



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

 License Number:
 MR284664

 Original Issued Date:
 03/07/2023

 Issued Date:
 03/07/2023

 Expiration Date:
 03/07/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Botanica LLC

Phone Number: Email Address: mrad1671@gmail.com

443-466-6948

Business Address 1: 620 Broadway Business Address 2:

Business City: Somerville Business State: MA Business Zip Code: 02145

Mailing Address 1: 31 Rogers Ave Mailing Address 2:

Mailing City: Somerville Mailing State: MA Mailing Zip Code: 02144

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a

DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 49 Percentage Of Control: 49

Role: Executive / Officer Other Role:

Date generated: 04/05/2023 Page: 1 of 6

First Name: Denise Last Name: O'Donovan Suffix:

Gender: Female 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: 2 Percentage Of Control: 2

Role: Manager Other Role:

First Name: Brenda Last Name: DeAngelis Suffix:

Gender: Female 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 3

Percentage Of Ownership: 47 Percentage Of Control: 47

Role: Manager Other Role:

First Name: Michael Last Name: O'Donovan 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 4

Percentage Of Ownership: 2 Percentage Of Control: 2

Role: Executive / Officer Other Role:

First Name: Matthew Last Name: Radebach Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Denise Last Name: Suffix:

O'Donovan

Types of Capital: Monetary/ Other Type of Capital: Total Value of the Capital Provided: Percentage of Initial Capital:

Equity \$985027.26 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

Date generated: 04/05/2023 Page: 2 of 6

DISCLOSURE OF INDIVIDUAL INTERESTS Individual 1

First Name: Matthew Last Name: Radebach Suffix:

Marijuana Establishment Name: Berkley Botanicals Business Type: Marijuana Retailer

Marijuana Establishment City: Berkley Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 620 Broadway

Establishment Address 2:

Establishment City: Somerville Establishment Zip Code: 02145

Approximate square footage of the establishment: 4000 How many abutters does this property have?: 186

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
Certification of Host	HCA Certification - Botanica.pdf	pdf	628cf9ceeb816b0008658be3	05/24/2022
Community Agreement				
Plan to Remain Compliant with	FINAL - Plan to Remain Compliant with Local	pdf	628cfa31eb816b0008658cc3	05/24/2022
Local Zoning	Zoning.pdf			
Community Outreach Meeting	04.09.20_Form_COM_Attestation.pdf	pdf	628cfa9ceb816b0008658f8f	05/24/2022
Documentation				
Community Outreach Meeting	ATTACHMENT A - Newspaper filing.pdf	pdf	628cfa9e3bea2b0008c5ff7a	05/24/2022
Documentation				
Community Outreach Meeting	ATTACHMENT B - Town Clerk.pdf	pdf	628cfaa13bea2b0008c5ff9a	05/24/2022
Documentation				
Community Outreach Meeting	ATTACHMENT C - Certified mail	pdf	62a209b9eb816b000877b2d2	06/09/2022
Documentation	receipts_Redacted.pdf			

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload
				Date
Other	Chelsea Dept of Veterans' Services.pdf	pdf	631fea9ed239e20007f33de9	09/12/2022
Plan for Positive	11.8.22 Plan to Positively Impact Areas of	pdf	636af5cb48ddb300087c1a6b	11/08/2022
Impact	Disproportionate Impact.pdf			

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION Individual Background Information 1

Date generated: 04/05/2023 Page: 3 of 6

Role: Executive / Officer Other Role:

First Name: Denise Last Name: O'Donovan Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager Other Role:

First Name: Brenda Last Name: DeAngelis Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer Other Role:

First Name: Matthew Last Name: Radebach Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Manager Other Role:

First Name: Michael Last Name: O'Donovan Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Secretary of Commonwealth - Certificate of	Letter of Good Standing Sec	pdf	628d27073bea2b0008c6929b	05/24/2022
Good Standing	State.pdf			
Department of Revenue - Certificate of Good	Certificate of Good Standing	pdf	628d2709eb816b0008662704	05/24/2022
standing	DOR.pdf			
Bylaws	Operating Agreement.pdf	pdf	628d270a3bea2b0008c692af	05/24/2022
Articles of Organization	MA Certificate of	pdf	628d270ceb816b0008662718	05/24/2022
	Organization.pdf			
Articles of Organization	MA Articles of	pdf	628d270eeb816b000866272c	05/24/2022
	Organization.aspx.pdf			
Department of Revenue - Certificate of Good	Unemployment Affidavit.pdf	pdf	62a20ce1eb816b000877c48c	06/09/2022
standing				

No documents uploaded

Massachusetts Business Identification Number: 001371194

Doing-Business-As Name: Botanica LLC

DBA Registration City: Somerville

Date generated: 04/05/2023 Page: 4 of 6

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	628d29413bea2b0008c6983e	05/24/2022
Business Plan	Business Plan.pdf	pdf	628d315ceb816b0008664194	05/24/2022
Proposed Timeline	Proposed timeline.pdf	pdf	628fbf533bea2b0008c99c2a	05/26/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Plan for obtaining marijuana or	Plan for obtaining marijuana or	pdf	628d35c63bea2b0008c6b73e	05/24/2022
marijuana products	marijuana products.pdf			
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21	pdf	628d35c7eb816b0008664b5d	05/24/2022
	or Older.pdf			
Prevention of diversion	Prevention of Diversion.pdf	pdf	628d35cb3bea2b0008c6b791	05/24/2022
Storage of marijuana	Storage Plan.pdf	pdf	628d35cb3bea2b0008c6b7ad	05/24/2022
Separating recreational from medical	Seperating recreational from medical	pdf	628d35daeb816b0008664b8c	05/24/2022
operations, if applicable	operations.pdf			
Transportation of marijuana	Transportation Plan.pdf	pdf	628d35fc3bea2b0008c6b7d2	05/24/2022
Inventory procedures	Inventory Procedures.pdf	pdf	628d35fdeb816b0008664ba6	05/24/2022
Quality control and testing	Quality Control Plan .pdf	pdf	628d35fe3bea2b0008c6b7e6	05/24/2022
Dispensing procedures	Dispensing procedures .pdf	pdf	628d35ffeb816b0008664bba	05/24/2022
Personnel policies including background	Personel Plan .pdf	pdf	628d36013bea2b0008c6b7fa	05/24/2022
checks				
Record Keeping procedures	Recordkeeping Plan.pdf	pdf	628d36173bea2b0008c6b82c	05/24/2022
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	628d3618eb816b0008664be9	05/24/2022
Qualifications and training	Qualifications and training.pdf	pdf	628d361a3bea2b0008c6b876	05/24/2022
Energy Compliance Plan	Energy Plan.pdf	pdf	628d3ad1eb816b000866564f	05/24/2022
Diversity plan	6.7.22 Diversity Plan.pdf	pdf	62a20d7b5871d10008881b07	06/09/2022
Security plan	6.7.22 Security Plan.pdf	pdf	62a20d7d5871d10008881b1e	06/09/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

Date generated: 04/05/2023 Page: 5 of 6

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 11:00 AM	Sunday To: 6:00 PM



Host Community Agreement Certification Form

Instructions

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

Certification

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

i.	Name of applicant:
	Botanica, LLC
2.	Name of applicant's authorized representative:
	Denise O'Donovan
3.	Signature of applicant's authorized representative:
	Mile Vilander
4.	Name of municipality:
	City of Somerville
5.	Name of municipality's contracting authority or authorized representative:
	Kotjana Ballantyne
	1

6.	Signature of municipality's contracting authority or authorized representative:
	Jatjana Jallautyne
7.	email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and
	501.102(1).):
	mayor @ somerville ma.gov
8.	Host community agreement execution date:
	may 10, 2021

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Plan to Remain Compliant with Local Zoning

Botanica, LLC ("Botanica LLC") will remain compliant at all times with the local zoning requirements set forth by the City of Somerville. In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

Botanica, LLC had several meetings with various municipal officials and boards to discuss Botanica, LLC's plans for a proposed Marijuana Retail Establishment and has executed a Host Community Agreement with the City of Somerville. Botanica has also been approved for its license from the Somerville Licensing Commission. Botanica, LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Botanica, LLC's marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Botanica, LLC – Response to more information for Host Community Information (plan to remain compliant with Local Zoning). Zoning for 620 Broadway, Somerville, MA is CC5 per the Somerville Zoning Code and atlas. Due to COVID-19, Botanica's landlord has applied to the Somerville Zoning Board of Appeals and Planning Board to construct a one-story 7,737 sf building of which Botanica will be 1 of 3 tenants therein. The Zoning Board of Appeals approved the variance for a 1-story building on December 15, 2021The Planning board approval is required to obtain a special permit. Attached are the planning board rules and regulations governing the issuance of special permits in the general business and special business overlay which Botanica will comply therewith.

In Summary the requirements are:

- Plan to be submitted to planning board, city councilors, Planning Board, board of health, building inspector, fire department, police department, and highway department.
- Public hearing with abutter notification to address traffic, water and sewer, community impact, including, site design, historic impact, design character, evaluation of public and private water system and wastewater, school system, fire protection, police protection, open space and mitigation of any adverse impact.
- Special permit compliance meeting with Planning Board and applicant and issue a compliance report notifying building inspector prior to issuance of a Certificate of Occupancy.

- Performance guarantee and landscape performance guarantee
- Site landscaping and site lighting requirements
- Loading requirements.

Board of Health Rules and Regulations – they are also attached In Summary the requirements are:

- Rules to prevent nuisance from noise and odor
- No sales to persons under 21 years of age
- Persons in sales must be 21 years of age
- All sales are face to face
- Marijuana operating permits are issued annually
- Any person who sells cultivates or distributes cannabis must have a current license issued by the CCC.
- RMD shall sell primarily marijuana, marijuana products and accessories.
- If necessary hazardous waste permit
- manufacture of marijuana products and foods must be conducted in a state licensed marijuana facility and in accordance with all applicable state regulations. Marijuana Businesses and business agents must comply with 105 cmr 590.000 minimum sanitation standards for food establishments.
- All cultivation, processing, manufacturing, delivery and sales and use of Marijuana products shall be conducted in compliance with all laws, bylaws.
- Submit a security plan for review to the Somerville Police Department.



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

I, the below indicated authorized representative of that the applicant, attest tha	t the applicant has
complied with the Community Outreach Meeting requirements of 935 CMR 5	00.101 and/or 935
CMR 501.101 as outlined below:	

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



4.	A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."
	a. Date of publication:
5.	b. Name of publication: A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."
	a. Date notice filed:
6.	A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.
	a. Date notice(s) mailed:
7.	The applicant presented information at the Community Outreach Meeting, which at a minimum included the following: a. The type(s) of ME or MTC to be located at the proposed address; b. Information adequate to demonstrate that the location will be maintained securely c. Steps to be taken by the ME or MTC to prevent diversion to minors; d. A plan by the ME or MTC to positively impact the community; and e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8.	Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:	
Name of applicant's authorized representative:	
Signature of applicant's authorized appresentative:	

LEGAL NOTICES

Legal Notices can also be viewed on our website at www.thesomervilletimes.com

COMMONWEALTH OF MASSACHUSETTS The Trial court **Probate and Family Court Middlesex Probate and Family Court** 10-U Commerce Way Woburn, MA. 01801

Docket No. MI22P0615PM

CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTED ORDER PURSUANT TO G. Lc. 190B, § 5-304 & § 5-405

In the matter of: Manuel J Goncalves

RESPONDENT (Person to be Protected/Minor)

Of: Somerville, MA.

To the named Respondent and all other interested persons, a petition has been filed by

Maria D Goncalves of Somerville, MA Susana M Jacobsen of Whitman, MA

in the above captioned matter alleging that Manuel J Goncalves is in need of a Conservator or other protective order and requesting that

Susana M Jacobsen of Whitman, MA

(or some other suitable person) be appointed as Conservator to serve Without Surety on the bond.

The petition ask the court to determine that the Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed conservator is appropriate. The petition is on file with this court.

You have a right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return day 03/10/2022. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE

The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above- named person cannot afford a lawyer, one may be appointed at State expense.

Witness: WITNESS, Hon. Maureen H Monks, First Justice of this Court.

Date: February 10, 2022

Tara E. Di Cristofaro **Register of Probate**

ORDER OF NOTICE

It is **ORDERED** that a copy of this citation be:

Served, with a copy of the Petition, in hand to Manuel J Goncalves by a disinterested person at least Fourteen (14) prior to the return date; or if applicable, pursuant to G.L. c. 190B, §5-405, by leaving a copy of the petition and citation at the Respondent's last and usual place of abode: and

Served on the Department of Developmental Services and/or the United States Department of Veterans' Affairs, if interested, and served on all other interested persons as defined in G.L. c. 190B, §5-304(a) and §5-206(b), at least Fourteen (14) days prior to the return date by delivering in hand or by mailing by certified, registered, or first-class mail as described in G.L. c. 190B, §1-401; or

by publishing a copy of the citation once in The Somerville Times, publication to be at least **Seven (7)** days prior to the return date.

WITNESS, Hon. Maureen H Monks, First Justice of this Court

Date: February 10, 2022

Tara E. Di Cristofaro **Register of Probate**

2/23/22 The Somerville Times

COMMONWEALTH OF MASSACHUSETTS

The Trial court **Probate and Family Court Middlesex Probate and Family Court** 10-U Commerce Way Woburn, MA. 01801

Docket No. MI22P0614GD

(Alleged Incapacitated Person)

CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF **GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO** G.L. c. 190B, §5-304

In the matter of: Manuel J Goncalves

RESPONDENT

Of: Somerville, MA.

To the named Respondent and all other interested persons, a petition has been filed by

Maria D Goncalves of Somerville, MA Susana M Jacobsen of Whitman, MA

in the above captioned matter alleging that Manuel J Goncalves is in need of a Guardian and requesting that

of Somerville, MA Susana M Jacobsen of Whitman, MA

(or some other suitable person) be appointed as Guardian to serve Without Surety on the bond.

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority.

You have a right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return day 03/10/2022. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE

The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above- named person cannot afford a lawyer, one may be appointed at State expense.

Witness: WITNESS, Hon. Maureen H Monks, First Justice of this Court.

Date: February 10, 2022

Tara E. Di Cristofaro **Register of Probate**

ORDER OF NOTICE

It is **ORDERED** that a copy of this citation be: Served, with a copy of the Petition, in hand to Manuel J Goncalves by a disinterested person at least Fourteen (14) prior to the return date;

Served on the Department of Developmental Services and/or the United States Department of Veterans' Affairs, if interested, and served on all other interested persons as defined in G.L. c. 190B, §5-304, at least Fourteen (14) days prior to the return date by delivering in hand or by mailing by certified, registered, or first-class mail as described in G.L. c. 190B, §1-401; or

by publishing a copy of the citation once in The Somerville Times, publication to be at least Seven (7) days prior to the return date.

See Standing Order 03-09: Notice in Guardianship of Incapacitated **Persons and Conservatorship Matters**

WITNESS, Hon. Maureen H Monks, First Justice of this Court

Date: February 10, 2022

Tara E. Di Cristofaro **Register of Probate**

2/23/22 The Somerville Times

Commonwealth of Massachusetts The Trial Court **Probate and Family Court**

Norfolk Division

Docket No. 21D1296DR

SUMMONS BY PUBLICATION **FATIMA AL-REKABI, Plaintiff** AHMED AL-ZEYADI, Defendant

To the above names Defendant:

A Complaint for separate support has been presented to the Court by the Plaintiff

FATIMA AL-REKABI

You are required to serve upon FATIMA AL-REKABI whose address is 100 Copeland Street Quincy, MA 02169 your answer on or before 4/21/2022. If you fail to do so, the Court will proceed to the hearing and adjudication of this action, You are also required to file a copy of your answer in the office of the Register of this Court at CANTON.

Witness, Patricia Gorman, Esquire, First Justice of said Court at CAN-TON, this 22nd day of February 2022.

> Colleen M. Brierley **Register of Probate**

2/23/22 The Somerville Times

Legal Notices can be downloaded from our website:

www.TheSomervilleTimes.com



CITY OF SOMERVILLE **PROCUREMENT & CONTRACTING SERVICES** REQUEST FOR PROPOSALS RFP# 22-36

The City of Somerville, through the Procurement & Contract Services Department invites proposals for:

Fire Chief Assessment Center Services

The bid package may be obtained online at https://www.somervillema.gov/procurement

or from the City of Somerville's BidExpress page at

http://www.somervillema.gov/BidExpress on or after: Wednesday, February 23rd, 2022. Sealed responses will be received at the PCS Department, Somerville City Hall, 93 Highland Ave., Somerville, MA, 02143 or via Bid Express until: 2:00 pm, Wednesday, March 16th, 2022.

The City of Somerville reserves the right to reject any or all bids, waive any minor informality in the IFB process, and accept the proposal(s) deemed to be in the best interests of the City of Somerville.

Please email <u>purchasing@somervillema.gov</u> for more information.

Thupten Chukhatsang Senior Procurement Manager 617-625-6600 x3400

2/23/22 The Somerville Times



City of Somerville **ZONING BOARD OF APPEALS**

City Hall 3rd Floor, 93 Highland Avenue, Somerville MA 02143

PUBLIC HEARING NOTICE

The Somerville Zoning Board of Appeals (ZBA) will hold a virtual public hearing on Wednesday, March 02, 2022, at 6:00pm through Got-

Pursuant to Chapter 20 of the Acts of 2021, this meeting of the Zoning Board of Appeals will be conducted via remote participation. An audio recording of these proceedings will be available upon request to planning@somervillema.gov

TO USE A COMPUTER

Link: https://attendee.gotowebinar.com/register/4273468966157869070 Webinar ID: 865-909-323

TO CALL IN

Phone number: 1 (562) 247-8422 981-822-994 Access code:

The Zoning Board will consider the following pursuant to M.G.L. 40A and the Somerville Zoning Ordinance:

26 Clyde St #2 Jeff Byrnes seeks approval to exceed the maximum width of a dormer for a project in the Neighborhood Residence (NR) district, which requires a Hardship

Development review application submittal materials and other docu-

mentation may be viewed online at

Interested persons may provide comments to the Zoning Board of Appeals at the hearing or by submitting written comments by mail to Planning & Zoning Division, 3rd Floor City Hall, 93 Highland Avenue, Somerville, MA 02143; or by email to planning@somervillema.gov.

2/16/22, 2/23/22 The Somerville Times



S.H.A. Job No. P-R-22022

The Somerville Housing Authority invites sealed bids from Vendors to supply and delivery of New Refrigerators and New Stoves to our Somerville, Massachusetts location/s, in accordance with the documents prepared by the Somerville Housing Authority Purchasing Department Job No. P-R-22022.

Description of Work:

Supply and deliver New Refrigerators and New Stoves to Somerville, MA address. Delivery price shall be included in the cost.

Term of contract is 1095 or 365 days from receipt of notice to proceed.

The work is estimated to cost \$240,000.00 for 3 years \$80,000.00 for 1 -year alternate

Sealed Bids will be received until 11:00 A.M., on March 9, 2022, opened forthwith. If mailed, bids should be sent to Somerville Housing Authority, Purchasing Department, Attention Anthony Crespo, 30 Memorial Road,

Somerville, MA 02145 no later than the time specified. Bid Forms and Specification Documents will be available for download

on the Somerville Housing Authority's, web site www.sha-web.org under our opportunities tab after 11:00 A.M., on February 23, 2022 If bidding you must register with Anthony Crespo at Tonyc@sha-web.org and leave a contact email to receive change notices, or updates. If an email is received you will receive confirmation of reception via reply to your email. The SHA, any of its employees or officers will not be held responsible for bids not received or received late.

All inquiries regarding this bid shall be directed to the Purchasing Deartment by email to <u>lonyc@sna-web.org</u> within 7 days of bid opening

2/23/22 The Somerville Times

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 10th 2022 at

us/j/91216919984?pwd=aXR40EFMVHlianhBNW11d3FZMUJDUT09 The proposed Adult Use Retail Marijuana Establishment is anticipated to be located at 620 Broadway Somerville MA 02144. There will be an opportunity for the public to ask questions

2/23/22 The Somerville Times

TO PLACE LEGAL ADVERTISMENTS IN THE SOMERVILLE TIMES, **CONTACT US**

BY 12 PM MONDAY

PHONE: 857-488-5138

LEGAL NOTICES



CITY OF SOMERVILLE, MASSACHUSETTS MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT KATJANA BALLANTYNE **MAYOR**

GEORGE J. PROAKIS, AICP EXECUTIVE DIRECTOR

LEGAL NOTICE - HISTORIC PRESERVATION COMMISSION (HPC)

The Somerville Historic Preservation Commission (HPC) will hold a public meeting and public hearings on Tuesday, March 15, 2022 at 6:45pm on the following applications, in accordance with the Historic Districts Act, Chapter 40C of the Massachusetts General Laws, as amended, and/or the City of Somerville Code of Ordinances, Pt. II, Chap. 7, Sections 7-16 - 7-28.

Pursuant to Chapter 20 of the Acts of 2021, this meeting of the Historic Preservation Commission will be conducted via remote participation. An audio recording of these proceedings will be available upon request to historic@somervillema.gov.

TO USE A COMPUTER

Registration URL:

https://attendee.gotowebinar.com/register/2550438588061412877

Webinar ID: 505-264-163

TO CALL IN

Phone Number: 1 (914) 614-3221

Access Code: 564-994-559

ALL OF THE CASES ADVERTISED BELOW HAVE A PUBLIC HEARING COMPONENT

Alterations to Local Historic District (LHD) Properties

HPC.ALT 2022.03 - 15 Campbell Park

Applicant: Mike Tokatlyan

Owner: Victor Del Porto

The Applicant seeks a Certificate of Appropriateness to alter an LHD property by replacing the existing driveway material with brick pavers.

<u>HPC.ALT 2022.09 – 17-19 Aldersey Street</u>

Applicant: Paul Morgan Owner: ZD Aldersey, LLC (Paul Morgan & Carrie Endries)

The Applicant seeks a Certificate of Appropriateness to alter an LHD property by altering the masonry of the front façade, replacing the garage doors, and adding a roof deck to an existing detached garage.

HPC.ALT 2022.11 - 145 Central Street

Applicant: Josh Safdie

Owner: Same as applicant

The Applicant seeks a Certificate of Appropriateness to alter an LHD property by installing two new windows on the left elevation.

HPC.ALT 2022.14 - 74 Mount Vernon Street

Applicant: Eddie & Melody Giron

Owner: Eddie Giron

The Applicant seeks to alter an LHD property by replacing extant windows with vinyl windows and to unify the style of window trim throughout the building.

<u>Determinations of Historic Significance (STEP 1 IN THE DEMOLITION</u> **REVIEW PROCESS)**

HPC.DMO 2022.04 - 9 Taylor Street

Applicant: 9 Taylor Street, LLC

Owner: Same as Applicant

The Applicant seeks to demolish a principal structure constructed a minimum of 75 years ago.

HPC.DMO 2022.05 - 15 Taylor Street

Applicant: Taylor Mystic, LLC

Owner: Same as Applicant

The Applicant seeks to demolish a principal structure constructed a minimum of 75 years ago.

Determinations of Preferably Preserved (STEP 2 IN THE DEMOLITION REVIEW PROCESS)

HPC.DMO 2021.29 - 722 Broadway

Applicant: Di Camillo Associates, LLC

Owner: Same as Applicant

The Applicant seeks to demolish a principal structure constructed a minimum of 75 years ago.

HPC.DMO 2022.01 - 51 Broadway

Applicant: Ben Rogan

Owner: CDA Realty, LLC

The Applicant seeks to demolish a principal structure constructed a minimum of 75 years ago.

HPC.DMO 2022.02 - 53 Broadway

Applicant: Ben Rogan

Owner: CDA Realty, LLC

The Applicant seeks to demolish a principal structure constructed a minimum of 75 years ago.

HPC.DMO 2022.03 – 11 Benedict Avenue

Applicant: Ben Rogan

Owner: Christopher & Loren Galvin

The Applicant seeks to demolish a principal structure constructed a

minimum of 75 years ago.

While City Hall continues to be closed in response to the COVID19 pandemic, case documents reviewed by the HPC are available on the City website at

https://www.somervillema.gov/departments/historic-preservation/hpc-cases.

Cases may be continued to a later date; please check the agenda (posted 48 hours in advance of the meeting) on the City website or email historic@somervillema.gov to inquire if specific cases will be heard. Continued cases will not be re-advertised. Note: Written comments due to historic@somervillema.gov NO LATER THAN NOON one week prior to the meeting date. Email historic@somervillema.gov with

2/23/22 The Somerville Times



Traffic Board Public Hearing on Central Hill Parking Changes, February 24

The City of Somerville Traffic Board will hold a virtual public hearing on Thursday, February 24, 2022, regarding the Somerville Traffic Commission November 18, 2021, actions making regulatory changes, for a period of one year, relative to parking regulations for City and school staff on Central Hill, near City Hall, Somerville High School, and the Central Library (Agenda Items 5 a - d, and 6).

The public hearing will begin promptly at 6 p.m. The public hearing will open with a brief presentation by City staff on the project history and objectives. Following the presentation, members of the public will be invited to speak. The typical two-minute time limit will be enforced.

The hearing will be hosted on Zoom. To join online, copy and paste the following URL and enter passcode 651411.

https://bit.ly/350W11w

To join by phone, dial 646-558-8656 and enter Meeting ID 895 8360 5004. The public hearing will be recorded and rebroadcast on GovTV (channel 13 on RCN, channel 22 on Comcast) and on the City's You-Tube channel, youtube.com/SomervilleCityTV.

Written testimony will also be accepted until 4 p.m. on Thursday, February 24, 2022. Written testimony can be emailed to

transportation@somervillema.gov or mailed to: Mobility Division, ATTN: Hearing, 93 Highland Avenue, Somerville, MA 02143.

Interpretation into Spanish, Portuguese, Haitian Kreyol, or Nepali may be available upon advance request by contacting the SomerViva Office of Immigrant Affairs at somervillema.gov or calling 311 at 617-666-3311.

Persons with disabilities who need auxiliary aids and services for effective communication (i.e., CART, ASL), written materials in alternative formats, or reasonable modifications in policies and procedures in order to access the programs, activities, and meetings of the City of Somerville should please contact Adrienne Pomeroy at 617-625-6600 x 2059 or ADA@somervillema.gov.

2/23/22 The Somerville Times

Attachment

City of **Somerville**

B

Virtual Community Outreach Meeting for Adult Use Marijuana Retail Establishment at 620 Broadway

About the Event

Event Thursday, March 10, 2022 - 7:00pm

LOCATION

Virtual Meeting
See description for details

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 10th 2022 at 7PM. The proposed Adult Use Retail Marijuana Establishment is anticipated to be located at 620 Broadway Somerville MA 02144. There will be an opportunity for the public to ask questions.

Click this link to join the meeting: https://zoom.us/j/91216919984? pwd=aXR4OEFMVHlianhBNW11d3FZMUJDUT09

Cost: FREE

Contact

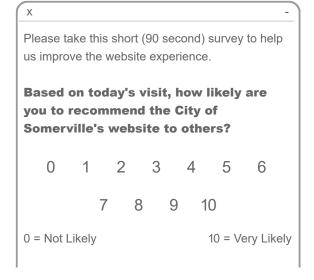
VIEW ALL STAFF CONTACTS >

Presented by

Adult-Use Marijuana Establishments

Upcoming Events

Retirement Board Meeting



Feb 24, 2022 10:00 am

Pursuant to Shapter 20 of the Acts of 2021, this meeting of the Retirement Board will be conducted via remote participation. We will post...

Somerville Bicycle Network Plan Workshop 2

Feb 24, 2022, 12:00 pm

The Mobility Division is hosting a series of virtual Bicycle Network Planning workshops in February and March. Join us for these small...

Fair Housing Commission Meeting

Feb 24, 2022, 4:00 pm

section.location.component { display: none; } Pursuant to Chapter 20 of the Acts of 2021, this meeting of the Fair...

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Χ Please take this short (90 second) survey to help us improve the website experience. Based on today's visit, how likely are you to recommend the City of Somerville's website to others? 2 5 0 3 6 7 8 9 10 0 = Not Likely 10 = Very Likely

CERTIFIED MAIL RECEIPT CERTIFIED MAIL* RECEIPT 293.6 28.92 ATTACHMENT c IN OHE E 4832 4832 15.75 2000 2000 2720 2720 30,50 10,52 14.77 14.11 7023 7021 U.S. Postal Service" U.S. Postal Service" CERTIFIED MAIL® RECEIPT 2701 CERTIFIED MAIL® RECEIPT 2556 4632 4612 12,75 041E //7 217 18,75 2000 2000 2720 2720 85.54 12/25/2002 No. 09/75/2002 7023 7027 U.S. Postal Service" U.S. Postal Service" CERTIFIED MAIL! RECEIPT CERTIFIED MAIL® RECEIPT 2923 2,132 4612 4632 13. 2000 2000 2720 2720 \$5,70 (4,2) H175-300 7023 7027





























































Plan to Positively Impact Areas of Disproportionate Impact

Overview

Botanica LLC. ("Botanica") is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Botanica' intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Botanica will take a proactive approach to informing the community about who we are, our proposed business operations, the safety and security of our facility and our accountability for the products we produce. Botanica wants the community to feel comfortable and secure in knowing who we are and what we do. Botanica understands this process begins with listening to concerns and issues, answering questions, offering solutions, and soliciting input. Furthermore, a significant goal of Botanica is to assist populations in areas of disproportionate impact in any way possible. Therefore, engaging local officials, community groups, organizations and businesses is a key component of Botanica' community outreach strategy.

Botanica' Team

As Botanica expands, Botanica' goal will be to employ a minimum of 15 individuals that currently reside in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact. Botanica will also strive to maintain a staff comprised of individuals that have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise. The area's of disproportionate impact we will target are:

- Boston
- Chelsea
- Revere

Plan Administration

The Director of Human Resources and Compliance will administer the Plan to Positively Impact Areas of Disproportionate Impact (the "Plan"). The Director will be responsible for developing measurable outcomes and ensure Botanica continues to meet its commitment to the community. The Director will also be responsible for forming philanthropic partnerships in the community to implement and enhance the Plan. The progress and success of the plan will be documented upon renewal of the Botanica license, which will be one year after receiving provisional license & each year thereafter.

Positive Impact Plan & measuring its success

Measuring Progress

Botanica has established a Hiring Committee (the "Committee") to assist the executive management team and the Director of Human Resources and Compliance with the implementation and growth of the Positive Impact Plan. The initial members of the Committee were selected based on their diverse status and their personal commitments to working with individuals from areas of disproportionate impact. Initial Members of the Committee are Denise O'Donovan, Brenda DeAngelis & Michael O'Donovan. Additional members of the Committee may be added at the discretion of Botanica' executive management team.

The Committee will be responsible for:

- Reviewing all feedback from Education sessions to determine its success and if
 the topic of discussion is attracting members of the community. If it is
 determined that the topics are not successful, then the committee will work with
 local leaders to find topics within our mission that will draw a larger resident pool
 from areas of disproportionate impact;
- Keeping the company informed of equal opportunity progress through quarterly reports;
- Reviewing the Positive Impact Plan with management at all levels of Botanica to ensure that the Positive Impact Plan is understood; and
- Auditing Botanica' internal and external job postings in the identified local areas
 of disproportionate impact to ensure information is in compliance with Botanica'
 Positive impact plan.

The Goals / Plan / Metrics

To provide continuing service and reinvestment into areas of disproportionate impact, Botanica is committed to programming, restorative justice, jail diversion, workforce development, industry-specific technical assistance, and mentoring services in areas of disproportionate impact. Botanica is committed to hosting and participating in events that will support Boston and other areas of disproportionate impact such as community service days, charity events for still to be determined local charities from Boston. Botanica has chosen 1 organization so far that we will work with, the organization located in Chelsea is the Department of Veterans' Services (letter attached). Botanica

will donate \$5,000 annually with the first donation happening 6 months after receiving it's final license for the first donations, and we will donate \$5,000 every 12 months after the first donation.

Botanica will require all executives, managers, and employees to participate quarterly in a community service day. Each community service day will be organized with a charitable or local organization in an area of disproportionate impact. Further plans to positively affect areas of disproportionate impact may include the following:

- Goal 1 Aid in workforce development and education of industry-specific technical assistance
 - Program to support that goal
 - Conducting at least two (2) one-hour industry-specific educational seminars annually across one or more of the following topics that will help with reducing barriers to entry in the commercial adultuse cannabis industry for disproportionately harmed people: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training; The barriers the seminars plan to reduce are how to interview for cannabis jobs, how to successfully navigate the CCC application process and how to create a business plan for fundraising purposes.
 - We will hold sessions at the following locations that focus on individuals from areas of disproportionate impact:
 - Somerville Public Library 79 Highland Ave.
 Somerville, MA
 - Holiday Inn: Boston Bunker Hill Area 30
 Washington
 Street, Somerville, Massachusetts 02143
 - La Quinta Inn & Suites by Wyndham Boston
 Somerville 23 Cummings Street, Somerville,
 Massachusetts 02145
 - Metrics to measure whether this Goal is successful or requires more improvement
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 15 of attendees and will evaluate their feedback to improve the training.

• Goal 2 – Provide financial Education

- Program to support that goal:
 - We will be hiring local financial planners to provide 2 x two hour financial trainings annually in selected communities. The topics

that will be covered will be budgeting, debt consolidation, tips to improving credit score and allow attendees to ask questions. We will post at all local community centers and in the local papers of the meetings.

- We will hold sessions at the following locations in meeting rooms that we will rent that is centrally located for individuals from areas of disproportionate impact:
 - Somerville Public Library 79 Highland Ave.
 Somerville, MA
 - Holiday Inn: Boston Bunker Hill Area 30
 Washington
 Street, Somerville, Massachusetts 02143
 - La Quinta Inn & Suites by Wyndham Boston
 Somerville 23 Cummings Street, Somerville,
 Massachusetts 02145
- Metrics to measure whether this Goal is successful or requires more improvement
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 20 attendees and will evaluate their feedback to improve the training.

Goal 3 – Hold local sealing & expunging events

- Program to support that goal:
 - Holding two annual informational sessions regarding the process for sealing and expunging criminal records. At the sessions will be all the necessary paperwork that the individuals need and a checklist of the steps you have to follow to complete the process. We will post at all local community centers and in the local papers of the meetings.
 - We will hold sessions at the following locations in meeting rooms that we will rent that is centrally located for individuals from areas of disproportionate impact:
 - Somerville Public Library 79 Highland Ave.
 Somerville, MA
 - Holiday Inn: Boston Bunker Hill Area 30
 Washington
 Street, Somerville, Massachusetts 02143

La Quinta Inn & Suites by Wyndham Boston
 Somerville - 23 Cummings Street, Somerville,
 Massachusetts 02145

Metrics to measure whether this Goal is successful or requires more improvement

■ The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 30 attendees and will evaluate their feedback to improve the training.

Metrics to measure whether this Goal is successful or requires more improvement

■ The Hiring Committee will evaluate the success of this Program by tracking the amount of donations that were given to each organization and measure if one organization appeals to customers more than others.

• Goal 4 - Instituting hiring practices that prioritize the hiring of individuals from these areas:

- Program to support that goal:
 - Conducting at least two (2) recruitment events at local career centers annually to offer an opportunity of employment for individuals from areas of Disproportionate impact: the jobs will be for marijuana cultivation, marijuana product manufacturing, marijuana retailing, or general admin staff;
 - We will hold sessions at the following locations that focus on individuals from areas of disproportionate impact:
 - Somerville Public Library 79 Highland Ave.
 Somerville, MA
 - Holiday Inn: Boston Bunker Hill Area 30
 Washington
 Street, Somerville, Massachusetts 02143
 - La Quinta Inn & Suites by Wyndham Boston
 Somerville 23 Cummings Street, Somerville,
 Massachusetts 02145

Metrics to measure whether this Goal is successful or requires more improvement

■ The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and evaluate how many

applications were filled out. We will attempt to attract 10 applicants and schedule first interviews on-site. We will measure quality of applicants after their interviews and see if we are able to get the quality candidates from these career centers.

The Director of Human Resources and Compliance at Botanica will be responsible for auditing the Positive Impact Plan. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

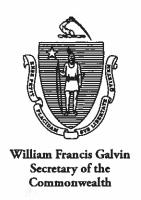
- Employment data, including information on employees from disproportionate impact areas representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- The total number and value of all contracts and/or subcontractors awarded for goods and services in areas of disproportionate impact;
- An identification of each subcontract actually awarded to a member of a area of disproportionate impact and the actual value of such subcontract;
- Total number of attendees at the 2 annual seminars at local organizations from Boston.
- A comprehensive description of all efforts made by Botanica to monitor and enforce the Positive Impact Plan;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report including the following information for each job category at Botanica:
 - The total number of employees hired from areas of disproportionate impact
 - The total number of employees that were promoted from areas of disproportionate impact;
 - The total number of employees that have been retained and length of employment for employees from areas of disproportionate impact; and

Acknowledgments

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

state laws.		

• Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable



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

March 28, 2022

TO WHOM IT MAY CONCERN:

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

BOTANICA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on February 28, 2019.

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

I also certify that the names of all managers listed in the most recent filing are: **DENISE** O'DONOVAN

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DENISE O'DONOVAN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

William Travers Galicin

Processed By:BOD

Letter ID: L0204220864 Notice Date: April 19, 2022 Case ID: 0-001-483-270

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



- իրույլիի իսկինդրկինինը հունիկիրութեունիկի

BOTANICA,LLC 31 ROGERS AVE SOMERVILLE MA 02144-2314

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

end b. Glor

Edward W. Coyle, Jr., Chief

Collections Bureau

BOTANICA, LLC

OPERATING AGREEMENT

This Operating Agreement ("Agreement"), dated as of the 2 day of February 2019, is by Denise O'Donovan, with an address of 31 Rogers Avenue, Somerville, MA 02144.

WHEREAS, BOTANICA, LLC (the "LLC") has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing on February 28, 2019, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Management.

- (a) The LLC shall be managed by Denise O'Donovan, who shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC and (ii) to take any other action not prohibited under the Act or other applicable law.
- (b) All decisions of the LLC regarding any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Manager of the LLC but only with the consent of more than 50% of its Members.

2. <u>Capital Contributions and Liability of Member(s)</u>.

- (a) The Members have contributed in cash or other property to the capital of the LLC the amount set forth on Schedule A hereto. Additional capital contributions may be made by the Members and shall be reflected on Schedule A hereto.
- (b) Except as otherwise provided in this Section 2, the Members shall not be obligated to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC and no Member shall have the right to withdraw or to be repaid any capital contributed by such Member or to receive any other payment in respect of such Member's interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.
- (c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions. No Member, in such Member's capacity as a Member,

shall have any liability to restore any negative balance in such Member's Capital Account. In no event shall the Members, in his or her capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

3. <u>Return of Contributions</u>. The contribution of the Members is to be returned to the Members only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time.

4. Income Tax Allocations.

4.1 <u>Establishment and Maintenance of Capital Accounts</u>. The LLC shall determine and maintain a single capital account for the Members in accordance with the provisions of Regulation Section 1.704-1(b)(2)(iv). Upon liquidation of the LLC or the Member's interest in the LLC, liquidating distributions shall be made in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the LLC's taxable year during which such liquidation occurs.

4.2 <u>Allocation of Profit, Loss, Credits and Other Items.</u>

- (a) As used in this Section 4.2, the following terms and variations thereof shall have the meanings ascribed to them by the Internal Revenue Code of 1986, as amended (the "Code"), the United States Treasury Department Regulations adopted under the Code (the "Regulations") or customary usage in the context of United States federal income taxation: "adjusted basis," "book purposes," "capital account," "credit," "deduction," "deficit," "economic effect," "economic equivalence," "extraordinary gain or loss," "gain," "income," "loss," "minimum gain," "non-recourse debt," "non-recourse deduction," "non-recourse indebtedness," "non-recourse liability," "partnership minimum gain," "qualified income offset" "recapture income," "special allocation," "taxable year," and "tax benefits."
- (b) All of the items of LLC income, gain, deduction, loss and credit shall be allocated pursuant to the provisions of paragraphs (c) (j) of this Section 4.2, and the provisions of paragraph (c) shall apply after the application of paragraphs (d), (e), (f) and (g).
- (c) Subject to the terms of this Section 4, the net profits, net losses, net cash flow and net proceeds of the operations of the LLC, any sale or refinancing of any property of the LLC or upon liquidation of the LLC shall be allocated to the Member(s). Subject to the foregoing, distributions to the Member(s) shall be made at such times and in such amounts as the Member(s) shall determine. Notwithstanding the foregoing, it is the intention of the Member(s) that all items of LLC income, gain, loss and deduction as determined for book purposes shall be allocated among the Member(s) and credited to or debited from their respective capital accounts in accordance with Regulations § 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (i) that such allocations satisfy the economic effect equivalence test of Regulations § 1.704-1(b)(2)(ii)(i) (as provided hereinafter) and (ii) that all allocations of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Member(s) in proportion to their Percentage Interest in the LLC set forth on Schedule A attached hereto unless otherwise required by Code section 704(b) and the Regulations promulgated thereunder. Subject to paragraph (f) of this Section 4.2, to the extent possible, items that can have economic effect

shall be allocated in such a manner that the balance of each Member(s) capital account at the end of any taxable year (increased by such Member(s) "share of partnership minimum gain" as defined in Regulations § 1.704-2) would be positive to the extent of the amount of cash that such Member(s) would receive (or would be negative to the extent of the amount of cash that such Member(s) ember should be required to contribute to the LLC) if the LLC sold all of its property for an amount of cash equal to the book value (as determined pursuant to Regulations § 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the LLC remaining after payment of all liabilities (other than nonrecourse liabilities) of the LLC were distributed in liquidation immediately following the end of such taxable year.

- (d) Other Tax Items. All "Nonrecourse Deductions" as defined in Regulation § 1.704-2(c) shall be allocated among the Member(s) in proportion to their Percentage Interest in the LLC as set forth on Schedule A. All other tax items of the LLC shall be allocated among the Member(s) as provided in the Code and Regulations for a partnership.
- (e) Qualified Income Offset. Any Member(s) who unexpectedly receives an adjustment, allocation, or distribution described in Regulations § 1.704-1(b)(2)(ii)(d) (4), (5), or (6), and as a result has, or has increased, a deficit balance in such Member(s) Capital Account will be allocated items of income and gain (consisting of a pro rata portion of each item of LLC income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.
- (f) <u>Section 704 Adjustments</u>. Notwithstanding any provision of this Agreement to the contrary, in accordance with Section 704(c) of the Code and related Regulations, income, gain, loss and deduction with respect to any property contributed to the LLC shall, solely for tax purposes, be allocated among the Member(s) so as to take account of any variation between the adjusted basis of such property and its initial fair market value.
- Agreement to the contrary, if there is a net decrease in LLC "minimum gain" during a taxable year, as that term is defined in such provisions of the Regulations or applicable tax law that may apply to the allocation of tax benefits among Member(s), then all Member(s) with deficits in their capital accounts (as computed in the manner provided in that part of the Regulations relating to the minimum gain chargeback rules) shall be allocated items of income and gain for such taxable year (and, if necessary, subsequent years) in the amounts and in the proportions required to eliminate such deficits as quickly as possible. "Partner Nonrecourse Debt Minimum Gain" as defined in Regulation § 1.704-2(i)(3) shall be allocated in the manner described in Regulation § 1.704-2(i)(4).
- (h) Allocation of Recapture Income. Recapture income (under Sections 1245 and/or 1250 of the Code), if any, from the disposition of an LLC asset shall be allocated to the Member as provided in the Regulations.
- (i) <u>Proration in the Event of a Transfer</u>. If the Member's Interest in the LLC (as defined in Section 5 hereinbelow) is transferred during a single year, then each item of LLC income, gain, loss, deduction, or credit attributable to the transferred interest shall be prorated

between the transferor and transferee for Federal income tax purposes as required or permitted by the Code or Regulations, using any convention or method permitted by the Code or regulations in making such proration as may be appropriate; provided, however, that extraordinary gain or loss (if any) shall be allocated to the Member on the date of the disposition giving rise to the extraordinary gain or loss.

(j) Allocations upon Admissions or Redemptions. If the Interest in the LLC of the Member is changed during a taxable year for any reason other than the transfer of all or a portion of the Member's Interest in the LLC, then the Member's share of each item of LLC income, gain, loss, deduction, or credit shall be determined for Federal income tax purposes by taking into account each such Member's Interest in the LLC and using any convention or method permitted by the Code or the Regulations.

5. Substitution and Assignment of a Member's Interest

- (a) Subject to the terms of this Section 5, no Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's Interest in the LLC (as defined hereinbelow) or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the Member(s), and any purported assignment without such consent shall be null and void and of no effect whatsoever.
- (b) Upon the death of any Member, the remaining Member(s) (the "Purchasing Member(s)") shall purchase, and the deceased Member's estate or other successor in interest shall sell, said Member's Interest in the LLC according to the terms of this Section 5. The price to be paid for the Interest in the LLC of the deceased Member shall be equal to the fair market value of the Interest in the LLC as agreed upon by the Purchasing Member(s) and the legal representative of the deceased Member or in the event the parties cannot agree, at a fair market value as determined below.

In the event that the Purchasing Member(s) and the legal representative of the deceased Member are unable to agree on a value, the value of the deceased Member's Interest in the LLC shall be determined by appraisal as follows:

(i) Within 30 days after the appointment of the personal representative of the deceased Member's estate, but in no event later than three months after death, the Purchasing Member(s) and the personal representative, either (a) shall jointly appoint an appraiser for this purpose, or (b) failing this joint action, shall separately designate an appraiser and, within 10 days after their appointment, the two designated appraisers shall jointly designate a third appraiser. The failure of either the Purchasing Member(s), or the personal representative, to appoint an appraiser within the time allowed shall be deemed equivalent to appointing the appraiser appointed by the other party.

(ii) If, within 30 days after the appointment of all appraisers, a majority of the appraisers concur on the value of the Interest in the LLC being appraised, that appraisal shall be binding and conclusive.

If a majority of the appraisers do not concur within that period, the determination of the appraiser whose appraisal is

Neither the highest nor the lowest shall be binding and conclusive. The Purchasing Member(s) and the deceased Member's estate or successor, shall share the appraisal expenses equally.

(c) Notwithstanding anything in this Agreement to the contrary, in the event of the disability (as defined herein) of the Member, or in the event the Member is no longer an employee of the LLC (collectively referred to herein as a "Withdrawing Member") during the term of this Agreement, the other Member(s) ("Purchasing Member(s)") shall have the option, exercisable by written notice (the "Purchase Notice") to the Withdrawing Member or his legal representative in the event of a disabled Member, as the case may be, during the one (1) year period commencing with the date of determination of disability or termination of employment, as the case may be (the "Notice Period"), to purchase the Withdrawing Member's entire Interest in the LLC at its fair market value as agreed upon by the Purchasing Member(s) and the Withdrawing Member or his legal representative, as the case may be, or in the event the parties cannot agree, at a fair market value as determined hereinabove.

For purposes of this Agreement, "disability" shall mean that the Member shall be injured or become ill and such injury or illness shall incapacitate the Member for a continuous period of at least six (6) months and such Member is deemed to be permanently disabled as provided herein. For purposes of determining if a Member is permanently disabled, the LLC shall promptly appoint a licensed physician, who may be the physician then treating the Member, to make a binding determination if the Member shall be substantially incapacitated for a continuous period of at least six (6) months. The Member agrees to submit to an examination by the licensed physician appointed by the LLC upon the request of the other Member(s). The licensed physician will prepare a written report stating his or her conclusion, which shall be binding upon all parties. In the event a disabled Member does not have a legal representative, all references in this Section 5 to legal representative shall be deemed to refer to the disabled Member.

(d) In the event that the Purchasing Member(s) are required or elect, as the case may be, to purchase the deceased Member's or Withdrawing Member's Interest in the LLC as provided herein, the closing of such purchase and sale shall take place within sixty (60) days after the fair market value is determined as provided herein and the purchase price shall be paid, at the option of the Purchasing Member(s), in a lump sum or in equal monthly installments over the three (3) year period from the date of such closing, such payments to bear interest at the prime rate announced by Bank of America on the date of the closing. Concurrent with such payment, the legal representative of the deceased Member or the Withdrawing Member (or the legal representative of a disabled Member, if applicable), as the case may be, agrees to execute such documentation to transfer such Interest in the LLC as the Purchasing Member(s) may reasonably require.

- (e) All rights contained herein of the Member(s) to purchase the Interest in the LLC of another Member shall be based on the Member's pro rata Percentage Interest with respect to the other Member(s) who also elect to exercise their right to purchase. In the event a Member does not elect to purchase his pro rata interest, the other Member(s) may elect to purchase such pro rata Interest in the LLC to be sold as provided herein.
- (f) For purposes of this Agreement, a Member's "Interest in the LLC" shall mean such Member's Percentage Interest and Profit and Loss Sharing Percentage.
- 6. <u>Admission of Additional Members</u>. Additional Members may be admitted to the LLC if agreed to by the Member(s).
- 7. <u>Priorities</u>. No Member shall have any rights or priority over any other Member as to contributions or as to distributions or compensation by way of income of the LLC.
- 8. <u>Dissolution of the LLC</u>. The LLC shall be dissolved and its affairs shall be wound up upon the first to occur of the following:
 - (a) The written consent of all Member(s);
- (b) The death, insanity, permanent disability, retirement, resignation, expulsion or bankruptcy of a Member or the occurrence of any other event which terminates the membership of a Member in the LLC unless the business of the LLC is continued by the consent of all the remaining Member(s) within ninety (90) days following the occurrence of any such event; or
- (c) The entry of a decree of judicial dissolution under section forty-four of the Act.

In the event the Member(s) elect to continue the LLC as provided in Subparagraph (b) above, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement.

9. <u>Termination of Membership; Return of Capital</u>. No Member may terminate such Member's membership in the LLC or have any right to distributions respecting such Member's membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.

10. Books and Records; Bank Accounts.

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and the duly authorized representatives, shall at all reasonable times have access to such books. Within one hundred and twenty (120) days after the end of each fiscal year of the LLC, the Members shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year.

- (b) Such books shall be kept on such method of accounting as the Members may from time to time determine and shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.
- (c) The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) which is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.
 - (d) Michael O'Donovan shall be the "tax matters partner" of the LLC for purposes of the Code or another if otherwise agreed to by all the Members.
- 11. <u>Indemnity</u>. The Members shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct. The Members shall also be entitled to indemnity from the LLC for any liability incurred by the Members arising out of or resulting from the financing of property acquired by the LLC or acquired by the Members and contributed to the LLC. Indemnification hereunder shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

12. Schedule A for Each Project.

- (a) Prior to the next project the LLC enters into in the form of another Adult Recreational Cannabis Dispensary, the Members will issue a revised Schedule A reflecting the Capital Contribution and Percentage Interests as it relates to the specific project. Each Schedule A should be deemed specific and identical to each of an area Project and should not be considered an amendment and replacement for a previous Schedule A.
- (b) Managers and Members are to remain the same for purposes of applying and operating a total of 3 approved Adult Recreational Cannabis Dispensaries in the State of Massachusetts, Botanica Somerville being the first.

13. Miscellaneous.

(a) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, and their respective heirs, executors, legal representatives, successors and assigns, and each and every successor-in-interest to the Members, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Members, or any creditor of the LLC other than a Members who is such a creditor of the LLC.

- (b) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by the Members.
- breach thereof, including, without limitation, any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise voidable or void, shall be submitted to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association then in effect, and the judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which any party hereto may have to apply to any court of competent jurisdiction for injunctive or other equitable relief. This arbitration provision shall be deemed self-executing, and in the event that any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association sitting in Boston, Massachusetts or another mutually agreed upon type of mediation.
- (d) 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 hereto agree to the exclusive jurisdiction and venue of the Federal and State Courts located in the Commonwealth of Massachusetts in enforcing any arbitration determination and in seeking any equitable remedies available to the parties.
- (e) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Member(s) notwithstanding that all Member(s) have not signed the same counterpart.
- (f) Any and all notices under this Agreement shall be in writing and shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to the Members at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.
- (g) This Agreement embodies the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

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

MANAGER & MEMBER:

DENISE O'DŎNOVAN

MEMBER:

BRENDA DEANGELIS

MEMBER:

MICHAEL S. O'DONOVAN

SCHEDULE A TO OPERATING AGREEMENT OF BOTANICA, LLC

NAME OF MEMBER	INITIAL CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Denise O'Donovan	\$15,000.00	49%
Brenda DeAngelis	\$0	2.0%
Michael S. O" Donovan	\$100,000.00	49%

01:26:22 p.m. 2019-02-28

2/4

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

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

Federal Identification No.: (1) The exact name of the limited liability company: Botanica, LLC (2) The street address of the office in the commonwealth at which its records will be maintained: 31 Rogers Avenue, Somerville, MA 02144 (3) The general character of the business: The LLC is organizing in order to apply for a license with the CCC. (4) Latest date of dissolution, if specified: __ (5) The name and street address, of the resident agent in the commonwealth: NAME **ADDRESS** 31 Rogers Avenue Denise O'Donovan Somerville, MA 02144 (6) The name and business address, if different from office location, of each manager, if any: NAME **ADDRESS** 31 Rogers Avenue Denise O'Donovan

Somerville, MA 02144

Consent of resident agent:

Denise O'Donovan

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

Signed by (by at least one authorized signatory):

MA SOC Filing Number: 201974651010 Date: 2/28/2019 1:26:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

February 28, 2019 01:26 PM

WILLIAM FRANCIS GALVIN

Heteram Frain Dalies

Secretary of the Commonwealth

MA SOC Filing Number: 202129161910 Date: 2/23/2021 5:09:00 PM



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001371194

Annual Report Filing Year: 2021

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

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

2a. Location of its principal office:

No. and Street: 31 ROGERS AVE.

City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

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

No. and Street: 741 BROADWAY

City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

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

FILING FOR A CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: <u>DENISE O'DONOVAN</u>

No. and Street: 31 ROGERS AVE.

City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

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

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
MANAGER	DENISE O'DONOVAN	31 ROGERS AVE. SOMERVILLE, MA 02144 USA

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

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	DENISE O'DONOVAN	31 ROGERS AVE.

SOMERVILLE, MA 02144 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	
REAL PROPERTY	DENISE O'DONOVAN	31 ROGERS AVE. SOMERVILLE, MA 02144 USA	

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of February, 2021, DENISE O'DONOVAN, Signature of Authorized Signatory.

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MA SOC Filing Number: 202129161910 Date: 2/23/2021 5:09:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

February 23, 2021 05:09 PM

WILLIAM FRANCIS GALVIN

Heteram Frain Dalies

Secretary of the Commonwealth

AFFIDAVIT

Commonwealth of Massachusetts
County of Middlesex County

- I, Denise O'Donovan, of 31 Rogers Ave, Somerville, MA 02144 do hereby swear under oath that:
 - 1. Botanica cannot apply for a letter of good standing from the Department of Unemployment Assistance because Botanica currently does not have any employees yet.

Under penalty of perjury, I hereby declare and affirm that the above stated facts, to the best of my knowledge, are true and correct.

DATED this 08 day of June, 2022

Signature

Denise O'Donovan

Printed Name

NOTARY ACKNOWLEDGMENT

Commonwealth of Massachusetts)	(Seal)	See The Control of th	PAULA M. LEBLANC Notary Public
County of Middlesex County)	(Seal)	Wage of the second	Massachusetts My Commission Expires Mar 28, 2025

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by the undersigned, Denise O'Donovan, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public: Paula M. LeBlanc

My Commission Expires: March 28, 2025

Plan for Obtaining Liability Insurance

Botanica LLC., ("Botanica") plans to contract with Cannasure Insurance Services to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Botanica will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Botanica will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. Botanica will keep reports documenting compliance with 935 CMR 500.105(10).

Botanica, LLC

Business Plan

May 24, 2022

Table of Contents

c	TEAM	10
4.	MARKETING AND SALES.	8
3.	MARKET RESEARCH	7
2.	COMPANY DESCRIPTION	4
1.	EXECUTIVE SUMMARY	3

1. EXECUTIVE SUMMARY

1.1 Mission Statement

Botanica, LLC ("Botanica") is a Marijuana Establishment ("ME") committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

1.2 License Type

Botanica is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "Commission") to operate a retail Marijuana Establishment in Somerville, Massachusetts.

1.3 Product

In addition to traditional sativa, indica, and hybrid cannabis flower, Botanica will offer a wide range of products and services that will allow Botanica to serve customers with a wide variety of needs. Products Botanica intends to offer include, but will not be limited to:

- I. Concentrates
- 2. Topical salves
- 3. Creams/lotions
- 4. Oral mucosal/sublingual dissolving tablets
- 5. Tinctures
- 6. Sprays
- 7. Inhalation ready to use extracted hash oils
- 8. Pre-dosed oil vaporizers
- 9. Ingestion capsules
- 10. Marijuana infused food and beverages such as cookies, brownies, gummies, etc.

1.4 What Drives Us

Botanica's goals include:

- I. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
- 2. Assisting the City of Somerville in offsetting the cost of Botanica's operations within its community;
- 3. Hiring employees and contractors from within the communities served;
- 4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
- 5. Having a diverse and socially representative employee pool; and
- 6. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching; and

2. COMPANY DESCRIPTION

2.1 Structure

Botanica is a Massachusetts limited liability company interested in applying for a license from the Massachusetts Cannabis Control Commission (the "Commission") to operate a ME in the Commonwealth.

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

2.2 Operations

Botanica will be located in Somerville, MA ("Somerville" or the "City") and has leased a property that will be renovated and retrofitted for a retail Marijuana Establishment (the "Facility"). Upon completion, the Facility will blend in with the aesthetic of the neighborhood and become the ideal picture of a community retail Marijuana Establishment. The Facility's prior use was a gas station and, overall, the property in which the Facility is located remains in good condition. The Facility's exterior renovation will include removal of the old tanks and pumps and retrofitting the existing structure to meet Botanica's needs for a retail Marijuana Establishment. Upon completion of the renovations, the Facility will encompass a total of approximately 4,000 square feet including a secure loading and unloading vestibule.

Botanica will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; 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.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Botanica will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Botanica will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(1O) (b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

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

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

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

Prior to commencing operations, Botanica will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Botanica.

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

2.3 Security

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

Botanica's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Somerville Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Botanica's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the Facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Botanica will maintain a current list of individuals with access.

On-site consumption of marijuana by Botanica's employees and visitors will be prohibited.

Botanica will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

Botanica looks forward to working cooperatively with the Somerville to ensure that Botanica operates as a responsible, contributing member of the community. Botanica anticipates establishing a mutually beneficial relationship with the City in exchange for permitting Botanica to site and operate a retail Marijuana Establishment in Somerville.

The City stands to benefit in various ways, including but not limited to the following:

- Iohs
 - o A retail Marijuana Establishment facility will add approximately 10-15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits:
 - o A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.
- Access to Quality Product:
 - Botanica will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control:
 - o In addition to the Commission, the Somerville Police Department and other municipal departments will have oversight over Botanica's security systems and processes.
- Responsibility:
 - o Botanica is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
- Economic Development:
 - o Botanica's renovation of the old gas station will help revitalize the neighborhood and contribute to the overall economic development of the community.

2.5 Zoning

The address for the ME is 620 Broadway, Somerville, MA 02145. The retail Marijuana Establishment complies with all Somerville's zoning requirements.

In accordance with Somerville's Zoning Ordinance, the proposed property is located in Somerville's NB (Neighborhood Business) Zoning District within the Marijuana Overlay Zoning District which permits the proposed retail Marijuana Establishment use.

Additionally, in accordance with the Somerville's Zoning Ordinance No. 2018-21, the principal entry door of the retail Marijuana Establishment is not located within 300 feet of a principal entry door of a public or private school providing education in kindergarten or any of grades 1 through 12.

3. MARKET RESEARCH

3.1 Industry

Following the first legal adult-use sales in Massachusetts in November 2018, the Commission has continued to approve new retail shops across the state on a rolling basis. In Massachusetts, adult use retail sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.2 Proposed Customers

Botanica will only sell marijuana and marijuana products to customers ages 21 years and older that provide a valid identification and individuals that possess an active medical registration card issued by the Commission. Botanica's intended customers are residents of Somerville and the neighboring municipalities. Such neighboring municipalities include Cambridge, Arlington, Medford, Chelsea, Revere and Everett.

3.3 Competition

There have been over 300 Marijuana Establishment applications submitted to the Cannabis Control Commission in Massachusetts comprised of all Marijuana Establishment license types including retail, cultivation, manufacturing, transporter, testing, etc. However, only 30 applications have been submitted in Middlesex county and only 2 of these licenses are for retail Marijuana Establishments; one located in Lowell and the other in Hudson. Botanica's competition will also include the 13 operational retail Marijuana Establishments that are located throughout the Commonwealth. Additional competition will come from the up to 12 retail Marijuana Establishments in Somerville that the City will issue until November 20, 2020.

3.4 Competitive Advantage

Botanica is cognizant that the adult-use retail marijuana industry in Massachusetts is highly competitive. To compete in this highly competitive industry, Botanica has assembled a team with experience in the retail, business, healthcare, real estate and distribution industries. Botanica's team also has deep roots to the City of Somerville and the surrounding communities that will help attract customers to Botanica's retail Marijuana Establishment and provide a sense of comfort to neighboring businesses and abutters. Furthermore, the proposed interior and exterior design of Botanica's facility will create a safe and welcoming environment for its customers while contributing to the rejuvenation of the neighborhood and the City. Ultimately, this combination of factors will help separate Botanica from its competition and contribute to the success of its business.

3.5 Regulations

Botanica intends to operate as a retail Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Botanica is registered to do business in the Commonwealth of Massachusetts as a limited liability company. Botanica will maintain the limited liability company in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Botanica will apply for all state and local permits and approvals required to renovate and operate the Facility as a retail Marijuana Establishment.

Botanica will also work cooperatively with various municipal departments to ensure that the Facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

4. MARKETING AND SALES

4.1 Growth Strategy

Botanica's plan to grow the company includes:

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

4.2 Communication

Botanica will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include

the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, pursuant to 935 CMR 500.105(4)(a), in their entirety in a conspicuous mailer on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Botanica will include the following warning, including capitalization, in accordance with M.G.L. c.

940, § 4(a)(xxvi): "This product has not been analyzed or approved by the Food and

Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

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

Once finalized, Botanica will communicate with customers through:

- **1.** A company run website;
- 2. A company blog;
- 3. Popular cannabis discovery networks such as Weed Maps and Leafly;
- **4.** Popular social media platforms such as Instagram, Facebook, and Twitter; and
- 5. Opt-in direct communications.

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

4.3 Sales

Botanica intends to sell its product and service by engaging customers with knowledgeable in-store personnel.

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

Packaging for marijuana products sold or displayed for consumers in multiple servings

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

4.4 Logo

Botanica will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

5. TEAM

5.1 General

Botanica has assembled a team of dedicated Somerville and Massachusetts residents to implement the operations of the retail Marijuana Establishment. Botanica intends to create 10-15 full-time staff positions within the first year of operations in Somerville.

5.2 Members

<u>Denise O'Donovan</u>: Denise O'Donovan is the Managing Member of Botanica who brings thirty-years of nursing experience to the Botanica team. Denise is a lifelong Somerville resident who graduated Somerville High School in 1987 and obtained a BSN from Northeastern University's Nursing Program in 1992. Denise works per diem as a Practice Nurse at MGH's Cancer Center. Her 30year experience includes Outpatient Oncology, Infusion, Inpatient Surgical, Medical, Urology-Oncology, Office Manager Nurse and Private Duty Home Care Nursing. Denise and her husband, Brian, are the parents of four children who have all actively participated in Somerville youth sports.

Brenda DeAngelis: Brenda is a Member of Botanica and a lifelong resident of the City of Somerville. Brenda has a degree in nursing and worked as pediatric nurse for 12 years prior to retiring in order to raise a family. Brenda has two children that attend Somerville public schools and is actively involved in supporting community sports and has served as a PTA Board Member. She enjoys organizing events that promote community unification, which include youth experiences with the Boston Bruins Organization. As a lifelong resident, Brenda has a vested interest in the continued growth and prosperity of the City.

Michael O'Donovan: Mike is a Member of Botanica who brings over thirty-five years of retail, distribution, and real estate business experience to the Botanica team. Mike was born and raised in Somerville, educated in the Somerville public school system and then attended the University of Massachusetts: Boston. From 1984 to 1988 Mike worked at Copy Depot, a retail printing and supply company. In 1988, Mike opened The Hockey Shack, a retail sporting goods business in Somerville. In 2006, Mike founded K and D Distributors, a wholesale distribution company. In 2019, Mike founded Broadway Industries, LLC, a property maintenance company. Mike is dedicated to community service and was the first nonresident of Charlestown to receive the Dan McGoff Annual Community Service Award. In 2018, Mike was the recipient of the Matignon High School Hockey Award for outstanding community service. Mike currently lives in Medford with his wife where they have raised their two children.

5.3 Security

Mike O'Donovan, in consultation with a professional security company, will ensure the development and overall management of the Security Policies and Procedures for Botanica, implementing, administering, and revising the policies as needed. In addition, a Head of Security will be appointed to perform the following duties:

- Provide general training to Botanica agents during new hire orientation or recurrent trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Botanica facility, including
 cash and product storage vaults, surveillance and network equipment room, and other highly sensitive
 areas of the Botanica facility;
- Lead a working group and designated advisors to ensure the current policies and procedures are
 properly implemented, integrated, effective, and relevant to ensure the safety of Botanica agents and
 assets:
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Somerville Police and Fire Department.

Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), Botanica LLC. ("Botanica") will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Botanica agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2). In compliance with 935 CMR 500.030 all employees and registered agents will be 21 years old or older.

Acceptable documentation is a valid driver's license or passport with photo or photo identification, showing date of birth issued by a governmental body; The employee will check the identification to ascertain that it is authentic. The manager will be informed if there is any appearance of forgery or tampering; In the absence of authentic identification, or in case of doubt, the employee will refuse service to the customer. After refusing service to any customer, employees will note the name, appearance and clothing of the individual involved. The information will be given to the Dispensary Manager and logged appropriately for future reference; No employee will "freely dispense". All products will be dispensed in measured quantities.

In order for each employee to feel comfortable and confident with the above procedures, all employees who dispense marijuana will participate in a designated marijuana dispensing/handling awareness-training program at the beginning of employment. Additionally, employees will be required to complete, at minimum, annual marijuana dispensing awareness training; supplementary trainings will be scheduled accordingly in the event of a policy/procedure change or an update to the laws and regulations surrounding the Adult-Use Marijuana program.

In the event Botanica discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(1). Botanica will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

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

of age or older as determined by reliable and current audience composition data. Botanica will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana." Pursuant to 935 CMR 500.105(6)(b), Botanica packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Botanica' website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

The Botanica dispensary	will only sell adult	use marijuana.	There will be	e no medical sal	es in the facility.

Quality Control and Testing

Quality Control

Botanica LLC. ("Botanica") will comply with the following sanitary requirements:

- 1. Any Botanica agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
- 2. Any Botanica agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- 3. Botanica's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Botanica's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- 4. Botanica's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
- 5. Botanica will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- 6. Botanica's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
- 7. Botanica's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
- 8. Botanica's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
- 9. Botanica will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in

- accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
- 10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
- 11. Botanica will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
- 12. Botanica's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
- 13. Botanica will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- 14. Botanica will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
- 15. Botanica will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

Botanica will ensure that Botanica's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

Botanica will process marijuana in a safe and sanitary manner. Botanica will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

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

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

Botanica will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

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

Botanica's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Botanica for disposal or by the Independent Testing Laboratory disposing of it directly.

Overview of Personnel Policies including Background Checks

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Botanica LLC ("Botanica") will undergo a detailed background investigation prior to being granted access to a Botanica facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Botanica pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Botanica will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Botanica will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802:
 Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Botanica will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

- ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
- x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Botanica will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Botanica along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Botanica or the Commission.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Botanica and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Below are all requirements as stated in compliance with 935 CMR 500.105(9)(d)

Job Descriptions in compliance with 935 CMR 500.105(9)(d)(1)

<u>Director of Security</u>: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Botanica, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Botanica agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Botanica facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Botanica facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Botanica agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

<u>Security Agent</u>: Security Agents monitor Botanica' security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Botanica facility by verifying appropriate ID

cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Botanica agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Botanica facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Botanica agents from the facility during non-business hours and perform security checks at designated intervals.

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

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

<u>Inventory Associate</u>: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the BioTrackTHC & METRC system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Botanica' policies and procedures for waste disposal are adhered to.

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

- Oversee hiring and release of Botanica agents;
- Review and revise Botanica personnel policies and procedures in consultation with the executive management team and department managers;

- Develop training schedules and policies for Botanica agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

<u>Director of Cultivation</u>: The Director of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

<u>Cultivation Manager</u>: The Cultivation Manager supervises and participates in all aspects of daily Cultivation Facility tasks. The Cultivation Manager operates under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance:
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

<u>Cultivation Technician</u>: Cultivation Technicians are responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

<u>Production Manager</u>: The Production Manager is responsible for all post-harvest handling of marijuana. The Production Manager coordinates directly with the Cultivation Manager regarding harvest schedules. Production Manager reports directly to the Director of Cultivation and is responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into BioTrackTHC & METRC;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

<u>Trim Technicians</u>: Trim Technicians are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

<u>Production Manager</u>: Responsible for production of all concentrates and marijuana products created by Botanica. This includes, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the BioTrackTHC & METRC;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

<u>Lab/Production Assistant</u>: Responsible for supporting the Production Manager during day-to-day operations. This includes, but is not limited to:

• Drying and grinding cultivated material in preparation for SCCO2 extraction;

- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

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

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Botanica facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Botanica;
- Properly setting up product displays pursuant to Botanica policies and procedures;
- Executing and enforcing compliance with Commission regulations and Botanica policies and procedures;
- Understanding sales transactions using BioTrackTHC & METRC;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records in compliance with 935 CMR 500.105(9)(d)(2)

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Botanica and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and will only be accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours in compliance with 935 CMR 500.105(9)(d)(3)

Hiring and Recruitment

Botanica' Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Botanica' personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Botanica' Diversity Plan and Community Initiatives;
- Botanica' Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

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

• Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;

- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

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

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Botanica facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

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

Workplace Attire

The required attire for registered agents at Botanica varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Establishment

Monday: 10:00AM - 9:00PM Tuesday: 10:00AM - 9:00PM Wednesday: 10:00AM - 9:00PM Thursday: 10:00AM - 9:00PM Friday: 10:00AM - 9:00PM Saturday: 10:00AM - 9:00PM Sunday: 10:00AM - 9:00PM

Overview of Personnel Policies and Procedures in compliance with 935 CMR 500.105(9)(d)(4)

Standard Employment Practices

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

Advancement

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

Drug-Free Work Place

The company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the company while they are on company premises or elsewhere on company business.

Employees who possess a Medical Marijuana Registry Card may medicate as necessary for their condition off company premises. No medicating may be done onsite. No used paraphernalia or medical marijuana medicine may be brought on company premises.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited except those allowed by the applicable laws and regulations.

Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited. Possessing any illegal drugs, alcohol, or substances of abuse including narcotic prescriptions is prohibited on company property. Any prescription narcotic or opiate medicating must be done off company premises and narcotic and opiate prescriptions may not be on company premises. Working while under the influence of prescription drugs that impair performance is prohibited.

Taking trade or tips from patients in the form of illegal drugs, alcohol, or prescription medication is strictly prohibited. No discussion of illicit drugs is allowed on company premises between employees and patients.

The above rules are strictly enforced for insurance, legal and security purposes. Any violation of these rules will result in immediate termination.

Consistent with the rules listed above, any of the following actions constitutes a violation of the company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination:

- 1. Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- 2. Working or reporting to work, conducting company business or being on company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Tobacco Products

The use of tobacco products is not permitted anywhere on the company's premises except in authorized and designated locations outside the facility. Employees must follow all rules posted in designated smoking areas and adhere to all policies associated with this policy (see Break Periods and Safety).

Written Policies

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

Investigations

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

Designated Outside Counsel

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

Corrective Action

Botanica holds each of its employees to certain rules and Standards of Conduct. When an employee deviates from these rules and standards, Botanica expects the employee's supervisor to take corrective action. Corrective action at Botanica is typically progressive. That is, the action

taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a Written Reprimand, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, Botanica considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to:

- 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
- 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- 3. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- 4. Theft or other criminal activity in any form;
- 5. Any action that is not in compliance with the Department rules for adult-use marijuana, and all other applicable laws and regulations;
- 6. Frequent absenteeism or absenteeism without proper notice;
- 7. Insubordinate behavior:
- 8. Vandalism or destruction of company property;
- 9. Being on company property during non-business hours;
- 10. The use of company equipment and/or company vehicles without supervisor approval;
- 11. Untruthfulness about criminal or personal work history, skills, or training;
- 12. Divulging company security practices or business practices;
- 13. Misrepresentations of Botanica to a customer, a prospective customer, the general public, or an employee; and
- 14. Failure to follow Botanica policies or procedures.
- 15. Failure to report any of the following to the general manager in accordance with applicable laws and regulations:
- 16. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Marijuana Establishment or a dispensary agent;
- 17. Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
- 18. Unauthorized destruction of marijuana;
- 19. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
- 20. An alarm activation or other event that requires response by public safety personnel;
- 21. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
- 22. Any other breach of security.

Job Status

Job Classifications

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

Work Schedules

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

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

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

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Botanica leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Botanica will determine which holidays will be observed and which departments will not be required to work. Botanica will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Botanica anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Botanica' progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Botanica' progressive discipline policies and procedures have been designed consistent with Botanica' organizational values, best practices, and state and federal employment laws.

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

Procedure

Step 1: Counseling and Verbal Warning

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

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

Step 2: Written Warning

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

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

Step 3: Suspension and Final Written Warning

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

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

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

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

Step 4: Recommendation for Termination of Employment

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

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

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

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

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

Types of Separation

1. Resignation

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

2. Retirement

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

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of Botanica are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

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

6. Release

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

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

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

Termination of Benefits

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

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

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

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

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

Compensation

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

Selection Criteria

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

- 5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
- 6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

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

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

Management Responsibility

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

Recordkeeping Procedures

General Overview

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

Recordkeeping

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

- <u>Corporate Records</u>: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - o Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - o Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings

- Business Records: Records that require ongoing maintenance and updates. These
 records can be electronic or hard copy (preferably electronic) and at minimum
 include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Botanica, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Botanica and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - o Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - O Botanica will maintain the results of all testing for a minimum of one (1) year.

Inventory Records

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

• Seed-to-Sale Tracking Records

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

• <u>Incident Reporting Records</u>

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

• Visitor Records

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

Waste Disposal Records

• When marijuana or marijuana products are disposed of, Botanica will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Botanica agents present during the disposal or handling, with their signatures.
Botanica will keep disposal records for at least three (3) years. This period

will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

• <u>Transportation Records</u>

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

Agent Training Records

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

Closure

- O In the event Botanica closes, all records will be kept for at least two (2) years at Botanica's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Botanica will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Botanica's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Botanica's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;

- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Botanica operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Botanica, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Botanica's website.
- Policies and procedures for the handling of cash on Botanica premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

Maintaining of Financial Records

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

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

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If collocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Qualifications and Training

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

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Botanica's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Botanica's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Botanica's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Botanica's owners, managers, and employees will then successfully complete the program once every year thereafter. Botanica will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Botanica's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

- 1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
- 2. Best practices for diversion prevention and prevention of sales to minors;
- 3. Compliance with tracking requirements;
- 4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
- 5. Such other areas of training determined by the Commission to be included; and
- 6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Botanica Energy Plan

In compliance with 935 CMR 500.105(15), Botanica has identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures) and implemented these opportunities to the extent possible. Botanica reduced electric demand (such as lighting schedules, active load management, and energy storage); and will be engaging with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. Botanica will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Understanding how we use energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Intake customized energy improvement recommendations from professionals; and
- Utilize cost incentives through utility energy performance.

Our construction team, project managers, architects, and engineers will execute the retail buildout processes through pre-construction, construction, and review construction phases within preliminary planning guidelines that ensure the highest capacity of energy efficiency, both on the job and throughout the reasonable lifespan of the operation, including but not limited to:

- The purchase and installation of the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
- The purchase and installation of LED lighting systems;
- The removal and disposal of outdated HVAC systems, with the purchase and installation of advanced HVAC systems and all associated ductwork.

Further practices to maintain energy efficiency throughout daily operations include:

- Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);
- Using communal printers, coffee makers, microwave ovens, and refrigerators;
- Turning off monitors when leaving for more than one hour;
- Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;
- Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;
- Close or tilt window blinds to block direct sunlight to reduce cooling needs during warmer months;
- Prohibiting the use of individual space heaters; and
- Using Energy Star labeled appliances.

Diversity Plan

Botanica LLC. ("Botanica") believes in creating and sustaining a robust policy of inclusivity and diversity. Botanica recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. Botanica is dedicated to creating a diverse culture with a commitment to all individuals. Botanica' diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+. Botanica will make every effort to employ 60% of the staff that classify as minorities, women, veterans, people with disabilities.

The goal will be:

- 60% Female
- 30% Minority
- 20% Veteran
- 10% persons with disabilities; and
- 10% LGBTQ+

Botanica' executives and leadership are committed to successful implementation of Botanica' Diversity Plan and we will document the annually upon renewal with the CCC. Botanica' executive management team believes that increased diversity will provide Botanica with a richer perspective and approach to its business.

Botanica believes in creating and sustaining a robust policy of inclusivity and diversity because Botanica recognizes that diversity in the workforce is key to the integrity of a company's commitment to the community where it is established. Coupled with that vision, Botanica also wants to ensure that its customers see themselves in the makeup of Botanica' employees.

Botanica' comprehensive diversity empowerment plan is a pillar of its purpose-driven company. To better serve Botanica' customers, Botanica aims to create an environment where personal identities, race, military service, sexual orientation, and heritage are utilized, celebrated, and valued. Botanica' diversity initiatives and strategies are designed to attract, develop, and advance the most talented individuals regardless of their race, sexual orientation, religion, age, gender, disability status, or any other dimension of diversity.

Diversity Recruitment and Sourcing

Botanica will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Botanica has developed strategic corporate initiatives to ensure a diverse

and qualified staff stands ready to serve Botanica customers' needs. These strategic corporate initiatives include:

- Hosting bi-annual career fairs in underrepresented and minority communities;
- We have contracted with HW Staffing to recruit individuals for employment that come from diverse backgrounds, and their main focus will be women, minorities and veterans
- Provide quarterly cultural training to staff on cultural sensitivity and recognizing unconscious bias; and
- Using suppliers who are also committed to diversity and inclusion. Our goal is to have suppliers broken down by:
 - 25% Female
 - 25% Minority
 - 25% Veteran
 - 5% persons with disabilities; and
 - 5% LGBTQ+

Botanica' recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Developing relationships with organizations serving minorities, women, LGBTQ+, veterans, and persons with disabilities for employment referrals;
- Providing briefings to representatives from recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;
- Participating in career day programs and encouraging Botanica' diverse employees to participate whenever possible;
- Establishing recruitment efforts at higher learning institutions, and institutions with special programs that reach diverse people;
- Developing relationships with housing, transportation, and other programs designed to improve employment opportunities for diverse persons and provide that information at job fairs and employee orientation;
- Gather information from all area community child care facilities to get information about facilities curriculum and child care services for diverse persons and present the information at job fairs and employee orientations.
- Ensuring that job openings are sent to community partners; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Employee Retention, Training and Development

Botanica will offer promotions, career counseling, and training to provide all employees with opportunity for growth and to decrease turnover. Botanica will ensure that all employees are given opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions. Botanica will ensure that all employees have access to receive career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Botanica will instruct managers and supervisors to refer employees seeking career counseling to the Director of Human Resource and Compliance.

Botanica' diversity awareness training emphasizes Botanica' zero-tolerance commitment of harassment and discrimination and Botanica' strict adherence to take corrective action should any issues, concerns, or complaints arise. All Botanica employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Awareness of Diversity Plan goals and Botanica' efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Botanica' success. Management, staff, associates, vendors, contractors, and the general public all benefit from being informed of the Diversity Plan objectives and procedures. Dissemination of information of the Diversity Plan includes the following:

- Inclusion of Botanica' Reasonable Accommodation statement in the Employee Handbook;
- Inclusion of Botanica' zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose Botanica' goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Diversity training programs for all employees;
- Semi-annual progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Strategic Partnerships, Suppliers and Vendors

Botanica will partner with local organizations focused on inclusion and opportunity for minorities, women, veterans, groups concerned with persons with disabilities, and LGBTQ+.

Botanica will promote diversity and support the local economy through purchasing goods and services from vendors, contractors, and professional service providers that are owned and operated by individuals that have cultural and ethnically diverse characteristics. In selecting potential contractors, subcontractors, vendors and suppliers, Botanica will first contract with small and diverse businesses. Botanica' goal is to maintain diverse organization, vendor, and contractor spending at or above 20% of total related expenses.

External communication efforts that align with Botanica' Diversity Plan will include:

- Advertising in employment and business sections of appropriate types of media;
- Participating in employment and business notification programs; and
- Distribution of literature to organizations actively supportive of minorities, women, disabled persons, the LGBTQ community, and veterans.

Measuring Progress

Botanica has established a Diversity Committee (the "Committee") to assist the executive management team and the Director of Human Resources and Compliance with the implementation and growth of the Diversity Plan. The initial members of the Committee were selected based on their diverse status and their personal commitments to diversity. Initial Members of the Committee the President and CEO, Director of Community Outreach and Compliance COO. Additional members of the Committee may be added at the discretion of Botanica' executive management team.

The Committee will be responsible for:

- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity;
- Keeping the company informed of progress through quarterly reports;
- Reviewing the Diversity Plan with management at all levels of Botanica to ensure that the Diversity Plan is understood; and
- Auditing Botanica' internal and external job postings to ensure information is in compliance with Botanica' diversity policies and procedures.

The Director of Human Resources and Compliance at Botanica will be responsible for auditing the Diversity Plan and measuring it's progress. The progress will be measured

annually starting on the date that Botanica receives its provisional license. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Employment data, including information on minority, women, disabled, and veteran representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract;
- A comprehensive description of all efforts made by Botanica to monitor and enforce the Diversity Plan;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by Botanica;
- Botanica will use an HR software that tracks employee demographics and classifications and will help to ensure that Botanica is meeting its goal to employ 60% of the staff that classify as minorities, women, veterans, people with disabilities;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report to track the employment goal to maintain that 60% of the staff that classify as minorities, women, veterans, people with disabilities. The report will including the following information for each job category at Botanica:
 - The total number of persons employed;
 - The total number of men employed;
 - The total number of women employed;
 - The total number of veterans:
 - The total number of service-disabled veterans; and
 - The total number of members of each racial minority employed.

<u>Acknowledgments</u>

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

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