2128
	21 BENNINGTON ST #1	EAST BOSTON	2128
	88 PUTNAM ST	EAST BOSTON MA	2128
	33 HAMMERSMITH DR	SAUGUS MA	1906

### **Plan to Remain Compliant with Local Zoning**

The purpose of this plan is to outline East Boston Bloom, LLC (“EBB”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the cultivation and product manufacturing establishment 69-71 Maverick Square, East Boston, MA 02128 which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

69-71 Maverick Square is located in Commercial District, (CD) and properly zoned pursuant to the City of Boston Text Amendment N0. 432, specifically Section 8-7. In accordance with the City of Boston’s zoning ordinance, the marijuana establishment is not located within one half mile or 2,640 feet from another existing cannabis establishment and it is at least 500 feet from a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. This distance is measured from the nearest lot line of the proposed establishment to the nearest lot line of existing establishment or school.

EBB received approval from Neighborhood Services and the Office of Emerging Industries in February 2019. EBB received a conditional use permit from the Zoning Board of Appeals in the Fall of 2019.

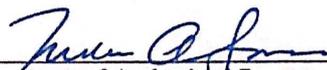
In addition to EBB remaining compliant with existing Zoning Ordinances; EBB will continuously engage with City of Boston officials to remain up to date with local zoning ordinances to remain fully compliant.

## Host Community Agreement Certification Form

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

### Applicant

I, Nicholas Spagnola, (insert name) certify as an authorized representative of East Boston Bloom, LLC (insert name of applicant) that the applicant has executed a host community agreement with Boston (insert name of host community) pursuant to G.L.c. 94G § 3(d) on \_\_\_\_\_ (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Alexis Tkachuk, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for The City of Boston (insert name of host community) to certify that the applicant and The City of Boston (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 11, 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

April 26, 2022

*SENT VIA EMAIL*

Jasmine Winn  
Boston City Hall  
1 City Hall Sq  
Boston, MA 02201-1020

RE: East Boston Bloom, LLC

Dear Ms. Winn,

As you know, East Boston Bloom, LLC (“EBB”) currently holds a Retail Marijuana Establishment License located at 69-71 Maverick Square, in East Boston. Pursuant to 935 CMR 500.103(4) and 935 CMR 501.103(4), EBB must submit an application for the annual renewal of its license to operate in Boston to the Cannabis Control Commission (“CCC”). As a condition of that renewal, the CCC has required that we request from Boston, our host community, the records of any cost to the city, anticipated or actual, resulting from the operation of our Marijuana Establishment.

In order to comply with this condition of our renewal, we are submitting to your office our formal request for records of any cost incurred by the City of Boston over the past year as a result of our operations. Please send any documentation by mail or e-mail to:

East Boston Bloom, LLC  
c/o Sira Grant, Esq.  
Smith, Costello & Crawford  
One State Street, 15<sup>th</sup> Floor  
Boston, MA 02109  
sgrant@publicpolicylaw.com

Please note that in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26. We thank you for your attention to this matter. Please do not hesitate to reach out should you have any questions.

Sincerely,



Sira R. Grant, Esq.

## Attestation of No Response to Municipal Cost Letter

I, Julius Sokol, as MGR as **Manager** East Boston Bloom, LLC hereby certify that on April 26, 2022, East Boston Bloom, LLC, sent formal notice to the city of Boston requesting from our host community records of any cost to the city reasonably related to the operation of the establishment. As of May 31, 2022 East Boston Bloom, LLC has not received a response from the city of Boston related to this request.

  
Julius Sokol, as MGR (Jun 6, 2022 20:43 EDT)  
East Boston Bloom, LLC

Jun 6, 2022

\_\_\_\_\_  
Date

# Attestation of No Response to Municipal Cost Letter EBB

Final Audit Report

2022-06-07

Created:	2022-05-31
By:	Sira Grant (sgrant@publicpolicylaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMNHrjV4p2LCVR16n0vK4GzBFFbu4MdUD

## "Attestation of No Response to Municipal Cost Letter EBB" History

-  Document created by Sira Grant (sgrant@publicpolicylaw.com)  
2022-05-31 - 6:17:13 PM GMT- IP address: 50.78.21.17
-  Document emailed to Julius Sokol, as MGR (juliussokol@gmail.com) for signature  
2022-05-31 - 6:17:53 PM GMT
-  Email viewed by Julius Sokol, as MGR (juliussokol@gmail.com)  
2022-06-07 - 0:42:59 AM GMT- IP address: 66.249.83.61
-  Document e-signed by Julius Sokol, as MGR (juliussokol@gmail.com)  
Signature Date: 2022-06-07 - 0:43:34 AM GMT - Time Source: server- IP address: 146.75.253.252
-  Agreement completed.  
2022-06-07 - 0:43:34 AM GMT

## **PLAN FOR POSITIVE IMPACT**

### **INTENT**

Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, East Boston Bloom, LLC (“EBB”) recognizes that it has a responsibility to contribute to areas of disproportionate impact and help disproportionately harmed by marijuana prohibition. EBB will focus its time and resources on Chelsea which has been identified by the Commission as an area of disproportionate impact. EBB is fully committed to ensuring that it is making positive and lasting contributions to the communities where EBB resides.

### **PURPOSE**

The purpose of this document is to summarize EBB’s plan to ensure its business creates positive and lasting impacts on the communities in which it will be involved.

EBB is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. EBB seeks to utilize our resources, including time, talent and monies, to provide assistance to those who may be underserved and/or in need. We plan to achieve these goals through charitable giving, volunteer time and community engagement.

### **INITIATIVES AND METRICS**

EBB aims to implement the following initiatives to assist those communities that have been disproportionately impacted and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

*Proposed Initiative:* EBB will make a minimum annual financial contribution of at least \$5,000 to the CultivatED program to help promote participation in the cannabis industry by those who were disproportionately harmed by marijuana prohibition. CultivatED is a jails-to-jobs cannabis program that focuses on issues such as expungement, education and employment for those harmed populations. EBB will provide money to CultivatED to support its mission and goals but will not offer any of its own programming through the CultivatED program. Attached, please find a letter from CultivatED acknowledging acceptance of funds from cannabis license holders.

Goal: EBB will make an annual financial contribution to the CultivatED program which will in turn support the mission of empowering, educating, and employing individuals from areas of disproportionate impact, as identified by the Massachusetts Cannabis Control Commission.

Metrics: EBB will maintain a record of its annual donations to the CultivatED program. EBB will keep records of feedback that we receive relative to the impact of our contributions, if any. This will in turn help us make decisions about adjustments that need to be made in the future.

*Proposed Initiative:* EBB will commit to provide employees with a minimum of 8 hours per year paid time to participate in a neighborhood clean-up initiative that serves identified areas of disproportionate impact. EBB will focus their clean-ups in Chelsea. Employees will be notified of these clean-up days through a routine employee newsletter or public posting around the establishment.

Goal: EBB is committed to serving communities that have been disproportionately impacted by serving individuals and organization through the contribution of employee volunteer time courtesy of the company with a goal of donating 8 hours per employee per year. EBB will have a goal of 85% participation in the neighborhood clean-up program by its employees each calendar year.

Metrics: EBB will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. EBB will host two clean-up days annually, one in the Spring and one in the Fall. These clean-ups will take begin once EBB obtains its Provisional License with both clean-up days taking place within the first year of its provisional license. EBB will then solicit feedback from each employee to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. These metrics will be outlined in a comprehensive report that will be completed 60 days prior to our annual license renewal (one year from provisional licensure, and each year thereafter) to the Cannabis Control Commission. EBB 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 Marijuana Establishments.

## **CONCLUSION**

EBB will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. Any actions taken, or programs instituted by EBB will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Progress and/or success of this plan will be documented one year from provisional licensure and each year thereafter.



## MASS CultivatED

February 24, 2020

Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604

RE: Acceptance of Cannabis Funds

Dear Cannabis Control Commission:

It is with great pleasure that we inform you that we will be graciously accepting contributions from licensed Massachusetts cannabis companies in order to assist in funding our program, CultivatED.

CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits. We work closely with organizations such as Greater Boston Legal Services, Roxbury Community College and the Urban League of Eastern Massachusetts to achieve our program goals.

We appreciate the opportunity to allow Massachusetts licensed cannabis companies to participate through their contributions. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

A handwritten signature in black ink, reading "Ryan Dominguez". The signature is written in a cursive style and is positioned above a horizontal line.

Ryan Dominguez

**D**

**The Commonwealth of Massachusetts**

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**FILED**

**Limited Liability Company  
Certificate of Organization  
(General Laws Chapter 156C, Section 12)**

**OCT 19 2018**

Federal Identification No.: \_\_\_\_\_

**SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION**

- (1) The exact name of the limited liability company:

East Boston Bloom, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

69-71 Maverick Square  
East Boston, MA 02128

- (3) The general character of the business:

see attached

- (4) Latest date of dissolution, if specified: \_\_\_\_\_

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Nicholas Spagnola

48 Maverick Square  
East Boston, MA 02128

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Maverick Dispensary, LLC

69-71 Maverick Square  
East Boston, MA 02128

Bloom Market Garden, Inc.

48 Maverick Square  
East Boston, MA 02128

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

NAME

ADDRESS

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

Maverick Dispensary, LLC

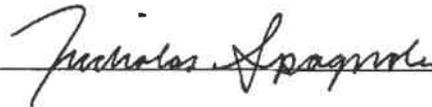
69-71 Maverick Square  
East Boston, MA 02128

Bloom Market Garden, Inc.

48 Maverick Square  
East Boston, MA 02128

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I Nicholas Spagnola

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12\*

\*or attach resident agent's consent hereto.

THE PURPOSE OF THE COMPANY IS TO ENGAGE IN ANY ACTIVITY FOR WHICH LLC'S MAY BE FORMED UNDER THE ACT FOR PURPOSES ONLY OF ADVANCING THE BUSINESS AS DEFINED ABOVE. THE COMPANY SHALL HAVE ALL THE POWERS NECESSARY OR CONVENIENT TO EFFECT ANY PURPOSE FOR WHICH IT IS FORMED, INCLUDING ALL POWERS GRANTED BY THE ACT. THE COMPANY SHALL CONDUCT ITS BUSINESS IN ALL BRANCHES, SO FAR AS PERMITTED BY LAW IN THE COMMONWEALTH OF MASSACHUSETTS, AND IN ANY OTHER COMMONWEALTH OR STATE IN THE UNITED STATES, AND IN ANY TERRITORY, DISTRICT, DEPENDENCY, COLONY OR POSSESSION THEREOF, AND IN ANY FOREIGN COUNTRY, AND TO MAINTAIN OFFICES AND AGENCIES IN ANY PART OF THE WORLD, EITHER WITHIN OR OUTSIDE THE COMMONWEALTH OF MASSACHUSETTS, AND TO PURCHASE, HOLD, MORTGAGE, CONVEY, LEASE, SELL, GUARANTEE OBLIGATIONS OR OTHERWISE DISPOSE OF AND DEAL WITH REAL AND PERSONAL PROPERTY IN ANY SUCH PLACE OR PLACES, AND TO CARRY ON ANY BUSINESS ACTIVITY NOW OR HEREAFTER PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE ACT. THE COMPANY SHALL NOT CONDUCT ANY OTHER BUSINESS UNLESS RELATED TO THE BUSINESS, UNLESS APPROVED BY UNANIMOUS CONSENT OF ALL MEMBERS.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

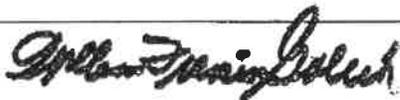
269

Limited Liability Company Certificate  
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$ 500 having been paid, said application is deemed to have been filed with me this

19 day of OCT, 20 18, at \_\_\_\_\_ a.m./p.m.  
*time*

Effective date: \_\_\_\_\_



WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY  
Contact Information:

Nick Spagnola \_\_\_\_\_

48 Maverick Square STE 3 \_\_\_\_\_

East Boston MA 02128 \_\_\_\_\_

Telephone: 781-241-3355 \_\_\_\_\_

Email: Nick@spagnolarealestate.com \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE  
COMMONWEALTH  
2018 OCT 19 PM 3:09  
CORPORATIONS DIVISION  
1318987



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

William Francis Galvin  
Secretary of the  
Commonwealth

April 15, 2020

TO WHOM IT MAY CONCERN:

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

**EAST BOSTON BLOOM, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 19, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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: **BLOOM MARKET GARDEN, INC., MAVERICK DISPENSARY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BLOOM MARKET GARDEN, INC., MAVERICK DISPENSARY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BLOOM MARKET GARDEN, INC., MAVERICK DISPENSARY, LLC**



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

**AMENDED AND RESTATED OPERATING AGREEMENT OF  
EAST BOSTON BLOOM, LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, as it may be amended from time to time (this "Agreement"), is by and among the persons identified as Members on Schedule A (each such person being individually referred to as a "Member" and all such persons being referred to collectively as the "Members").

WHEREAS, East Boston Bloom, LLC (the "LLC") was formed as a limited liability company under the Massachusetts Limited Liability Company Act (the "Act") by the filing on October 19, 2018, of a Certificate of Organization (the "Certificate") in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Members and Managers executed an Operating Agreement, dated October 11, 2018; and

WHEREAS, the Members wish to modify their respective rights, obligations and duties with respect to the operation of the LLC and its business, management and operations.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE 1- DEFINITIONS**

The defined terms used in this Agreement shall have the meanings specified below, unless otherwise defined in this Agreement:

"Allocation Period" means (i) the period commencing on the date hereof and ending on December 31, 2020, (ii) any subsequent period commencing on January 1 and ending on the following December 31, or (iii) any portion of the period described in clause (ii) for which the LLC is required to allocate profits, losses and other items of income, gain, loss or deduction pursuant to Article 3.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Boston are authorized or required to close.

"Capital Contribution" means the amount of cash or the fair market value of property contributed to the LLC by each Member as the consideration for such Member's interest in the LLC.

"Capital Event" means a sale of all or a substantial portion of the LLC's assets or a revaluation of the LLC's assets in connection with maintaining Capital Accounts or any transaction in contemplation of liquidation.

“Code” means the Internal Revenue Code of 1986, as amended.

“Gross Asset Value” means, with respect to any asset of the LLC, the LLC’s adjusted basis for federal income tax purposes; provided, however, that (a) the Gross Asset Value of any asset (other than cash) contributed by a Member to the LLC as a Capital Contribution or distributed to a Member by the LLC shall be the gross fair market value of such asset (computed without taking into account Code Section 7701(g)) as reasonably determined by the Board as of the date of the contribution or distribution, as the case may be; (b) the Gross Asset Value of all assets of the LLC shall be adjusted to equal their respective gross fair market values (taking into account Code Section 7701(g)), as reasonably determined by the Board, (i) on the liquidation of the LLC for federal income tax purposes (including a deemed liquidation) pursuant to Code Section 708(b)(1)(B)), (ii) as of the date of the acquisition of an additional interest in the LLC by any new or existing Member in exchange for more than a de minimis Capital Contribution to the LLC, (iii) in connection with the grant of an interest in the LLC as consideration for the provision of services to or for the benefit of the LLC, (iv) upon the distribution by the LLC to any Member of more than a de minimis amount of property or money or (v) at such other times as determined by the Board in its reasonable discretion. At all times, the Gross Asset Value of an asset shall be adjusted by depreciation with respect to such asset taken into account for purposes of computing Profits and Losses.

“Manager” or “Managers” means the person or persons designated from time to time by the Members to manage the LLC in accordance with Article 5.

“Members” means the parties executing this Agreement as Members and any Person subsequently admitted to the LLC as a Substitute Member or as an additional Member in accordance with the terms of this Agreement, in such Person’s capacity as a Member, and “Member” means any of the Members.

“Percentage Interest” means, for each Member, at any particular time, the percentage obtained by dividing the number of Units owned by such Member by the total number of Units issued and outstanding. The Percentage Interest of each Member is as indicated on Schedule A, as amended from time to time in accordance with the terms of this Agreement.

“Permitted Transfer” shall mean any of the following transfers by a Member:

(i) transfers of a holder’s Units to the trustees of a trust revocable by such holder alone, the beneficiaries of which consist solely of such holder and transferees enumerated in clause (iv) below;

(ii) transfers of Units between a holder of such Units and such holder’s guardian or conservator;

(iii) transfers of Units of a deceased holder of Units to such holder’s executors or administrators or to trustees under such holder’s will and thereafter to transferees enumerated in clause (iv) below;

(iv) transfers of Units of a holder to the spouse of such holder, to any of such holder's children or their issue (or to custodians for the benefit of minor children or issue);

provided, however, that Units transferred pursuant to clauses (i) - (iv) of this definition may not be further transferred under such clauses except to a Person that would have been a permitted transferee thereof from the initial Member who held such Interests. The recipient of a Permitted Transfer shall be a "Permitted Transferee."

"Person" means any individual, general partnership, limited partnership, limited liability LLC, corporation, joint venture, trust, business trust, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of the "Person" when the context so permits.

"Profits" and "Losses" means for each Allocation Period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss;

(ii) any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(iii) in the event the Gross Asset Value of any LLC asset is adjusted pursuant to paragraph (ii) or (iii) of the definition of Gross Asset Value herein the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) gain or loss resulting from any disposition of LLC property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Period or other period, computed in accordance with the definition of Depreciation herein;

(vi) to the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a

distribution other than in liquidation of a Member's interest in the LLC, the amount of such adjustment shall be treated as an item of gain or loss from the disposition of such asset for purposes of computing Profits or Losses; and

(vii) notwithstanding any other provisions hereof, any items, which are specially allocated pursuant to Section 4.04(a) hereof, shall not be taken into account in computing Profit or Losses.

The amounts of items of LLC income, gain, loss or deduction available to be specially allocated pursuant to Section 4.04(b) hereof shall be determined by applying rules analogous to those set forth in paragraphs (i) through (vi) above.

“Regulations” or “Treasury Regulations” means regulations promulgated under the Code, as in effect from time to time.

“Substitute Member” means an assignee of a Unit who is admitted as a Member of the LLC pursuant to this Agreement.

“Unit” means the units of an interest in the LLC held by a Member, which may be divided into one or more types, classes or series. The number and type of Units held by each Member is as indicated on Schedule A, as amended from time to time in accordance with the terms of this Agreement.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other numbers, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words “hereof,” “herein,” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

## **ARTICLE 2 - GENERAL PROVISIONS**

### **ARTICLE 2.1 Formation of the LLC.**

The parties hereby confirm the formation of the LLC as a limited liability company pursuant to the provisions of the Act. Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the LLC shall be governed by the Act. The Members shall take all actions necessary to assure the prompt filing of any documents or instruments necessary or appropriate to effectuate the provisions of this Agreement and the conduct of the operations of the LLC as contemplated hereby.

### **ARTICLE 2.2 Name of the LLC.**

The name of the LLC shall be “East Boston Bloom, LLC,” or such other name as the Members may from time to time determine. The Members shall cause to be filed on behalf of the LLC such corporate, assumed or fictitious name certificate or certificates as may from time to time be required by law.

ARTICLE 2.3 Business of the LLC.

The purpose of the LLC is to engage in any activity for which limited liability companies may be formed under the Act, including, but not limited to, directly or indirectly purchasing, licensing, selling, advertising, marketing, manufacturing, researching, cultivating, growing or otherwise operating one or more medical or recreational dispensaries and/or other facilities for the purpose of selling recreational and/or medical marijuana. The LLC shall have all the powers necessary or convenient to effect any purpose for which it was formed, including all powers granted by the Act.

ARTICLE 2.4 Place of Business of the LLC; Registered Office and Registered Agent.

The Registered Office of the LLC, at which its records shall be maintained, is 69-71 Maverick Square, East Boston, MA 02128. The Board may, at any time and from time to time, change the location of the LLC's Registered Office or principal place of business. The Members shall have the authority to cause the LLC to do business in jurisdictions other than the Commonwealth of Massachusetts. The registered agent for service of process for the LLC in the Commonwealth shall be Sira Grant, Esq., c/o Smith, Costello & Crawford, 50 Congress Street, Boston, MA 02109, or such other Person or Persons as the Board may designate in the manner provided in the Act.

ARTICLE 2.5 Duration of the LLC.

The LLC shall continue in existence until terminated by the Members pursuant to this Agreement.

ARTICLE 2.6 Title to LLC Property.

All property owned by the LLC, whether real or personal, tangible or intangible, shall be deemed to be owned by the LLC as an entity, and no Member, individually, shall have any ownership of such property. The LLC may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more individuals, partnerships, trusts or other entities.

ARTICLE 2.7 Members Names and Addresses.

The names and addresses of the Members are as set forth on Schedule A, as amended from time to time in accordance with the terms of this Agreement.

ARTICLE 2.8 No Partnership Relationship.

Notwithstanding, but not in limitation of, any other provision of this Agreement, the parties understand and agree that the creation, management and operation of the LLC shall not create or imply a general partnership or joint venture between or among the Members and shall not make any Member the agent or partner of any other Member for any purpose other than federal and state tax purposes.

### **ARTICLE 3 – UNITS, CAPITAL CONTRIBUTIONS, LOANS AND ALLOCATION OF PROFITS AND LOSSES**

ARTICLE 3.1 Units. A Member's interest in the LLC shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class, or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. Initially, the LLC is authorized to issue one class of units which shall be Common Units. The holder of each Common Unit shall be entitled to one (1) vote on all matters that come before the Members.

#### **ARTICLE 3.2 Capital Contributions; No Withdrawal Rights; Loans By Members.**

(a) Each Member has made one or more Capital Contributions to the LLC in the aggregate amount set forth opposite such Member's name under the heading "Capital Contribution" on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

(b) No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by him or it or to receive any other payment in respect of his or its interest in the LLC (including, without limitation, upon withdrawal from the LLC), except as specifically provided in this Agreement.

(c) Loans by a Member to the LLC shall not be considered Capital Contributions. If any Member shall advance funds to the LLC in excess of the amounts required hereunder to be contributed by such Member to the capital of the LLC, the making of such advances shall not result in any increase in the amount of the Capital Account of such Member. The amounts of any such advances shall be a debt of the LLC to such Member and shall be payable or collectible only out of the LLC assets in accordance with the terms and conditions upon which such advances are made. The repayment of loans from a Member to the LLC upon liquidation shall be subject to the order of priority set forth in Article 9.

(d) In the event the LLC shall require additional capital from time to time, the Board shall determine the amounts and allocations of Member contributions, and shall cause to be issued additional Units on a pro rata basis, with corresponding adjustments to Schedule A hereto.

#### **ARTICLE 3.3 Capital Accounts.**

(a) In determining allocations of income and loss for federal income tax purposes, a capital account (the "Capital Account") shall be maintained for each Member in accordance with the capital account maintenance rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the generality of the foregoing, each Member's Capital Account shall be increased by (i) the amount of money contributed by such Member to the LLC, (ii) the Gross Asset Value of property contributed by such Member to the LLC (net of liabilities

that the LLC is considered to assume or take subject to in accordance with Section 752 of the Code), and (iii) allocations to such Member of Profits; and shall be decreased by (w) the amount of money distributed to such Member, (x) the Gross Asset Value of any property distributed to such Member (net of any liabilities that such Member is considered to assume or take subject to in accordance with Section 752 of the Code), and (y) allocations to such Member of Losses.

(b) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Board shall determine, in its reasonable discretion, that it is necessary or advisable to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Board may make such modification; provided, however, that such modification shall not have a material adverse effect on any Member.

ARTICLE 3.4 Allocations of Profits and Losses. Unless otherwise agreed upon by the Members, profits or losses for a fiscal year, other than profits or losses attributable to a Capital Event, shall be allocated among the Members in proportion to their respective Percentage Interests in the LLC.

ARTICLE 3.5 Pre-emptive Rights.

(a) Issuance of New Securities. The LLC hereby grants each Member the right to purchase its pro rata share (in accordance with its Percentage Interest) of any New Securities that the LLC may from time to time propose to issue or sell to any party. For purposes hereof, "New Securities" shall include any and all new issuances of Units of the LLC and any securities of the LLC convertible into, or exchangeable or exercisable for, such Units, other than units or other securities issued or sold by the LLC in connection with (i) a grant to any existing or prospective consultants, employees or Officers pursuant to any profits interest plan or similar equity-based plans or other compensation agreement; (ii) the conversion or exchange of any securities of the LLC into Units, or the exercise of any warrants or other rights to acquire Units; (iii) any acquisition by the LLC of any equity interests, assets, properties or business of any Person; (iv) any merger, consolidation or other business combination involving the LLC; (v) the commencement of any initial public offering or any transaction or series of related transactions involving a change of control of the LLC; (vi) an equity split, payment of distributions or any similar recapitalization; and (vii) any private placement of warrants to purchase Units to lenders or other institutional investors (excluding the Members) in any arm's length transaction providing debt financing to the LLC, in each case, approved in accordance with the terms of this Agreement.

(b) Additional Issuance Notices. The LLC shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in subsection (a) above to the Members within five (5) Business Days following approval of any such issuance or sale by the Board. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser (a "Prospective Purchaser") seeking to purchase New Securities and shall set forth the material terms and conditions of the proposed issuance, including:

- (i) the number and description of the New Securities proposed to be issued and the percentage interest in the LLC such issuance would represent;
- (ii) the proposed issuance date, which shall be at least 20 Business Days from the date of the Issuance Notice;
- (iii) the proposed purchase price; and
- (iv) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Board's good-faith determination of the fair market value thereof.

(c) Exercise of Pre-emptive Rights. Each Member shall for a period of 15 Business Days following the receipt of an Issuance Notice (the "Exercise Period") have the right to elect irrevocably to purchase its pro rata share (in accordance with its Percentage Interest) of the New Securities at the purchase price set forth in the Issuance Notice by delivering a written notice to the LLC (an "Acceptance Notice"). The delivery of an Acceptance Notice by a Member shall be a binding and irrevocable offer by such Member to purchase the New Securities described therein. The failure of a Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Article 3.5 with respect to the purchase of such New Securities, but shall not affect its rights with respect to any future issuances or sales of New Securities.

(d) Over-Allotment. No later than five (5) Business Days following the expiration of the Exercise Period, the LLC shall notify each Member in writing of the number of New Securities that each Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "Over-allotment Notice"). Each Member exercising its right to purchase its pro rata share (in accordance with its Percentage Interest) of the New Securities in full (an "Exercising Member") shall have a right of over-allotment such that if any other Member fails to exercise its rights under this Article 3.5 to purchase its pro rata share of the New Securities (each, a "Non-Exercising Member"), such Exercising Member may purchase its pro rata share of such Non-Exercising Member's allotment by giving written notice to the LLC within five (5) Business Days of receipt of the Over-allotment Notice (the "Over-allotment Exercise Period").

(e) Sales to the Prospective Purchaser. If any Member fails to purchase its allotment of the New Securities within the time period described in subsection (b) and after the expiration of the Over-allotment Exercise Period, the LLC shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Members failed to exercise the option set forth in this Article 3.5 on terms no less favorable to the LLC than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the LLC may be reduced) to a Prospective Purchaser; *provided*, that (i) such issuance or sale is closed within 30 days after the expiration of the Over-allotment Exercise Period; and (ii) for the avoidance of doubt, the price at which the New Securities are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the Issuance Notice. In the event the LLC has not sold such New Securities within such time period, the LLC shall not thereafter issue or sell

any New Securities without first again offering such securities to the Members in accordance with the procedures set forth in this Article 3.5

**ARTICLE 3.6** Right to Expel Members; Option to Purchase Expelled Member Interest. The LLC shall have the right, exercisable in the discretion of the Board, to expel a Member (an "Expelled Member") upon the happening of any of the Expulsion Events set forth below in this Article 3.6. Each Member hereby grants to the LLC the option to purchase all of the outstanding capital stock of that Expelled Member upon the terms and conditions set forth in this Article 3.6 after the occurrence of:

- (a) any conviction or plea of nolo contendere of a Member or a principal of a Member (collectively, each a "Member Party") of a felony or crime involving moral turpitude; or
- (b) the commission of any act or omission by or on behalf of a Member Party which the Board has reasonably determined could interfere with the LLC's ability to conduct the business with all necessary licenses, permits, and permissions

(each of the items in (a) and b) above, an "Expulsion Event"); provided, however, that for the avoidance of doubt, no "conviction or plea of nolo contendere of a Member Party of a felony or crime involving moral turpitude" shall be deemed to constitute an Expulsion Event solely as a result of being related to cannabis or the cannabis industry that may be a violation of U.S. federal law, so long as the acts, omissions, conduct, or activity related to cannabis or the cannabis industry giving rise to any such "conviction or plea of nolo contendere of a Member Party of a felony or crime involving moral turpitude" could be reasonably believed to be in compliance with applicable state and local laws.

Exercise of the option granted in this Article 3.6 shall be accomplished by delivery of a written notice (the "Notice of Purchase") to the Expelled Member, together with payment in cash of the purchase price as determined in the reasonable discretion of the Board. The Board must exercise such option (if at all) within sixty (60) days after receipt by the Board of actual notice of the Expulsion Event, and the Board may not in the aggregate, exercise the option as to less than all of the Expelled Member's Units. The purchased Units of an Expelled Member shall be deemed transferred to the LLC and the Expelled Member shall be deemed expelled from the LLC and shall no longer be a Member of or have any interest in, or any rights as a Member of, the LLC, upon delivery to the Expelled Member of the Notice of Purchase and the purchase price.

## **ARTICLE 4 – DISTRIBUTIONS**

**ARTICLE 4.1** Distributions. The Members shall be entitled to receive distributions from the LLC only at the following times:

(a) Tax Distributions. With respect to any taxable year prior to the year in which the LLC liquidates or sells all or substantially all of its assets, the LLC will use commercially reasonable efforts to distribute to each Member, on a timely basis, an amount of cash (calculated in accordance with the terms of this Article 4.1(a)) that is sufficient to cause each Member to have received under this Article 4.1(a) with respect to such year aggregate distributions equal to the

product of the tax rate determined by the Board multiplied by the Federal taxable income allocated to such Member for such year. The LLC shall use commercially reasonable efforts to make tax distributions required by this Article 4.1(a) during each taxable year for the purpose of funding the federal and state estimated tax liabilities of the Members based on the taxable income of the LLC, not less than five days before the due date of each estimated tax payment by an individual taxpayer. Each Member shall have the right, at such Member's sole discretion, to defer the payment of all or any portion of a tax distribution required to be made to such Member under this Article 4.1(a) (a "Deferred Tax Distribution") by delivery of written notice to the Board stating the amount of the tax distribution such Member wishes to defer. All unpaid Deferred Tax Distributions shall be paid in full by the LLC before any distributions are made under Articles 4.1(b), 4.1(c) or 4.2(b). For all purposes of this Agreement, tax distributions made pursuant to this Article 4.1(a) shall be treated as an advance of distributions made or to be made under Articles 4.1(b), 4.1(c) and/or 4.2. No distribution shall be made under this Article 4.1(a) with respect to any taxable year in which the LLC liquidates or sells all or substantially all of its assets. The Board shall determine in good faith the amount of the tax distributions required by this Article 4.1(a), and such determination shall be final and binding.

(b) Other Distributions. Upon the liquidation of the LLC, the LLC shall first promptly pay or make provision for the payment of all of the liabilities of the LLC, including the establishment of such reserves as the Board shall reasonably determine to be required by law in order to provide for contingent liabilities, and shall then distribute all remaining assets to the Members in accordance with Article 4.2. The Members agree that any Sale shall be deemed a liquidation of the LLC and the proceeds from the Sale shall be distributed among the Members in accordance with the provisions of Article 4.2 of this Agreement. All other distributions of cash or property shall be made in accordance with Article 4.2 at such times and in such aggregate amounts as the Board shall determine. Distributions that are made to a Member under this Article 4.1(b) shall be offset against future distributions to be made under Article 4.2 to such Member (including any successor in the Interest of such Member).

ARTICLE 4.2 Priority of Distributions. Except as set forth in Article 4.1(a) above, distributions shall be made to the Members in the following order and priority:

(a) First, to the Members that have unpaid Deferred Tax Distributions, pro rata in proportion to the total amount of unpaid Deferred Tax Distributions owed to each, until the LLC has made aggregate distributions under this Article 4.2(a) equal to the aggregate amount of unpaid Deferred Tax Distributions.

(b) Second, to the Members in proportion to the respective number of Units held by each.

ARTICLE 4.3 Withholding Against Distributions. The LLC shall have the right to withhold from any distribution to a Member the amount of any Federal, state, local or foreign tax required by the taxing jurisdiction imposing the obligation that amounts be withheld from or with respect to LLC distributions, and any amounts so withheld and paid over to such taxing jurisdiction shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement. The LLC shall also have the right to withhold from any

distribution to a Member the amount of any unpaid obligation of such Member to the LLC or any of its Subsidiaries, and any amounts so withheld shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement and then used to repay the unpaid obligation.

ARTICLE 4.4 No Violation of Act. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not be required to make a distribution to any Member if such distribution would violate the Act or any other applicable law. Each Member (including any former Member) who receives a distribution in violation of the Act or any other applicable law shall be liable to the LLC for the amount of such distribution to the extent required by the Act or such law.

ARTICLE 4.5 Non-Cash Distributions. The value of any non-cash assets to be distributed to the Members in accordance with this Agreement shall be determined by the Board acting in good faith in the exercise of its reasonable business judgment. Any such distribution of non-cash assets shall be pro rata, as nearly as practicable, in accordance with the other provisions of this Agreement.

## ARTICLE 5 – MANAGEMENT

### ARTICLE 5.1 Management by the Manager.

The management and control of the business and affairs of the LLC will be vested in a Board of Managers (the “Board”) initially to be comprised of four individuals (each, a “Manager”), two such individuals to be designated by Bloom Market Garden, Inc. and two such individuals to be designated by Maverick Dispensary, LLC . The Board shall have full, exclusive and complete discretion, power and authority to manage and control the business and affairs of the LLC, to make all decisions affecting the business and affairs of the LLC, and to take such actions as it deems necessary or appropriate to accomplish the purposes of the LLC, except as explicitly set forth in this Agreement. Each Manager shall perform its duties hereunder in good faith in a manner that such Manager believes to be in or not opposed to the best interests of the LLC and in accordance with the terms of this Agreement. The exercise by the Board of its rights, elections, powers or privileges hereunder in accordance with the provisions of this Agreement shall not be deemed to constitute a lack of good faith, a breach of any fiduciary duty or unfair dealing.

In the event that a vacancy is created on the Board at any time due to the death, Disability, retirement, resignation or removal of a Manager, then the Person having the right to designate such Manager shall fill the vacancy created thereby, and the Company and each Member and Manager hereby agrees to take such actions as may be required to ensure the election or appointment of such designee to fill such vacancy on the Board.

### ARTICLE 5.4 Meetings.

(a) Generally. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of

telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the State of Delaware) as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least 24 hours prior to each such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of any Manager upon at least two (2) days' written notice (if the meeting is to be held in person) or one (1) day's written notice (if the meeting is to be held by telephone communications or video conference) to the other Manager(s), or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

(c) Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

#### ARTICLE 5.5 Quorum; Manner of Acting; Action by Written Consent.

(a) Quorum. A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Participation. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission, or as otherwise permitted by the Act.

(c) Binding Act. Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers shall be the act of the Board.

(d) Action By Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if a written consent of a majority of the Managers on the Board (or committee) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Commonwealth of Massachusetts.

ARTICLE 5.6 Officers. The Board may appoint individuals as officers of the Company (the “Officers”) as it deems necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as the Board deems advisable. No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Board or until his earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal, or otherwise, may, but need not, be filled by the Board.

ARTICLE 5.7 Indemnification. Each Manager and each Officer of the LLC, if any, (each, an “Indemnified Person”) shall be entitled to indemnification from the LLC from and against any and all claims, demands, losses, judgments, fines, penalties, liabilities and expenses (collectively, a “Claim”) actually and reasonably incurred by such Indemnified Person as a result of any act performed or omitted to be performed by such Indemnified Person within the authority granted by this Agreement, provided that (a) such Indemnified Person’s conduct was in good faith in a manner that such Indemnified Person believed was in or not opposed to the best interests of the LLC, (b) such Indemnified Person’s conduct did not constitute gross negligence or willful misconduct, and (c) such Indemnified Person’s conduct did not constitute a material breach of this Agreement. This right to indemnification shall include the payment of all reasonable expenses incurred by such Indemnified Person, including reasonable legal and other professional fees and expenses, which amounts shall be paid by the LLC when incurred, subject to an undertaking from the Indemnified Person to return such amounts if it is finally determined by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder, provided that if the LLC elects to assume the defense of any Indemnified Person in respect of such Claim, the LLC shall no longer be obligated to reimburse the Indemnified Person for such expenses. This right to indemnification shall not be exclusive of or affect any other rights which any Indemnified Person may have, and shall inure to the benefit of the heirs, executors and administrators of an Indemnified Person. This right to indemnification shall continue in effect regardless of whether an Indemnified Person continues to serve as a Manager or Officer. The LLC may, in the sole discretion of the Board, indemnify any other Person to the extent the Board deems advisable. No amendment or repeal of this Article 5.4 shall have any effect on a Person’s rights under this Article 5.7 with respect to any act or omission occurring prior to such amendment or repeal.

No act or omission of an Indemnified Person shall be deemed to be not in good faith or involve intentional misconduct or a knowing violation of law for the purposes of this Article 5.4, solely as a result of being related to cannabis or the cannabis industry that may be a violation of U.S. federal law, so long as such act or omission related to cannabis or the cannabis industry could be reasonably believed to be in compliance with applicable state and local laws.

## **ARTICLE 6 - RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF MEMBERS**

### ARTICLE 6.1 Limitation of Liability.

Each Member's liability shall be limited as set forth in this Agreement, the Act, and other applicable law. Except as otherwise expressly provided, no Member shall be personally liable for any debts, obligations, liabilities or losses of the LLC nor shall any Member be required to restore a negative Capital Account balance; provided, however, that for the avoidance of doubt, any acts, omissions, conduct, or activity shall not be deemed to be "intentional fraud, deceit, intentional misconduct, knowing and intentional breach of this Agreement, or a knowing violation of Law" for the purposes of this Article 6.1, solely as a result of being related to cannabis or the cannabis industry that may be a violation of U.S. federal law, so long as such acts, omissions, conduct, or activity related to cannabis or the cannabis industry could be reasonably believed to be in compliance with applicable state and local laws.

#### ARTICLE 6.2 LLC Books and Records.

LLC books and records shall be maintained by the Board, who shall provide quarterly reports to the Members in such form and substance as the Members may require from time to time.

Subject to such reasonable standards (including standards governing what information and documents are to be furnished at what time and location and at whose expense) imposed by the Members, a Member may examine and copy in person, at any reasonable time, for any proper purpose reasonably related to such Member's interest as a Member of the LLC, all records required to be maintained under the Act and such other information regarding the business affairs and financial condition of the LLC as is just and reasonable for the Member to examine and copy.

#### ARTICLE 6.3 Priority and Return of Capital.

Except as may be expressly provided otherwise in this Agreement, no Member shall have priority over any other Member, either for the return of Capital Contributions or for profits, losses, or distributions.

#### ARTICLE 6.4 Representations.

Each Member hereby represents and warrants that such Member has the full power and authority to execute, deliver, and perform this Agreement in accordance with its terms, and this Agreement constitutes the valid and binding obligation of such Member, enforceable against such Member in accordance with its terms.

### **ARTICLE 7 - TRANSFERABILITY OF UNITS**

#### ARTICLE 7.1 General

Except as otherwise provided in this Article or in respect of a Permitted Transfer, none of the members of the LLC shall have the right to transfer or assign any part or all of their interest in the LLC, and any purported transfer or assignment shall be void and of no force or effect, and may be ignored by the LLC and its members.

No transfer or assignment of a Member's Units in the LLC may be made if such Transfer would cause or result in a breach of any other agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such transfer.

In order for any Person not already a Member of the LLC to be admitted as a Member, whether pursuant to an issuance or transfer of Units, such Person shall have executed and delivered to the LLC a written undertaking substantially in the form of the Joinder Agreement. Upon the satisfaction of any other applicable conditions, including the receipt by the LLC of payment for the issuance of Units (if applicable), such Person shall be admitted as a Member and deemed listed as such on the books and records of the LLC. The Board shall also adjust the Capital Accounts of the Members as necessary in accordance with Article 3.

#### ARTICLE 7.2 Resignation of Membership and Return of Capital

With the consent of the other Members, a Member may voluntarily resign his membership and shall be entitled to receive from the LLC or the remaining Members the fair market value of its Units, adjusted for profits and losses to the date of resignation. Fair market value may be determined informally by unanimous agreement of the Members, including the resigning Member. In the absence of an informal agreement as to fair market value, the Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the resigning Member is entitled. The LLC or other Members may elect, by written notice that is provided to the resigning Member within thirty (30) days after the resignation date, to purchase the resigning Member's Interest at fair market value in four (4) equal installments in the two-year period after the Member's resignation, with the first installment being due sixty (60) days after the Member's resignation.

#### ARTICLE 7.3 Restrictions on Transfer – Right of First Refusal

Except (i) as otherwise provided in this Article or (ii) upon the unanimous consent of all of the other Members, no Member shall sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his Units in the LLC to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Units in the LLC subject to the contemplated transfer (the "Offered Interest") first to the LLC, and secondly, to the other Members, at the purchase price (hereinafter referred to as the "Transfer Purchase Price") and in the manner as prescribed in the Offer.

The Offering Member shall make the Offer first to the LLC by written notice (hereinafter referred to as the "Offering Notice"). Within twenty (20) days (the "LLC Offer Period") after receipt by the LLC of the Offering Notice, the LLC shall notify the Offering Member in writing (the "LLC Notice"), whether or not the LLC shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If the LLC accepts the Offer to purchase the Offered Interest, the LLC Notice shall fix a closing date not more than thirty (30) days (the "LLC Closing Date") after the expiration of the LLC Offer Period.

In the event the LLC decides not to accept the Offer, the Offering Member or the LLC, at its election, shall, by written notice (the “Remaining Member Notice”) given within that period (the “Member Offer Period”) terminating ten (10) days after the expiration of the LLC Offer Period, make the Offer of the Offered Interest to the other Members, each of whom shall then have a period of twenty-five (25) days (the “Member Acceptance Period”) after the expiration of the Member Offer Period within which to notify in writing the Offering Member whether or not it intends to purchase all but not less than all of the Offered Interest. If any other Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than thirty (30) days after the expiration of the Member Acceptance Period (hereinafter referred to as the “Member Closing Date”). If more than one Member accepts the offer to purchase the Offered Interest, each such Member shall be allocated its pro rata share (based on its Percentage Interest in the LLC) of the Offered Interests, unless otherwise agreed by such Members.

The aggregate dollar amount of the Transfer Purchase Price shall be payable in cash on the LLC Closing Date or on the Member Closing Date, as the case may be, unless the LLC or the purchasing Member shall elect by written notice that is delivered to the Offering Member, prior to or on the LLC Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest in four (4) equal installments in the two year after the applicable Closing Date, with the first installment being due on the Closing Date.

If the LLC or the Member fails to accept the Offer or, if the Offer is accepted by the LLC or the other Members and the LLC or the other Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Offering Member shall be free, for a period of sixty (60) days from the occurrence of such failure (hereinafter referred to as the “Free Transfer Period”), to transfer the Offered Interest to a Transferee (which 60-day period may be extended for a reasonable time to the extent reasonably necessary to obtain required approvals or consents from any governmental authority having jurisdiction over such transfer); provided, however, that if the other Members do not approve of the proposed transfer, the Transferee of the Offered Interest shall have no right to become a Member or to participate in the management of the business and affairs of the LLC as a Member, and shall only have the rights of an Assignee and be entitled to receive the share of profits and the return of capital to which the Offering Member would otherwise have been entitled. A Transferee shall be admitted as a Member of the LLC, and as a result of which he or she shall become a substituted Member, with the rights that are consistent with the Units that were transferred, only if such new Member (i) is approved unanimously by the remaining Members; (ii) delivers to the LLC his required capital contribution, if any; and (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto.

If the Offering Member shall not transfer the Offered Interest within the Free Transfer Period, his or her right to transfer the Offered Interest free of the foregoing restrictions shall thereupon cease and terminate.

#### ARTICLE 7.4 Drag-Along Rights.

(a) Participation. If one or more Members (together with their respective Permitted Transferees) holding no less than a 50% Percentage Interest (such Member or Members, the “Dragging Member”), proposes to transfer, in one transaction or a series of related transactions, all of the Units owned by the Dragging Member (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Article 7.4(c) and subject to compliance with Article 7.4(d), to require that each other Member (each, a “Drag-along Member”) participate in such sale in the manner set forth in Article 7.4(b).

(b) Sale of Units. Subject to compliance with Article 7.4(d), each Drag-along Member shall sell in the Drag-along Sale all of the Units held by such Drag-along Member.

(c) Sale Notice. The Dragging Member shall exercise its rights pursuant to this Article 7.4 by delivering a written notice (the “Drag-along Notice”) to the LLC and each Drag-along Member no more than 10 Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than 20 Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members’ rights and obligations hereunder and shall describe in reasonable detail:

- (i) The name of the person or entity to whom such Units are proposed to be sold;
- (ii) The proposed date, time and location of the closing of the sale;
- (iii) The proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and
- (iv) A copy of any form of agreement proposed to be executed in connection therewith.

(d) Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Article 7.4 are subject to the satisfaction of the following conditions:

- (i) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per percentage interest and the terms and conditions of such sale shall, except as otherwise provided in Article 7.4(d)(iii) be the same as those upon which the Dragging Member sells its Units;
- (ii) If the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and
- (iii) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in

connection with the Drag-along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Dragging Member, the Drag-along Member shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); *provided*, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member (other than any indemnification obligation pertaining specifically to the Dragging Member or a Drag-along Member, which obligation shall be the sole obligation of such Dragging Member or Drag-along Member), in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

(e) Cooperation. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Article 7.4(d)(iii).

(f) Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the LLC proposed transferee, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

(g) Consummation of Sale. The Dragging Member shall have 60 days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag-along Notice (which 60-day period may be extended for a reasonable time to the extent reasonably necessary to obtain required approvals or consents from any governmental authority having jurisdiction over such transfer). If at the end of such period the Dragging Member has not completed the Drag-along Sale, the Dragging Member may not then exercise its rights under this Article 7.4 without again fully complying with the provisions of this Article 7.4.

#### ARTICLE 7.5 Tag-along Rights.

(a) Participation. Subject to the terms and conditions specified in Articles 7.1, 7.2, 7.3 and 7.4, if a Member (together with its Permitted Transferees) holding no less than a 50% Percentage Interest (the "Selling Member") proposes to Transfer all of the Units owned by the Selling Member to an Independent Third Party (a "Proposed Transferee"), each other Member (each, a "Tag-along Member") shall be permitted to participate in such sale (a "Tag-along Sale") on the terms and conditions set forth in this Article 7.5.

(b) Application of Transfer Restrictions. The provisions of this Article 7.5 shall only apply to Transfers in which:

(i) No Member has exercised its right under Article 7.3 to purchase the Offered Interests; and

(ii) The Dragging Member has elected to not exercise its drag-along right under Article 7.4.

(c) Sale Notice. Prior to the consummation of any transfer of Units qualifying under Article 7.5, and after satisfying its obligations pursuant to Article 7.3, the Selling Member shall deliver to the LLC and each other Member a written notice (a "Sale Notice") of the proposed Tag-along Sale as soon as practicable following the expiration of the Member Acceptance Period, and in no event later than five (5) Business Days thereafter. The Sale Notice shall make reference to the Tag-along Members' rights hereunder and shall describe in reasonable detail:

(i) The aggregate percentage of Units the Proposed Transferee has offered to purchase;

(ii) The identity of the Proposed Transferee;

(iii) The proposed date, time and location of the closing of the Tag-along Sale;

(iv) The purchase price and other material terms and conditions of the Transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and

(v) A copy of any form of agreement proposed to be executed in connection therewith.

(d) Exercise of Tag-along Right.

(i) The Selling Member and each Tag-along Member timely electing to participate in the Tag-along Sale pursuant to Article 7.5(d)(ii) shall have the right to Transfer in the Tag-along Sale the amount of Units equal to the product of (x) the total percentage of Units that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the percentage of Units then held by the applicable Member, and (B) the denominator of which is equal to the total percentage of Units then held by the Selling Member and all of the Tag-along Members timely electing to participate in the Tag-along Sale pursuant to Article 7.5(d)(ii) (such amount, the "Tag-along Portion").

(ii) Each Tag-along Member shall exercise its right to participate in a Tag-along Sale by delivering to the Selling Member a written notice (a "Tag-along Notice") stating its election to do so and specifying the amount of Units (up to its Tag-along Portion) to be Transferred by it no later than 10 Business Days after receipt of the Sale Notice (the "Tag-along Period").

(iii) The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Article 7.5.

#### ARTICLE 7.6 Involuntary Transfer of a Units.

A creditor's judgment, charging order or lien on a Member's Units, bankruptcy of a Member, or other involuntary transfer of Member's Units, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the LLC as a Member or Manager under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Members, including a Member whose interest is the subject of the judgment, charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of the Units that were the subject of the creditor's judgment, charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this Agreement.

### **ARTICLE 8 – NON-COMPETITION, NON-SOLICITATION**

#### ARTICLE 8.1 Non-Competition.

No Manager or Member, while a Manager or Member, and for a period of twelve (12) months thereafter, shall directly or indirectly (i) engage in any activity competitive with the LLC business, as defined in Article 2.3 hereof, within five (5) miles from any retail or wholesale business activity of the LLC, for or on behalf of itself or any other individual or entity engaged in a line of business which competes or has competed with the LLC; (ii) solicit or attempt to solicit business of any customers of the LLC for products or services the same or similar to those offered, sold or produced at any time, (iii) otherwise divert or attempt to divert from the LLC any business whatsoever, or (iv) interfere with any business relationship between the LLC and any other individual or entity.

#### ARTICLE 8.2 Non-Solicitation

No Manager or Member shall, while a Manager or Member and for a period of twelve (12) months thereafter, anywhere in the United States, directly or indirectly induce, hire, attempt to hire, solicit for employment, or otherwise take away any employee of the LLC or any of its consultants, subsidiaries or affiliates.

## **ARTICLE 9 - DISSOLUTION AND TERMINATION**

### **ARTICLE 9.1 Events of Dissolution.**

- (a) The LLC shall be dissolved upon the unanimous consent of the Members.
- (b) The LLC shall not terminate until (a) a Certificate of Dissolution shall have been filed with the Secretary of State of the Commonwealth, and (b) the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. Upon dissolution, a liquidator appointed by the Board (hereinafter, the "Liquidator"), shall liquidate the assets of the LLC and apply and distribute the proceeds thereof as contemplated by this Agreement and cause the filing of the Certificate of Cancellation.
- (c) Without limiting the generality of the foregoing, in winding up the affairs of the LLC, the Liquidator shall have full right and unlimited discretion, in the name of and for and on behalf of the LLC to:
- (i) Prosecute, defend and settle civil, criminal or administrative suits;
  - (ii) Collect LLC assets, including obligations owed to the LLC;
  - (iii) Settle and close the LLC's business;
  - (iv) Dispose of and convey all LLC property for cash or any other form of consideration which would facilitate liquidation or distribution thereof, and in connection therewith to determine the time, manner and terms of any sale or sales of LLC property, having due regard for the activity and condition of the relevant market and general financial and economic conditions;
  - (v) Pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of LLC property;
  - (vi) Discharge the LLC's known liabilities and, if necessary, to set up, for a period not to exceed five (5) years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC;
  - (vii) Distribute, in accordance with the terms of this Agreement, any remaining proceeds from the sale of LLC property to the Members;
  - (viii) Prepare, execute, acknowledge and file a Certificate of Dissolution under the Act and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the LLC; and

(ix) Exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon the Members under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions.

(d) After payment of liabilities owing to creditors of the LLC (including any Member or Manager that has made a loan to the LLC in accordance with this Agreement), the Liquidator shall set up such reserves as the Liquidator deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by the Liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in Section 10.02(b) below.

(e) After paying such liabilities and providing for such reserves, the Liquidator shall cause the remaining net assets of the LLC to be distributed to and among the Members in accordance with their respective percentage interests, after taking into account all profits and losses of the LLC.

## **ARTICLE 10 – MISCELLANEOUS**

### ARTICLE 10.1 Notices.

Any and all notices, elections, consents or demands permitted or required to be made or given under this Agreement shall be in writing and shall be delivered personally, made by telecopy, or facsimile transmission, sent by overnight courier or sent by registered or certified mail, return receipt requested, to the addressee as follows:

If to Bloom Market Garden, Inc.:

Nicholas Spagnola  
48 Maverick Square, Suite 3 East  
East Boston, MA 02128

With a copy to:

Feinberg Hanson LLP  
855 Boylston Street  
Boston, MA 02116  
Attn: Alexandra Slavet

If to Maverick Dispensary, LLC

Steven E. Vasco  
71 Maverick Square  
East Boston, MA 02128

Any and all notices, elections, consents or demands permitted or required to be made or given under this Agreement shall be deemed to have been given if by hand, at the time of the delivery thereof to the receiving party, if made by email or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, if sent by overnight courier, on the next Business Day following the day such notice is delivered to the courier service, or if sent by registered or certified mail, on the third Business Day (tenth, if sent overseas) following the day such mailing is made.

ARTICLE 10.2 Successors and Assigns.

Subject to the restrictions on transfer 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 by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

ARTICLE 10.3 Partition.

The Members hereby agree that no Member nor any successor-in-interest to any Member, shall have the right while this Agreement remains in effect to have any property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have any property of the LLC partitioned, and each Member, on behalf of itself, its successors, representatives, heirs, and assigns, hereby waives any such right.

ARTICLE 10.4 No Waiver.

The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

ARTICLE 10.5 Exhibits and Schedules.

All Exhibits and Schedules attached hereto are an integral part of this Agreement and are incorporated herein by this reference.

ARTICLE 10.6 Entire Agreement.

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

ARTICLE 10.7 Captions.

Titles or captions of Articles or Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

ARTICLE 10.8 Applicable Law; Alternative Dispute Resolution.

(a) Applicable Law. 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. The parties acknowledge that the production, sale, manufacture, possession and use of cannabis is illegal under U.S. federal Law, including the investment in a company engaging in such activities, and the parties expressly waive any defense to enforcement of the terms or conditions of this Agreement based upon non-conformance with applicable law relating to cannabis and the cannabis industry.

(b) Alternative Dispute Resolution. The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), by first sending written notice to the other party(s) of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within twenty (20) Business Days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("Escalation Notice"), refer such Dispute to a mutually agreed mediation service for mediation. The parties shall provide to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including arbitration, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to any settlement proposed by the mediator, within thirty (30) days after the Escalation Notice, either party may commence binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The award rendered by the arbitrator shall be final, non-reviewable, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction.

ARTICLE 10.9 Creditors.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member or of the LLC.

ARTICLE 10.10 Separability of Provisions.

Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered to be valid from the effective date of such amendment or interpretation).

ARTICLE 10.11 Counterparts.

This Agreement may be executed in any 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.

WITNESS the execution hereof under seal as of the day first above written.

MEMBERS:

MAVERICK DISPENSARY, LLC

BLOOM MARKET GARDEN, INC.

DocuSigned by:  
*Steven Vasco*

DocuSigned by:  
*Nicholas Spagnola*

D3348E15B700428...  
By: Steven E. Vasco  
Its: Manager

004D8EE9BDB0489...  
By: Nicholas Spagnola    On Behalf of  
Its: President            Bloom Market  
   Garden, Inc.

## SCHEDULE A

## MEMBERS

As of February \_\_\_\_, 2020

Name	Address	Units	Capital Contribution	Percentage Interest
Maverick Dispensary, LLC	71 Maverick Square East Boston, MA 02128	5,000	\$	50%
Bloom Market Garden, Inc.	48 Maverick Square, STE 3 East Boston, MA 02128	5,000	\$	50%



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



EAST BOSTON BLOOM LLC  
48 MAVERICK SQ STE 3  
EAST BOSTON MA 02128-2344

000025

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

Department of Unemployment Assistance  
Certificate of Compliance Request

I, Nicholas Spagnola, do hereby certify that I have been unable to register East Boston Bloom, LLC with the Department of Unemployment Assistance and request a certificate of compliance because East Boston Bloom, LLC does not currently have any employees. As soon as East Boston Bloom, LLC can register with the Department of Unemployment Assistance, I will provide the Cannabis Control Commission with a Certificate of Compliance.

Nicholas Spagnola mgr  
East Boston Bloom, LLC

8.20.20

Date

By: Nicholas Spagnola

Its: Owner / manager



bloom  
MARKET GARDEN

**BUSINESS PLAN SUMMARY 2020**

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## **Executive Summary**

East Boston Bloom, LLC (“EBB”) has executed a Community Host Agreement with the City of Boston and is applying to receive provisional licensure from the Cannabis Control Commission as a Marijuana Retailer to be located in 71 Maverick Square, East Boston MA 02128.

## **Executive Management**

### **Luis Vasco**

- Mr. Vasco is a long time resident of East Boston, owner and operator of Maverick Square’s TacoMex and landlord of 69-71 Maverick Square, the location of our proposed dispensary site.
- Mr. Vasco has managed a liquor license in Maverick Square for 15+ years and has purchased many buildings in East Boston.
- He has also raised two children and has been a very active member of the East Boston community.

### **Steven Vasco**

- Steven is the son of Luis Vasco, long time resident of East Boston and Veteran of the United States Army.
- Steven attended the Hugh R. O’Donnell Elementary, Umana Barnes Middle, East Boston High School and then went on to serve 8 years in the United States Army.
- Steven has worked a long side his father at their restaurant TacoMex throughout his life and is and has built incredible team leader skills from his time in the United States Army.

### **Nicholas Spagnola**

- Mr. Spagnola is a resident of East Boston, local business owner and real estate broker.
- Co-Founder and former Director of New England Patient Group, Inc., a medical marijuana company. “NEPN” received a Provisional Certificate of Registration in 2016.
- A lifelong entrepreneur, Mr. Spagnola has worked with many companies seeking investment funding and has consulted privately held companies on a variety of issues including public and regulatory affairs.
- Owner/Operator of liquor and entertainment licenses.

### **Julius Sokol**

- Mr. Sokol is a long time resident of East Boston and is a very active investor in the East Boston community.

- Mr. Sokol is an owner of a number of bars and restaurants and has purchased and renovated hundreds of homes in the Boston area, many of which are located in the East Boston community.
- Graduate of the University of San Diego School of Law and served as the Business Manager for the prestigious litigation firm, Sheff Law Offices, P.C.
- Co-Founder and former Director of New England Patient Group, Inc., a medical marijuana company. “NEPN” received a Provisional Certificate of Registration in 2016.

### **Mission Statement**

As Managing Members of East Boston Bloom, LLC, we believe all cannabis businesses have an obligation to the health and well-being of their patients, customers and the communities in which they operate. We are all local residents, active members and business owners in the community and it is our principal goal to be the best neighbor possible. We believe this goal requires a direct relationship with not only community authorities, but also its residents. It is our intention to be a contributing, positive force in the community and to assist in changing the perception of those associated with marijuana use.

East Boston Bloom, LLC will offer a wide variety of marijuana and marijuana products at its retail location and will lead by prioritizing direct engagement with the community and local stakeholders while providing a customer experience that is unmatched by any other marijuana establishment in Massachusetts.

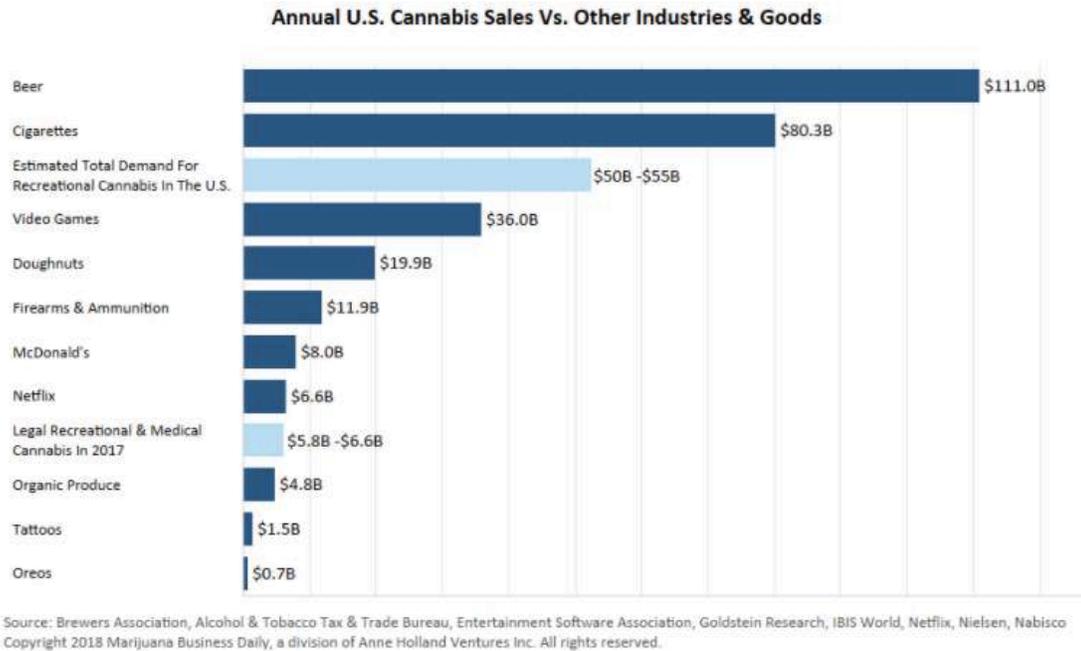
### **Retail Location**

East Boston Bloom, LLC (“EBB”) has identified a location located at 71 Maverick Square, East Boston MA, 02128. EBB has executed a 10 year lease for the property. Rent payments of \$9,000.00 per month commence upon issuance of a Final Certificate of Registration from the CCC. This location is well located, more specifically the location is transit oriented with immediate access to the Blue Line T and ample public parking in an already very transitory business district. The location is in full compliance with The City of Boston’s zoning bylaws for adult-use retail establishments.

### **Market Analysis**

East Boston Bloom, LLC believes that the Cannabis retail market faces some challenges over the next five years however we expect considerable demand for all marijuana products. EBB’s supreme location and commitment to superior customer service will solidify its role as a leader in the sector.

## Annual U.S. Cannabis Sales Vs. Other Industries & Goods Location



### Location

East Boston Bloom, LLC is located at 71 Maverick Square East Boston. Mr. Luis Vasco is also the owner of the abutting building and operator TacoMex. Our dispensary is located in a prime business district with immediate access to train and bus lines.

### Location

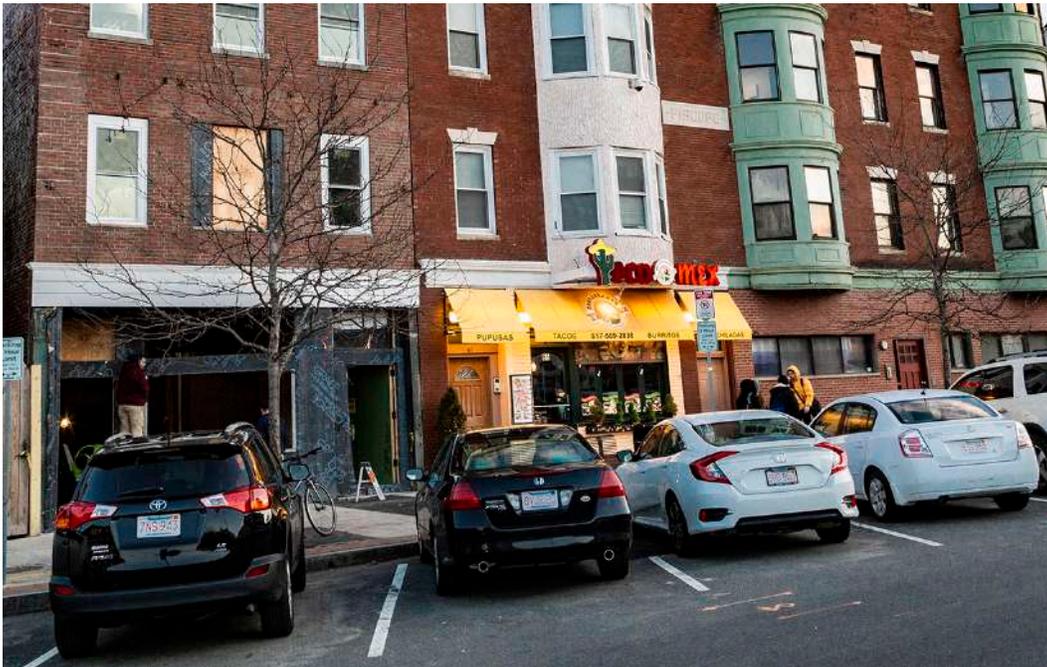
East Boston Bloom, LLC is located at 71 Maverick Square East Boston. Mr. Luis Vasco is also the owner of the abutting building and operator TacoMex. Our dispensary is located in a prime business district with immediate access to train and bus lines.



**Retail Store in Maverick Square East Boston**



**69-71 MAVERICK RENDERING**



**PHOTOGRAPH TAKEN DURING RENOVATION OF ENTIRE PROPERTY**



**RENDERING OF 69-71 MAVERICK SQUARE STORE**



**Conceptual Design-Sales Floor Upon Entry**



**Conceptual Design-Sales Floor From Rear**



**Conceptual Design-Sales Floor Top View**

### Time Line for CCC Approval

East Boston Bloom, LLC (“EBB”) (“The Company”) has executed a Host Community Agreement for the sale of adult-use marijuana in The City of Boston. Moreover, The Company expects to receive a final license for the sale of adult-use marijuana by Q2 2021. EBB expects our gross revenue numbers to level out over time, as more retail establishments open in The City of Boston.

### Construction Budget

We expect to be among the first to market. It is estimated that the proposed build-out of the retail store will cost roughly **\$302,525.00**. The landlord recently acquired the property for approximately \$1,100,000 and completed a \$1,000,000 renovation of the entire property. The property has all new utilities including sprinklers, gas lines, electric, plumbing and many major upgrades throughout. The build out of our space is limited in scope because of the previously completed construction.

<b>East Boston Bloom LLC</b>			
<b>Construction Budget</b>			
<b>Rent Vacancy</b>			<b>\$68,000.00</b>
<b>NNN Expenses</b>			<b>\$12,000.00</b>
<b>Design/Architecural Plans</b>			<b>\$8,000.00</b>
<b>Permits</b>			<b>\$3,500.00</b>
<b>PM Oversight/Overhead</b>			<b>\$27,525.00</b>
<b>Hard Costs</b>			
<b>Framing</b>			<b>\$4,500.00</b>
<b>Electric/AV Rough</b>			<b>\$9,500.00</b>
<b>Electric/AV Final</b>			<b>\$10,500.00</b>
<b>HVAC Rough</b>			<b>\$7,000.00</b>
<b>HVAC Final</b>			<b>\$4,500.00</b>
<b>Insulation</b>			<b>\$8,500.00</b>
<b>Sprinkler Fit-out</b>			<b>\$14,000.00</b>

<b>Plumbing Rough</b>			<b>\$4,000.00</b>
<b>Plumbing Final</b>			<b>\$3,000.00</b>
<b>Blueboard &amp; Plaster</b>			<b>\$8,500.00</b>
<b>Paint</b>			<b>\$6,000.00</b>
<b>Finish Flooring</b>			<b>\$12,000.00</b>
<b>Trim/Millwork</b>			<b>\$10,000.00</b>
<b>Vault/Storage/ Breakroom Buildout</b>			<b>\$20,000.00</b>
<b>Post-Construction Cleaning</b>			<b>\$1,500.00</b>
<b>Signage/TVs/Audio Video</b>			<b>\$30,000.00</b>
<b>Display Cases</b>			<b>\$30,000.00</b>
<b>Total</b>			<b>\$302,525.00</b>

**Capital Demand**

East Boston Bloom, LLC intends to seek financing directly from its Members, Maverick Dispensary LLC and Bloom Market Garden Inc.

Maverick Dispensary LLC will provide financing to EBB in the amount of \$500,000.00 .

Bloom Market Garden, Inc., will provide financing to EBB in the amount of \$500,000.00.

Estimated project cost is \$1,000,000.00.

**Banking**

East Boston Bloom, LLC will bank with a well-established institution for pre-operations and permitting. The Company will maintain the same banking relationship and account once EBB commences sales.

## 2021-2025 Financial Projections

EBB expects our gross revenue numbers to level out over time, as more retail establishments open in The City of Boston. The Company's estimated five-year financial projections are included below.

East Boston, Chelsea Revere & Winthrop Service Population	250,000	
% of Adults Use Cannabis Consumers in MA	3.00%	
Potential MMJ patients	7,500	
Targeted Market Share	10.00%	
Market Share Patients	750	
Average Estimated Daily Consumption Flower (Grams)	1	
Total Annual Consumption (Grams)	273,750	
Total Annual Consumption (Pounds)	604	
Average Retail Price Per Gram, Flower	\$20	
Average Estimated Daily Consumption Processed Products (Grams)	0.05	
Total Annual Consumption Secondary Products (Grams)	136,875	
Total Annual Consumption Secondary Products (Pounds)	302	
Average Retail Price Per Gram, Secondary Products	\$60	
<b>Gross Potential Retail Revenue 2021</b>	<b>\$13,687,500</b>	
East Boston, Chelsea Revere & Winthrop Service Population	250,000	
% of Adults Use Cannabis Consumers in MA	3.00%	
Potential MMJ patients	7,500	
Targeted Market Share	12.00%	
Market Share Patients	900	
Estimated Daily Consumption Flower (Grams)	1	
Total Annual Consumption (Grams)	328,500	
Total Annual Consumption (Pounds)	725	
Average Retail Price Per Gram, Flower	\$15	
Estimated Daily Consumption Secondary Products (Grams)	0.05	

Total Annual Consumption Secondary Products (Grams)	136,875	
Total Annual Consumption Secondary Products (Pounds)	302	
Average Retail Price Per Gram, Secondary Products	\$55	
<b>Gross Potential Retail Revenue 2022</b>	<b>\$12,455,625</b>	
East Boston, Chelsea Revere & Winthrop Service Population	250,000	
% of Adults Use Cannabis Consumers in MA	5.00%	
Potential MMJ patients	12,500	
Targeted Market Share	10.00%	
Market Share Patients	1,250	
Estimated Daily Consumption Flower (Grams)	1	
Total Annual Consumption (Grams)	456,250	
Total Annual Consumption (Pounds)	1,007	
Average Retail Price Per Gram, Flower	\$15	
Estimated Daily Consumption Secondary Products (Grams)	0.05	
Total Annual Consumption Secondary Products (Grams)	228,125	
Total Annual Consumption Secondary Products (Pounds)	504	
Average Retail Price Per Gram, Secondary Products	\$50	
<b>Gross Potential Retail Revenue 2023</b>	<b>\$18,250,000</b>	
East Boston, Chelsea Revere & Winthrop Service Population	250,000	
% of Adults Use Cannabis Consumers in MA	5.00%	
Potential MMJ patients	12,500	
Targeted Market Share	10.00%	
Market Share Patients	1,250	
Average Estimated Daily Consumption Flower (Grams)	1	
Total Annual Consumption (Grams)	456,250	
Total Annual Consumption (Pounds)	1,007	
Average Retail Price Per Gram, Flower	\$12	

Average Estimated Daily Consumption Processed Products (Grams)	0.075	
Total Annual Consumption Secondary Products (Grams)	342,188	
Total Annual Consumption Secondary Products (Pounds)	755	
Average Retail Price Per Gram, Secondary Products	\$55	
<b>Gross Potential Retail Revenue 2024</b>	<b>\$24,295,313</b>	
East Boston, Chelsea Revere & Winthrop Service Population	250,000	
% of Adults Use Cannabis Consumers in MA	5.00%	
Potential MMJ patients	12,500	
Targeted Market Share	10.00%	
Market Share Patients	1,250	
Average Estimated Daily Consumption Flower (Grams)	1	
Total Annual Consumption (Grams)	456,250	
Total Annual Consumption (Pounds)	1,007	
Average Retail Price Per Gram, Flower	\$10	
Average Estimated Daily Consumption Processed Products (Grams)	0.075	
Total Annual Consumption Secondary Products (Grams)	342,188	
Total Annual Consumption Secondary Products (Pounds)	755	
Average Retail Price Per Gram, Secondary Products	\$50	
<b>Gross Potential Retail Revenue 2025</b>	<b>\$21,671,875</b>	

**Separating Recreational from Medical Operations**

East Boston Bloom, LLC (“EBB”) does not intend to sell medical marijuana or marijuana products to registered qualifying patients at this time. As a result, EBB will not need to separate its recreational operations from its medical operations because it will only be conducting retail recreational operations.

**Dispensing Procedures**

Pursuant to 935 CMR 500.140(3), upon entry into the premise of East Boston Bloom, LLC (“EBB”) by an individual, an EBB registered marijuana establishment agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless the registered marijuana establishment agent has verified that the individual is 21 years of age or older by offering proof of identification.

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Acceptable proof of identification is limited to:

- a. Massachusetts Issued driver's license
- b. Massachusetts Issued ID card
- c. Out-of-state driver's license or ID card (with photo)
- d. Passport
- e. U.S. Military I.D.

A patient registration card is not sufficient proof of age.

If the patient, caregiver or customer does not have a valid ID or for any reason the identity of the patient, caregiver or consumer, or the validity of the ID is in question, they will not be allowed to enter the facility.

EBB reserves the right to refuse to sell marijuana products to a consumer if, in the opinion of the EBB agent based on the information available to said agent at that time, the consumer or the public would be placed at risk, in accordance with 935 CMR 500.140(5)(b). In accordance with M.G.L. c. 94G, §7, and 935 CMR 500.140(5)(c), EBB will not sell more than one ounce of marijuana or five grams of marijuana concentrate to a consumer per transaction. Additionally, EBB understands the prohibition on selling marijuana products containing nicotine and the prohibition on selling marijuana products containing alcohol, if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.

All products sold to customers will meet the requirements of 935 CMR 500.105(5)(a)-(d) addressing labeling of marijuana, marijuana products, edible marijuana infused products, marijuana concentrates and extracts and marijuana infused tinctures and topicals. Each label will include, but not be limited to: name and registration of marijuana cultivator and/or product manufacturer; the name of the product; quantity of usable marijuana; type of marijuana used in the product; directions for use of the marijuana if relevant; and a symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product. EBB will only use a point-of-sale system that has been approved by the Commission, in consultation with the DOR.

At the point of sales, consumers will again present their proof of identification to the Sales Agent to verify the consumers age before the transaction is processed. Additionally, patients and caregivers must present their patient/caregiver Commission issued ID card and 2<sup>nd</sup> form of identification. The sales Agent will process the transaction through the POS system and also the Commissions interoperable database (Virtual Gateway or "VG").

EBB will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). EBB will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been

employed to manipulate or alter sales data. EBB will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If EBB determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations

EBB will employ separate accounting practices at the point-of-sale for marijuana and marijuana products sales, and non-marijuana sales, in accordance with 935 CMR 500.140(6)(f). EBB understands that the Commission and the Department of Revenue may audit and examine the point-of-sale system used by EBB in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000. Pursuant to 935 CMR 500.140(5)(b), EBB may utilize a sales recording module that has been approved by the Department of Revenue.

Pursuant to 935 CMR 500.140(8) EBB will make available education materials about marijuana products to consumers. EBB will ensure an adequate supply is available and offered in commonly utilized languages, including appropriate materials for the visually and hearing impaired. EBB will have these materials available to the Commission for inspection upon request. The educational material, at a minimum, will include: a warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children; A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated; Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration; Materials offered to consumers to enable them to track the strains used and their associated effects; Information describing proper dosage and titration for different routes of administration, emphasizing the use of the smallest amount and explaining potency of the products; A discussion of tolerance, dependence, and withdrawal; (g) Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs; A statement that consumers may not sell marijuana to any other individual; Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and any other information required by the Commission.

### **Inventory Procedures**

- Pursuant to 935 CMR 500.105(8), East Boston Bloom, LLC (“EBB”) receive a retail license prior to its affiliated entity receiving a cultivation and product manufacturing license from the Commission, it will obtain marijuana and marijuana products from partnering Cannabis Control Commission licensed Producers and Wholesalers

Pursuant to 935 CMR 500.105(8)(c), EBB will establish inventory controls for the conduct of inventory reviews; conduct a monthly inventory of stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Real time inventory will be maintained as specified by the Commission and in accordance with 935 CMR 500.105(8)(c) and (d). Inventory will be taken daily, EBB will maintain real-time inventory and tracking procedures in compliance with 935 CMR 500.105(8)(b). Any discrepancies discovered when conducting plant inventory will be reported to the inventory manager on the same day. Pursuant to 935 CMR 500.105(8)(f), no marijuana product, including marijuana, will be sold by EBB or marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Marijuana infused products and flower inventory will be tracked and managed in the seed-to-sale tracking system and all products will be stored in the vault.

### **Maintaining of Financial Records**

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

EBB will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(6)(d). EBB will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). EBB will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. EBB will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If EBB determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR

500.140(6)(e), EBB will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding record keeping requirements.

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

### **Personnel Policies**

It is East Boston Bloom, LLC (“EBB”) policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. EBB will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

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

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

All EBB policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(h) and ensure that all employees are aware of the alcohol,

smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(j). EBB will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). EBB will enforce a policy for the dismissal of agents for prohibited offenses according to 935 CMR 105(1)(l).

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

### **Prevention of Diversion**

-  
East Boston Bloom, LLC (“EBB”) anti-diversion procedures includes methods for identifying, recording, and reporting diversion, theft, or loss and for correcting all errors and inaccuracies in inventories. The integrity of the supply chain in every stage from seed to sale shall be protected through anti-diversion methods using a comprehensive security system. All employees shall receive anti-diversion training as part of their initial and subsequent training. EBB has established a work environment that values employees and that fosters a culture of responsibility to mitigate risk and create a safe work environment. Pursuant to 935 CMR 500.105(1)(l), EBB’S Written Operating Procedures will include a policy for the immediate dismissal of any marijuana establishment agent who has diverted marijuana.

Continual supply chain risk assessments will be performed to reduce vulnerability and ensure continuity. Any discrepancies identified in inventory shall immediately be recorded and investigated to the cause. Pursuant to 935 CMR 105(13)(b), any incidents of diversion that occur during transport between marijuana establishments shall be duly reported to the Commission and law enforcement authorities. In addition, discrepancies shall be recorded and reported according to EBB’S incident response plan.

Upon entry into the premise of EBB by an individual, a EBB agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. Pursuant to 935 CMR 500.140(5)(a) EBB will refuse to sell marijuana to any consumer who is unable to produce a valid form of identification.

EBB reserves the right to refuse to sell marijuana products to a consumer if, in the opinion of the EBB agent based on the information available to said agent at that time, the consumer or the public would be placed at risk, in accordance with 935 CMR 500.140(5)(b).

In accordance with 935 CMR 500.140(4), all on site transactions are limited to one ounce of marijuana to a customer per transaction. EBB will utilize random and routine monitoring and surveillance cameras shall be performed by security personnel.

In accordance with 935 CMR 500.110(5), EBB will have a security system to prevent and detect diversion, theft or loss of marijuana. Pursuant to 935 CMR 500.110(5)(a)-(f), EBB'S security system shall include, but is not limited to: perimeter alarms; failure notification system; duress alarm; video cameras in all areas containing marijuana; 24-hour recordings that are retained for at least 90 days, contain a date and time stamp and can be exported as still images; and the ability to remain operational during power outages. Additionally, the security system will be maintained in secure locations with a back-up alarm system provided by a EBB different than that provided by our primary system. Access to said systems will be limited to personnel essential to security operations, law enforcement, the security EBB and the Commission. All equipment shall be in good working order at all times.

Any incident occurring at the EBB facility that is a breach of security shall be immediately reported within 24 hours to law enforcement and the Commission, pursuant to 935 CMR 500.110(7). Breaches include, but are not limited to: discovery of discrepancies of inventory; diversion, theft or loss of product; criminal action involving the EBB facility; unauthorized destruction of marijuana or suspicious acts involving said marijuana; loss or alteration of records; and alarm activation or failure of the security system. Incident reports shall be submitted to the Commission within 10 days of the occurrence of the act and documentation of the incident will be maintained for at least one year or throughout the duration of any related investigation.

EBB will annually obtain a security system audit by a vendor approved by the Commission and at EBB'S expense, pursuant to 935 CMR 500.100(8). EBB will submit said report within 30 days after the audit is completed and, if areas of concerns are identified, EBB will submit its mitigation plan to address the issue.

Inventories will be highly restricted, secured, and surveilled areas with posted limited access. Only managers shall have security designations to access stored inventory. Monthly inventory checks in compliance with 935 CMR 105(8)(c)(2) will be conducted. A dispensary agent's inventory shall remain locked and accessible only to that agent and a manager. The manager shall conduct routine and random auditing of dispensary agents inventory. Sales shall be documented, recorded and stored using seed-to-sale inventory tracking. Surveillance cameras shall record and store all transactions in compliance with 935 CMR 500.110(5)(a)(4).

Pursuant to 935 CMR 500.105(11)(a)-(e), EBB will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. EBB will have a separate area for storage

of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. EBB storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The EBB storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

EBB storage policy dictates that product may only be stored in areas under video surveillance. Only authorized marijuana establishment agents have access to product storage areas, product storage keys, and or access cards. Storage rooms must remain locked at all times except times needed to transfer product. Marijuana establishment agents in product rooms without authorization, or good reason, will be terminated. All product must be returned to storage at the end of processing work orders, or at the end of the business. For processing that takes more than one day, processing area and product must be locked inside an area with adequate security.

All finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft or loss, pursuant to 935 CMR 500.110(1)(f). Additionally, EBB will prohibit keys, if any, from being left in the locks or stored or place in a location accessible to persons other than specifically authorized personnel. EBB will also ensure that that all marijuana products are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft.

Pursuant to 935 CMR 500.105(12)(b), all liquid waste containing marijuana or marijuana byproducts shall be disposed of in compliance with all applicable state and federal requirements. Any remaining marijuana waste shall be ground and mixed with other organic materials, as defined in 301 CMR 16.02 and in accordance with 935 CMR 500.105(12)(c)(2.b). Solid waste containing cannabis waste generated at our Marijuana Establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purpose, in compliance with 935 CMR 500.105(12)(c). A minimum of two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12).

Pursuant to 935 CMR 500.105(13)(d), EBB will transport marijuana products in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and the storage compartment will be sufficiently secure that it cannot be easily removed. If EBB plans to transport marijuana products to multiple other establishments in the future, it will seek the Commission's permission to adopt reasonable alternative safeguards.

A copy of the shipping manifest shall be transmitted to the receiving dispensary prior to transport. All dispensary deliveries shall be processed prior to leaving a marijuana establishment in accordance with 935 CMR 500.105(13)(a)(7). Pursuant to 935 CMR

500.105(13)(a)(6) all vehicles transporting marijuana products will be staffed with a minimum of two marijuana establishment agents and one agent shall remain with the transportation vehicle at all time. Delivery routes and times will be randomized as required by 935 CMR 500.105(13)(a)(12).. Once the delivered product is accounted for, it shall be stored in the locked and secured and monitored safe room.

In case of loss inventory discrepancies discovered by any employee shall be reported to the department manager upon discovery. The manager shall report all unresolved inventory discrepancies to the Cannabis Control Commission and law enforcement authorities in accordance 935 CMR 500.105(13)(b). An internal investigation to determine the outcome of the inventory discrepancy will also be conducted.

### **Procedures for Quality Control and Testing of Product**

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

In accordance with 935 CMR 500.130(2), EBB will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. In addition, EBB’S policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), EBB will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. EBB will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are

destroyed. EBB storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The EBB storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

EBB has a Quality Manager who will oversee the EBB facility to maintain strict compliance with DPH regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160. All Marijuana Infused Products (“MIPs”) sold will be produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

All EBB agents whose job includes contact with marijuana or non-edible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. All EBB agents working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough hand-washing. The hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

EBB will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations, in accordance with 935 CMR 500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR 500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

EBB will also provide our employees with adequate, readily accessible toilet facilities that are maintained in sanitary condition and in good repair. All products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Our quality assurance manager will ensure all batches of Marijuana and MIPs have been tested, by an independent testing laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Department, including but not limited to mold, mildew, heavy metals, -growth regulators, and the presence of pesticides.

## **Qualifications and Training**

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

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

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

Training will be recorded and retained in dispensary agents file. Training records will be retrained by EBB for at least one year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.

### **Record Keeping Procedures**

East Boston Bloom, LLC’s (“EBB”) records will be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory

records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

EBB will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. EBB will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, EBB will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. EBB will keep these records for at least 3 years.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with EBB, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of EBB and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of EBB will be available for inspection by the Commission upon request. EBB's records will be maintained in accordance with generally accepted accounting principles. EBB will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

### **Restricting Access to Age 21 or Older**

Upon entry into the premise of East Boston Bloom, LLC ("EBB") by an individual, a EBB agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. EBB's management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of EBB are 21 years of age or older.

To verify an individual's age, an EBB Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver's license; Massachusetts issued ID card; Out-of-state driver's license or ID

card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by EBB. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

EBB will train all Retail and Security Agents on the verification and identification of individuals. All Agents will enroll in and complete the Responsible Vendor Training Program when it is available. This curriculum will include: Diversion prevention and prevention of sales to minors; and Acceptable forms of identification, including how to check identification, spotting false identification, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

EBB will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by EBB employees while at the facility or engaged in transportation. EBB will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years of age or older.

While at the facility or transporting marijuana for the facility all EBB Agents must carry their valid Agent Registration Card issued by the Commission. All EBB Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the EBB facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to EBB upon exit.

The following individuals shall be granted immediate access to the facility: Representatives of the Commission in the course of responsibilities authorized by Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017 or 935 CMR 500.000; representatives of other state agencies in the Commonwealth; emergency responders in the course of responding to an emergency; and law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits, walls, partitions, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by EBB, agents of the Commission, state and local law enforcement and emergency personnel. All EBB employees will visibly display an employee identification badge issued by EBB at all times while EBB's Marijuana Establishments or transporting marijuana.

## **Plan for Obtaining Marijuana or Marijuana Products**

EBB LLC. (“EBB”) is currently not affiliated with any entity holding a license to cultivate marijuana or manufacture marijuana products in the Commonwealth of Massachusetts pursuant to 935 CMR 500.000 et seq. As such, EBB plans to purchase marijuana and marijuana products from those entities licensed to cultivate and manufacture marijuana and marijuana products under 935 CMR 500.000 et seq. EBB will ensure that all marijuana and marijuana products purchased from licensed marijuana cultivators and product manufacturers are in compliance with 935 CMR 500.160(9), requiring marijuana and marijuana products be tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160 prior to the sale or marketing for adult use of any such marijuana or marijuana product.

## **Security Plan**

East Boston Bloom, (“EBB”) security plan is to protect the premises, provide a safe environment for patients, caregivers, staff, visitors and the general public, and to deter and prevent theft and diversion of product. EBB recognizes and prepares for both internal and external security threats, all employees will go through security training. Security plans will be reviewed and amended as needed. Violation of security policies by EBB agents and employees is grounds for immediate dismissal.

Pursuant to 935 CMR 500.110(1)(a)-(o), EBB will implement sufficient safety measures to prevent unauthorized entrance into the EBB facility and theft of marijuana from occurring. These security measures include, but are not limited to: properly identifying individuals entering the EBB facility to limit access to those 21 years or older; preventing loitering; properly disposing of marijuana products; securing entrances and establishing limited access areas for authorized personnel; ensuring proper storage of marijuana and marijuana products; keeping locks in good condition and preventing keys to said locks from being accessible to unauthorized individuals; ensuring property lighting of the exterior of the EBB facility; keeping marijuana products out of plain site; developing emergency procedures; and sharing EBB’s security plan and procedures and relevant updates with law enforcement and fire services. If EBB identifies alternate security provisions that might be regarded as adequate substitutes for any security requirements, EBB will submit a request for acceptance of these provisions pursuant to 935 CMR 500.110(2).

EBB will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by EBB employees while at the facility or engaged in transportation. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the EBB facility. The

visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to EBB upon exit. All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by EBB, agents of the Commission, state and local law enforcement and emergency personnel. All EBB employees will visibly display an employee identification badge issued by EBB at all times while EBB's Marijuana Establishments or transporting marijuana.

All finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft or loss, pursuant to 935 CMR 500.110(1)(f). Additionally, EBB will prohibit keys, if any, from being left in the locks or stored or placed in a location accessible to persons other than specifically authorized personnel. EBB will also ensure that all marijuana products are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft.

Pursuant to 935 CMR 500.105(12)(b), all liquid waste containing marijuana or marijuana byproducts shall be disposed of in compliance with all applicable state and federal requirements. Any remaining marijuana waste shall be ground and mixed with other organic materials, as defined in 301 CMR 16.02 and in accordance with 935 CMR 500.105(12)(c)(2.b). Solid waste containing cannabis waste generated at our Marijuana Establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purpose, in compliance with 935 CMR 500.105(12)(c). A minimum of two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12).

In accordance with 935 CMR 500.110(5), EBB will have a security system to prevent and detect diversion, theft or loss of marijuana. Pursuant to 935 CMR 500.110(5)(a)-(f), EBB's security system shall include, but is not limited to: perimeter alarms; failure notification system; duress alarm; video cameras in all areas containing marijuana; 24-hour recordings that are retained for at least 90 days, contain a date and time stamp and can be exported as still images; and the ability to remain operational during power outages. Additionally, the security system will be maintained in secure locations with a back-up alarm system provided by a EBB different than that provided by our primary system. Access to said systems will be limited to personnel essential to security operations, law enforcement, the security EBB and the Commission. All equipment shall be in good working order at all times.

Any incident occurring at the EBB facility that is a breach of security shall be immediately reported within 24 hours to law enforcement and the Commission, pursuant

to 935 CMR 500.110(7). Breaches include, but are not limited to: discovery of discrepancies of inventory; diversion, theft or loss of product; criminal action involving the EBB facility; unauthorized destruction of marijuana or suspicious acts involving said marijuana; loss or alteration of records; and alarm activation or failure of the security system. Incident reports shall be submitted to the Commission within 10 days of the occurrence of the act and documentation of the incident will be maintained for at least one year or throughout the duration of any related investigation.

EBB will annually obtain a security system audit by a vendor approved by the Commission and at EBB'S expense, pursuant to 935 CMR 500.100(8). EBB will submit said report within 30 days after the audit is completed and, if areas of concerns are identified, EBB will submit its mitigation plan to address the issue.

Hours of Operation: 9am-7pm Monday through Saturday and 11:00am-7pm on Sunday.

After Hours Contact Information: 781-241-3355 OR [Help@BloomMarketGarden.com](mailto:Help@BloomMarketGarden.com)

### **Storage of Marijuana**

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

EBB storage policy dictates that product may only be stored in areas under video surveillance. Only authorized marijuana establishment agents have access to product storage areas, product storage keys, and or access cards. Storage rooms must remain locked at all times except times needed to transfer product. Marijuana establishment agents in product rooms without authorization, or good reason, will be terminated. All product must be returned to storage at the end of processing work orders, or at the end of the business. For processing that takes more than one day, processing area and product must be locked inside an area with adequate security.

Pursuant to 935 CMR 500.105(13)(d), EBB will transport marijuana products in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and the storage compartment will be sufficiently secure that it cannot be easily removed. If EBB plans to transport marijuana products to multiple other establishments

in the future, it will seek the Commission's permission to adopt reasonable alternative safeguards.

### **Transportation of Marijuana**

Pursuant to 935 CMR 500.105(13)(a), East Boston Bloom, LLC ("EBB") will only transport marijuana between its licensed Marijuana Establishments and by its registered marijuana establishment agents. All Marijuana Establishments involved in the transportation will ensure that the products are linked to seed-to-sale tracking and any undeliverable product or refused product will be shipped to the originating establishment in accordance with 935 CMR 500.105(13)(a)(5). All vehicles will be staffed by a minimum of two agents, with at least one remaining in the vehicle at all times. Prior to leaving the Marijuana Establishment for the purpose of transporting marijuana products, the originating Marijuana Establishment will weigh, inventory, and account for, on video, all marijuana products to be transported. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video must show each product being weighed, the weight, and the manifest. The product will be weighed and inventoried upon both departure and arrival and a log will be maintained describing any vehicle stops. All routes will be randomized and will be within the Commonwealth.

In accordance with 935 CMR 500.105(13)(c), when transporting marijuana products, not other products will be transported or stored in the same vehicle. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical and microbial contamination as well as against deterioration of finished products or their containers pursuant to 935 CMR 500.105(3)(b)(15).

EBB will be in compliance with all transportation storage requirements when marijuana products in the vehicle of 935 CMR 500.105(13)(d), including the use of secure, locked storage compartments that are not part of the vehicle transporting the marijuana; and the use of a sufficiently secure storage compartment that cannot be easily removed.

Pursuant to 935 CMR 500.105(13)(b), Marijuana Establishment agents must document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours of the discovery of the discrepancy. EBB Marijuana Establishment Agents will report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.

All EBB agents involved in transportation of marijuana products will have a drivers license in good standing issued by the Massachusetts Registry of Motor Vehicles and will carry their agent registration card at all times in compliance with 935 CMR 500.105.(13)(g).

In accordance with 935 CMR 500.105(13)(b), EBB agents will document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities within 24 hours of the discovery of the discrepancy. All vehicles accidents, diversions, losses or other incidents deemed reportable that occur during transport shall be reported within 24 hours.

All vehicles that are used for transport shall comply with 935 CMR 500.105(13)(c). The vehicle used for transportation will be owned or leased by EBB, properly registered, inspected and insured with the Commonwealth, equipped with a Commission-approved alarm system and have heating and cooling systems appropriate for marijuana products. EBB will use a vehicle to transport marijuana products that contained a GPS monitoring device that is in compliance with 935 CMR 500.105(13)(1). Each EBB Marijuana Establishment Agent transporting marijuana products shall have access to a secure form of communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products. The vehicle will not have any markings that indicate the content and marijuana products will not be visible from outside the vehicle. As stated in 935 CMR 500.105(3)(b)(16), all 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).

Pursuant to 935 CMR 500.105(13)(d), EBB will transport marijuana products in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and the storage compartment will be sufficiently secure that it cannot be easily removed. If EBB plans to transport marijuana products to multiple other establishments in the future, it will seek the Commission's permission to adopt reasonable alternative safeguards. As stated in 935 CMR 500.105(3)(b)(16)

EBB will ensure that each vehicle transporting marijuana products will have a GPS monitoring device that complies with 935 CMR 500.105(13)(e). Each EBB agent transporting marijuana will have access to a secure form of communication and will test said devices prior to and immediately after leaving the originating location. Contact will be made with the originating location every 30 minutes throughout the trip.

Manifests will be completed in accordance with 935 CMR 500.105(13)(f). All transportation manifests shall be filled out in triplicate, with the original manifest remaining with the originating Marijuana Establishment, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed marijuana establishment agent during transportation and returned to the Marijuana Establishment or Marijuana Transporter upon completion of the transport, pursuant to

935 CMR 500.105(f)(1). Prior to transport, the manifest shall be securely transmitted to the destination Marijuana Establishment by facsimile or email.

Pursuant to 935 CMR 500.105(13)(f)(3), upon arrival, the agent at the destination establishment shall compare the manifest produced by the agents who transported the marijuana to the copy transmitted by facsimile or email. This manifest must, at a minimum, include: the originating establishment name, address, and license number; the names and registration numbers of the agents who transported the marijuana; the name and registration number of the agent who prepared the manifest; the destination establishment name, address, and license number; a description of the products being transported, including the weight; the mileage of the transporting vehicle at departure from the originating establishment, at the destination, and upon return at the originating establishment; the date and time of departure from originating the establishment and arrival at destination establishment; a signature line for the agent who receives the marijuana products; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighed and re-inventoried; the name of the agent at the destination establishment who re-weighed and re-inventoried products; and the transportation vehicle's make, model, and license plate.

The manifest will be maintained within the vehicle during the entire transportation process, until delivery is completed. EBB will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

### **Restricting Access to Age 21 or Older**

Upon entry into the premise of East Boston Bloom, LLC (“EBB”) by an individual, a EBB agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. EBB’s management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of EBB are 21 years of age or older.

To verify an individual’s age, an EBB Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver’s license; Massachusetts issued ID card; Out-of-state driver’s license or ID card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by EBB. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

EBB will train all Retail and Security Agents on the verification and identification of individuals. All Agents will enroll in and complete the Responsible Vendor Training Program when it is available. This curriculum will include: Diversion prevention and prevention of sales to minors; and Acceptable forms of identification, including how to check identification, spotting false identification, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

EBB will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by EBB employees while at the facility or engaged in transportation. EBB will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years or age or older.

While at the facility or transporting marijuana for the facility all EBB Agents must carry their valid Agent Registration Card issued by the Commission. All EBB Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the EBB facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to EBB upon exit.

The following individuals shall be granted immediate access to the facility: Representatives of the Commission in the course of responsibilities authorized by Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017 or 935 CMR 500.000; representatives of other state agencies in the Commonwealth; emergency responders in the course of responding to an emergency; and law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits,

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walls, partitions, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by EBB, agents of the Commission, state and local law enforcement and emergency personnel. All EBB employees will visibly display an employee identification badge issued by EBB at all times while EBB's Marijuana Establishments or transporting marijuana.

## **Personnel Policies**

It is East Boston Bloom, LLC (“EBB”) policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. EBB will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

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

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

All EBB policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(h) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(j). EBB will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). EBB will enforce a policy for the dismissal of agents for prohibited offenses according to 935 CMR 105(1)(l).

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

### **Procedures for Quality Control and Testing of Product**

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

In accordance with 935 CMR 500.130(2), EBB will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. In addition, EBB’S policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

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

EBB has a Quality Manager who will oversee the EBB facility to maintain strict compliance with DPH regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160. All Marijuana Infused Products (“MIPs”) sold will be produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

All EBB agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. All EBB agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough hand-washing. The hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

EBB will provide sufficient space for placement of equipment and storage of materials as is

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necessary for the maintenance of sanitary operations, in accordance with 935 CMR 500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR 500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

Pursuant to 935 CMR 500.105(3)(b)(11), EBB's water supply will be sufficient for necessary operations able to meet our needs. The plumbing requirements of 935 CMR 500.105(3)(b)(12) will be met through adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the EBB facility. EBB will also provide our employees with adequate, readily accessible toilet facilities that are maintained in sanitary condition and in good repair. All products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Our quality assurance manager will ensure all batches of Marijuana and MIPs will be tested, by an independent testing laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Department, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides.

Environmental media will be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1). All testing results will be maintained by EBB for no less than one year in accordance with 935 CMR 500.160(3).

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

### **Qualifications and Training**

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

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

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

Training will be recorded and retained in dispensary agents file. Training records will be retrained by EBB for at least one year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.

### **Record Keeping Procedures**

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

EBB will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. EBB will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, EBB will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. EBB will keep these records for at least 3 years.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with EBB, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of EBB and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of EBB will be available for inspection by the Commission upon request. EBB's records will be maintained in accordance with generally accepted accounting principles. EBB will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

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### **Separating Recreational from Medical Operations**

East Boston Bloom, LLC (“EBB”) does not intend to sell medical marijuana or marijuana products to registered qualifying patients at this time. As a result, EBB will not need to separate its recreational operations from its medical operations because it will only be conducting retail recreational operations.

### **Maintaining of Financial Records**

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

EBB will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(6)(d). EBB will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). EBB will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. EBB will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If EBB determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(6)(e), EBB will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

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

## Diversity Plan

### I. Intent

East Boston Bloom, LLC (“EBB”) is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful EBB will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

### II. Purpose

EBB’s Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

EBB’s Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

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

### III. Proposed Initiatives, Goals and Metrics

**GOAL 1:** Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce

**Proposed Initiative:** As part of its hiring plan, EBB will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, veterans, people with disabilities, and LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, EBB will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as Masshire Career Center;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);

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- Attend community group meetings in and around East Boston, at least two annually, to introduce EBB and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

EBB will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. EBB will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with EBB. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

**Metrics and Evaluation:** EBB will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. EBB will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of EBB. EBB will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, EBB will be able to demonstrate to the Commission the success of this initiative. The progress or success will be documented one year from provisional licensure.

**GOAL 2:** Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

**Proposed Initiative:** To accomplish this goal, EBB will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and LGBTQ+ individuals. (herein referred to as Plan Populations).

**Metrics and Evaluation:** EBB will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. EBB will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, EBB will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce EBB and address the existing hiring needs to attract a diverse array of suppliers. EBB will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, EBB will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with EBB. EBB's goal will be to work with at least 15% of businesses who identify as one of the Plan Populations throughout its supply chain and services. EBB will assess these percentages annually and will be able to demonstrate and

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document to the Commission the progress or success will be documented one year from provisional licensure.

**IV. Conclusion**

EBB will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by EBB will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

### **Energy Compliance Plan**

At all times, East Boston Bloom, LLC (“EBB”) Marijuana Establishment will satisfy minimum energy efficiency and conservation standards as required by the Commission and in accordance with 935 CMR 500.105(15). EBB will strive to reduce energy demand, including by not limited to, the following:

- Use of natural lighting where feasible and compliant with CCC regulations;
- Replacement of the garage doors with high performance low-E glazing
- Insulate remaining walls and the ceiling to meet or exceed the Energy Code for commercial buildings.
- Purchase and installation of LED lights, where feasible;
- Utilization of advanced and energy efficient HVAC systems;
- Energy efficient cooling tower;
- Hot water tank with hybrid design to enhance overall energy efficiency.
- Insulated glazing;
- New building insulation, where feasible.

The project will be in compliance with the International Building Code’s requirements for sustainable and energy conservation in construction. EBB will work closely with the utility to create and execute an energy savings plan, including:

- Understanding of how we consume energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Solicit customized energy improvement recommendations from professionals and determine how and if such recommendations can be incorporated into our business plan; and
- Identify cost incentives through utility energy programs, such as Mass Save programs to explore financial incentives for energy efficiency and demand reduction measures.