



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC281357  
Original Issued Date: 10/11/2020  
Issued Date: 10/11/2020  
Expiration Date: 10/11/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Cultivation Experts LLC

Phone Number: 702-523-2159 Email Address: management@cultexp.com

Business Address 1: 61 Fremont Street

Business Address 2:

Business City: Worcester

Business State: MA

Business Zip Code: 01603

Mailing Address 1: 61 Fremont Street

Mailing Address 2:

Mailing City: Worcester

Mailing State: MA

Mailing Zip Code: 01603

### 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: 25

Percentage Of Control: 25

Role: Manager

Other Role:

First Name: Gabriel

Last Name: Medine

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: Percentage Of Control: 26

Role: Manager Other Role:

First Name: Stephen Last Name: Farr 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 3

Percentage Of Ownership: Percentage Of Control: 25

Role: Owner / Partner Other Role:

First Name: Liuying Last Name: Farr Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 51

Entity Legal Name: Jakob & Justin LLC Entity DBA: DBA  
City:

Entity Description: Holdings for Stephen and Luiying Farr

Foreign Subsidiary Narrative:

Entity Phone: 702-523-2159 Entity Email: swfarr@hotmail.com Entity Website:

Entity Address 1: 61 Fremont St Entity Address 2:

Entity City: Worcester Entity State: MA Entity Zip Code: 01603

Entity Mailing Address 1: 61 Fremont St Entity Mailing Address 2:

Entity Mailing City: Worcester Entity Mailing State: MA Entity Mailing Zip Code: 01603

Relationship Description: Real Estate Holdings for Stephen and Luiying Farr - owns 51% of Cultivation Experts, LLC but control is granted to Stephen and Lui Ying Farr.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Gabriel Last Name: Medine Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$9000 Percentage of Initial Capital: 2

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Jakob & Justin, LLC Entity DBA:

Email: swfarr@live.com Phone: 702-523-2159

Address 1: 61 Fremont St Address 2:

City: Worcester State: MA Zip Code: 01605

Types of Capital: Debt Other Type of Capital: Total Value of Capital Provided: \$190000 Percentage of Initial Capital: 98

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: 61 Fremont Street

Establishment Address 2:

Establishment City: Worcester Establishment Zip Code: 01603

Approximate square footage of the Establishment: 6000 How many abutters does this property have?: 24

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

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category                          | Document Name   | Type | ID                       | Upload Date |
|--|---|------|--------------------------|-------------|
| Certification of Host Community Agreement  | HCA - Certification Form - Fully Executed 4816-6806-7493 v1.pdf | pdf  | 5e2a0c62fe55e40432f6cb6d | 01/23/2020  |
| Community Outreach Meeting Documentation   | 690b9776-70d0-4077-9021-946f0dc3fae4.pdf                        | pdf  | 5f0b7eff54fcae70383a7507 | 07/12/2020  |
| Plan to Remain Compliant with Local Zoning | Plan to Remain Compliant with Local Zoning.pdf                  | pdf  | 5f35dd81b18f5e08358c5901 | 08/13/2020  |

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.: \$

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category        | Document Name                | Type | ID                       | Upload Date |
|--------------------------|------------------------------|------|--------------------------|-------------|
| Plan for Positive Impact | Plan for Positive Impact.pdf | pdf  | 5f35dc1e4fa1b607d3b5f4e1 | 08/13/2020  |

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

**Role:** Owner / Partner **Other Role:**

**First Name:** Gabriel **Last Name:** Medine **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

### Individual Background Information 2

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

**First Name:** Stephen **Last Name:** Farr **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

### Individual Background Information 3

**Role:** Owner / Partner **Other Role:**

**First Name:** Liuying **Last Name:** Farr **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

## ENTITY BACKGROUND CHECK INFORMATION

### Entity Background Check Information 1

**Role:** Investor/Contributor **Other Role:**

**Entity Legal Name:** JAKOB & JUSTIN LLC **Entity DBA:**

**Entity Description:** Investment company for Stephen and Liuying Farr

**Phone:** 702-523-2159 **Email:** swfarr@live.com

**Primary Business Address 1:** 61 Fremont St **Primary Business Address 2:**

**Primary Business City:** Worcester **Primary Business State:** MA **Principal Business Zip Code:** 01603

**Additional Information:**

## MASSACHUSETTS BUSINESS REGISTRATION

### Required Business Documentation:

| Document Category  | Document Name                   | Type | ID                       | Upload Date |
|--|---------------------------------|------|--------------------------|-------------|
| Department of Revenue - Certificate of Good standing     | CULEXP_CertGoodStanding_DOR.pdf | pdf  | 5e2a4e217225f004696553ac | 01/23/2020  |
| Secretary of Commonwealth - Certificate of Good Standing | Certificate.pdf                 | pdf  | 5f0d96b0cb97e3700c5334ed | 07/14/2020  |
| Bylaws   | Operating Agreement.pdf         | pdf  | 5f0da8df9adff6745ddd3da5 | 07/14/2020  |
| Department of Revenue - Certificate of Good standing     | Unemployment Attestation.pdf    | pdf  | 5f0edd987b30b674269a6dc8 | 07/15/2020  |
| Articles of Organization                                 | CE_COO.pdf                      | pdf  | 5f35dd075330a107b966b4c3 | 08/13/2020  |

No documents uploaded

**Massachusetts Business Identification Number:** 001315403

**Doing-Business-As Name:**

**DBA Registration City:**

## BUSINESS PLAN

Business Plan Documentation:

| Document Category            | Document Name                               | Type | ID                       | Upload Date |
|------------------------------|---|------|--------------------------|-------------|
| Business Plan                | CE - Business Plan.pdf                      | pdf  | 5e2a4e6981ae16046bec553f | 01/23/2020  |
| Plan for Liability Insurance | Plans for obtaining Liability Insurance.pdf | pdf  | 5f10f7dd1f0df7704a5df825 | 07/16/2020  |
| Proposed Timeline            | Proposed Timeline.pdf                       | pdf  | 5f10f7decfe2dd743cd66a75 | 07/16/2020  |

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category                              | Document Name                              | Type | ID                       | Upload Date |
|--|--|------|--------------------------|-------------|
| Dispensing procedures                          | Dispensing Procedures.pdf                  | pdf  | 5e2a55f11c3b1d04a32aead5 | 01/23/2020  |
| Inventory procedures                           | Inventory Policies.pdf                     | pdf  | 5e2a55f361c9e9045a78ed2b | 01/23/2020  |
| Maintaining of financial records               | Maintenance of Financial Records.pdf       | pdf  | 5e2a55f502a6e7045352914a | 01/23/2020  |
| Personnel policies including background checks | Personnel Policies.pdf                     | pdf  | 5e2a561869dc9d0456db529b | 01/23/2020  |
| Quality control and testing                    | Quality Control and Testing Procedures.pdf | pdf  | 5e2a561b813339048c3f8fb2 | 01/23/2020  |
| Record Keeping procedures                      | Record Keeping Procedures.pdf              | pdf  | 5e2a561d4dd5bb0494102c32 | 01/23/2020  |
| Security plan                                  | Security Procedures.pdf                    | pdf  | 5f0ee507a3272a742d1c184f | 07/15/2020  |
| Storage of marijuana                           | Storage of Marijuana.pdf                   | pdf  | 5f0ee5e062a1117473fb645d | 07/15/2020  |
| Transportation of marijuana                    | Transportation Policies.pdf                | pdf  | 5f0ee71173630b702d45bccf | 07/15/2020  |
| Restricting Access to age 21 and older         | Prevention of Diversion to Minors.pdf      | pdf  | 5f0ee7cb7b30b674269a6dd5 | 07/15/2020  |
| Prevention of diversion                        | Prevention of Diversion.pdf                | pdf  | 5f0ee7f5a3272a742d1c1854 | 07/15/2020  |
| Qualifications and training                    | Training Policies.pdf                      | pdf  | 5f0ee9049adff6745ddd423f | 07/15/2020  |
| Policies and Procedures for cultivating.       | Cultivation Policies.pdf                   | pdf  | 5f0eee0ac124977059ce5ddd | 07/15/2020  |
| Diversity plan                                 | Diversity Plan.pdf                         | pdf  | 5f35ddcd971c7c07c043424a | 08/13/2020  |

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

|                         |                       |
|-------------------------|-----------------------|
| Monday From: 7:00 AM    | Monday To: 7:00 PM    |
| Tuesday From: 7:00 AM   | Tuesday To: 7:00 PM   |
| Wednesday From: 7:00 AM | Wednesday To: 7:00 PM |
| Thursday From: 7:00 AM  | Thursday To: 7:00 PM  |
| Friday From: 7:00 AM    | Friday To: 7:00 PM    |
| Saturday From: 7:00 AM  | Saturday To: 7:00 PM  |
| Sunday From: Closed     | Sunday To: Closed     |

## 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, Gabriel Medina, (insert name) certify as an authorized representative of Cultivation Experts, LLC (insert name of applicant) that the applicant has executed a host community agreement with Worcester (insert name of host community) pursuant to G.L.c. 94G § 3(d) on September 9, 2019 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, Edward M. Augustus, JR., (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the city of Worcester (insert name of host community) to certify that the applicant and the city of Worcester (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on September 9, 2019 (insert date).



Signature of Contracting Authority or  
Authorized Representative of Host Community

Edward M. Augustus, JR.  
City manager

## 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, Gabriel Medine, (*insert name*) attest as an authorized representative of Cultivation Experts, 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 August 16th, 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 August 3rd, 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 August 1st, 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 August 3rd, 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*).



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.



## Gabriel Medine

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**From:** noreply@adperfect.com  
**Sent:** Thursday, August 1, 2019 8:36 AM  
**To:** Gabriel Medine  
**Subject:** Your Worcester Telegram and Gazette Self Serve ad has been approved!

Hello,

Your Worcester Telegram and Gazette Self Serve ad AP0040495 placed on Worcester Telegram and Gazette has been approved!

You can view this and all previous ads through your account at <http://www.telegram.com/legalnotice>.

For your reference, enclosed is a summary of the ad details:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment to be operated by Cultivation Experts, LLC.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment to be operated by Cultivation Experts, LLC is scheduled for August 16th at 5:00pm EST at The Hilton Garden Inn at 35 Major Taylor Blvd, Worcester, MA 01608 in Room Garden B. The proposed Marijuana Cultivator is anticipated to be located at 61 Fremont St, Worcester, MA 01603.

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

Cost: \$61.45  
Start Date: 2019-08-03  
End Date: 2019-08-03

Please call 508-793-9393 or email [myaccount@telegram.com](mailto:myaccount@telegram.com) if you have any questions.

We appreciate your patronage,

Telegram & Gazette.  
[www.telegram.com/classified](http://www.telegram.com/classified)

## Notice of Community Outreach Meeting

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## Plan to Remain Compliant with Local Zoning

To ensure compliance with local zoning, Cultivation Experts, LLC has been corresponding and meeting with City of Worcester officials since Mid 2018. In addition, Cultivation Experts has presented to the City's Planning Department and the Planning Board. Our location at 45 Fremont St falls within MG-2.0 zoning. Marijuana Cultivation is an approved use for MG-2.0 zoning with a Special Permit according to Section 15 of Article IV in the City of Worcester's Zoning Ordinance which governs the local licensing requirements for the adult use of marijuana. Cultivation Experts has already received the required local special permit before Worcester's Planning Board on March 11, 2020 in accordance with local ordinances and was recorded on the deed. Cultivation Experts will continue its consistent outreach to and communication with City officials to ensure we remain compliant with all local zoning and licensing requirements.

## Cultivation Experts' Plan for Positive Impact

The Cannabis Control Commission ("Commission") has identified certain areas of Worcester, MA as areas of disproportionate impact. Located near these communities<sup>1</sup>, Cultivation Experts, LLC will focus its positive impact goals around access, inclusivity, and opportunity to the surrounding multicultural community. As a critical element of that focus, Cultivation Experts, LLC will also seek to educate, empower and engage residents of Worcester by encouraging volunteering, and by creating a scholarship program for Worcester residents within areas of disproportionate impact. Cultivation Experts is dedicated to going above and beyond to help our local community.

### Positive Impact Goal

Cultivation Experts, LLC is delighted to work with the Cannabis Control Commission to build social equity in this space as a response to the many injustices that have disproportionately targeted challenged socioeconomic areas. We believe this is an important responsibility of all cannabis enterprises and look forward implementing our Positive Impact Plan in the Worcester Area. The goal of our Positive Impact Plan is a scholarships for Botanical, Business Management, or other classes related to the Cannabis Industry Program of \$15,000 per year .

### Positive Impact Program

Our scholarship program for botanical, cannabis business management or other classes related to the cannabis industry program will encourage the education in these sectors for applicants within the areas of Worcester defined as disproportionately impacted. Cultivation Experts **will dedicate \$15,000 per year** following our first year in production for scholarships. Scholarship applicants must be able to identify that they are located in the Worcester area and reside in an area that is disproportionately impacted or the individual is identified as a member of the social empowerment program as defined by the Commission and identify either classes related to botany, business management, or other classes related to the cannabis industry in the application form. Scholarships will not exceed \$1,000 per year per student. Priority for scholarships will be given to those in the social empowerment program. Programs we plan on supporting include but are not limited to:

- Boston University who is offering an undergraduate course in the spring of 2020, for students to research and recommend policy that would make the adult-use marijuana business in the state more socio-economically equitable.
- Clark University in Worcester, starting a graduate certificate in regulatory affairs for cannabis control.
- Mount Wachusett Community College, also now offers an online career-training program
- Holyoke Community College, Cannabis Education Center
- The American International College in Springfield, Massachusetts, a certificate program in legal cannabis starting in spring 2020
- Cannabis Training University

### Community Impact Measurements

The company will produce an annual community engagement report to outline the progress of our efforts. This will be made available on our website, and can be requested in printed format by any of our community partners. The hiring manager will be responsible for the tracking management and reporting of all relative qualitative and quantitative data. The information will be released within 45 days of the company's fiscal year end and will be provided to the Commission upon request or as part of Cultivation Expert's annual license renewal process. Cultivation Experts, LLC will identify the total dollar amount provided in scholarships to scholarship applicants and the number of applicants who received scholarships for each level of education and the resident zip codes of all scholarship applicants.

Cultivation Experts, LLC acknowledges, is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Finally, none of the actions taken or programs instituted by Cultivation Experts, LLC will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

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<sup>1</sup>Cultivation Experts, LLC's Fremont Street location is not located in one of these identified areas. It is located within Worcester census tract 7331.01, which is not a tract identified in the Commission guidance for identifying areas of disproportionate impact. See <https://mass-cannabis-control.com/wp-content/uploads/2018/04/FINAL-DRAFT-Areas-of-Disproportionate-Impact-1.pdf>.



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GABRIEL ADAM MEDINE  
CULTIVATION EXPERTS, LLC  
16 SHAMROCK ST  
WORCESTER MA 01605-3025

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

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

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau





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

William Francis Galvin  
Secretary of the  
Commonwealth

April 29, 2020

TO WHOM IT MAY CONCERN:

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

**CULTIVATION EXPERTS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 1, 2018**.

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

I also certify that the names of all managers listed in the most recent filing are:  
**STEPHEN FARR, GABRIEL MEDINE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **STEPHEN FARR, GABRIEL MEDINE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **STEPHEN FARR, GABRIEL MEDINE**



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

## **OPERATING AGREEMENT OF CULTIVATION EXPERTS, LLC**

This Operating Agreement (this “Agreement”) is entered into this 18 day of April, 2019 by and among the Members of Cultivation Experts, LLC (the “Company”) (each such individual who has at any time executed this Agreement as a member of the Company and who at any time in the future executes this Agreement as a member of the Company being individually referred to as a “Member” and collectively as the “Members”).

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act (the “Act”) by the filing on March 1, 2018 of a Certificate of Organization in the office of the Secretary of the Commonwealth of Massachusetts (the “Secretary of the Commonwealth”, as amended by that certain Certificate of Amendment filed on April 2, 2019; with the Secretary of the Commonwealth;

WHEREAS, the Company and the Members of the Company wish to enter into and execute this Operating Agreement to provide for the governance of the Company and to set forth in detail their respective rights and duties relating to the Company; and

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

### **ARTICLE I Organization and Powers**

1.01 Organization. The Company has been formed by the filing of its Certificate of Organization, as amended, with the Secretary of the Commonwealth of Massachusetts pursuant to the Act. The Certificate of Organization may be further restated or amended by the Members as provided in the Act.

1.02 Purposes and Powers. The principal business activity and purposes of the Company shall initially be to perform consultation services and conduct in any lawful business for which a limited liability company may be organized under the Act; and to pursue such other business and investment opportunities as the Members shall determine may be beneficial for the Company. The business and purposes of the Company shall not be limited to its initial principal business activity and, unless the Members otherwise determine, it shall have authority to engage in any other lawful business, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

1.03 Principal Place of Business. The principal office and place of business of the Company is 61 Fremont Street, Worcester, Massachusetts 01603. The Members may change the principal office or place of business of the Company at any time and may cause the Company to establish other offices or places of business.

1.04 Fiscal Year. The fiscal year of the Company shall end on December 31<sup>st</sup> in each year.

1.05 Resident Agent. The Company's agent for service of process shall be Gabriel Medine, 16 Shamrock Street, Apt. 2, Worcester, Massachusetts 01605 or such other agent as the Members may designate from time to time.

## **ARTICLE II**

### **Management by Managers**

2.01 Management by Managers. The Company shall be Manager-managed. The Manager or Managers need not be a Member. The number of Managers is initially fixed at three (3) and the persons identified as the Managers on Schedule A, attached hereto and made a part hereof, are currently serving as the Managers. Except as otherwise provided herein, the Managers, individually and collectively, shall be solely responsible for the management of the Company's day-to-day operations. The Managers, and each of them acting singly, shall possess all rights and powers generally conferred by the Act and all rights and powers that are necessary, advisable, or consistent in connection therewith and with the provisions of the Agreement. The Managers, individually and collectively, shall also be vested with all specific rights and powers required for or appropriate to the management, conduct, or operation of the business of the Company.

2.02 Term; Election. Each Manager shall serve as such until resignation, death or a judicial adjudication of incompetency, or until the Members by affirmative vote of the holders of at least a Percentage Interest (defined below) equal to at least Fifty One percent of the outstanding Units (a "Fifty One Percent Interest") elect a new Manager. Any additional person may be designated as a Manager by a Fifty One Percent Interest.

2.03 Resignation and Removal. A Manager may resign at any time upon written notice to the Company. Such resignation is effective upon receipt unless it is specified effective at some other time or upon happening of some other event. A Manager's status as a manager may be terminated at any time upon approval of a Fifty One Percent Interest.

2.04 Manager Functions and Powers. Except for matters as to which the approval of the Members is expressly required by this Agreement or by the Act, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

2.05 Officers.

(a) Designation and Appointment. The Managers may, from time to time, employ and retain individuals as may be necessary or appropriate for the conduct of the Company's business (subject to the supervision and control of the Managers), including employees, agents and other individuals (any of whom may be a Member) who may be designated as officers of the Company, with titles including but not limited to a President, Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, one or more Vice Presidents, Treasurer, Assistant Treasurer, Secretary, and Assistant Secretary. Officers need not

be residents of the Commonwealth of Massachusetts or Members. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. Each officer shall hold office until his successor shall be duly designated and shall have qualified as an officer or until his death or until he shall resign or shall have been removed or terminated. The officers are initially fixed as the persons and offices identified on Schedule A.

(b) Resignation and Removal. An officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by a Manager. The acceptance by a Manager of a resignation of any officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any officer may be terminated or removed at any time by a Manager unless otherwise provided in any written contract of employment between the Company and that officer. Designation of any individual as an officer by a Manager shall not in and of itself vest in such individual any contractual or employment rights with respect to the Company.

(c) Duties of Officers Generally. The officers, in the performance of their duties as such, shall (i) owe to the Company and the Members duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the Commonwealth of Massachusetts and (ii) keep the Managers reasonably apprised of material developments in the business of the Company.

2.06 Managers and Members Have No Exclusive Duty to Company. Unless otherwise agreed in writing, the Managers shall not be required to manage the Company as a sole and exclusive function and the Managers and Members may have other business interests and may engage in other activities in addition to those relating to the Company. The Managers and Members shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

2.07 Transactions with Interested Persons. No contract or transaction between the Company and one or more of its Members, officers, or Managers, or between the Company and any other corporation, partnership, association or other organization in which one or more of said persons have a financial interest or are directors, partners, managers or officers, shall be voidable solely for this reason or solely because said person was present or participated in the authorization of such contract or transaction, unless (i) the contract or transaction was entered into in bad faith; or (ii) the material facts as to the relationship or interest of said person and as to the contract or transaction were not disclosed or known to the disinterested Members. No Member, Manager, or officer interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company or any Member for any loss or expense incurred by reason of such disclosed and approved contract or transaction, or shall be accountable for any gain or profit realized therefrom.

2.08 Reliance by Third Parties. Any person dealing with the Company, or with any Manager or any officer on behalf of the Company, may rely on a certificate signed by one of the Managers as to any factual matters relating to the Company, including the identity of the officers

or directors, the persons who are authorized to act on behalf of the Company, and any action taken by the Members and/or the Managers.

2.09 Major Decisions. Notwithstanding anything to the contrary contained in this Article II, all of the following actions (each a “Major Decision” or collectively, “Major Decisions”) require the approval of a majority of the Managers and the affirmative vote by the Members representing a Fifty One Percent Interest:

- (i) setting compensation for the Managers and officers of the Company;
- (ii) selling, exchanging or transferring any of the assets of the Company;
- (iii) borrowing more than \$1,000.00 initially or cumulatively within 30 days, from any bank, lending institution, entity or individual, or disbursing payments of company funds. Instructions to the C.F.O regarding operational disbursements will be addressed as an in-house directive renewed as needed;
- (iv) granting a security interest in the Company’s personal property or a mortgage of the Company’s real property;
- (v) initiating any bankruptcy, insolvency, receivership, or any similar proceeding; or
- (vi) amendment of this Agreement (except as otherwise set forth in this Agreement with respect to amendments of Schedule A hereof).

### **ARTICLE III**

#### **Members**

3.01 Members. On the date of this Agreement, the membership interests in the Company are being restated in terms of “Units.” The Members of the Company, their respective numbers of Units and corresponding percentage interests in the Company (“Percentage Interests”) and their addresses are listed on Schedule A, and that schedule shall be amended from time to time by the Managers to reflect the withdrawal of Members or the admission of additional Members pursuant to this Agreement. The Percentage Interest of any Member or group of Members shall be a percentage equal to the number of Units held by such Member or group of Members divided by the aggregate number of Units held by all Members. The Members shall constitute a single class or group of Members of the Company for all purposes of the Act, unless otherwise explicitly provided herein. Schedule A, as it may be amended from time to time, shall constitute the record list of the Members for all purposes of this Agreement.

3.02 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the Company and acknowledges that (a) he has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) he is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that he has no right to withdraw and

have his interest repurchased by the Company, (c) he is acquiring an interest in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) he understands that the equity interests in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with and (e) if it is an entity, the execution, delivery and performance of this Agreement do not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, bylaws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

### 3.03 Meetings of Members.

(a) Meetings of Members may be called for any proper purpose at any time by a Fifty One Percent Interest. The Members calling the meeting shall determine the date, time and place of each meeting of Members, and written notice thereof shall be given by those Members to each Member not less than two days or more than ten (10) days prior to the date of the meeting. Notice shall be sent to Members of record on the date when the meeting is called. The business of each meeting of Members shall be limited to the purposes described in the notice. A written waiver of notice, executed before or after a meeting by a Member or its authorized attorney and delivered to the other Members shall be deemed equivalent to notice of the meeting. Notices by email are acceptable.

(b) A Fifty One Percent Interest shall constitute a quorum for the transaction of any business at a meeting of Members. Members may attend a meeting in person or by proxy. Members may also participate in a meeting by means of conference telephone or similar communications equipment that permits all Members present to hear each other. If less than a quorum of the Members is present, the meeting may be adjourned by the chairman to a later date, time and place, and the meeting may be held as adjourned without further notice. When an adjourned meeting is reconvened, any business may be transacted that might have been transacted at the original meeting.

3.04 Action Without a Meeting. There is no requirement that the Members hold a meeting in order to take action on any matter. Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Members who hold the Units required to approve the action being taken.

3.05 Voting Rights. Unless otherwise required by the Act, all actions, approvals and consents to be taken or given by the Members under the Act, this Agreement or otherwise shall require the affirmative vote or written consent of at least a Fifty One Percent Interest.

3.06 Limitation of Liability of Members. Except as otherwise provided in the Act, no Member of the Company shall be obligated personally for any debt, obligation or liability of the Company or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member shall have any fiduciary or other duty to another

Member with respect to the business and affairs of the Company, and no Member shall be liable to the Company or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Member shall have any responsibility to restore any negative balance in its Capital Account (as defined in Section 4.03) or to contribute to or in respect of the liabilities or obligations of the Company or return distributions made by the Company except as required by the Act or other applicable law. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members responsible for the liabilities of the Company.

3.07 No Right to Withdraw. Except with the consent of the other Members and in compliance with Article VI of this Agreement no Member shall have any right to resign or withdraw from the Company without the consent of the other Members or to receive any distribution or the repayment of his capital contribution except upon dissolution and liquidation of the Company, no Member shall have any right to have the fair value of his interest in the Company appraised and paid out upon the resignation or withdrawal of such Member or any other circumstances.

3.08 Representations and Warranties of the Members. Each of the Members, individually and not jointly, hereby represents, warrants and covenants to each other as follows: (i) such Member has full authority and power to enter into this Agreement and perform its obligations hereunder; (ii) this Agreement constitutes the valid and binding obligation of such Member enforceable against it in accordance with its terms, except: (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and (iii) the execution, delivery and performance, by such Member of this Agreement (a) does not and will not violate any laws, rules or regulations of Massachusetts or any state or other jurisdiction applicable to such Member, or require such Member to obtain any approval, consent or waiver of, or to make any filing with, any person that has not been obtained or made; and (b) does not and will not result in a conflict with any employment agreement, confidentiality agreement or non-competition agreement to which the Member is a party.

## **ARTICLE IV**

### **Capital Contributions; Capital Accounts; and Liability of Members**

4.01 Capital Contributions. The capital contributions made by each Member of the Company, whether in cash, property or services, are recorded on the books of the Company. Additional capital contributions may be made by any Member if approved by a Fifty One Percent Interest. Additional Units may be issued to such Member in respect of such additional capital contributions to the extent approved by a Fifty One Percent Interest. Upon any such issuance, the Managers shall amend Schedule A accordingly.

4.02 Additional Capital. Except as otherwise provided in this Article IV, no Member shall be obligated or permitted to contribute any additional capital to the Company. No Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of his interest in the Company, including without limitation as a result

of the withdrawal or resignation of such Member from the Company, except as specifically provided in this Agreement.

4.03 Capital Accounts. A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable regulations under the Code. To the extent consistent with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the Company, and such Member's share of the net profits of the Company, and there shall be charged against each Member's capital account the amount of all distributions to such Member, and such Member's share of the net losses of the Company.

## **ARTICLE V**

### **Share of Profits and Other Items**

5.01 Allocation of Profit and Loss. The net profits, net losses, net cash flow and net proceeds of any sale of any property of the Company or the net assets (after payment of all Company liabilities) shall be allocated among the Members according to their respective Percentage Interests. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Managers shall determine.

5.02 Mandatory Tax Distributions. On or before April 15 of each year, the Company shall distribute to each Member an amount in cash (a "Tax Distribution") equal to the amount by which such Member's Tax Liability (as defined below) exceeds the aggregate distributions made to such Member since the last date on which a Tax Distribution was made. For purposes of this Agreement, a "Member's Tax Liability" shall equal the product of: (i) the Tax Rate (as defined below) multiplied by (ii) such Member's distributive share of the Company's net taxable income, if any, for the period (as determined under Section 703(a) of the Code, but including separately items described in Code Section 702(a)); provided, however, that items of income, gain, loss and deduction attributable to the sale or exchange of all or substantially all of the assets of the Company shall be excluded from such calculation. For purposes of this Agreement, "Tax Rate" means, for any period, the highest marginal tax rate applicable to any Member.

5.03 Tax Accounting. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

## **ARTICLE VI**

### **Transfer of a Member's Interest**

6.01 Substitution and Assignment of Member's Interest.

(a) No Member may sell, transfer, assign, pledge, hypothecate or otherwise dispose of all or any part of his interest in the Company (whether voluntarily, involuntarily or by operation of law) without the approval of a Fifty One Percent Interest. The provisions of this



Section 6.01(a) shall not be applicable to any transfer of an interest in the Company pursuant to Sections 6.03 or 6.04.

(b) No assignment of the interest of a Member shall be made if, in the opinion of counsel to the Company, such assignment (i) may not be effected without registration under the Securities Act of 1933, as amended; (ii) would result in the violation of any applicable state securities laws; (iii) unless consented to by the Members, would result in termination of the Company under I.R.C. § 708; or (iv) unless consented to by the Members, would result in the treatment of the Company as an association taxable as a corporation or as a “publicly traded limited partnership” for tax purposes. The Company shall not be required to recognize any assignment until the instrument conveying such interest has been delivered to the Company for recordation on the books of the Company. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 6.01(c), he, she or it shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the net profits, net losses, cash distributions or returns of capital to which his, her or its assignor would otherwise be entitled.

(c) An assignee of the interest or any portion thereof of a Member shall become a substituted Member entitled to all the rights of a Member, if and only if the following occurs:

- (i) the assignor gives the assignee such rights;
- (ii) a Fifty One Percent Interest approves of such substitution;
- (iii) the assignee or the assignor pays to the Company all costs and expenses incurred in connection with such substitution, including, specifically and without limitation, costs incurred in reviewing and processing the assignment and amending this Agreement; and
- (iv) the assignee executes and delivers such instruments in form and substance satisfactory to the Company, as may be necessary or desirable to affect such substitution, and to confirm the agreement of the assignee to be bound by all of the terms and provisions of this Agreement.

The provisions of clause (ii) of this Section 6.01(c) shall not apply to any transfer of an interest in the Company pursuant to Sections 6.03 or 6.04.

(d) The Company and the Members shall be entitled to treat the record owner of any interest in the Company as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner, until such time as a written assignment of such interest has been received and accepted by the Members and recorded on the books of the Company. The Managers may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any interest in the Company or any portion thereof be sold, transferred or assigned to a minor or incompetent; and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the Company.

(e) If a majority Member representing twenty five percent or more, who is an individual dies, or if a court of competent jurisdiction adjudges him or her to be incompetent to manage his or her person or property, the Member's successor, executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights. If a Member is a corporation, trust or other entity that is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

6.02 Additional Members. Except as provided in Sections 6.01, 6.03 and 6.04, additional Members may be admitted to the Company only with the approval of a Fifty One Percent Interest, and any such approval shall specify the capital contribution being made by the additional Member, the Units being issued therefor, and any other rights and obligations of such additional Member. Such approval shall bind all Members.

The Units issued to any additional Members shall not, in the aggregate, exceed twenty-four (24) Units.

Without in any way limiting the foregoing, the interest of any third party admitted to the Company pursuant to this Section 6.02, in the net profits, net losses and distributions of cash or property of any nature, may have such priority or priorities in relationship to the interests therein of the Members, as a Fifty One Percent Interest may determine, provided that the relative priorities of the Members in the net profits, net losses and cash distributions of any nature of the Company shall not be altered as a result of the admission of any such new Member.

6.03 Call Option.

(a) Following the death of any minority interest Member representing less than twenty five percent, the Company shall have the option to cause the estate or legal representative of such deceased Member (the "Deceased Member") to sell the interest of the Deceased Member. Any such election shall be made by delivery of written notice thereof to the estate or legal representative of such Deceased Member and all other Members within 120 days following the date of death of the Deceased Member (the "Termination Date"). The purchase price for such interest shall be determined in accordance with this Section 6.03. If the Company fails to make an election before the Termination Date, the option shall expire.

(b) If the Company elects to purchase the interest of the Deceased Member, such purchase shall be made on the following terms. The purchase price for the interest shall equal (x) the Percentage Interest of the Deceased Member multiplied by (y) the Appraised Value as of the date of death of the Deceased Member, as hereinafter defined. The Appraised Value shall equal the fair market value of the assets of the Company, determined by an appraiser who is mutually acceptable to the estate or its legal representative, and to the remaining Members less any liabilities of the Company as of the date of death of the Deceased Member. Such appraiser shall estimate the fairest price (in terms of money) that could be obtained if the Company's assets were offered for sale in the open market (less a deduction for reasonable selling expenses), allowing a reasonable time to find a purchaser who buys with knowledge of the uses to which such Company assets in their then current condition are adapted, and for which use such assets are capable of being put at the time of the appraisal. The appraiser shall also take into consideration whether or not any debt to which the assets are subject is prepayable or callable.

(c) The Company may maintain life insurance policies on the lives of one or all of the Members in such amounts as the Members may determine from time to time. The purchase price for the interest of the Deceased Member shall be paid first by the proceeds of the life insurance policy maintained by the Company on the life of the Deceased Member, if any, and to the extent the proceeds from such life insurance policy may not fully redeem the Deceased Member's interest, the remainder of the purchase price shall be paid in cash, by delivery of a promissory note of the purchaser or some combination thereof, as the Company may determine. Any such promissory note shall be unsecured, and shall provide for payment of equal annual installments over a term not to exceed five years, and shall bear interest at the then applicable Wall Street Journal prime rate of interest for a note with the maturity date of such promissory note. Such promissory note shall be prepayable at any time without premium or penalty.

(d) The closing of a purchase pursuant to this Section 6.03 shall be held at the principal office of the Company within 120 days after the Company elects to purchase the interest of the Deceased Member on a date that shall be mutually acceptable to the buyer and the seller, or as soon as practicable thereafter. The estate or legal representative of the Deceased Member shall transfer to the Company (or its designee) the entire interest of the Deceased Member in the Company, free and clear of all liens, security interests and competing claims, and shall deliver to the Company or its designee such instruments of assignment, transfer, release, and evidence of due authorization, execution and delivery, and absence of any liens, security interests or competing claims, as the Company shall reasonably request. Each Member shall execute and deliver at such closing such other instruments as shall be necessary, appropriate or convenient to effectuate such transfer.

(e) If the Company does not elect to exercise the Call Option set forth herein, or having accepted such offer, fails to liquidate the Deceased Member's interest pursuant to the terms hereof, then the Call Option shall be deemed transferred to each other member ("Other Member"). Each Other Member shall have the right to purchase the Deceased Member's interest for the same price as afforded the Company under this Section 6.03 and in the same manner and on the same terms as afforded Other Members' purchases under Section 6.04 below.

#### 6.04 Offers by a Member.

(a) Right of First Refusal of the Members. Any Member who desires to transfer other than as a result of insolvency or bankruptcy, the foreclosure of any pledge or hypothecation, any other involuntary transfer or assignment or death, or otherwise by process of law the whole or any portion of his Units (the "Selling Member"), shall be under an obligation, before selling or otherwise transferring such Units (the "Offered Units"), to offer such Units in writing to the other Members at the Fair Value Price (as defined below). Each other Member shall have the right at any time within thirty (30) days after the receipt by him of any such offer, to elect to accept such offer by being the first Member to so notify the Selling Member in writing (the "Purchasing Member"). Upon such acceptance, it shall be the obligation of the Selling Member to make every reasonable effort to reach an agreement with the Purchasing Member as to the fair value of the Offered Units.

(b) Right of Refusal of the Company. If, after the expiration of the 30 Day Period, the other Member(s) do not elect to accept the offer of the Selling Member, then the Selling Member shall be under an obligation, before selling or otherwise transferring the Offered Units, to offer the Offered Units in writing to the Company for liquidation by it at the lesser of (i) the cash price offered by a bona fide offeror (the "Cash Price") or (ii) the then fair value of the Offered Units (together with the Cash Price, the "Fair Value Price"), and in such offer (and as an essential part thereof) to state the name and address of the proposed transferee and the price or consideration, if any, to be paid by such transferee, and to deliver to the Company together with such offer, to be held and dealt with by it subject to the provisions of this Article VI (i) the certificate or certificates, if any, representing the Offered Units and (ii) an assignment, duly executed in blank by the Selling Member, duly transferring such Units. The Company may, at any time within thirty (30) days (the "30 Day Period") after the receipt by it of any such offer, elect by approval of a Fifty One Percent Interest to accept such offer by so notifying the Selling Member in writing. Upon the Company's election to accept any offer or exercise any option under these provisions, it shall be the obligation of the Selling Member to make every reasonable effort to reach an agreement with the Company as to the fair value of the Offered Units.

(c) Determination of Fair Value. If the Company or the Purchasing Member and the Selling Member are unable within a period of thirty (30) days from the date of the acceptance of an offer by the Company or the Purchasing Member under Section 6.04(a) or 6.04(b) hereof to agree upon the fair value of the Offered Units at the time of the offer, such fair value shall be determined by appraisal by an appraiser who is acceptable to the Selling Member and a Fifty One Percent Interest of the other Member(s). In the event that such appraisal shall not have been initiated within a period of two months from the date of the acceptance of such offer by the Company, such offer shall be deemed to have been withdrawn. Either the Company or the Purchasing Member or the Selling Member may initiate the proceedings for such appraisal by written notice to the other. The selected appraiser shall determine the Appraised Value (as defined in Section 6.03(b) above.) The appraiser shall also determine the apportionment of the costs of such appraisal between the Selling Member and the Company or the Purchasing Member and shall notify in writing both the Selling Member and the Company or the Purchasing Member of its determinations. Any determination by the appraiser shall be final.

(d) Settlement. On or before the 60th day (hereinafter called the "Settlement Date") after the fair value of the Offered Units shall have been determined by agreement or by appraisal as herein provided, the Company or the Purchasing Member shall pay the purchase price for the Offered Units in cash or by certified check. Any Selling Member whose entire interest in the Company is liquidated by the Company or purchased by the Purchasing Member under the provisions of this Article VI shall cease to be a Member on the Settlement Date.

(e) Classification of Payments Under Section 6.03(c). It is the intention of the Selling Member and the Company that all payments made by the Company on account of the offered Units in accordance with this Article VI shall constitute payments in liquidation of such interest within the meaning of Section 736 of the Internal Revenue Code (the "Code"). It is the further intention of the Selling Member and the Company that such payments shall be solely in exchange for the interest of the Selling Member in the property of the Company, including the goodwill of the Company, under Section 736(b)(1) of the Code, except that amounts, if any,

attributable to unrealized receivables (as defined in Section 751(c) of the Code) of the Company as of the Settlement Date shall be deemed to be made under Section 736(a)(1) of the Code.

(f) Failure of Company to Liquidate Interest. If the Company or the other Members fail to accept the offer of the Selling Member, or if the Company or the Purchasing Member has accepted such offer yet fails to liquidate the Offered Units pursuant to the terms hereof, the Company shall forthwith return to such Selling Member the certificate or certificates, if any, representing the Selling Member's interest and the assignment delivered to the Company by such Selling Member together with such offer. Such Selling Member may, prior to the expiration of 120 days from the receipt of such documents from the Company, sell or otherwise transfer the same to the transferee (and only that transferee) named in the offer, but such Selling Member may not do so after the expiration of said 120 days without again offering the Offered Units to the Company for liquidation by it as provided hereunder. Such return of any certificate or certificates and assignment to such Selling Member after such acceptance shall not deprive such Selling Member of any right which he may have to damages, specific performance or any other remedy for such failure to purchase, at law or in equity. Notwithstanding the foregoing, no transferee may become a Member other than with the approval of a Fifty One Percent Interest.

(g) Failure of Selling Member to Comply. In case any Selling Member fails, neglects or refuses, in default of these provisions, to offer and to transfer any Offered Units to the Company or the Purchasing Member or to transmit or to deliver to the Company any certificate or certificates representing said Offered Units and the assignment duly executed by such Selling Member transferring in blank the Offered Units, then so long as such default continues or until the Offered Units are transferred to the Company and retransferred by it, said Offered Units interest shall not have any voting power or be entitled to any distributions hereunder. No transfer or other disposition of any Units of the Company in violation of the provisions of this Section shall be valid or entitle any Selling Member or any transferee of a Selling Member to have any Units transferred upon the books of the Company.

## **ARTICLE VII**

### **Priorities**

No Member shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

## **ARTICLE VIII**

### **Continuation of the Company**

The Company shall terminate upon the first to occur of the events of termination described in Article 43(4) of the Act. The Members may continue the business of the Company upon the occurrence of any event which constitutes an event of dissolution of a Company under the Act by electing to do so within 90 days after the occurrence of any of such event. Any such election shall be made by the affirmative vote of a Fifty One Percent Interest.

## **ARTICLE IX**

### **Liquidation**

9.01 Priority of Liquidation Proceeds. Upon the dissolution and/or termination of the Company, the Members shall proceed with the liquidation of the Company and the sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order or priority:

(a) to the payment of the debts and liabilities of the Company, including any loans or advances that may have been made by the Members to the Company and expenses of liquidation;

(b) to the setting up of any reserves which the Members may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company; and

(c) the balance to the Members in proportion to their respective numbers of Units set forth on Schedule A, as amended from time to time.

9.02 Certificate of Cancellation. When all of the acts provided for in Section 7.01 have been accomplished, the Members shall cause to be filed a Certificate of Cancellation and other certificates required in the Commonwealth of Massachusetts and in any other state that may be required by applicable law.

## **ARTICLE X**

### **Books and Records; Bank Accounts**

10.01 Books of Account. The Managers shall cause the Company to keep just and true books of account with respect to the operations of the Company. Such books shall be maintained at the principal place of business of the Company, or at such other place as the Managers shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books. Within 120 days after the end of each fiscal year of the Company, the Company shall furnish each Member with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his own expense, cause an audit or review of the Company's books to be made by a certified public accountant of his own selection.

10.02 Method of Accounting. Such books shall be kept on the cash method of accounting, or on such other method of accounting as the Managers may from time to time determine, and shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both Company accounting and tax purposes. The fiscal year of the Company shall be the calendar year.

10.03 Banking. The Managers shall cause the Company to maintain one or more accounts in a bank (or banks), if possible, which is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Company in connection with the business of the Company, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the Company, and shall be received, held and

disbursed for the purposes specified in this Agreement. Authorization for disbursements on these operating accounts must be approved by a Fifty One Percent Interest.

(a) Stephen Farr will open a secondary bank account, referred to as the Funding Account. Deposits into this account are intended for expenses related to building space build-out and cultivation equipment purchases, in the event that a license from the Massachusetts Cannabis Control Commission, is granted to Cultivation Experts, LLC. This account will operate under the sole control and discretion of Stephen Farr or his successors and will not be subject to any limitations herein. Any transfers from the funding account into the company operating account, will be recorded as a loan to the company. Repayment of any such loans will be prioritized but repayment will not interfere with the day-to-day operations of the company.

10.04 Tax Representative. For purposes of this Section 10.04, unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015, as such provisions may subsequently be modified.

(a) [Stephen Farr] shall be the Company's designated "partnership representative" within the meaning of Code Section 6223 (the "Tax Representative") with authority to act on behalf of the Company for purposes of Subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. The Tax Representative shall take only such actions that are approved by a Fifty One Percent Interest.

(b) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have Subchapter C of Chapter 63 of the Code not apply to any federal income tax audits and other proceedings, the Managers shall cause the Company to make such election.

(c) If any "partnership adjustment" (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Representative shall promptly notify the Members upon the receipt of a notice of final partnership adjustment, and shall take such actions as directed by a Fifty One Percent Interest in writing within ten (10) business days after the receipt of such notice, including whether to file a petition in Tax Court, cause the Company to pay the amount of any such adjustment under Code Section 6225, or make the election under Code Section 6226.

(d) If any "partnership adjustment" (as defined in Code Section 6241(2)) is finally determined with respect to the Company, and the Tax Representative has not caused the Company to make the election under Code Section 6226, then (i) the Members shall take such actions requested by the Tax Representative, including filing amended tax returns and paying any tax due in accordance with Code Section 6225(c)(2) and (ii) any "imputed underpayment" (as determined in accordance with Code Section 6225) or partnership adjustment that does not give rise to an imputed underpayment shall be apportioned among the Members of the Company for the reviewed year in such manner as may be necessary (as determined by the Tax Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members in proportion to their Percentage Interests in the Company for the reviewed year.

(e) If the Tax Representative determines, prior to receiving a notice of administrative proceeding for any Company taxable year pursuant to Code Section 6231, that one or more items of income, gain, loss, deduction, or credit of the Company and any Member's distributive share thereof have been improperly reported for any Company taxable year, then the Tax Representative shall cause the Company to make the administrative adjustment request provided for in Code Section 6227 consistent with the principles and limitations set forth in Section 10.04(d) and Section 10.04(e) above for partnership adjustments of the Company, and the Members shall take such actions reasonably requested by the Tax Representative in furtherance of such administrative adjustment request.

(f) The Tax Representative may resign at any time by notifying the Members and the Internal Revenue Service in writing of the resignation. The resignation notice shall include a designation of a successor Tax Representative for the Company's taxable year for which designation of the resigning Tax Representative was in effect.

(g) The Company may with approval of a Fifty One Percent Interest revoke the designation of the Tax Representative at any time by notifying the Tax Representative and the Internal Revenue Service in writing. The revocation notice shall include a designation of a successor Tax Representative for the Company's taxable year for which designation of the revoked Tax Representative was in effect, which designation shall be made with approval of a Fifty One Percent Interest.

## **ARTICLE XI**

### **Indemnity; Other Business**

11.01 Indemnification. Each Manager, each Member, the officers, directors and shareholders of any Member which is a corporation, and the officers, managers and members of any Member which is a limited liability company, shall be entitled to indemnity from the Company for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

11.02 Outside Interests. The Managers, the Members and any affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others. Neither the Company nor any other Member shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

## **ARTICLE XII**

### **Miscellaneous**

12.01 Binding on Successors. Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the Members, their respective successors, successors-in-title, heirs and permitted assigns; and each and every successor-in-interest to any Member, whether such successor acquires such interest by



way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the Company other than a Member who is such a creditor of the Company.

12.02 Amendment. No change, modification, or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be approved by a Fifty One Percent Interest. Notwithstanding the foregoing, the Managers shall amend Schedule A to reflect issuances, transfers, and redemptions, provided that the requisite approval of the Members has been obtained under Section 4.01 with respect to the issuance of additional Units to any existing Member upon an increase in such Member's Capital Contribution and under Article VI with respect to the admission of new Members or the transfer of a Member's Units; and any such amendment of Schedule A shall not require any other approval.

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

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

12.05 Notices. Any and all notices under this Agreement shall be effective (i) on the 2nd business day after being sent by email with receipt requested. All such notices in order to be effective shall be addressed, if to the Company at its registered email under the Act, if to a Member at the last email address of record on the Company books, and copies of such notices shall also be sent to the last email address for the recipient which is known to the sender, if different from the email address so specified.

12.06 Word Meanings. Words such as "herein", "hereinafter", "hereof", and "hereunder" refer to this Agreement as a whole and not merely a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

12.07 Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[Remainder of Page Intentionally Left Blank]

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

**MEMBERS:**

**JAKOB & JUSTIN LLC**



---

By: Stephen Farr  
Its: Managing Member

  
Gabriel Medine (Apr 18, 2019)

---

Gabriel Medine

**MANAGERS:**



---

Stephen Farr

  
Gabriel Medine (Apr 18, 2019)

---

Gabriel Medine

**OFFICERS:**



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Stephen Farr, Chief Executive Officer

  
Gabriel Medine (Apr 18, 2019)

---

Gabriel Medine, Chief Operations Officer

  
Liuying Farr (Apr 18, 2019)

---

Liuying Farr, Acting Chief Financial Officer

SCHEDULE A  
TO  
OPERATING AGREEMENT  
OF  
CULTIVATION EXPERTS, LLC

as of April 18, 2019

**MEMBERS**

| <u>NAMES AND ADDRESSES OF<br/>MEMBERS</u>                        | <u>NUMBER OF<br/>UNITS</u> | <u>PERCENTAGE<br/>INTEREST</u> |
|--|----------------------------|--------------------------------|
| Gabriel Medine<br>16 Shamrock St., Apt. 2<br>Worcester, MA 01605 | 25                         | 33%                            |
| Jakob & Justin LLC<br>61 Fremont St.<br>Worcester, MA 01603      | 51                         | 67%                            |

**MANAGERS**

Gabriel Medine  
16 Shamrock St., Apt. 2  
Worcester, MA 01605

Stephen Farr  
31 Ewell Avenue  
Lexington, MA 02421

**OFFICERS**

Name and Address:

Office:

Stephen Farr  
31 Ewell Avenue  
Lexington, MA 02421

Chief Executive Officer

Gabriel Medine  
16 Shamrock St., Apt. 2  
Worcester, MA 01605

Chief Operations Officer

Liuying Farr  
31 Ewell Avenue  
Lexington, MA 02421

Acting Chief Financial  
Officer

## CULTIVATION EXPERTS, LLC

### ACTION BY WRITTEN CONSENT OF MEMBERS AND MANAGERS

The undersigned, being all of the Members and Managers of Cultivation Experts, LLC (the “Company”), in conformity with the laws of the Commonwealth of Massachusetts, hereby consent to and adopt the following resolutions for all purposes as the resolutions of the Members and Managers of the Company without a meeting, effective as of the date set forth below:

RESOLVED: To accept the resignations of John Maywalt and Hayden Curboy as members of the Company effective as of February 1, 2019, pursuant to the Withdrawal from Partnership document signed by each of them and filed with the records of the Company;

RESOLVED: To ratify and confirm the actions by the remaining Members to continue the Company; and

RESOLVED: That the Operating Agreement in the form attached to this Written Consent as Exhibit A is hereby approved and adopted as the Operating Agreement of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of April 18, 2019.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**MEMBERS:**

**JAKOB & JUSTIN LLC**



---

By: Stephen Farr

Its: Managing Member



[Gabriel Medine \(Apr 18, 2019\)](#)

---

Gabriel Medine

**MANAGERS:**



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Stephen Farr



[Gabriel Medine \(Apr 18, 2019\)](#)

---

Gabriel Medine











# Operating Agreement and Consent 041819 - Fixed

Final Audit Report

2019-04-18

|                 |  |
|-----------------|--|
| Created:        | 2019-04-18                                   |
| By:             | Gabriel Medine (gabe@gabe.me)                |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAjqvQFYNenHd9l1fcc_WUBn76OO2__37D |

## "Operating Agreement and Consent 041819 - Fixed" History

-  Document created by Gabriel Medine (gabe@gabe.me)  
2019-04-18 - 6:53:21 PM GMT- IP address: 70.32.0.129
-  Document emailed to Stephen Farr (swfarr@live.com) for signature  
2019-04-18 - 7:00:54 PM GMT
-  Document emailed to Gabriel Medine (gabe@cultexp.com) for signature  
2019-04-18 - 7:00:54 PM GMT
-  Document emailed to Liuying Farr (liuyingfarr@hotmail.com) for signature  
2019-04-18 - 7:00:54 PM GMT
-  Document viewed by Stephen Farr (swfarr@live.com)  
2019-04-18 - 7:01:06 PM GMT- IP address: 73.253.185.210
-  Document viewed by Gabriel Medine (gabe@cultexp.com)  
2019-04-18 - 7:01:13 PM GMT- IP address: 70.32.0.129
-  Document e-signed by Gabriel Medine (gabe@cultexp.com)  
Signature Date: 2019-04-18 - 7:02:16 PM GMT - Time Source: server- IP address: 70.32.0.129
-  Document viewed by Liuying Farr (liuyingfarr@hotmail.com)  
2019-04-18 - 7:02:19 PM GMT- IP address: 73.253.185.210
-  Document e-signed by Liuying Farr (liuyingfarr@hotmail.com)  
Signature Date: 2019-04-18 - 7:03:50 PM GMT - Time Source: server- IP address: 73.253.185.210
-  Document e-signed by Stephen Farr (swfarr@live.com)  
Signature Date: 2019-04-18 - 7:05:01 PM GMT - Time Source: server- IP address: 73.253.185.210

✓ Signed document emailed to Gabriel Medine (gabe@gabe.me), Liuying Farr (liuyingfarr@hotmail.com), Gabriel Medine (gabe@cultexp.com), Stephen Farr (swfarr@live.com), and 1 more

2019-04-18 - 7:05:01 PM GMT



Adobe Sign

## Unemployment Insurance Attestation

I Gabriel Medine, Managing Partner at Cultivation Experts, LLC attests that Cultivation Experts, LLC is unable to register with the Department of Unemployment Assistance since we have not yet hired any employees.

Signed on June 2, 2020



Gabriel Medine  
Managing Partner  
Cultivation Experts, LLC.





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

Special Filing Instructions

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001315403

1. The exact name of the limited liability company is: CULTIVATION EXPERTS, LLC

**2a. Location of its principal office:**

No. and Street: 16 SHAMROCK ST

APT 2

City or Town: WORCESTER State: MA Zip: 01605 Country: USA

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

No. and Street: 16 SHAMROCK ST

APT 2

City or Town: WORCESTER State: MA Zip: 01605 Country: USA

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

TO PERFORM CONSULTATION SERVICES AND CONDUCT ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: GABRIEL MEDINE

No. and Street: 16 SHAMROCK ST

APT 2

City or Town: WORCESTER State: MA Zip: 01605 Country: USA

I, GABRIEL ADAM MEDINE resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

| Title   | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---------|--|---|
| MANAGER | HAYDEN SEARCH CURBOY                           | 119 RIVER RD<br>STURBRIDGE, MA 01566 USA                      |
| MANAGER | GABRIEL MEDINE                                 | 16 SHAMROCK ST APT 2<br>WORCESTER, MA 01605 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<br>First, Middle, Last, Suffix | Address (no PO Box)<br>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<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---------------|--|---|
| REAL PROPERTY | GABRIEL MEDINE                                 | 16 SHAMROCK ST APT 2<br>WORCESTER, MA 01605 USA               |
| REAL PROPERTY | HAYDEN SEARCH CURBOY                           | 119 RIVER RD<br>STURBRIDGE, MA 01605 USA                      |

9. Additional matters:  
THE PARTNERSHIP PLEDGES TO DONATE AT A MINIMUM 5 PERCENT OF PROCEEDS TO LOCAL CHARITIES THAT ASSIST IMPOVERISHED CITIZENS OF THE COMMUNITIES THAT IT DOES BUSINESS IN. THE PARTNERSHIP ALSO PLEDGES TO DONATE AN ADDITIONAL 5 PERCENT OF PROCEEDS TO OTHER CHARITABLE ORGANIZATIONS OF ITS CHOOSING.

**SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of March, 2018,**  
GABRIEL ADAM MEDINE  
*(The certificate must be signed by the person forming the LLC.)*

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:

March 01, 2018 02:36 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*



**CULTIVATION  
EXPERTS, LLC**

A Massachusetts-Based Business

# Business Plan

## Executive Summary

### Introduction

Cultivation Experts, LLC is a Massachusetts company that intends to open a recreational cannabis cultivation establishment in accordance with 935 CMR 500 in Worcester, Massachusetts. We plan to efficiently and effectively grow marijuana for recreational use using turn-key solutions and to impact our community positively.

### Ownership and Management

Includes Gabriel Medine, (25% equity) founder of the company, and Jakob and Justin LLC (51% equity) managed by Stephen Farr. Cultivation Experts, LLC is reserving 24% equity for incoming investments and employee equity.

### Products

Product offerings of the company will be limited to wholesale dried cannabis flower. Branding for all products will be produced in accordance with Massachusetts 935 CMR 500. Each product will be labeled for its THC content and will be marked with all required labeling following packaging regulations. Resources will be sourced with preference to local products and Vendors.

### Target Market

The target market is licensed cannabis retailers. Though the company will not sell direct-to-consumer, Cultivation Experts, LLC may market products to Massachusetts residents over the age of 21 who are interested in purchasing dried cannabis flower or cannabis cigars. All advertising will be following 935 CMR 500.105(4).

### Pricing

Cultivation Experts, LLC plans to sell to wholesalers for at least 100% above the cost of production.

### Capital

Currently, the company has \$190,000 cash in escrow and will be taking in an additional \$425,000 in funding from Jakob & Justin LLC before full completion of buildout.

### Expenses

The company projects spending \$500,000 on initial build-out and equipment and \$115,000 reserved for salaries for up to seven full-time employees during initial pre-harvest period. Production and Office space will be provided at a low cost from Jakob & Justin LLC until the business is profitable.

## Company

### First Year Goals

The company aims to cultivate, package and distribute up to 1,300 pounds of recreational cannabis product a year in our facility within the first 12 months of receiving a license from the Cannabis Control Commission (“CCC”). Estimated gross revenue within these 12 months is \$1,700,000. We are committed to using turn-key solutions (i.e., Aessence Growing System) that provide management of systems and workflows to keep production costs low using the best technologies ensuring career opportunities for our Worcester workforce. The company is retaining 24% of equity for recruiting local management team members such as a CFO, community relations and enrichment personnel. The company is committed to supporting local arts, local employment, and bicycle safety. The company hopes to capture a significant share of the Massachusetts recreational cannabis market while being an exemplary addition to the Worcester Corporate Community.

## Owner Backgrounds

### Stephen Farr

Mr. Farr's family has ties to Worcester going back to include Revolutionary War veteran William Farr and Civil War veteran William T. Farr, whose name appears on one of the bronze plaques at GAR Hall at 55 Pearl Street in Worcester. Mr. Farr, after the births of his two sons in 2009 and 2011 decided Massachusetts would provide an excellent environment to raise his family.

Mr. Farr first became a property owner in Worcester beginning in October 2014, with five building purchases to date.

Before arriving in Worcester, Stephen owned and operated Farr Cooler Ltd., a successful air conditioning company in Las Vegas Nevada. Farr Cooler survived the real estate crash in Las Vegas and installed new air conditioners in 647 homes in 2010 as a subcontractor in a Federally- funded Obama Stimulus program. In 2011 Farr aided the Las Vegas Stimulus Sub-Grantee, Help of Southern Nevada a 501c3 Charitable Organization, to acquire an additional \$7,200,000 in funding for 2011 to install high-efficiency products in the community including photovoltaic, solar hot water and indirect-evaporation cooling systems. In 2011 he purchased the company, Oasys AC, a superior design indirect-evaporation cooling system and began further development. In 2014 He spent six weeks in Bangkok, Thailand building the first production prototype Oasys 5000 which became one of the highest efficiency cooling systems worldwide.

45 and 61 Fremont was purchased in November of 2016 and represents an ongoing major rehab project with proposed \$300,000 of improvements to facilitate use for Cannabis Cultivation.

### Gabriel Medine

Born in Worcester, MA, Gabriel Medine is a local consultant and entrepreneur. His specialties include web design and marketing, design and project management of information systems and data centers, electronic engineering and hydroponic cultivation.

Gabriel has been cultivating medical marijuana and designing his own hydroponic and LED systems to reach peak efficiency since 2012.

Gabriel is currently employed as a Business Systems Consultant and resides and works in Worcester, Massachusetts. Day to day responsibilities includes management of many local organizations' IT projects and tasks while reducing overhead with efficacy.

Gabriel hopes to apply his technical and biological knowledge gained over the years in conjunction with his skill in planning and scaling systems to create the most ecologically-effective marijuana cultivation operation in Massachusetts.

## Management Structure

Management of day to day operations during the initial phases will be performed by the managing partners, Gabriel Medine and Stephen Farr. Upon growth of the company, the company expects to convert to a C corporation and form a board of directors.

## Timeline

Once we have a completed host agreement with the City of Worcester, we will commence buildout of our space. Once approved for a Massachusetts Cultivation license from the CCC, we will immediately source all machinery and products required to commence in-house cultivation. We will begin to make our first hires of local Worcester labor force immediately after the host agreement is awarded.

## Capital and Assets

As a majority share owner of Cultivation Experts, LLC Jakob & Justin LLC is performing a liquidation of certain real-estate holdings, to capitalize business development of Cultivation Experts, LLC.

### Phase #1:

Upon closing of the sale of #2 Blossom Street Worcester, currently under contract, on or about May 3rd, 2019, proceeds of approximately \$190,000 will be deposited into a Cultivation Experts LLC bank account as initial funding. Jakob & Justin LLC will then deposit proceeds from the sale of 286 Kimball Street, Fitchburg MA totaling approximately \$160,000 into a Cultivation Experts, LLC bank account on or about August 1st, 2019. In this way, we will complete the initial funding of \$350,000.

### Phase #2:

Upon closing of the sale of 120 Austin Street Worcester, currently on the market with multiple offers, proceeds of approximately \$265,000 will be held in reserve By Jakob & Justin LLC as backup funding to complete the build-out of 6,000 square feet of cultivation and manufacturing space located at 61 Fremont Street Worcester. To fully fund the \$615,000 first year capital investment required to produce \$1,700,000 in the first year (six harvests) season.

### Phase #3:

Upon closing of the sale of 5435 N. Rainbow Blvd. Las Vegas, NV. Currently under contract with Lennar Builders, on or about January 30th, 2020, proceeds of approximately \$550,000 will be held in reserve by Jakob & Justin LLC as backup funding to complete the purchase of equipment required to expand the operation to increase year-two revenues, up to \$3.5 million in gross sales.

Additionally, 45 & 61 Fremont Street, Worcester a 60,000 square foot building is owned by Jakob & Justin LLC with 100% equity and can also be mortgaged if Cultivation Experts, LLC requires funding for future expansion.

## Expenses / Capital Requirements

Many of our cultivation equipment startup expenses will be reduced by one half due to our alliance with Magic Dragon, as equipment items used for production and harvesting are expensive, but only used two days, every two weeks. This sharing of duplicate expenses will help both of our Marijuana Establishments.

The company has spent considerable time and resources forming alliances with key vendors and adopting processes based on case studies and real-life expenses and returns for environmentally sustainable and efficient marijuana cultivation. The systems the company plans on using help lower our utilization of local resources such as water and electricity. Typical water savings using aeroponics can be as high as 90% compared to “old-school” use of soil mixtures. The company plans on using highly efficient LED light sources ensuring compliance with Massachusetts mandates for limited electrical usage for cultivation. Building cooling systems will be chiller based technology, further reducing the typical power consumption required for cultivation.

The company is prepared for \$500,000 of capital expenditure for buildout and production systems and \$115,000 for six months of employee salaries and benefits.

## Opportunity

### The Target Market

The consumer of the products are adults in Massachusetts aged 21 or older who would like to buy premium cannabis flower. Our direct sales will only be to retailers and manufacturers licensed by the CCC in accordance with 935 CMR 500.

### Pricing

We expect the initial wholesale cost of recreational cannabis to start initially at \$2,000 per pound. We prepared for the fact that wholesale cannabis prices may drop to \$1,000 per pound in the coming years – our systems are prepared to sustain such a drop and keep healthy margins for the business without reduction in our Worcester workforce.

### Advertising

The company plans to follow marketing practices that strictly follow the regulations set forth by Massachusetts law and Commission regulations, namely 935 CMR 500.105(4). The company plans to explore web marketing and advertising, as well as print advertisements in the areas surrounding retail locations that carry the product. Also, the company plans to dedicate a significant portion of its marketing efforts toward in-store displays and packaging.

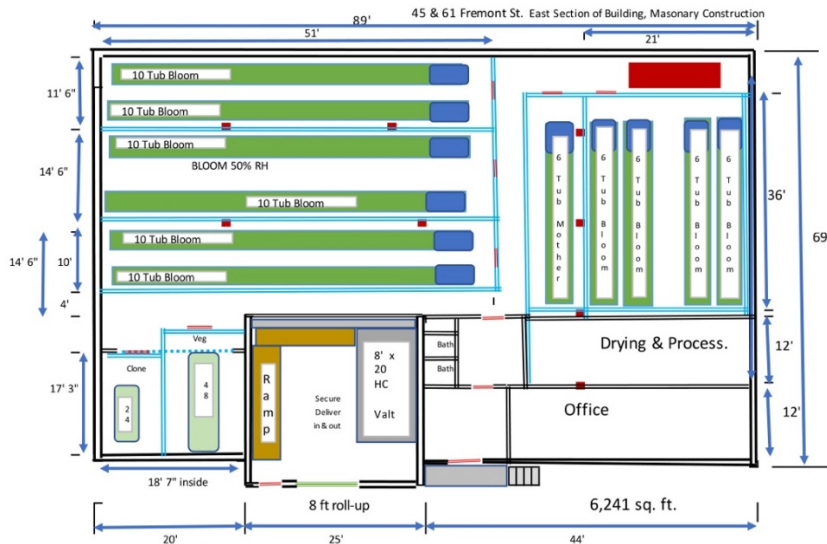
### Competitors

Local competitors will include other recreational marijuana cultivators. We anticipate that the market will have a high demand for well cultivated and safe recreational marijuana and marijuana products. We are designing our systems to allow us to have a reduced cost of production while maintaining the highest quality which will allow competitive prices for our products, extending into our projected future.



## Financial projections

Based on the following Vendor assisted production system, certified design



| Production Summary                       |                  |
|--|------------------|
| Yield per harvest per room               | 57.8 lbs         |
| Yield per harvest all rooms              | 231 lbs          |
| Yield per year all rooms                 | 1,386 lbs        |
| gram/wattAerix                           | 1.78             |
| gram/wattAEpic                           |                  |
| gram/wattHPS                             |                  |
| Total annual yield per area under canopy | 434.6 g/ft2/year |
| INPUT-kWh total                          | 0.004 lbs/kWh    |
| INPUT-kWh                                | 1.59 g/kWh       |

| Capital Expenditures |           |
|----------------------|-----------|
| Total CapEx          | \$524,178 |
| Depreciation         | 5 Years   |
| ROI                  | 0.3 Years |

| Operating Costs                   |              |
|-----------------------------------|--------------|
| Operating Cost to Produce         | \$264.19 /lb |
| Operating Cost / Harvest / Room   | \$15,257     |
| Operating Cost / Year (All Rooms) | \$366,173    |

| Revenue                           |             |
|-----------------------------------|-------------|
| Revenue / Harvest / Room          | \$86,625    |
| Revenue / Harvest (All Rooms)     | \$346,500   |
| Revenue/Year (All Rooms)          | \$2,079,000 |
| Net Revenue / Harvest / Room      | \$71,368    |
| Net Revenue / Harvest (All Rooms) | \$285,471   |
| Net Revenue / Year (All Rooms)    | \$1,712,827 |

## Cultivation Experts LLC Start-Up Staffing

| Labor Variables                                |              |
|--|--------------|
| Lights managed by 1 full time worker           | 120 lights   |
| # 24-tub A-2.1's managed by 1 full time worker | 3 devices    |
| # 48-tub A-2.1's managed by 1 full time worker | 6 devices    |
| Time required to trim by 2 full time worker    | 1.5 hours/lb |
| Wages for management by 1 full time worker     | \$40 /hour   |
| Wages for Laborer by 1 full time worker        | \$20 /hour   |
| Work hours a week                              | 40 hours     |
| Work weeks a year                              | 45 weeks     |

**7 Production Related Full time Workers**

**1 Full time Production Manager**

**1 Part- Time Janitor**

| Staffing and Labor Costs/year |                  |
|-------------------------------|------------------|
| Management                    | \$72,000         |
| Janitorial                    | \$266            |
| General Agricultural Workers  | \$45,000         |
| Transplanting                 | \$1,075          |
| Trimming                      | \$83,160         |
| Additional Staffing           |                  |
| Additional Staffing           |                  |
| Additional Staffing           |                  |
| <b>Total Labor Cost/year</b>  | <b>\$201,501</b> |



## Aetrium System Automation Drives Rich ROI

### Delivers 40% Faster Growth & Higher Yields Year-Round

It's competitive out there; Only the best will survive. The Aetrium System enables commercial cultivators for indoor clean rooms or large greenhouses to manage advanced hydroponic systems with precision sensor automation and accurate mechanical control timing. This is the most complete aeroponic grow system available.

**For cultivators**, dynamic nutrient dosing recipes deliver bigger blooms with 40% higher yields while system based automation eliminates repetitive labor tasks. You are able to create the perfect sensor controlled cultivation environment for your strain, supplies, and labor, optimizing your return on investment (ROI). Set up, turn on, and relax.

**For smart investors** at commercial scale, the Aetrium System executes a continuous harvest approach with 6 harvests per year at 3 pounds per light

| Grow Variables                              |                       |
|---|-----------------------|
| Units of measurement                        | Imperial              |
| # AE-4 daughters (Blooming)                 | 74                    |
| # AE-4 matriarchs (Blooming)                | 10                    |
| # AExis LED grow lights (Blooming)          | 84                    |
|   | 0                     |
|   | 0                     |
| # AE-4 daughters (Mothers)                  | 5                     |
| # AE-4 matriarchs (Mothers)                 | 1                     |
| # AExis LED grow lights (Mothers)           | 6                     |
| # 24-tub A-2.1s                             | 1                     |
| # 48-tub A-2.1s                             | 1                     |
| <b>AE2.1 Clone Density</b>                  | <b>50%</b>            |
| <b>AE2.1 Veg Density</b>                    | <b>50%</b>            |
| #AE2.1 tubs-clones (per bloom room)         | 13                    |
| #AE2.1 tubs-veg (per bloom room)            | 13                    |
| # Bloom of Rooms                            | 4                     |
| # Mother Rooms                              | 1                     |
| # Clone/Veg Rooms                           | 1                     |
| Clone in AE-2.1 (days)                      | 14                    |
| Veg in AE-2.1 (days)                        | 14                    |
| Bloom in AE-4 (days)                        | 56                    |
| # of Harvests                               | 6.0 /year             |
| Total grow length                           | 84 days               |
| AE-4 bloom row length                       | 8.4 tubs              |
| AE-4 mother row length                      | 6 tubs                |
| AE-2.1 clone ratio                          | 50%                   |
| Yield per AEpic                             | 2.75 lbs              |
| Yield per AExcel                            | 2.75 lbs              |
| Sell price (\$/pound)                       | \$1,500 /lb           |
| Ceiling height                              | 12.0 ft               |
| Area under bloom canopy                     | 1,446 ft <sup>2</sup> |
| Area under total canopy                     | 1,902 ft <sup>2</sup> |
| Area of Grow Facility                       | 2,219 ft <sup>2</sup> |
| Facility Cost (rental or mortgage) per year | \$9 /ft <sup>2</sup>  |
| Total annual facility cost                  | \$19,971              |

2,698 <--sq. ft. building space

1,547 <--Bloom canopy  
 102 <--Mother canopy  
 240 <--Clone/Veg  
 1,787 <--Total canopy

7.5x50  
 18x33

Harvest every 2 weeks

| Canopy with aisles |                           | canopy per room   |      | Canopy |         | Room    |            | 8 week cycle           |  |
|--------------------|---------------------------|---|------|--------|---------|---------|------------|------------------------|--|
|                    | (2*3.625)'x(10*4.75)'     | 344   | 518  |        |         |         |            |                        |  |
|                    | (2*3.625+3)'x(10*4.75+3)' |   |      |        |         |         |            |                        |  |
|                    | Matriarchs                | Daughter  | Tubs | Plants | Sq. Ft. | Sq. Ft. | Plants     |                        |  |
| Bloom 1            | 2                         | 18  | 20   | 400    | 344     | 518     | 400        |                        |  |
| Bloom 2            | 2                         | 18  | 20   | 400    | 344     | 518     |            |                        |  |
| Bloom 3            | 2                         | 18  | 20   | 400    | 344     | 518     |            |                        |  |
| Bloom 4            | 4                         | 20  | 24   | 480    | 412.8   | 551     | 480        | 0.58                   |  |
|                    |                           |   |      |        |         |         | 880        |                        |  |
|                    | 10                        | 74  | 84   | 1,680  | 1,445   | 2,104   |            |                        |  |
| Mothers            | 1                         | 5   | 6    | 36     | 102     | 209     | 600        | cuttings every 2 weeks |  |
|                    |                           |   |      | 1,716  | 1,547   | 2,313   | Canopy     |                        |  |
| Lights (optional)  |                           |   | 90   |        |         |         |            |                        |  |
| Clone              | 1                         |   |      | 756    | 120     | 161     |            |                        |  |
| Veg                | 1                         |   |      | 1512   | 240     | 224     |            |                        |  |
|                    |                           |   |      | 3,984  | 1,787   | 2,698   | Total      |                        |  |
|                    |                           |   |      | Plants | Canopy  |         | Floorspace |                        |  |
| Cuttings           | 600                       | Available cuttings every 2 weeks from 6 tubs (100 Mother cuttings every 2 weeks per tub)                        |      |        |         |         |            |                        |  |
| Clones             | 400                       | Required every 2 weeks for a room   |      |        |         |         |            |                        |  |
| Clone Cycle        | 400                       | Clones take 10-14 days after cuttings to mature (enough for 1 room supply)                                      |      |        |         |         |            |                        |  |
| Veg Cycle          | 800                       | Veg plants take 10-14 additional days after cropping to be ready to Bloom (need 4 weeks supply)                 |      |        |         |         |            |                        |  |
|                    |                           | You need 880 Veg capacity every 4 weeks to keep up with 2 rooms of this size                                    |      |        |         |         |            |                        |  |
|                    | 1512                      | SmartFarm-48 Veg capacity available every 2 weeks per machine   |      |        |         |         |            |                        |  |
|                    | 756                       | SmartFarm-24 Veg capacity available every 2 weeks per machine   |      |        |         |         |            |                        |  |
|                    | 0.5                       | So the sizing is 1 SmartFarm-48 for Clones & Veg at the Veg density (2-touch)                                   |      |        |         |         |            |                        |  |
|                    |                           | Since you are separating Clone and Veg in separate rooms, you will have ~24 trays of available space for Clones |      |        |         |         |            |                        |  |

## Business Operations

### Operating Procedures

Cultivation Experts, LLC will perform within the best of its abilities to safely and legally operate a recreational cultivation facility within the state of Massachusetts. We will use best practices to ensure that there is no diversion of marijuana product to the black market. We plan to use the METRC compliant seed to sale system that the CCC approves according to the CMR 935.

### Turnkey Production

The company has invested the necessary time researching solutions that will automate the management of equipment, workflows, and enhance employee accountability for internal procedures. Having these systems in place will increase efficiency and ensure that the products are high-quality and will reduce the chances of human error during production. These systems include computer-controlled and monitored dosing of nutrients, adjusting pH levels, temperatures, lighting, and workflows for production systems. Using these systems will keep our production costs per pound below \$270.

Some of the benefits of these systems feature:

- Providing water savings of up to 90% over conventional cultivation methods.
- We are using 90% fewer plant nutrients that become wastewater.
- We are eliminating the need for increasing biohazard presented by used soil disposal.
- We are insuring compliance with Massachusetts mandates restricting the amount of energy used by lights for growing.
- HVAC system using chillers to reduce energy consumption while providing the optimum growing environment.

### Security

According to 935 CMR 500.110, Cultivation Experts, LLC will take extensive steps to implement enough safety measures to deter and prevent unauthorized entrance into the Marijuana Establishment, as well as theft of any Marijuana or Marijuana Product. Security Procedures are outlined further in our Security Plan document.

### Local Staffing

With our commitment to supporting and reinvesting in Worcester, we have already begun recruiting architects, engineers, electrical contractors, plumbing contractors, mechanical contractors, carpenters, and laborers, for our pre-host Agreement planning and initial clean-up of 61 Fremont Street.

Cultivation Experts, LLC will employ up to seven full-time Worcester employees in the initial startup phase.

### Odor Control

Cultivation Experts, LLC will employ the use of activated carbon filters and ozone generators on all systems that exhaust air out of the building eradicate the odors caused by cultivating cannabis. Internal rooms will contain activated carbon “scrubbers” that will reduce the odor contained in each of the rooms, and a negative pressure air system will be maintained to negate the risk of air leaking from the building.

## Plans for obtaining Liability Insurance

Cultivation Experts, LLC plans to obtain both general liability and product liability insurance from Path Insurance Solutions. Liability insurance coverage will be no less than \$1 million per occurrence, \$2 million in aggregate annually and the deductible for each policy will not exceed \$5,000 per occurrence.

# Maintenance of Financial Records

Cultivation Experts, LLC's operating policies and procedures and robust recordkeeping procedures (see Cultivation Experts, LLC's companion Recordkeeping Procedures for greater detail) will ensure that its financial records are accurate and maintained in compliance with the Commission's regulations at 935 CMR 500 et. seq. Cultivation Experts, LLC's financial records maintenance plan includes policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or an order from a court of competent jurisdiction. However, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including the keeping written business records available for inspection, and in accordance with Generally Accepted Accounting Principles ("GAAP"), which will include manual or, if possible, electronic records of 1) statements assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- Additional written business records will be kept, including, but not limited to, records of: 1) compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16); 2) fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and 3) fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

# Personnel Policies

Cultivation Experts, LLC has developed procedures for employees to inform them of what is to be expected. Each employee will receive a handbook containing information regarding, at a minimum:

- Emergency procedures
- Alcohol, smoke, and drug-free workplace policies
- Policies regarding the termination of Marijuana Establishment Agents who has diverted marijuana or engaged in unsafe practices
- Policies covering how to report infractions to law enforcement and the Commission
- Policies covering workplace procedure
- Safety and Security policies
- Confidential information policies
- Business and working hours
- Disciplinary procedures
- Training policies

All employees will be informed of personnel policies within two weeks of hire, as well as being updated if the policies are revised. All employees will attest that they are familiar with said policies. All applicants will also be made aware of a background check during the application process. Cultivation Experts will comply with Federal and State requirements for workplace posting.

## Quality Control and Testing Procedures

### Testing of Marijuana

Cultivation Experts, LLC shall not sell or otherwise market for adult use any marijuana product, including marijuana, that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Cultivation Experts, LLC shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Massachusetts Department of Public Health (“DPH”) and to test its environmental media (e.g., soils, solid growing media, and water) in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

Cultivation Experts, LLC shall test for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

Cultivation Experts, LLC shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated and must be disposed of. The notification from Cultivation Experts, LLC shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Cultivation Experts, LLC shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

Cultivation Experts, LLC shall maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with Cultivation Experts, LLC’s Transportation Policy and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with Cultivation Experts, LLC’s Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

### Handling of Marijuana

Cultivation Experts, LLC shall handle and process marijuana and marijuana products in a safe and sanitary manner. Cultivation Experts, LLC shall implement the following policies:



- (a) Cultivation Experts, LLC shall process the leaves and flowers of the female marijuana plant only, which shall be:
  - 1. Well cured and generally free of seeds and stems;
  - 2. Free of dirt, sand, debris, and other foreign matter;
  - 3. Free of contamination by mold, rot, other fungi, and bacterial diseases;
  - 4. Prepared and handled on food-grade stainless steel tables; and
  - 5. Packaged in a secure area.
  
- (b) Cultivation Experts, LLC shall comply with the following sanitary requirements:
  - 1. Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
  - 2. Any marijuana establishment agent working in direct contact with the preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
    - i. Maintaining adequate personal cleanliness; and
    - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
  - 3. Cultivation Experts, LLC shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
  - 4. Cultivation Experts, LLC shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
  - 5. Litter and waste shall be properly removed, disposed of to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained adequately under 935 CMR 500.105(12);
  - 6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
  - 7. Cultivation Experts, LLC shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
  - 8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
  - 9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), by labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;



10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.
  11. Cultivation Experts, LLC's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
  12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and wastewater lines;
  13. Cultivation Experts, LLC shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers; and
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements under 21 CFR 1.908(c).
- (c) Cultivation Experts, LLC shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

Best practices will be followed to limit all mother plants and clones from contamination from non-organic pesticides, metals, and other synthetic organic compounds in environmental media or other cultivation inputs, as well as fungal and bacterial growth on the plants. Environmental media shall be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH. Marijuana shall be processed in a safe and sanitary manner, per 935 CMR 500.105(3)

In-depth procedures have been written for responding to laboratory results that indicate contaminant levels are above acceptable limits identified in DPH protocols in 935 CMR 500.160(1), including alerting the Commission. Plants will be tracked using a seed-to-sale tracking system, which will allow easy identification of the contaminated production batch.

## Record Keeping Procedures

### Introduction

Cultivation Experts, LLC has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Cultivation Experts, LLC intends to maintain all records, to the extent feasible, in electronic form. If physical records are used, they will be stored at Cultivation Experts, LLC's Worcester marijuana establishment in a locked room designated for record retention. All written and electronic records will be available for inspection by the Commission upon request in accordance with 935 CMR 500.300(1).

### Recordkeeping Procedures

All records will be maintained in accordance with Generally-Accepted Accounting Principles ("GAAP"). In order to ensure that Cultivation Experts, LLC's recordkeeping practices remain compliant with the specific requirements of 935 CMR 500.030, executive management team review of Corporate Records, Business Records, and Personnel Records for completeness, accuracy, and timeliness of such documents will occur as part of Cultivation Experts, LLC's quarter-end closing procedures. Cultivation Experts, LLC will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations and herein below.

In addition, Cultivation Experts, LLC will update its internal operating procedures on regular basis, as needed and under the supervision of the executive management team in order to ensure the safe and compliant keeping of records. Cultivation Experts, LLC's internal operating procedures will provide for the safe and compliant keeping and maintenance of the following critical enterprise records:

- A. Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals. These records include:
  - 1. Insurance Coverage Records (including: Directors & Officers Policies, Product Liability Policies; General Liability Policies, Umbrella Policies, Workers Compensation Policies and Employer Professional Liability Policies);
  - 2. Third-Party Contracts;
  - 3. Commission Required Registrations (including: Annual Agent Registration(s) and Annual Marijuana Establishment Registration);
  - 4. Local Compliance Documents (including: Certificate of Occupancy, Special Permits, Variances, Site Plan Approvals and As-Built Drawings); and
  - 5. Corporate Governance Filings (including: Annual Reports and Secretary of State Filings).
- B. Business Records: as are required by 935 CMR 500.105(9)(e). Cultivation Experts, LLC will keep these records in electronic form, of possible, so that Cultivation Experts, LLC can efficiently produce the records for inspection by the Commission. Cultivation Experts, LLC's business records include: 1) statements of assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Cultivation Experts, LLC, including members, if any.

- C. Personnel Records: will include at least: 1) job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions; 2) a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; 3) personnel policies and procedures; 4) all background check reports obtained in accordance with 935 CMR 500.030; and, finally, 5) a personnel file for each marijuana establishment agent. Cultivation Experts, LLC will maintain such personnel files for at least twelve (12) months after termination of the agent's or employee's affiliation with Cultivation Experts, LLC. Cultivation Experts, LLC's personnel files will include for each agent, at a minimum, the following:
1. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  2. Documentation of verification of references;
  3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the agent;
  4. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  5. Documentation of periodic performance evaluations;
  6. A record of any disciplinary action taken; and
  7. Notice of completed responsible vendor and eight-hour related duty training.
- D. Agent Training Records: Cultivation Experts, LLC will maintain documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s). Cultivation Experts, LLC will maintain records of responsible vendor trainings of agents for at least four (4) years.
- E. Written Operating Policies and Procedures: policies and procedures related to Cultivation Experts, LLC's operations will be updated by the executive management team on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Written operating policies and procedures will include the following:
1. Security measures in compliance with 935 CMR 500.110;
  2. Agent security policies, including personal safety and crime prevention techniques;
  3. A description of Cultivation Experts, LLC's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;
  4. Storage of marijuana in compliance with 935 CMR 500.105(11);
  5. Description of the various strains of marijuana to be cultivated and processed/manufactured;
  6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;

7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained;
12. Policy for the immediate dismissal of any dispensary agent who has: 1) diverted marijuana (which diversions will be reported the Worcester Police Department and to the Commission); 2) engaged in unsafe practices with regard to Cultivation Experts, LLC's cultivation or manufacturing operations, which will be reported to the Commission; or 3) been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority;
13. A list of all Cultivation Experts, LLC executives and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Cultivation Experts, LLC's website;
14. Policies and procedures for the handling of any cash on Cultivation Experts, LLC's premises including but not limited to storage, collection frequency and transport to financial institution(s);
15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
16. Policies and procedures for energy efficiency and conservation that will include: 1) identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities; 2) consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable; 3) strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and 4) engagement with energy efficiency programs offered pursuant to M.G.L.

c. 25 § 21, or through municipal lighting plants.

- F. Handling and Testing of Marijuana Records: Cultivation Experts, LLC will maintain the results of all testing for a minimum of one (1) year.
- G. Inventory Records: the record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory in accordance with 935 CMR 500.105(8)(d).

- H. Seed-to-Sale Tracking Records: Cultivation Experts, LLC will use the METRC seed to sale tracking software to maintain real-time inventory. METRC reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. Cultivation Experts, LLC's tracking software will enable tag and track all marijuana seeds, clones, plants, and marijuana products in compliance with the seed-to-sale methodology in a form and manner approved by the Commission.
- I. Waste Disposal Records: when marijuana or marijuana products are disposed of, Cultivation Experts, LLC will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Cultivation Experts, LLC agents present during the disposal or handling, with their signatures in compliance with 935 CMR 500.105(12). Cultivation Experts, LLC will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- J. Incident Reporting Records: within ten (10) calendar days, Cultivation Experts, LLC will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Worcester Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Cultivation Experts, LLC for no less than one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- K. Visitor Records: a visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- L. Security Records: Cultivation Experts, LLC will maintain a current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- M. Transportation Records: Cultivation Experts, LLC will retain all transportation manifests (which, in each instance, will be created in accordance with 935 CMR 500.105(13)(f)) for a minimum of one (1) year and make them available to the Commission upon request.
- N. Closure: In the event that Cultivation Experts, LLC's Worcester facility closes, all records will be kept for at least two (2) years at Cultivation Experts, LLC's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Cultivation Experts, LLC will communicate

with the Commission during the closure process and accommodate any additional requests that the Commission or other Commonwealth agencies may have.

## Prevention of Diversion to Minors

Cultivation Experts, LLC will take multiple steps in order to prevent diversion of any product to people under the age of 21. All employees, registered agents, and visitors must be 21 years of age or older. All employees will be required to check state issued IDs, as well as any ID issued by the CCC, of anyone involved in the sale of marijuana between Marijuana Establishments or entering the Marijuana Establishment for other business purposes. All employees will receive training on how to identify fake IDs.

## Training Policies

Cultivation Experts, LLC Training Policies shall be as follows:

1. All owners, managers and employees of Cultivation Experts, LLC that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training.
2. All new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hiring.
3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once each year thereafter in order to maintain designation as a responsible vendor.
4. Administrative employees who do not handle or sell marijuana may voluntarily participate in the responsible vendor program.
5. Cultivation Experts, LLC shall maintain records of responsible vendor training program compliance for four (4) years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
6. Cultivation Experts, LLC will ensure that employees are trained on job specific duties prior to performing job functions.
7. Cultivation Experts will ensure that employees receive a minimum of eight (8) hours of ongoing training annually.

## Responsible Vendor Program

Cultivation Experts, LLC shall ensure that its Responsible Vendor Training Program's core curriculum includes the following:

1. Discussion concerning marijuana's effect on the human body, with a specific focus on:
  - a. Marijuana's physical effects based on the type of marijuana product;
  - b. Duration of physical effects; and
  - c. Recognizing the signs of impairment.
2. Diversion prevention and prevention of sales to minors;
3. Compliance with all inventory tracking requirements;
4. Acceptable forms of identification, with a specific focus on:
  - a. Verifying identification;
  - b. Spotting false identification;
  - c. Medical registration cards issued by the DPH;
  - d. Confiscating fraudulent identifications;
  - e. Common mistakes made in verification.
5. Other state laws and regulations affecting owners, managers, and employees, which shall include:
  - a. Local and state licensing and enforcement;
  - b. Incident and notification requirements;
  - c. Administrative and criminal liability;
  - d. License sanctions and court sanctions;
  - e. Waste disposal;

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- f. Health and safety standards;
  - g. Patrons prohibited from bringing marijuana onto licensed premises;
  - h. Permitted hours of sale;
  - i. Conduct of establishment;
  - j. Permitting inspections by state and local licensing and enforcement authorities;
  - k. Licensee responsibilities for activities occurring within licensed premises;
  - l. Maintenance of records;
  - m. Privacy issues; and
  - n. Prohibited purchases and practices.
6. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

## Anticipated Postions

### Cultivation Technician

#### Qualifications:

- Know and adhere to company policies, procedures and goals.
- Ability to listen well and communicate effectively orally and in writing with various audiences
- Basic math skills
- Understanding of applicable federal, state and local laws and regulations as they pertain to the industry, personnel law, safety regulations, local municipal codes and organizational rules, regulations, directives and standard operating procedures.
- Ability to work independently throughout a workday with given directives
- Ability to work well in a team-oriented environment
- Massachusetts driver's license or State ID card
- Must be a minimum of 21 years of age
- Must pass any and all required background checks
- Must be and remain compliant with any and all legal or company regulations for working in the industry
- High School Diploma or equivalent
- Previous manufacturing/laborer experience preferred
- Equivalent combinations of education and experience may be considered, including internal experience.
- While performing the duties of this job, the employee is regularly required to perform grasping, lifting, walking, standing, talking, hearing, seeing and repetitive motions.
- **PHYSICAL DEMANDS: VERY LABOR INTENSIVE.** Must be able to lift, carry and balance up to 75 pounds (125 pounds with assistance), may include walking or standing for extended periods of time, as well as stooping, bending over and/or crouching.

### Master Grower

#### Requirements:

- Proven experience as a grower, preferably at a large scale; some management experience required
- Knowledge of the entire cannabis growth cycle and requirements

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- Familiarity with environment protection practices and the marijuana legal framework in our area
- Understanding of pest and disease management techniques
- Willingness to continue learning about horticulture and cannabis farming, and stay on top of current and future trends
- Problem-solving aptitude
- Leadership and people management skills
- Ability to meet the physical demands of the job
- Degree in Botany, Biology, Agriculture, Horticulture or relevant field is a plus
- 21 years of age or older
- Must be able to pass state background check.

### Cannabis Trimmer

#### Requirements:

- High school diploma or General Education Diploma (GED)
- Excellent computer, mathematic, language, and reasoning skills
- Knowledge and familiarity with Cannabis
- Familiarity with warehouse procedures
- Works in a timely manner and strives to increase productivity
- At least 21 years of age
- Ability to work within a team and without
- Must be able to pass a background check
- Must not have been convicted of any felony offense
- Experience in a complex, fast-paced environment
- Organization and planning skills
- Ability to build relationships
- Ability to handle confidential and sensitive information
- Basic weights and measurement skills, ability to operate a scale

### Security Guard

#### Requirements:

- At least 21 years of age
- Previous security or law enforcement experience is a plus
- Steady employment history
- Pass a comprehensive background check that includes a criminal history and Motor Vehicle Record check
- Must be able to stand and walk for long periods of time
- Communicates well with employees
- Record information accurately
- Demonstrate a positive, can-do attitude
- Performs his/her duties in a safe manner and environment while adhering to all governmental regulations for this industry
- Carries out all procedures in an efficient manner that also complies with OSHA regulations, PharmaCann SOP's and all applicable procedures
- Ensures compliance and accuracy involving all product tracking, product security, and product movement procedures

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- Physical requirements: Can lift at least 50 pounds

## Diversity Plan

Cultivation Experts, LLC. (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

### Goals:

- The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community, and as its employee base grows, it shall be a goal of the Company to increase the number of individuals employed by the Company that are minorities by **20% (or a minimum of 1 job, whichever is greater)** of the number of jobs added.
- It shall be a goal of the Company to offer **50% of the Company’s opportunities for advancement to management and executive positions internally.** This goal seeks to provide opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: **Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 7%.**

### Programs:

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** prior to opening any of its Marijuana Establishments in local newspapers of general circulation such as the **Worcester Telegram and Gazette** and post a notice at the municipal offices in Worcester at least **three (3) months** prior to opening. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company. The Company also intends to advertise its job openings through **MassHire**;
- Form a diversity and equality committee to accomplish the abovementioned diversity goals and to promote equitable hiring practices;
- Establish a mentoring program as a tool to ensure the success of its workforce – this mentoring program will include quarterly available classes for all employees to educate and encourage employees on money management, investing, and entrepreneurship;
- Employees shall be notified of all internal job postings; and

- Require of all employees to participate in education on diversity and implicit biases, including but not limited to Beyond Diversity, Courage Conversations on Race by Glenn Singleton and Unconscious Bias Training on an annual basis.

### Measurements:

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(7)(k) and this Diversity Policy. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information. Additionally, this report will include the following metrics:
  - Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
  - Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
  - Number of jobs created since initial licensure;
  - Number of and type of information sessions held or participated in with supporting documentation;
  - Number of postings in diverse publications or general publications with supporting documentation; and
  - Number and subject matter of internal trainings held on diversity and equality and the number of employees in attendance.

Cultivation Experts, LLC acknowledges, is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Finally, none of the actions taken or programs instituted by Cultivation Experts, LLC will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.