



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281664
Original Issued Date: 06/16/2020
Issued Date: 06/17/2021
Expiration Date: 06/19/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Bostica, LLC

Phone Number: 978-569-4063
Email Address: application15@publicpolicylaw.com

Business Address 1: 71 Linden Street
Business City: Lynn
Business State: MA
Business Zip Code: 01905
Business Address 2:
Mailing Address 1: 71 Linden Street
Mailing City: Lynn
Mailing State: MA
Mailing Zip Code: 01905
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50
Role: Manager
Percentage Of Control: 50
Other Role:

First Name: Jarrod	Last Name: Falite	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control: 50	
Role: Manager	Other Role:	
First Name: Raymond	Last Name: Falite	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

Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: Bostica Holdings, LLC	Entity DBA:	DBA City:
Entity Description: Holding company for controlling interest in Bostica LLC		
Foreign Subsidiary Narrative:		
Entity Phone:	Entity Email:	Entity Website:
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: Bostica Holdings,LLC holds 100% of the membership interests in the Marijuana Establishment applicant Bostica, LLC. The manor in which authority is exercised is by virtue of the appointment of Jarrod Falite and Raymond Falite as managing members of Bostica, LLC.		

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Allen	Last Name: Schweitzer	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Financial Officer.		

Close Associates or Member 2

First Name: Frederick	Last Name: Jaffe	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Marketing.		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Bostica, LLC	Entity DBA:
Email: jarrod@bostica.com	Phone: 978-569-4063
Address 1: 71 Linden Street	Address 2:
City: Lynn	State: MA Zip Code: 01905

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$306000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 71 Linden Street

Establishment Address 2:

Establishment City: Lynn

Establishment Zip Code: 01905

Approximate square footage of the Establishment: 45000

How many abutters does this property have?: 60

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA_CertificationForm.pdf	pdf	5d3775e7b0555e33d0bcd245	07/23/2019
Community Outreach Meeting Documentation	RFI 1Community Outreach Attestation Packet 2.5.20.pdf	pdf	5e3dd0c17b9883042b371351	02/07/2020
Plan to Remain Compliant with Local Zoning	RFI 1 Plan to Remain Compliant with Local Zoning 3.4.20.pdf	pdf	5e5fcb70b56dea46718f1d24	03/04/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Bostica.MBT letter 5.31.19.pdf	pdf	5cf12657acc50017edd60fcf	05/31/2019
Plan for Positive Impact	RFI 1 Bostica Plan for Positive Impact 2.5.20.pdf	pdf	5e3dd0f75a2369047f224d88	02/07/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Jarrod

Last Name: Falite Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company	Other Role:
Entity Legal Name: Bostica Holdings, LLC	Entity DBA:
Entity Description: Holding company for controlling interest in Bostica LLC	
Phone: 978-569-4063	Email: jarrod@bostica.com
Primary Business Address 1: 71 Linden Streets	Primary Business Address 2:
Primary Business City: Lynn	Primary Business State: MA Principal Business Zip Code: 01905
Additional Information:	

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Secretary of State Certificate of Good Standing 5.15.19.pdf	pdf	5ce551fb748dc71348c35dac	05/22/2019
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing 5.16.19.pdf	pdf	5ce55206622b7c1357f6ebc6	05/22/2019
Articles of Organization	Articles of Organization 5.14.19.pdf	pdf	5ce552131dae681319ce796a	05/22/2019
Bylaws	Bostica, LLC - Operating Agreement - 5-30-19.pdf	pdf	5d37269a385de033fc95c6ea	07/23/2019
Articles of Organization	Bostica SEC Amendment.pdf	pdf	5e3dd12b7b9883042b371359	02/07/2020
Articles of Organization	RFI 1 Articles of Organization Cover Letter.pdf	pdf	5e3dd15669dc9d0456db7f48	02/07/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good	DUA Affidavit.pdf	pdf	607849af2e84db44a04c8388	04/15/2021

standing				
Department of Revenue - Certificate of Good standing	DOR CertificateofGoodStanding.pdf	pdf	607849b19cefd04567d4e34d	04/15/2021
Secretary of Commonwealth - Certificate of Good Standing	CorporateCertificateofGoodStanding.pdf	pdf	6089b4dd2e7a1d0770d071e3	04/28/2021

Massachusetts Business Identification Number: 001356887

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Bostica Liability Plan Proposal 5.14.19.pdf	pdf	5ce5524d1dae681319ce796e	05/22/2019
Business Plan	Business Plan Final.pdf	pdf	5d372b4617ec6d33f115179e	07/23/2019
Proposed Timeline	Bostica Proposed Timeline 4.14.21.pdf	pdf	607849bc8d8557457dbb8d35	04/15/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5ce55269722cea17c125e266	05/22/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5ce55275fe6a8617e208be30	05/22/2019
Separating recreational from medical operations, if applicable	Separating Medical from Recreational Cultivation.pdf	pdf	5ce5527e64ca8317f4fc89f2	05/22/2019
Record Keeping procedures	Record Keeping Procedure.pdf	pdf	5ce5529864ca8317f4fc89f6	05/22/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5ce552a3622b7c1357f6ebce	05/22/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5ce552b7acc50017edd5fc2b	05/22/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5ce552e3748dc71348c35db4	05/22/2019
Inventory procedures	Inventory procedures summary.pdf	pdf	5ce552f0622b7c1357f6ebd2	05/22/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5ce552f950e7af1803c1cb70	05/22/2019
Sample of unique identifying marks used for branding	Samples of unique identifying marks_Template.pdf	pdf	5ce55356722cea17c125e272	05/22/2019
Sample of unique identifying marks used for branding	FlameOneColor.png	png	5ce55377624ce5135e9238a8	05/22/2019
Security plan	Security Plan UPDATE RFI 1.pdf	pdf	5e3dd21b1c3b1d04a32b1752	02/07/2020
Restricting Access to age 21 and older	RFI 1 Restricting Access to age 21 or older 2.5.20.pdf	pdf	5e3dd23c69dc9d0456db7f4e	02/07/2020
Personnel policies including background checks	RFI 1 Personnel Policies Summary 2.5.20.pdf	pdf	5e3dd27e69dc9d0456db7f54	02/07/2020
Method used to produce products	RFI 1 Bostica Policies and Procedures for Product Manufacturing 2.5.20.pdf	pdf	5e3dd2e54dd5bb04941058fb	02/07/2020
Quality control and testing	RFI 1 Procedures for Quality Control and	pdf	5e5fcc74f63398441bbbf1ee	03/04/2020

	Testing 3.4.20.pdf			
Types of products Manufactured.	RFI 1 Bostica Products Manufactured 3.4.20.pdf	pdf	5e5ff32ce25eb94410038009	03/04/2020
Energy Compliance Plan	Bostica Energy Compliance Summary 4.14.21.pdf	pdf	607849d416d4db44ccf58483	04/15/2021
Diversity plan	Bostica Diversity Plan 4.14.21.pdf	pdf	607849da3a37ef458c08684e	04/15/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Plan for positive impact compliance report attached.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Diversity plan compliance report attached.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Samples of unique identifying marks_Template.pdf	pdf	60784b07cefab844e6714ac0	04/15/2021
	FlameOneColor.png	png	60784b1a3a37ef458c086852	04/15/2021

Name of Item: Flower

Item Type: Flower

Item Description: Bostica, LLC's Lynn Product Manufacturing Marijuana Establishment has not yet Commenced Operations. Therefore, Bostica, LLC does not have any data relevant to this section.

HOURS OF OPERATION

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

Host Community Agreement Certification Form

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

Applicant

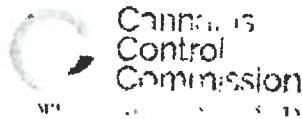
I, Jarrod Falite, (insert name) certify as an authorized representative of Bostica, LLC (insert name of applicant) that the applicant has executed a host community agreement with City of Lynn (insert name of host community) pursuant to G.L.c. 94G § 3(d) on July 17, 2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Thomas M. Mabee, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Lynn (insert name of host community) to certify that the applicant and City of Lynn (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 17, 2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community



Community Outreach Meeting Attestation Form

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

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

1. The Community Outreach Meeting was held on Feb. 11th 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Jan. 29th 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on Jan. 28th 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on Jan. 30th 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).



Cannabis
Control
Commission

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

Initials of Attester: *JP*



Smith, Costello & Crawford

Public Policy Law Group.

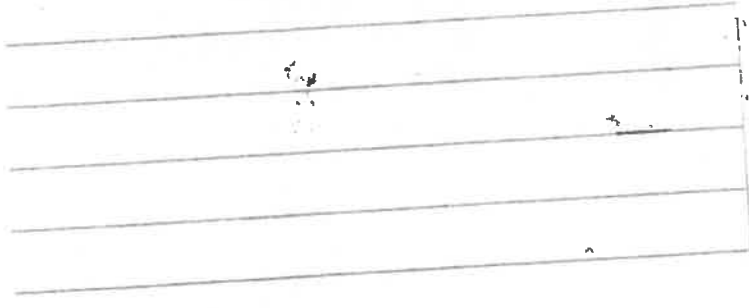
January 25, 2019

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, February 11th, 2019 at 6:00 pm at 71 Linden Street, Lynn, MA 01905. The proposed Marijuana Cultivation Facility is anticipated to be located at 71 Linden Street, Lynn, MA 01905. There will be an opportunity for the public to ask questions.

RECEIVED
CITY CLERK'S OFFICE
2019 JAN 28 A 8:59
LYNN, MASS

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ite 420
19

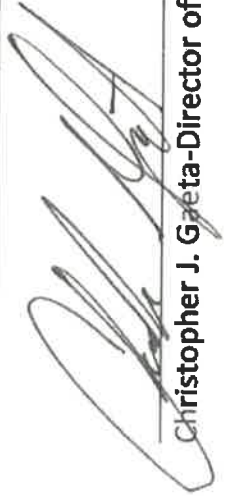


Board of Assessors-Abutters List

Christopher J. Gaeta, MAA, Director of Assessing
Michael P. Fisher, MAA, Assessor
Michael T. Clancy, Assessor

Parcel Id: 020-285-050 *Please check one:*
Date: 1/30/2019 300 Feet ☒
100 Feet ☐
Subject Property: 71 Linden St Immediate Abutters Only ☐ (Sign Permit)

PARCEL ID	RECORD OWNER	MAILING ADDRESS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		


Christopher J. Gaeta-Director of Assessing

Set of Labels Requested 1





300 foot Abutters List Report

Lynn, MA
January 30, 2019

Subject Property:

Parcel Number: 020-285-050
CAMA Number: 020-285-050
Property Address: 71 LINDEN ST

Mailing Address: LINDEN SUMMER REALTY TR
15 UNION ST STE 455
LAWRENCE, MA 01840

Abutters:

Parcel Number: 019-298-010
CAMA Number: 019-298-010
Property Address: 11 BURNS ST

Mailing Address: ALEJANA DORAN NOVA AREVALO
MIGUEL A ET AL
11 BURNS ST
LYNN, MA 01905

Parcel Number: 019-299-009
CAMA Number: 019-299-009
Property Address: 2 RIVER ST

Mailing Address: TEP KONGKEA YIM TEP VANNAK
2 RIVER ST
LYNN, MA 01901

Parcel Number: 019-299-025
CAMA Number: 019-299-025
Property Address: WESTERN AVE

Mailing Address: GENERAL ELECTRIC CO C/O
PROPERTYTAX DEPT 201
P O BOX 4900
SCOTTSDALE, AZ 85261

Parcel Number: 019-307-014
CAMA Number: 019-307-014
Property Address: 13 RIVER ST

Mailing Address: VO DU T SON SONNY
13 RIVER ST
LYNN, MA 01905

Parcel Number: 019-307-015
CAMA Number: 019-307-015
Property Address: 17 RIVER ST

Mailing Address: BRADLEY JANE E
3 CANAL ST
LYNN, MA 01905

Parcel Number: 019-307-016
CAMA Number: 019-307-016
Property Address: 3 CANAL ST

Mailing Address: BRADLEY JANE E
3 CANAL ST
LYNN, MA 01905-2609

Parcel Number: 019-307-019
CAMA Number: 019-307-019
Property Address: 13 CANAL ST

Mailing Address: URBANKIEWICZ RICHARD E
13 CANAL ST
LYNN, MA 01905-2609

Parcel Number: 019-307-028
CAMA Number: 019-307-028
Property Address: CANAL ST

Mailing Address: BAUTHAWAY C L & SONS CORP
638 SUMMER STREET
LYNN, MA 01905-2092

Parcel Number: 019-307-031
CAMA Number: 019-307-031
Property Address: 15 RIVER ST

Mailing Address: VO DU T SON SONNY
15 RIVER ST
LYNN, MA 01905-2243

Parcel Number: 020-280-001
CAMA Number: 020-280-001
Property Address: 76 LINDEN ST

Mailing Address: NGUYEN JENNIFER
78 LINDEN ST
LYNN, MA 01905



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1/30/2019

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300 foot Abutters List Report

Lynn, MA
January 30, 2019

Parcel Number: 020-280-002
CAMA Number: 020-280-002
Property Address: MORRIS ST

Mailing Address: SUMMER AND MORRIS LLC
11 BELLE ISLE AVE
REVERE, MA 02151

Parcel Number: 020-280-003
CAMA Number: 020-280-003
Property Address: MORRIS ST

Mailing Address: SUMMER AND MORRIS LLC
11 BELLE ISLE AVE
REVERE, MA 02151

Parcel Number: 020-280-005
CAMA Number: 020-280-005
Property Address: 30 MORRIS ST

Mailing Address: MERIDA VICENTE
30 MORRIS ST
LYNN, MA 01905

Parcel Number: 020-280-006
CAMA Number: 020-280-006
Property Address: 26 MORRIS ST

Mailing Address: WANG ZHONG ZHANG GUIQIN
3170 SHAMROCK CT
ANN ARBOR, MI 48105

Parcel Number: 020-280-020
CAMA Number: 020-280-020
Property Address: 589 SUMMER ST

Mailing Address: SANTOS DANNY SANTOS YESICA F
591 SUMMER ST
LYNN, MA 01905

Parcel Number: 020-280-021
CAMA Number: 020-280-021
Property Address: 593 SUMMER ST

Mailing Address: AR SHAIKH REALTY LLC
699 MAIN ST
WALTHAM, MA 02451

Parcel Number: 020-280-023
CAMA Number: 020-280-023
Property Address: 595 SUMMER ST

Mailing Address: 595 SUMMER STREET LLC
397 CENTRE ST
JAMAICA PLAIN, MA 02130

Parcel Number: 020-280-024
CAMA Number: 020-280-024
Property Address: 599 SUMMER ST

Mailing Address: SUMMER AND MORRIS LLC
11 BELLE ISLE AVE
REVERE, MA 02151

Parcel Number: 020-280-025
CAMA Number: 020-280-025
Property Address: SUMMER ST

Mailing Address: SUMMER AND MORRIS LLC
11 BELLE ISLE AVE
REVERE, MA 02151

Parcel Number: 020-280-026
CAMA Number: 020-280-026
Property Address: 613 SUMMER ST

Mailing Address: FIELD PROPERTY LLC
448 REVERE BCH BLVD
REVERE, MA 02151

Parcel Number: 020-280-029
CAMA Number: 020-280-029
Property Address: 32 MORRIS ST

Mailing Address: MORRIS 32 REALTY TRUST PERKINS
ANDREW TR
179 LEWIS ST
LYNN, MA 01902

Parcel Number: 020-280-030
CAMA Number: 020-280-030
Property Address: 32 MORRIS ST

Mailing Address: PASMAR LYNN REALTY TRUST
GUARRACINO PASQUALE TR
410 BROADWAY
LYNNFIELD, MA 01940



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300 foot Abutters List Report

Lynn, MA
January 30, 2019

Parcel Number: 020-281-001
CAMA Number: 020-281-001
Property Address: 58 LINDEN ST

Mailing Address: MERCADO KELLY
58 LINDEN ST
LYNN, MA 01905

Parcel Number: 020-281-002
CAMA Number: 020-281-002
Property Address: 42 COURT ST

Mailing Address: PIERRE SHARON L SMITH FLORENCE P
42 COURT ST
LYNN, MA 01905-2008

Parcel Number: 020-281-003
CAMA Number: 020-281-003
Property Address: 38 COURT ST

Mailing Address: DE GROAVES AGUINAGA ESTHER E
AGUINAGA IVAN N
38 COURT ST
LYNN, MA 01902

Parcel Number: 020-281-004
CAMA Number: 020-281-004
Property Address: 34 COURT ST

Mailing Address: MCKENNEY FAMILY TRUST MCKENNEY
JOHN S TR
34 COURT ST
LYNN, MA 01905

Parcel Number: 020-281-016
CAMA Number: 020-281-016
Property Address: 19 MORRIS ST

Mailing Address: DAVID JEAN DANIEL
418 REVERE BEACH PKWY #120
REVERE, MA 02151

Parcel Number: 020-281-017
CAMA Number: 020-281-017
Property Address: 21 MORRIS ST

Mailing Address: QUING VONG
21 MORRIS ST
LYNN, MA 01905

Parcel Number: 020-281-019
CAMA Number: 020-281-019
Property Address: 29 MORRIS ST

Mailing Address: PEREZ EUGENIO PEREZ ROSA TE
29 MORRIS ST
LYNN, MA 01905

Parcel Number: 020-281-020
CAMA Number: 020-281-020
Property Address: 31 MORRIS ST

Mailing Address: SAR SOPHEAK
57 SOUTHSIDE AVE
LYNN, MA 01905

Parcel Number: 020-281-022
CAMA Number: 020-281-022
Property Address: 70 LINDEN ST

Mailing Address: PORITZKY DAVID A PORITZKY ANDREA
E
70-72 LINDEN ST
LYNN, MA 01905

Parcel Number: 020-281-023
CAMA Number: 020-281-023
Property Address: 66 LINDEN ST

Mailing Address: HOY REALTY TRUST SPELTA AMY TR
14 SUMMER ST CT
NAHANT, MA 01908

Parcel Number: 020-281-024
CAMA Number: 020-281-024
Property Address: 62 LINDEN ST

Mailing Address: GARCIA ROMEO
62 LINDEN ST
LYNN, MA 01905

Parcel Number: 020-281-025
CAMA Number: 020-281-025
Property Address: 60 LINDEN ST

Mailing Address: STRUMSKAS STACYS
60 LINDEN ST
LYNN, MA 01905-2068



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300 foot Abutters List Report

Lynn, MA
January 30, 2019

Parcel Number: 020-282-001
CAMA Number: 020-282-001
Property Address: 44 ELIZABETH ST

Mailing Address: OPIECHOWSKI SYLVIA
44 ELIZABETH ST
LYNN, MA 01905-2030

Parcel Number: 020-282-002
CAMA Number: 020-282-002
Property Address: 40 ELIZABETH ST

Mailing Address: FEDERAL NATIONAL MORT ASSOC
PO BOX 809007
DALLAS, TXQ 75265

Parcel Number: 020-282-003
CAMA Number: 020-282-003
Property Address: 36 ELIZABETH ST

Mailing Address: STILLE ROBERT A STILLE BARBARA M
36 ELIZABETH ST
LYNN, MA 01905-2030

Parcel Number: 020-282-004
CAMA Number: 020-282-004
Property Address: 32 ELIZABETH ST

Mailing Address: GONZALEZ JAMIE
32 ELIZABETH ST
LYNN, MA 01905-2030

Parcel Number: 020-282-005
CAMA Number: 020-282-005
Property Address: LINDEN ST

Mailing Address: OPIECHOWSKI THEO
44 ELIZABETH ST
LYNN, MA 01905-2030

Parcel Number: 020-284-017
CAMA Number: 020-284-017
Property Address: 39 ELIZABETH ST

Mailing Address: CARRENO SANDRA
39 ELIZABETH ST
LYNN, MA 01905-2017

Parcel Number: 020-284-018
CAMA Number: 020-284-018
Property Address: 43 ELIZABETH ST

Mailing Address: LEBLANC LEO J LEBLANC PRAPRIET
43 ELIZABETH ST
LYNN, MA 01905

Parcel Number: 020-284-019
CAMA Number: 020-284-019
Property Address: 42 LINDEN ST

Mailing Address: EL HAMIZ YASSINE EL HAMIZ RACHID
42 LINDEN ST
LYNN, MA 01902

Parcel Number: 020-285-044
CAMA Number: 020-285-044
Property Address: 39 LINDEN ST

Mailing Address: ROBILLARD LINDSAY
39 LINDEN ST
LYNN, MA 01905

Parcel Number: 020-285-045
CAMA Number: 020-285-045
Property Address: 41 LINDEN ST

Mailing Address: DELEON MIGUELINA
47 WESTERN AVE
LYNN, MA 01905

Parcel Number: 020-285-046
CAMA Number: 020-285-046
Property Address: 45 LINDEN ST

Mailing Address: PINEDA-QUINTEROS SANTOS E
45 LINDEN ST
LYNN, MA 01905

Parcel Number: 020-285-047
CAMA Number: 020-285-047
Property Address: 49 LINDEN ST

Mailing Address: BERNARD ANDREA
49 LINDEN ST
LYNN, MA 01905-2009



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300 foot Abutters List Report

Lynn, MA
January 30, 2019

Parcel Number: 020-285-048
CAMA Number: 020-285-048
Property Address: 53 LINDEN ST

Mailing Address: SANDOVAL ANGELA CONCEPCION
RAFAEL
53 LINDEN ST
LYNN, MA 01905

Parcel Number: 020-285-049
CAMA Number: 020-285-049
Property Address: 57 LINDEN ST

Mailing Address: LINDEN SUMMER REALTY CO INC
15 UNION ST STE 455
LAWRENCE, MA 01840

Parcel Number: 020-285-051
CAMA Number: 020-285-051
Property Address: 659 SUMMER ST

Mailing Address: HATHAWAY C L & SONS CORP
638 SUMMER ST
LYNN, MA 01905-2092

Parcel Number: 020-285-052
CAMA Number: 020-285-052
Property Address: SUMMER ST

Mailing Address: GENERAL ELECTRIC EMPLOYEES
ACTIVITIES ASSN INC
P O BOX 148
LYNN, MA 01905-0248

Parcel Number: 020-285-053
CAMA Number: 020-285-053
Property Address: 671 SUMMER ST

Mailing Address: CITY OF LYNN PARK DEPT
CITY HALL
LYNN, MA 01901

Parcel Number: 020-285-100
CAMA Number: 020-285-100
Property Address: LINDEN ST

Mailing Address: LINDEN SUMMER REALTY CO INC
15 UNION ST STE 455
LAWRENCE, MA 01840

Parcel Number: 020-298-001
CAMA Number: 020-298-001
Property Address: 606 SUMMER ST

Mailing Address: SIMILCAR FABIOLA
608 SUMMER ST
LYNN, MA 01905

Parcel Number: 020-298-002
CAMA Number: 020-298-002
Property Address: 602 SUMMER ST

Mailing Address: GARCIA ISMAEL
57 SADLER ST
LYNN, MA 01905

Parcel Number: 020-298-003
CAMA Number: 020-298-003
Property Address: 14 ALBION ST

Mailing Address: CONTRERAS ELSA NAVARRO JESUS
14 ALBION ST
LYNN, MA 01902

Parcel Number: 020-298-004
CAMA Number: 020-298-004
Property Address: 12 ALBION ST

Mailing Address: RODRIGUEZ MARIA V
12 ALBION ST
LYNN, MA 01902

Parcel Number: 020-307-006
CAMA Number: 020-307-006
Property Address: 682 SUMMER ST

Mailing Address: REYNOLDS JAMES S REYNOLDS KORM
HANN
682 SUMMER ST
LYNN, MA 01905-2044

Parcel Number: 020-307-008
CAMA Number: 020-307-008
Property Address: 680 SUMMER ST

Mailing Address: S S MAIN REALTY TR MAIN GLENN S
TR ETAL
680 SUMMER ST
LYNN, MA 01905-2044



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1/30/2019

Page 5 of 10





January 25, 2019

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, February 11th, 2019, at 6:00 pm at 71 Linden Street, Lynn, MA 01905. The proposed Marijuana Cultivation Facility is anticipated to be located at 71 Linden Street, Lynn, MA 01905. There will be an opportunity for the public to ask questions.

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Bostica, LLC (“Bostica”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the marijuana establishment at 71 Linden Street, Lynn, MA 01905 which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

71 Linden Street is located in Light Industrial (LI) Zoning District and properly zoned pursuant to the City of Lynn Zoning Ordinance Section 22 Recreational Cannabis. In accordance with Section 22(a) the marijuana establishment is not located within 200 feet of any pre-existing public or private school providing education in kindergarten or any grades 1 through 12 licensed by the Department of Education. Also, pursuant to Section 22(b) the marijuana establishment is not located within 500 feet of another licensed cannabis establishment. There are no other codes, ordinances, or bylaws relative to the marijuana establishment.

Upon an initial review Google Maps of 71 Linden Street, an icon for Breed School appears. However, Breed School is located at 90 O'Callaghan Way, Lynn, MA 01905. The icon on Google Maps is located at Barry Park. The City does not have any setback distance requirements for parks.

Bostica filed a petition with the Lynn City Council on March 27, 2019 for permission to operate a marijuana cultivation and product manufacturing facility. Bostica appeared for a public hearing with the City Council on April 23, 2019. On April 23, 2019 the City Council having received all pertinent data and special permit application documents moved to grant the Bostica a special permit to operate the marijuana cultivation and product manufacturing facility. Under Section 12 Special Permits §12.3 Commencement all special permits issued terminate if substantial use or construction has not commenced within two years from ordination. Termination of a special permit will only result if substantial use or construction has not commenced within the two-year period.

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

April 6th, 2021

James Lamanna, Esq., Assistant City Solicitor
City of Lynn
3 City Hall Square, Room 406
Lynn, MA 01901

RE: Bostica, LLC Cultivator and Product Manufacturer Marijuana Establishments Licenses

Dear Attorney Lamanna,

As you know, Bostica, LLC (“Bostica”) currently holds Cultivator and Product Manufacturer Marijuana Establishment provisional licenses located at 71 Linden Street in Lynn. Pursuant to 935 CMR 500.103(4), Bostica must submit an application for the annual renewal of its license to operate in Lynn to the Cannabis Control Commission (“CCC”). As a condition of that renewal, the CCC has required that we request from Lynn, our host community, the records of any cost to the city anticipated or actual, resulting from the operation of our Marijuana Establishments.

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

Bostica, LLC
c/o Jonathan Capano, Esq.
Smith, Costello & Crawford
One State Street, 15th Floor
Boston, MA 02109
jcapano@publicpolicylaw.com

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

Sincerely,



Jonathan Capano, Esq.

Affidavit of No Response to Municipal Cost Letter

I, Jarrod Falite, as Manager of Bostica, LLC hereby certify that on April 6, 2021, Bostica, LLC sent formal notice to the City of Lynn requesting from our host community records of any cost to the city reasonably related to the operation of the establishment. As of April 12, 2021, Bostica, LLC has not received a response from the City of Lynn related to this request.

(NAME)

Date

4/12/2021

STATE OF MASSACHUSETTS

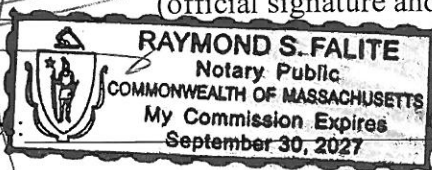
COUNTY OF ESSEX

On this 12th day of APRIL, 2021, before me, the undersigned notary public, personally appeared JARROD R. FALITE satisfactory evidence of identification, which was a DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]

(official signature and seal of notary)

My commission expires:



Subject: Bostica Annual License Renewal: Municipal Cost
Date: Tuesday, April 6, 2021 at 9:49:14 AM Eastern Daylight Time
From: Jonathan Capano
To: Jim Lamanna
CC: Jim Smith
Attachments: Bostica Municipal Cost Request Lynn.docx

Attorney Lamanna,

Attached please find Bostica, LLC's Municipal Cost Request Letter. Pursuant to 935 CMR 500.103(4), Bostica must submit an application for the annual renewal of its license to operate in Lynn to the Cannabis Control Commission ("CCC"). As a condition of that renewal, the CCC has required that we request from Lynn, our host community, the records of any cost to the city anticipated or actual, resulting from the operation of our Marijuana Establishments.

Please contact me if you have any questions or if additional information is required.

Thank you.

Jonathan Capano, Esq.

Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600

C: 781-443-2227

www.publicpolicylaw.com

IMPORTANT

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May 20, 2019

Bostica, LLC
Attn: Jarrod Falite
50 Congress Street, Suite 420
Boston, MA 02109
jarrod@bostica.com

Dear Bostica, LLC.,

This letter hereby serves as written confirmation of Bostica, LLC.'s ("Bostica") commitment to the My Brother's Table in Lynn, MA ("MBT") as a corporate sponsor. As you know, MBT and Bostica have not yet finalized the details of the monetary contribution and volunteer hours but we will memorialize the specifics as soon as they are agreed upon by both parties. MBT recognizes that Bostica is a marijuana company seeking a license for a Cultivation and Product Manufacturing Marijuana Establishment in the City of Lynn. To that end, MBT is happy to accept the contribution by Bostica.

MBT greatly appreciates your company's willingness to dedicate funds and volunteer hours to MBT in support of our mission to nourish our community every day through hospitality, free meals and unconditional love. We understand and acknowledge that the annual donation will be forthcoming upon the Cannabis Control Commissions' issuance of a Lynn Cultivation and Product Manufacturing Marijuana Establishment license to Bostica and confirmation via license approval that our partnership meets Bostica's Plan for Positive Impact requirements.

We look forward to our organizations having a long-term relationship that helps implement the mission and vision of the My Brother's Table in Lynn.

Regards,

Dianne Kuzia Hills, Executive Director
My Brother's Table

Plan for Positive Impact

INTENT

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

PURPOSE

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

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

INITIATIVES AND METRICS

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

Proposed Initiative: Bostica has identified a charitable organization within Lynn to assist those living in areas of disproportionate impact.. Bostica has identified and reached out to My Brother’s Table (“MBT”), which is the largest soup kitchen on the North Shore. MBT has provided over 3 million hot, free meals and outreach to men, women and children in need. Last year alone MBT served over 186,000 meals. In addition to serving meals 7 days a week MBT provides meals to homebound individuals, participates in a family dinner program, provides meals to at risk-seniors, and hosts a free weekly medical clinic.

Bostica will ensure that any charitable contributions that are made have been discussed with the identified organization and a written agreement is entered into acknowledging the acceptance of money donated by a cannabis company. This documentation will be provided to the Commission upon execution by both parties. In the event that MBT cannot accept funding, Bostica will make a contribution to the Commission’s Social Equity Loan Trust Fund.

Bostica, LLC.
Application of Intent

Goal: Bostica will endeavor to provide annual financial assistance to MBT, a charity that serves groups that have been identified in disproportionately impacted areas as fitting in with Bostica's goals and need the most help. Bostica will donate \$5,000 to MBT annually.

Metrics: Bostica will maintain a record of the donated funds. Bostica will keep records of feedback that we receive relative to the impact of our contributions. This will in turn help us make decisions about adjustments that need to be made in the future, either amounts given or whether alternative charities should be considered.

Proposed Initiative: Bostica will commit to provide employees with paid time to volunteer at MBT, which serves identified areas of disproportionate impact. MBT stated on their website, "The contribution of volunteer time is essential to the Table's 365-day-per-year operation."

Goal: Bostica is committed to serving communities that have been disproportionately impacted by serving individuals and organization through the contribution of employee volunteer time courtesy of the company. Bostica will commit to provide employees with 6 hours per employee of annual paid time to participate and volunteer at MBT.

Metrics: Bostica will maintain records of each employee who participates in the volunteer program and the number of hours contributed by each employee. Bostica will host two company-wide volunteer days annually, one in the spring and one in the fall. Bostica will then solicit feedback from each employee to learn about their experiences and determine whether adjustments should be made in the future with regards to this program.

CONCLUSION

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



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

William Francis Galvin
Secretary of the
Commonwealth

May 10, 2019

TO WHOM IT MAY CONCERN:

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

BOSTICA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 28, 2018**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; 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:
RAYMOND FALITE, JARROD FALITE

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RAYMOND FALITE, JARROD FALITE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0401421184
Notice Date: May 15, 2019
Case ID: 0-000-733-150



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BOSTICA, LLC
71 LINDEN ST
LYNN MA 01905-2080

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

D 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:

Bostica, LLC

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

50 Porter Street, Melrose, Massachusetts 02176

- (3) The general character of the business:

Agriculture and any lawful business for which a limited liability company may engage in under the
Massachusetts Limited Liability Company Act (M.G.L. ch. 156C)

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

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

NAME	ADDRESS
Jarrod Falite	c/o Bostica, LLC, 50 Porter Street, Melrose, Massachusetts 02176

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

NAME	ADDRESS
Raymond Falite	50 Porter Street, Melrose, Massachusetts 02176
Jarrod Falite	50 Porter Street, Melrose, Massachusetts 02176
Joseph Lekach	50 Porter Street, Melrose, Massachusetts 02176

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

NAME

ADDRESS

Raymond Falite

50 Porter Street, Melrose, Massachusetts 02176

Jarrod Falite

50 Porter Street, Melrose, Massachusetts 02176

Joseph Lekach

50 Porter Street, Melrose, Massachusetts 02176

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

NAME

ADDRESS

Raymond Falite

50 Porter Street, Melrose, Massachusetts 02176

Jarrod Falite

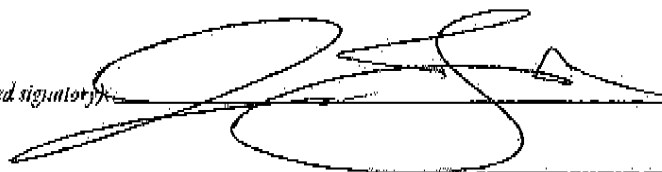
50 Porter Street, Melrose, Massachusetts 02176

Joseph Lekach

50 Porter Street, Melrose, Massachusetts 02176

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I, Jarrod Falite

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

*or attach resident agent's consent hereto.

THE 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:

November 28, 2018 04:25 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BOSTICA, LLC

OPERATING AGREEMENT

A Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of Bostica, LLC (the “**Company**”) is made effective as of June__, 2019 by and between Bostica Holdings, LLC as the initial Manager of the Company (the “**Manager**”), and the person executing this agreement as the sole member of the Company (the “**Member**”).

NOW THEREFORE the Member, the Manager and the Company agree as

follows: **ARTICLE 1 - DEFINED TERMS**

Section 1.1 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the terms defined in this Article shall, for the purposes of this Agreement, have the meanings herein specified.

(a) “**Act**” means the Massachusetts Limited Liability Company Act, as the same may be amended from time to time (M.G.L. c. 156C).

(b) “**Certificate**” means the Certificate of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company pursuant to the Act.

(c) “**Code**” means the United States Internal Revenue Code of 1986, as amended from time to time, or any corresponding Federal tax statute enacted after the date of this Agreement.

(d) “**Person**” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(e) “**Profits**” or “**Losses**” means, for each fiscal year, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Section 703, 704 and 705 of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with such adjustments as are required by the Code or are deemed necessary or desirable by the Manager.

(f) “**Regulations**” means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE 2 - FORMATION AND TERM

Section 2.1 **Formation.** The Member and the Company agree to form the Company as a limited liability company pursuant to the provisions of the Act, and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein. The Manager shall execute, deliver and file the Certificate and any and all amendments thereto and restatements thereof.

Section 2.2 **Term.** The term of the Company shall commence on the date the Certificate is filed with the Massachusetts Secretary of State’s Office, and shall continue until the Company is dissolved in accordance with the provisions of this Agreement and the Act.

Section 2.3 Registered Agent and Office. The Company's registered agent and office shall be Jarrod Falite, 71 Linden Street, Lynn, Massachusetts 01905. At any time, the Manager may designate another registered agent and/or registered office.

Section 2.4 Principal Place of Business. The principal place of business of the Company shall be located at 71 Linden Street, Lynn, Massachusetts 01905. At any time, the Manager may change the location of the Company's principal place of business.

Section 2.5 Purpose. The purpose of the Company shall be cultivation and sale of agricultural products, including cannabis, and to engage in any all business in which a Massachusetts limited liability company is authorized to engage.

ARTICLE 3 - MEMBER

Section 3.1 Powers of Member. The Member shall have no power with regard to the management of the Company except pursuant to the express terms of this Agreement.

Section 3.2 Distributions. Distributions to the Member shall be made as, if and when the Manager determine(s) that such distributions are appropriate in his/her /their sole discretion.

ARTICLE 4 - CAPITAL ACCOUNTS, CONTRIBUTIONS AND ALLOCATIONS

Section 4.1 Capital Accounts. A Capital Account shall be established and maintained for the Member. The Capital Account of the Member shall be maintained in accordance with Code Section 704(b) and the regulations issued thereunder. The Member has made a Capital Contribution to the Company and shall have initial Capital Account balances equal to the amount of his/her/its Capital Contribution.

Section 4.2 Profits and Losses. Profits and losses shall be allocated in a manner complying with the requirements of Code Sections 704, 705 and 706 and the Treasury Regulations thereunder.

Section 4.3 Member's Interest. The Member has no interest in specific Company property, unless and until distributed to such Member.

Section 4.4 Status of Capital Contributions. The Member shall not be required to lend any funds or make Capital Contributions to the Company or to make any additional Capital Contributions to the Company.

ARTICLE 5 - MANAGEMENT

Section 5.1 Management of the Company. The Company shall be managed exclusively by the Manager. The Manager shall have full, sole and exclusive and complete discretion, right, power, and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this Agreement. The Manager, with the consent of the members, may amend this Agreement. A Manager may resign by giving at least five (5) days written notice to all of the Members. A Manager may be removed by the Member by an instrument in writing.

Section 5.2. Limitation Of Liability. Except to the extent that the Massachusetts General Laws prohibits the elimination or limitation of liability of Managers for breaches of fiduciary duty, no Manager shall be personally liable to the Company or its members for monetary damages for any breach of fiduciary duty as a Manager, officer or agent of the Company, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on

the liability or alleged liability of any Manager for or with respect to any acts or omissions occurring prior to such amendment.

Section 5.3 Indemnification. The Company shall, to the fullest extent permitted by law, indemnify any Manager made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a Manager, officer or agent of the Company or any predecessor entity, provided, however, that the Company shall indemnify any such director or officer in connection with a proceeding initiated by such Manager, officer or agent only if such proceeding was authorized by the Members of the Company.

(a) The indemnification provided for in this Section 5.3 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under this Agreement or any other agreement or vote of members or disinterested managers or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a Manager, officer or agent of the Company, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a Manager, officer or agent of the Company. The Company's obligation to provide indemnification under this Section 5.3 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Company or any other person.

(b) Expenses incurred by a Manager, officer or agent of the Company of the Company in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a Manager, officer or agent of the Company shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Manager, officer or agent of the Company to repay such amount if it shall ultimately be determined that applicable law requires that he or she not be indemnified by the Company. Notwithstanding the foregoing, the Company shall not be required to advance such expenses to a Manager, officer or agent of the Company who is a party to an action, suit or proceeding brought by the Company that alleges willful misappropriation of corporate assets, disclosure of confidential information or any other willful and deliberate breach by such Manager, officer or agent of the Company of his or her duty to the Company or its members.

(c) The foregoing provisions of this Section 5.3 shall be deemed to be a contract between the Company and each Manager, officer or agent who serves in such capacity at any time while this Agreement is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Section 5.4 Reliance by Third Parties, Apparently Authority. Any person dealing with the Company may rely on a certificate signed by the Manager as to any of the following: (i) the identity of the Members and Manager hereunder; (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Manager or the Members or are in any other manner germane to the affairs of this Company; (iii) whether a specified Person is authorized to execute and deliver any instrument or document of the Company; (iv) the authenticity of any copy of this Agreement and amendments thereto; or (v) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member or Manager.

ARTICLE 6 - BOOKS AND RECORDS

Section 6.1 Books and Records. At all times during the continuance of the Company, the Company shall maintain at its registered office and principal place of business all records and materials the Company is required to maintain at such location under the Act.

ARTICLE 7 - DISSOLUTION, LIQUIDATION AND TERMINATION

Section 7.1 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events: (a) upon the election of the Member; (b) the entry of a decree of judicial dissolution under the Act; or (d) the sale or disposition of all or substantially all of the property of the Company.

Section 7.2 Liquidation. Upon dissolution of the Company, the Manager shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, have been distributed to the Members in the manner provided for in this Article and the Certificate has been cancelled in the manner required by the Act.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

MEMBER:
Bostica Holding, LLC

MANAGER:
Bostica Holdings, LLC

By: _____
Name: Raymond Falite
Title: Manager

By: _____
Name: Raymond Falite
Title: Manager

By: _____
Name: Jarrod Falite
Title: Manager

By: _____
Name: Jarrod Falite
Title: Manager



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001356887

The date of filing of the original certificate of organization: 11/28/2018

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

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

2a. Location of its principal office:

No. and Street: 71 LINDEN STREET
 City or Town: LYNN State: MA Zip: 01905 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JARROD FALITE
 No. and Street: 71 LINDEN STREET
 City or Town: LYNN State: MA Zip: 01905 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RAYMOND FALITE	71 LINDEN STREET LYNN, MA 01905 USA
MANAGER	JARROD FALITE	71 LINDEN STREET LYNN, MA 01905 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 First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JARROD FALITE	71 LINDEN STREET LYNN, MA 01905 USA
REAL PROPERTY	RAYMOND FALITE	71 LINDEN STREET LYNN, MA 01905 USA

9. Additional matters:

10. State the amendments to the certificate:

THIS CERTIFICATE REFLECTS CHANGES TO THE (I) PRINCIPAL OFFICE ADDRESS, (II) RECORDS MAINTENANCE ADDRESS TO: 71 LINDEN STREET, LYNN, MA 01905, (III) MANAGERS, (IV) AUTHORIZED PERSONS TO HANDLE FILINGS WITH THE SECRETARY OF THE COMMONWEALTH, AND (V) AUTHORIZED PERSONS TO HANDLE REAL ESTATE MATTERS.

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of January, 2019,
JARROD FALITE , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

January 08, 2019 03:28 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO: Cannabis Control Commission
FROM: Bostica, LLC
RE: Articles of Organization

In the Request for Information entitled Notice: Additional Information Required dated February 4, 2020, Bostica received the following note: “If the Articles of Organization is no longer valid, please remove this from the application.”

Bostica was organized on November 28, 2018. At the time of organization, Joesph Lekach was a member. Joesph Lekach departed and has been removed from Bostica and an Amendment was filed with the Secretary of State on January 8, 2019. The Amendment acts as a supplement to the Articles of Organization. The Articles of Organization as originally filed are recognized by the Secretary of State as the valid Articles of Organization for Bostica despite the fact that Bostica filed an Amendment. As such, we have included the Articles of Organization and the Amendment for review by the Commission. These two documents combined represent the Secretary of State’s corporate records regarding Bostica, LLC.

Plan for Obtaining Liability Insurance
(This document is a summary of Bostica, LLC's Plan to Obtain Liability Insurance.)

I. Purpose

The purpose of this plan is to outline how Bostica, LLC's ("Bostica") will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Research

Bostica has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the Bostica once we receive a Provisional License.

III. Plan

1. Once Bostica receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry.
 - a. Bostica 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.
 - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
2. In the event that Bostica cannot obtain the required insurance coverage, Bostica will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. Bostica will replenish this account within ten business days of any expenditure.
3. Bostica will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

Marijuana Cultivation and Product Manufacturing

Jarrood Falite

BOSTICA, LLC 71 Linden St, Lynn, MA 01905

Founder's Background Information

Raymond Falite

Raymond Falite has over 40 years of real estate development and General Contracting experience in the Commonwealth of Massachusetts. He has developed real estate in multiple asset classes, from a 90-unit midrise condominium project to residential subdivisions. Raymond also has owned and operated Falite Bros., Inc. an HVAC company, out of Wakefield MA, for the same amount of time.

Raymond owns and controls over 400,000 sq./ft. of industrial space. He currently owns the proposed building in which Bostica will operate. With his extensive expertise in construction and business management, he will be integral to the build out of the operation as well as investor relations. Raymond has an extensive track record of executing complex real estate deals and large construction projects.

Jarrold Falite

Jarrold Falite has over 15 years of construction management experience as well as 7 years of operations management experience, responsible for 30 employees. He has a Construction Supervisor (unrestricted) license in MA and has managed construction projects in excess of \$3M.

Jarrold has a Bachelor of Science degree in Business Administration with a concentration in Business Management from the University of New Hampshire. Jarrold has rehabbed several homes in the North Shore of Boston, his focus quickly changed to cannabis once the opportunity to be part of this new industry presented itself.

Jarrold will play an important role in the daily operation of the business as well as connect with the younger demographic that this industry sees. He will be essential to the marketing and branding of Bostica as well as the day to day operations and product development.”

Executive Summary

Bostica LLC aims to be the leading provider of recreational cannabis products through wholesale cultivation and manufacturing in the Commonwealth of Massachusetts. Bostica LLC has been awarded a special permit in Lynn, MA to cultivate and manufacture Marijuana at its 45,000 sq. /ft. facility at 71 Linden St, Lynn MA. Bostica LLC has executed a Host Community Agreement with the city of Lynn.

Bostica LLC has secured a 20-year lease with a 20 year option, of approximately 45,000 sq/ft, to operate a marijuana cultivation and manufacturing business, from Linden Industrial LLC who holds title to said real estate. Bostica LLC has first right of refusal in the event Landlord attempts to sell property. Bostica LLC has first right to lease additional space in building once existing leases expire.

Location

Bostica, LLC intends on operating at 71 Linden Street, Lynn, MA 01905. The initial operation will occupy approximately 45,000 sq/ft of the total 128,000 sq/ft existing building.

Purpose of Business

Bostica LLC will own and operate an indoor marijuana cultivation and product manufacturing facility in Lynn, MA. Bostica will pursue licensing from the Cannabis Control Commission.

Market Analysis

According to a recent study led by state Department of Public Health, 21% of adults in MA admitted to using marijuana. With an adult population of 4,849,033 of adults over the age of 21, there is approximately 1,018,296 marijuana users in the Commonwealth, although, experts say the number is likely higher as the stigma associated with marijuana use fades and safer methods of ingestion become available, people will be more likely to admit use or begin use. It's also worth noting that these estimates do not include tourists.

Due to federal regulations it is illegal to sell or transport cannabis products across state lines, therefore, each state that legalizes marijuana is resigned to their own individual state market. We do not have a situation where we have to compete with national or out of state competitors. As seen in other states that have legalized marijuana for recreational sales and consumption, lack of supply has always been an issue at least for the first few years, with high wholesale prices.

Although, we can look at other markets and make assumptions about what will happen with Massachusetts, nobody really knows as Massachusetts is one of the first of a few states on the east coast to begin recreational sales. The east coast market has not been tested even though we are some of the most densely populated states in the country with some of the most expensive real estate and highest income. The only data from cannabis markets so far comes from mostly western states whose land size and inexpensive real estate are the norm, as well as the ability to grow large amounts of marijuana outdoors.

Massachusetts is one of the highest priced real estate markets in the country. A big hurdle for cultivators is finding a place big enough and suitable enough to operate. Cultivation also requires the largest amount of startup capital compared to any other type of marijuana business (i.e. manufacturing, retail). Massachusetts high real estate prices and the cost to get into a cultivation business in MA compared to Colorado or Nevada is exponentially higher. Because of these factors we believe that the marijuana supply will take longer to catch up with demand than some of the aforementioned States, which took approximately 3 years to satisfy demand. Though MA has not limited the amount of licenses to a specific number they have written a few regulations to help stifle the problem of oversupply.

Massachusetts has set certain limits on licenses to allow for a slower healthier growth of the industry. Cultivators are limited to 100,000 square feet of canopy (actual growing area) which prevents large, out-of-state companies from coming in with a large amount of resources and cornering the market. More operators will get a piece of the pie and there is plenty to go around with an estimated 2 billion dollar annual market, just in the Commonwealth. Also, as mentioned before there is the issue of land to operate a cultivation business; Operators are forced to find industrial zoned land to operate their cultivation businesses.

<https://www.metrowestdailynews.com/news/20180621/insider-sees-marijuana-as-18-billion-industry-in-mass>

<https://www.bostonglobe.com/metro/2018/06/29/percent-mass-residents-consumed-marijuana-past-days/XvyfXljy82S9HQv8mDd2IL/story.html>

Challenges

Although Massachusetts is in the early stages of awarding cultivation licenses, the wholesale price of Marijuana flower will inevitably drop. With a current retail price of an ounce at \$400 or \$6,400/lbs, we can expect the wholesale price to be around 50% of that. We should see a wholesale price between \$3,000-\$4,000/lb with in the first few years with a decline in price as the distribution outlets and supply meets the demand.

We plan to focus on maximizing our canopy in the first 3 years to reach a goal of 100,000 sq/ft or the state maximum allowance. By this time even if pricing drops to the mid to low 2000s we will still have increased our company's value and continue to do so. We will also begin to process product into oil for vape pens and concentrates. Market research shows that concentrates and edibles are quickly becoming more popular than the traditional method of inhaling combusted raw cannabis flower. Oil production is a large part of the business and integral in establishing our brand and maximizing profits.

We have included, in addition to the cultivation proforma, a manufacturing proforma to show, how we can shift from wholesale flower to processing as pricing declines. This will allow us to maintain our current cultivation capacity while increasing revenue. Note: Trim yield is approximately 15% of usable flower production, which will be used for manufacturing already (ex. 5000 lbs. of marijuana flower, 750lbs of trim). The Cannabis market will become very competitive, driving the price lower.

Strengths

Bostica, LLC will make an effort to incorporate the newest energy efficiency technologies and vertical farming techniques to maximize efficiency and to drive our cost per pound down thus insulating us from price fluctuations. This requires approximately 20% additional start-up capital, however, we will be able to double our canopy and revenue. The additional investment will pay for itself in one quarter.

Bostica, LLC plans for a year 2 expansion to increase our production. We plan on staying competitive in the market through not only energy efficiency and multi-tier farming but also through economies of scale.

Expansion

Bostica LLC, intends on expanding into other parts of the building. Year two, the company will reinvest profits to build out an additional 28,000 sq/ft. of the existing building. With multi-tier growing methods, we will increase our canopy square footage by approximately 35,000 sq/ft. See Projections Y2 Q4 for expansion revenue.

Marketing Plan

All marketing efforts will be in compliance with regulations set forth in 935 CMR 500. All marketing efforts will be applied through Company social media pages, Google SEO, and Promotional events.

We will hire a social media manager well versed in content creation and with an understanding of the goals of the company and brand.

Due to many companies' restrictions on selling advertising to Marijuana companies, the social media manager will seek out and establish connections with social media influencers who will promote the Bostica brand on their page via "pay per post".

We also intend on marketing through nightlife channels i.e. Night Clubs, Bars, Local Breweries, Local events, etc.

We will hire an event/promotions coordinator/planner to hire a team for promotions as well as to establish relationships with businesses hosting these events. We will have a team that will organize, schedule, and hold these promotional events on a weekly basis.

Our team will promote the brand Bostica. Team will distribute merchandise bearing Bostica logos and designs, as well as other promotional items, in compliance with regulations. Developing our relationships with customers face to face will help build strong relationships with our brand.

All promotional event locations will be 21+ establishments or events where the majority of patrons are expected to be 21+ or over and in accordance with 935 CMR 500.

It is the goal of Bostica to establish itself as a luxury lifestyle brand through these channels.

Target Demographic: Adults age 21-35.

Projections

	Q1	Q2	Q3	Q4	Year 1	Q1	Q2	Q3	Q4	Year 2	Q1	Q2	Q3	Q4	Year 3
Operating Cash Inflows:															
Wholesale Revenue	\$ -	\$ 937,264	\$ 11,247,168	\$ 11,247,168	\$ 23,431,601	\$ 11,247,168	\$ 9,597,168	\$ 9,597,168	\$ 21,811,746	\$ 52,253,251	\$ 21,811,746	\$ 21,811,746	\$ 21,811,746	\$ 21,811,746	\$ 87,246,984
Operating Cash Outflows:															
Cost of Goods															
Wholesale	\$ -	\$ 137,500	\$ 1,650,000	\$ 1,650,000	\$ 3,437,500	\$ 1,650,000	\$ 1,650,000	\$ 1,650,000	\$ 3,750,000	\$ 8,700,000	\$ 3,750,000	\$ 3,750,000	\$ 3,750,000	\$ 3,750,000	\$ 15,000,000
Extraction	\$ -	\$ 6,773	\$ 81,279	\$ 81,279	\$ 169,332	\$ 81,279	\$ 81,279	\$ 81,279	\$ 184,725	\$ 428,563	\$ 184,725	\$ 184,725	\$ 184,725	\$ 184,725	\$ 738,901
Total Cost of Goods	\$ -	\$ 144,273	\$ 1,731,279	\$ 1,731,279	\$ 3,606,832	\$ 1,731,279	\$ 1,731,279	\$ 1,731,279	\$ 3,934,725	\$ 9,128,563	\$ 3,934,725	\$ 3,934,725	\$ 3,934,725	\$ 3,934,725	\$ 15,738,901
Advertising Expense															
Trade Shows	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 12,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000
Trade Advertising	\$ 750	\$ 750	\$ 750	\$ 750	\$ 3,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000
Sampling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,472	\$ 95,972	\$ 95,972	\$ 218,117	\$ 522,533	\$ 218,117	\$ 218,117	\$ 218,117	\$ 218,117	\$ 872,470
PR Firm	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000	\$ 9,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 81,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 96,000
Traditional Advertising	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,100,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,200,000
Web Advertising	\$ -	\$ 6,561	\$ 78,730	\$ 78,730	\$ 164,021	\$ 78,730	\$ 67,180	\$ 67,180	\$ 152,682	\$ 365,773	\$ 152,682	\$ 152,682	\$ 152,682	\$ 152,682	\$ 610,729
POS	\$ -	\$ 4,686	\$ 56,236	\$ 56,236	\$ 117,158	\$ 56,236	\$ 47,986	\$ 47,986	\$ 109,059	\$ 261,266	\$ 109,059	\$ 109,059	\$ 109,059	\$ 109,059	\$ 436,235
Total Advertising Expense	\$ 21,750	\$ 32,997	\$ 156,716	\$ 156,716	\$ 368,179	\$ 474,438	\$ 553,138	\$ 553,138	\$ 821,858	\$ 2,402,572	\$ 821,858	\$ 821,858	\$ 821,858	\$ 821,858	\$ 3,287,434
Insurance	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000	\$ 60,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 330,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 360,000
IT	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000	\$ 60,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 420,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 480,000
Utilities	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 240,000	\$ 90,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 405,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 420,000
Payroll Expenses															
Payroll Taxes/Benefits	\$ 71,350	\$ 71,350	\$ 71,350	\$ 71,350	\$ 285,400	\$ 125,300	\$ 125,300	\$ 125,300	\$ 125,300	\$ 501,200	\$ 129,059	\$ 129,059	\$ 129,059	\$ 129,059	\$ 516,236
Salaries (Cultivation)	\$ 186,750	\$ 186,750	\$ 186,750	\$ 186,750	\$ 747,000	\$ 245,250	\$ 245,250	\$ 245,250	\$ 245,250	\$ 981,000	\$ 252,608	\$ 252,608	\$ 252,608	\$ 252,608	\$ 1,010,430
Salaries	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 680,000	\$ 381,250	\$ 381,250	\$ 381,250	\$ 381,250	\$ 1,525,000	\$ 392,688	\$ 392,688	\$ 392,688	\$ 392,688	\$ 1,570,750
Total Payroll Expenses	\$ 428,100	\$ 428,100	\$ 428,100	\$ 428,100	\$ 1,712,400	\$ 751,800	\$ 751,800	\$ 751,800	\$ 751,800	\$ 3,007,200	\$ 774,354	\$ 774,354	\$ 774,354	\$ 774,354	\$ 3,097,416
Bonus (% of Revenue)	\$ -	\$ 37,491	\$ 449,887	\$ 449,887	\$ 937,264	\$ 449,887	\$ 383,887	\$ 383,887	\$ 872,470	\$ 2,090,130	\$ 872,470	\$ 872,470	\$ 872,470	\$ 872,470	\$ 3,489,879
Professional Fees															
Design Fees	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 30,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 30,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 30,000
Operational Consulting	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 36,000
Legal	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 60,000	\$ 40,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 220,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 240,000
Lobbying	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 60,000	\$ 40,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 220,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 240,000
Accounting/Consultant	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 48,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 48,000
R&D	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
Total Professional Fees	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,000	\$ 228,000	\$ 138,500	\$ 178,500	\$ 178,500	\$ 178,500	\$ 674,000	\$ 178,500	\$ 178,500	\$ 178,500	\$ 178,500	\$ 714,000
Rent	\$ 83,048	\$ 83,048	\$ 83,048	\$ 83,048	\$ 332,192	\$ 134,722	\$ 134,722	\$ 134,722	\$ 134,722	\$ 538,888	\$ 134,722	\$ 134,722	\$ 134,722	\$ 134,722	\$ 538,888
Debt Repayment and Interest	\$ 286,197	\$ 286,198	\$ 286,197	\$ 286,199	\$ 1,144,791	\$ 286,197	\$ 286,197	\$ 286,197	\$ 286,198	\$ 1,144,789	\$ 286,199	\$ 286,197	\$ 286,195		\$ 858,591
Logistics (% of Revenue)	\$ -	\$ 14,059	\$ 168,708	\$ 168,708	\$ 351,474	\$ 168,708	\$ 143,958	\$ 143,958	\$ 327,176	\$ 783,799	\$ 327,176	\$ 327,176	\$ 327,176	\$ 327,176	\$ 1,308,705
Other (% of Revenue)	\$ -	\$ 46,863	\$ 562,358	\$ 562,358	\$ 1,171,580	\$ 562,358	\$ 479,858	\$ 479,858	\$ 1,090,587	\$ 2,612,663	\$ 1,090,587	\$ 1,090,587	\$ 1,090,587	\$ 1,090,587	\$ 4,362,349
Travel & Entertainment	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 48,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 48,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 48,000
Total Cash Outflow	\$ 1,068,095	\$ 1,322,029	\$ 4,115,293	\$ 4,115,295	\$ 10,620,712	\$ 5,009,889	\$ 5,075,339	\$ 5,075,339	\$ 8,830,037	\$ 23,990,603	\$ 8,852,592	\$ 8,852,590	\$ 8,852,588	\$ 8,566,393	\$ 35,124,163
Net Operating Cash	\$ (1,068,095)	\$ (384,765)	\$ 7,131,875	\$ 7,131,873	\$ 12,810,889	\$ 6,237,280	\$ 4,521,830	\$ 4,521,830	\$ 12,981,709	\$ 28,262,648	\$ 12,959,154	\$ 12,959,156	\$ 12,959,158	\$ 13,245,353	\$ 52,122,821

Notes:

- Revenue begins Q2 Year 1 (2020)
- Cash Flow Positive Q3 Year 1 (2020)
- Q2 Year 2 (2021) Revenue reflects decline in wholesale price per pound
- Q4 Year 2 (2021) Revenue reflects expansion revenue with declined wholesale price per pound.

Separating Recreational from Medical Operations

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

Record Keeping Procedures

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

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

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

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

Qualifications and Training

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

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

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

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

Maintaining of Financial Records

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

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

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

Restricting Access to Age 21 or Older

Pursuant to 935 CMR 500.140(3), upon entry into the premise of Bostica, LLC (“Bostica”) by an individual, a Bostica agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless a registered agent has verified that the individual is 21 years of age or older by offering proof of identification. If the individual is younger than he or she shall not be admitted.

Pursuant to 935 CMR 500.002 Bostica’s management team is responsible for ensuring that all visitors and persons who enter the facility or are otherwise associated with the operations of Bostica are 21 years of age or older. To verify an individual’s age, an Bostica Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver’s license; Massachusetts issued ID card; Out-of-state driver’s license or ID card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by Bostica. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

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

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

While at the facility or transporting marijuana for the facility all Bostica Agents must carry their valid Agent Registration Card issued by the Commission. All Bostica Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. Pursuant to 935 CMR 500.110(4) all outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the Bostica facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to Bostica upon exit.

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

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

Personnel Policies

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

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

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

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

All Bostica employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Bostica and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a). In accordance with 935 CMR 500.105(1) Bostica will implement a policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

Procedures for Quality Control and Testing of Product

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

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

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

Bostica has a Quality Manager who will oversee the manufacturing at the Bostica facility to maintain strict compliance with DPH regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160 Bostica grow areas are monitored for temperature, humidity, and CO2 levels this monitoring helps reduce the risk of crop failure. Ethical pest management procedures are utilized to naturally maintain a pest free environment alongside our True Living Organics (“TLO”) growing method.

All Marijuana Infused Products (“MIPs”) are produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

All Bostica agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. All Bostica agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough hand-

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washing. The hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

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

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

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

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

Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards. Bostica shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary in accordance with 935 CMR 500.160(2).

Energy Compliance Plan

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

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

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

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

In accordance with 935 CMR 500.120(11) Bostica will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). Bostica will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each Bostica license renewal application under 935 CMR 500.103(4) will include a report of the Bostica's energy and water usage over the 12-month period preceding the date of application. Bosticas will be subject to the following minimum energy efficiency and equipment standards.

The building envelope for all facilities will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standard 90.1 Sections 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using

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existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

Lighting used for Cannabis cultivation will meet one of the following compliance requirements:

1. Horticulture Lighting Power Density may not exceed 36 watts per square foot;
2. All horticultural lighting used in a facility is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).
3. If Bostica intends to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. All facilities, regardless of compliance path, will provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which will certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

Bostica will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR 500.120(11)(b), a Bostica will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HV AC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

Safety protocols will be established and documented to protect workers, Consumers, or Visitors (e.g., eye protection near operating Horticultural Lighting Equipment).

Requirements in 935 CMR 500.120(11)(b) and (c) will not be required if Bostica is generating 80% or more of the total annual on-site energy use for all fuels (expressed on a MWh basis) from an on-site clean or renewable generating source, or renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F1/2. Additionally, Bostica will document that renewable energy credits or alternative energy credits representing the portion of the Licensee's energy usage not generated onsite have been purchased and retired on an annual basis.

Prior to final licensure, a Bostica Licensee will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103.

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

1. Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g., fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g., germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest).

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2. Horticulture Lighting Square Footage (HLSF) means an area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain plants at any point in time, at any stage of growth, including all of the space(s) within the boundaries, HLSF may be noncontiguous, but each unique area included in the total HLSF calculations will be separated by an identifiable boundary which includes, but is not limited to: interior walls, shelves, Greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If plants are being cultivated using a shelving system, the surface area of each level will be included in the total HLSF calculation.

3. Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, $(HLE / HLSF = HLPD)$ expressed as number of watts per square foot.

Diversity Plan

I. Intent

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

II. Purpose

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

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

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

III. Proposed Initiatives, Goals and Metrics

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

Proposed Initiative: As part of its hiring plan, Bostica will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, 10% veterans, people with 5% disabilities, and 10% LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. Hiring opportunities will be posted as needed to fulfill the company’s hiring needs. To achieve this goal, Bostica will:

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

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

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

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

GOAL 2: Ensure that at least 25% participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

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

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

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identify as one of the Plan Populations throughout its supply chain and services. Bostica will assess these percentages annually and will be able to demonstrate and document to the Commission the progress or success will be documented one year from provisional licensure.

IV. Conclusion

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