



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282106  
Original Issued Date: 06/26/2020  
Issued Date: 06/08/2023  
Expiration Date: 06/26/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: UC Cultivation, LLC

Phone Number: 978-866-1154  
Email Address: mike@unitedcult.com

Business Address 1: 601 Fitchburg State Road  
Business City: Ashby  
Business State: MA  
Business Zip Code: 01431  
Business Address 2:  
Mailing Address 1: 601 Fitchburg State Road  
Mailing City: Ashby  
Mailing State: MA  
Mailing Zip Code: 01431  
Mailing Address 2:

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 15.83  
Role: Executive / Officer  
Percentage Of Control: 15.83  
Other Role:

First Name: Michael	Last Name: Spengler	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: 15.83	Percentage Of Control: 15.83	
Role: Executive / Officer	Other Role:	
First Name: Carolyn	Last Name: Spengler	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 31.67	Percentage Of Control: 31.67	
Role: Executive / Officer	Other Role:	
First Name: Danielle	Last Name: Phaneuf	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 15	Percentage Of Control: 15	
Role: Executive / Officer	Other Role:	
First Name: Kerstin	Last Name: Phaneuf	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 31.67	Percentage of Ownership: 31.67	
Entity Legal Name: Blue & Yellow Holdings, LLC	Entity DBA:	DBA City:
Entity Description: Entity owned and operated by Carolyn and Michael Spengler that represents their ownership in United Cultivation, LLC.		
Foreign Subsidiary Narrative:		
Entity Phone:	Entity Email:	Entity Website:
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: Blue & Yellow Holdings, LLC is a Limited Liability Company established by Carolyn and Michael Spengler to represent their ownership interest in the formation of United Cultivation, LLC.		

Update: In 2021, we executed a Change of Ownership and a Change of Name for our licenses. The retail license on this renewal

was shifted under UC Retail, LLC with United Cultivation, LLC as the 100% owner of UC Retail, LLC.

CLOSE ASSOCIATES AND MEMBERS  
No records found

CAPITAL RESOURCES - INDIVIDUALS  
Individual Contributing Capital 1

First Name: Shawn      Last Name: Hynes      Suffix:  
Types of Capital: Debt    Other Type of Capital:    Total Value of the Capital Provided: \$700000    Percentage of Initial Capital: 54  
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: David      Last Name: Hynes      Suffix:  
Types of Capital: Debt    Other Type of Capital:    Total Value of the Capital Provided: \$600000    Percentage of Initial Capital: 46  
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES  
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES  
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS  
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 601-603 Fitchburg State Road  
Establishment Address 2:  
Establishment City: Ashby      Establishment Zip Code: 01431  
Approximate square footage of the Establishment: 20000      How many abutters does this property have?: 10  
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes  
Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft      Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft    Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION  
Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form With Attachments.pdf	pdf	5cbf52a85c356a44cb768e86	04/23/2019
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5cbf6452b1ec4a4c446c2a0d	04/23/2019
Plan to Remain Compliant with Local Zoning	United Cultivation Host Community Zoning Compliance Revised 11.10.19.pdf	pdf	5dd80f6c74bb15534cd4da48	11/22/2019

zero, please enter zero and provide documentation explaining this number.: \$0.01

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	United Cultivation Positive Impact Plan Revised 12.26.19.pdf	pdf	5e093ef45e2d54535a9c28fb	12/29/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Michael

Last Name: Spengler Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Carolyn

Last Name: Spengler Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role:

Other Role:

First Name: Kerstin

Last Name: Phaneuf Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role:

Other Role:

First Name: Danielle

Last Name: Phaneuf Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify)

Other Role: Entity representing Carolyn & Michael's ownership interest in United Cultivation, LLC.

Entity Legal Name: Blue & Yellow Holdings, LLC

Entity DBA:

Entity Description: LLC representing ownership interest for Carolyn & Michael Spengler.

Phone: 978-866-1154

Email: mspengler78@gmail.com

Primary Business Address 1: 51 Duck Pond Drive

Primary Business Address 2:

Primary Business City: Groton

Primary Business State: MA

Principal Business Zip



Code: 01450

**Additional Information:** This entity was created to represent the ownership interest of Carolyn and Michael Spengler in United Cultivation.  
We are the sole members of the entity.

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	MA Certificate of Organization United Cultivation LLC.pdf	pdf	5cbf75969b1a9b44dfe4dd95	04/23/2019
Bylaws	United Cultivation Bylaws_Part1.pdf	pdf	5cbf76c7b1ec4a4c446c2a72	04/23/2019
Bylaws	United Cultivation Bylaws_Part2.pdf	pdf	5cbf76d2942dc34c4ebe0d43	04/23/2019
Secretary of Commonwealth - Certificate of Good Standing	MA SOC Letter of Good Standing.pdf	pdf	5dd8118d8bdcfd57ae526f99	11/22/2019
Department of Revenue - Certificate of Good standing	MA DOR Cert of Good Standing.pdf	pdf	5dd811a39c1081532b9a690c	11/22/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	UC Cultivation LLC MDOR 4.7.23.pdf	pdf	64359de72c9c310008bf02e7	04/11/2023
Department of Unemployment Assistance - Certificate of Good standing	United Cultivation LLC MDUA Certificate 4.4.23.pdf	pdf	64359def2c9c310008bf0355	04/11/2023
Secretary of Commonwealth - Certificate of Good Standing	UC Cultivation SOC COGS 4.7.23.pdf	pdf	64395f008399390008a77751	04/14/2023
Department of Unemployment Assistance - Certificate of Good standing	UC MDUA Letter 4.25.23.pdf	pdf	644820490509d6000989caed	04/25/2023

Massachusetts Business Identification Number: 001357059

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	United Cultivation Business Plan Brief Update 4.16.21.pdf	pdf	6079d99421aec245a96cb92b	04/16/2021
Proposed Timeline	UC Cultivation Proposed Timeline April 2023.pdf	pdf	64359efe8399390008a3cf96	04/11/2023

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	United Cultivation Restricted Access Plan.pdf	pdf	5ccc7e10942dc34c4ebe2233	05/03/2019

Security plan	United Cultivation Security Plan.pdf	pdf	5ccc7f44b1ec4a4c446c3faa	05/03/2019
Prevention of diversion	United Cultivation Prevention of Diversion Plan.pdf	pdf	5ccc7f7273349d44fd62be79	05/03/2019
Transportation of marijuana	United Cultivation Transportation Overview.pdf	pdf	5ccc7fbb73349d44fd62be7d	05/03/2019
Inventory procedures	United Cultivation Inventory Procedures.pdf	pdf	5ccc7fd2e2695d45078d8979	05/03/2019
Personnel policies including background checks	United Cultivation HR Overview.pdf	pdf	5ccc801bcee9f84c34366f41	05/03/2019
Maintaining of financial records	United Cultivation Financial Record Maintenance.pdf	pdf	5ccc805236e3e844f3b53850	05/03/2019
Storage of marijuana	United Cultivation Storage Plan Revised 11.10.19.pdf	pdf	5dd8126eb4f83557d6cc7e3d	11/22/2019
Quality control and testing	United Cultivation Quality Control Plan Revised 11.10.19.pdf	pdf	5dd8128174bb15534cd4da7e	11/22/2019
Record Keeping procedures	United Cultivation Record Keeping Overview Revised 11.10.19.pdf	pdf	5dd813617aad8653363be38c	11/22/2019
Policies and Procedures for cultivating.	United Cultivation Cultivation Overview Revised 11.10.19.pdf	pdf	5dd815e08bdcfd57ae526fcf	11/22/2019
Qualifications and training	United Cultivation Personnel Planning Overview Revised 11.10.19.pdf	pdf	5dd81601fd468857b99bd693	11/22/2019
Energy Compliance Plan	UC Energy Efficiency.pdf	pdf	624db90f53957f000877803f	04/06/2022
Diversity plan	RFI UC Cultivation Diversity Plan Updated 1.30.23.pdf	pdf	64359f228399390008a3cffc	04/11/2023

### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN  
Progress or Success Goal 1

Description of Progress or Success: UC Cultivation, LLC has not begun its indoor cultivation operations and, therefore, does not have an update for our progress in our Positive Impact plan.

COMPLIANCE WITH DIVERSITY PLAN  
Diversity Progress or Success 1

Description of Progress or Success: UC Cultivation, LLC has not begun its indoor cultivation operations and, therefore, does not have an update for our progress in our Diversity Plan.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

## 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, Michael Spengler, *(insert name)* attest as an authorized representative of United Cultivation, 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 December 19, 2018 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on December 7, 2018 *(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 December 7, 2018 *(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 December 7, 2018 *(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.



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### PUBLIC NOTICES

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#### NOTICE IS HEREBY GIVEN THAT A COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday December 19, 2018 at 6pm at the Ashby Free Public Library, 812 Main Street, Ashby, MA 01431. The meeting will be held in the Moulton Meeting Room. The proposed Marijuana Establishment is for Cultivation, Tier 11 Indoor Operation, Product Manufacturer and Retail and is anticipated to be located at 601-603 Fitchburg State Road, Ashby, MA 01431. Another proposed Marijuana Establishment is for Marijuana Retail and is anticipated to be located at 804 Fitchburg State Road, Ashby, MA 01431. There will be an opportunity for the public to ask questions. December 7, & 11, 2018

Appeared in: **Sentinel & Enterprise** on 12/07/2018 and 12/11/2018



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\* AFFILIATED LINKS \*

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## Ashby, Mass.

### **NOTICE OF COMMUNITY OUTREACH MEETING**

UNITED CULTIVATION LLC, December 19, 2018 at 6pm Ashby Free Public Library, 812 Main Street, Ashby, MA 01431 Moulton Meeting Room

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday December 19, 2018 at 6pm at the Ashby Free Public Library, 812 Main Street, Ashby, MA 01431. The meeting will be held in the Moulton Meeting Room. The proposed Marijuana Establishment is for Cultivation Tier 11 – Indoor Operation, Product Manufacturer and Retail and is anticipated to be located at 601-603 Fitchburg State Road, Ashby, MA 01431. Another proposed Marijuana Establishment is for Marijuana Retail and is anticipated to be located at 804 Fitchburg State Road, Ashby, MA 01431.

There will be an opportunity for the public to ask questions. If there are any questions, please contact United Cultivation LLC at 508-962-8106.

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**NOTICE OF COMMUNITY OUTREACH MEETING**

**UNITED CULTIVATION LLC**

December 19, 2018 at 6pm

Ashby Free Public Library, 812 Main Street, Ashby, MA 01431  
Moulton Meeting Room

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

If there are any questions, please contact United Cultivation LLC at 508-962-8106.

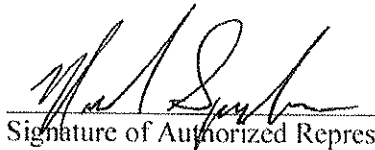


## Host Community Agreement Certification Form

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).

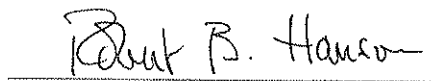
### Applicant

I, Michael Spengler, (*insert name*) certify as an authorized representative of United Cultivation, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Ashby, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 17th, 2019 (*insert date*).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Bob Hanson, Town Administrator, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Ashby, MA (*insert name of host community*) to certify that the applicant and Town of Ashby, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 17th, 2019 (*insert date*).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

United Cultivation, LLC

# Host Community Compliance

Revised  
11-10-2019

### **Plan to Remain Compliant with Local Zoning Codes & Ordinances**

The proposed location of 601-603 Fitchburg State Road, Ashby, MA is a compliant location in the Industrial Zone by way of The Town of Ashby By-Laws. However, permitting for marijuana establishments does require approval via the “special permit” process defined below.

The special permit process begins with a Zoning Board of Appeals Hearing Application and a Special Permit Application that is submitted to the Zoning Board of Appeals for review.

Upon approval of Special Permit, United Cultivation would then be subject to all applicable local and state law compliance as it relates to the completion of our establishment via departmental permitting guidelines included, but not limited to, building permit, electrical permit, plumbing and gas permit, fire permit, health department inspection and certificate of occupancy permitting.

Once approved and exercised, Special Permits in the Town of Ashby to not expire or need to be renewed.

### **Town of Ashby Local Licensing Requirements for Adult-Use Marijuana Establishments**

**Zoning By-Law 8.2.5 Marijuana Establishment.** A maximum of one (1) Marijuana Establishment may be located in the Industrial Zoning District subject to approval of a special permit by the Zoning Board of Appeals. Marijuana social consumption shall not be permitted. All special permits shall be subject to Section 12.3 (“Special Permits”), Paragraph 12.3.3 (“Requirements, Marijuana Establishments and Registered Marijuana Dispensaries.”)

All Marijuana Establishments shall be located a minimum of 500 (five hundred) feet from any existing or proposed public or private school. All Marijuana Establishments shall be licensed by the State, meet all applicable

**12.3.3 Special Permit Requirements, Marijuana Establishments.** Prior to the start of site work, construction activities, or start of operation, the special permit issued by the Zoning Board of Appeals must be recorded at the Middlesex County Registry of Deeds and proof of recording provided to the Building Inspector.

**Applications.** All applications for special permits shall include the following, with the number of copies sufficient for Zoning Board of Appeals members and Town departments:

- a) A completed special permit application form and associated check;
- b) A complete copy of the submitted application for a license from the State of Massachusetts as a Marijuana Establishment under 935 CMR 500;
- c) An executed Host Community Agreement as required under 935 CMR 500.101;
- d) A site plan showing new construction, if any, and all paved areas such as driveways and parking, lighting and fencing; intended screening/landscape buffers; the boundaries of any proposed outdoor growing area(s) and how they will be identified on the ground;
- e) A narrative describing the management and general operation of the facility, including: the proposed hours of operation; the amounts and types of fertilizers, pesticides and herbicides to be used and maintained on the site and how they will be stored and disposed of; the method of water recycling; the method of waste material disposal; the type and intensity of noise generated, and a description of anticipated odors;

- f) A lighting plan including photometrics;
- g) A security plan;
- h) A fire protection plan, and
- i) A list of other federal, state and local approvals required for the Marijuana Establishment.

At the discretion of the Zoning Board of Appeals, the following may also be required:

- a) Elevations of proposed buildings;
- b) A plan or diagram of proposed signage, and
- c) The Zoning Board of Appeals may have additional requirements for material to be submitted with special permit applications.

**Granting of Special Permits.** The Zoning Board of Appeals shall be the special permit granting authority for special permits for Marijuana Establishments.

- a) Prior to approval of the special permit, the Zoning Board of Appeals shall make a finding that the proposed use is not offensive nor detrimental to the area, and does not adversely affect the natural or human environment, including wetlands, water resources, stormwater, soils, noise, odors, lighting, visual aesthetics, traffic, or the safety and welfare of the residents of the Town.
- b) The following condition shall be included in all special permits for Marijuana Establishments, where retail sales to the general public are not permitted under this Bylaw, or are prohibited by State law:
- c) Sales, gifts or delivery of marijuana or marijuana products to the general public shall be prohibited.
- d) Upon conclusion of the work, the applicant shall provide an as-built plan with certification from a Massachusetts Licensed Professional Engineer that all work is in conformance with the approved plan and setting forth deviations, if any exist.
- e) The Zoning Board of Appeals may add other conditions to the special permit as deemed appropriate to protect the natural and human environment.

## Michael Spengler

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**From:** Michael Spengler  
**Sent:** Tuesday, April 4, 2023 8:51 AM  
**To:** Town Administrator  
**Subject:** Municipal Cost Documentation Request: UC Cultivation, LLC

Good afternoon,

This message is to serve as a request to the Town of Ashby as it relates to detail on the costs that the Town has incurred as a result of the UC Cultivation, LLC establishment operating in your Town. This request is part of our annual license review process for our Cultivation license and the information provided will be shared with the Cannabis Control Commission. If you have any questions, please let me know. I appreciate your review of this request in a timely manner.

Sincerely,

Mike Spengler



**Michael Spengler**

United Cultivation, LLC

**Phone** 978-384-2616 x2001 **Mobile** 978-866-1154

**Web** [www.unitedcult.com](http://www.unitedcult.com) **Email**

[mike@unitedcult.com](mailto:mike@unitedcult.com)

601-603 Fitchburg State Road, Ashby, MA 01431



**UC Cultivation, LLC  
601 Fitchburg State Road  
Ashby, MA 01431**

**April 25, 2023**

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

To Whom It May Concern:

This letter is to serve as an attestation that no response was received from the Town of Ashby as it relates to our request, dated April 4, 2023, for detail pertaining to any municipal costs incurred as a result of UC Cultivation, LLC operating in Ashby.

If a response is received subsequent to this attestation, we will provide it to the Cannabis Control Commission immediately.

Thank you for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Spengler". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael Spengler, CEO  
UC Cultivation, LLC

## Plan to Positively Impact Areas of Disproportionate Impact

Although our business will not directly reside in an area of disproportionate impact, it is the desire of United Cultivation to develop a plan that will provide positive impact with a focus on past or present residents of the City of Fitchburg, MA, as they are the closest city identified by the Cannabis Control Commission.

## Goals

1. Reduce the barriers to entry in the commercial adult-use cannabis industry for the residents of Fitchburg, MA by having at least 15% of our employees residing in this or other area of disproportionate impact.
2. Provide business assets towards endeavors in Fitchburg, MA that will have a positive impact on the members of its community.

## Programs

1. Host **at least 50%** of our job fairs in the City of Fitchburg, MA, per year, to complement our hiring initiatives. Job fairs will be advertised locally in the Fitchburg, MA-based Sentinel & Enterprise newspaper. We expect to participate in three to four job fairs per year.
2. Host a **minimum of two (2)** support drives (clothing, food, etc) and fundraisers at the United Cultivation, LLC facility to benefit Ginny's Helping Hand, Inc, a 501c3 charitable organization located at 52 Mechanic Street in Leominster, MA (<http://www.ginnyshelpinghand.org>). In addition to supporting a framework of area food pantries, Ginny's Helping Hand also provides services to many residents of Fitchburg, MA through its distribution of clothing, fuel assistance, shelter assistance and home items to those in need.

Ginny's Helping Hand is a key contributor to Our Father's Table soup kitchen located at 40 Boutelle Street in Fitchburg, MA and Fitchburg residents make up their second largest demographic of contributed resources.

*(United Cultivation has met and discussed our Positive Impact Plan with Executive Director Susan Chalifoux Zephir and Assistant Manager Brandon Robbins and they have confirmed their ability and desire to accept support from United Cultivation LLC's program efforts. See attached email for confirmation of willingness to work with United Cultivation, LLC)*

## Plan Review Timeline

United Cultivation, LLC acknowledges that the progress toward, or success of, this plan must be, at a minimum, formally documented to the Cannabis Control Commission on an annual basis and will be a required condition of the annual license renewal process. United Cultivation, LLC will provide its first documented review of our plan just prior to the one-year anniversary of our provisional licensure, even if we have not yet attained final license.

## Plan Measurement Criteria

**Disproportionate Impact Review:** Calculated by dividing the numbers of employees residing in the Cities of Fitchburg, MA, Lowell, MA and Worcester, MA by the total number of employees of United Cultivation, LLC.

**Job Fair Metric Review:** Calculated by dividing Fitchburg, MA-based job fairs by total number of conducted job fairs hosted in calendar year.

**Support Drive Metric Review:** Documented by charitable donation receipts from Ginny's Helping Hand, Inc.

In addition to tracking and documenting the number of employees hired, retained, and promoted from disproportionate impact areas, United Cultivation will use the below log to capture all activities associated with our Positive Impact Plan.

POSTIVE IMPACT PLAN LOG							
DATE OF EVENT	LOCATION OF EVENT	UNITED CULTIVATION PARTICIPANTS	ITEMS COLLECTED	MONEY RAISED	DATE OF DONATION	ENTITY DONATED TO	ENTITY REPRESENTATIVE NAME & CONTACT INFO
DATE OF JOB FAIR	LOCATION OF EVENT	UNITED CULTIVATION PARTICIPANTS	NAME OF APPLICANTS	ADDRESS OF APPLICANTS	APPLICANT HIRED (Yes or NO)	COMMENTS	

## Acknowledgements

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

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





**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**  
 6173836000

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001357059

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

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

No. and Street: 601-603 FITCHBURG STATE ROAD  
 City or Town: ASHBY State: MA Zip: 01431 Country: USA

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

No. and Street: 601-603 FITCHBURG STATE ROAD  
 City or Town: ASHBY State: MA Zip: 01431 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:**

ENGAGED IN THE CULTIVATION, MANUFACTURING AND RETAIL AND MEDICINAL SALES OF CANNABIS PRODUCTS AND ANY LAWFUL ACTIVITIES CONSISTENT THEREWITH. THE ENTITY WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF CANNABIS OR ANY OTHER RELATED REGULATED PRODUCT UNTIL LICENSED TO DO SO BY THE CANNABIS CONTROL COMMISSION.

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

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

Name: ROBERT L. ALLEN, ESQUIRE  
 No. and Street: LAW OFFICES OF ROBERT L. ALLEN  
300 WASHINGTON STREET  
 City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

I, ROBERT L. ALLEN, JR. 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 First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MICHAEL SPENGLER	601-603 FITCHBURG STATE ROAD ASHBY, MA 01431 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.**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MICHAEL SPENGLER	601-603 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL SPENGLER	601-603 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of November, 2018,**  
ROBERT L. ALLEN, JR  
*(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:

November 30, 2018 12:42 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*

## **OPERATING AGREEMENT UNITED CULTIVATION, LLC**

AGREEMENT dated to be effective as of the 26<sup>th</sup> day of November, 2018, among the persons identified as Members in Schedule 1 hereto and the person identified as Manager in Schedule 1 hereto.

Whereas, United Cultivation, LLC (the "LLC") has been formed as a limited liability company under Chapter 156C of the Massachusetts General Laws by the filing on November 29, 2018, a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts ("the Certificate"); and

Whereas, the Manager and the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

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 Managers have or shall file the Certificate and such other documents as are appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein. By the Approval of the Manager, the LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. By the Approval of the Manager, the LLC may from time to time change its name, its resident agent for service of process, the location of its registered office and/or any other matter described in the Certificate; provided, however, that a change in the general character of the business of the LLC shall require the Approval of the Manager and the consent of the Members. The Manager shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

**1.02. Powers.** Subject to all other provisions of this Agreement, in furtherance of the conduct of the business described in the Certificate, the LLC is hereby authorized:

(a) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies, whether as a Members or Managers, contracts with Affiliated Persons, and including guarantees and joint venture, limited and general partnership agreements, contracts establishing business arrangements or organizations, and leases,



necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens.

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens.

(c) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts and/or the laws of such jurisdiction were said activities are being carried on or performed.

(e) To take any other action not prohibited under the Act or other applicable law.

**1.03. Designation Of Managers.** Michael Spengler is hereby designated as the Manager of the LLC. Except as provided in Section 7.05, any Person may be designated as a Manager at any time by the Approval of the then Manager(s) with the Consent of the Members and the Managers may appoint any one Manager to act on the others behalf. A Manager's status as a Manager may be terminated at any time when there is at least one other Manager by the Approval of such other Managers with the Consent of the Members. No Manager may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager except after (sixty) 60 days notice to all Members. If a Manager has given such notice, such Manager shall not unreasonably withhold his, her or its Approval of any proposed new Manager who has the Consent of the Members.

## **ARTICLE II**

### ***Capital Contributions And Liability Of Members***

**2.01. Capital Accounts.** A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

#### **2.02. Capital Contributions.**

(a) On the date of this Agreement, each of the Members has made a Capital Contribution to the LLC as set forth opposite his, her or its name in Schedule A.

(b) Except as set forth in Article III, no Member or Manager shall be entitled, obligated or required to make any Capital Contribution in addition to his, her or its Capital Contribution made under section 2.02(a), or any loan, to the LLC. No loan made to the LLC by any Member or Manager shall constitute a Capital Contribution to the LLC for any purpose.



**2.03. No Withdrawal Of Or Interest On Capital.** No Member shall have the right to resign and receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his, her or its Capital Contribution or Capital Account, or any other distribution, except as provided in Sections 4.01, 4.02 and 8.02. No Member shall have any right to demand and receive property of the LLC in exchange for all or any portion of his, her or its Capital Contribution or Capital Account, except as provided in Sections 4.02 and 8.02 upon dissolution and liquidation of the LLC. No interest or prior or preferred return shall accrue or be paid on any Capital Contribution or Capital Account or any loan from a Member or Manager to the LLC, except pursuant to Sections 3.01, 4.01, 4.02 and 8.02.

**2.04. Managers as a Member.** A Manager may hold an interest in the LLC as a Member.

**2.05. Members.** The initial Class A Members are the persons identified as such in Schedule 1 hereto. Subject to the limitations set forth in this Section 2 and Section 7.01 and 8.01, the Managers shall have the right to admit additional class of Members, namely Class B Members, subject to the terms and conditions deemed appropriate by the Managers. Except as specifically provided in this Agreement, the rights and obligations of Class A Members and Class B Members shall be the same.

**2.06. Additional Members.** Except as provided in Section 7.01, additional Members may be admitted only with the Consent of the Members. Any such additional Member shall evidence his or her or its agreement to be bound by the terms of this Agreement in such manner as the Managers may require.

**2.07. Liability Of Members.** No Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

### **ARTICLE III** *Additional Capital*

#### **3.01. Funding Capital Requirements.**

(a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lenders, including Managers and Members, and on such terms and conditions as are Approved by the Managers.

(b) No Member or Manager shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Members or Managers, nor shall any Member or Manager be obligated to make any Capital



Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business. A Member may, however, make additional Capital Contributions to the LLC with Consent of the Members.

**3.02. Third Party Liabilities.** The provisions of this Article III are not intended to be for the benefit of any creditor or other Person (other than a Member in his, her or its capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

#### **ARTICLE IV**

##### *Distributions; Profits And Losses*

#### **4.01. Distribution Of LLC Funds.**

(a) Except as provided in Section 4.02, Section 4.09, and Section 4.10, all moneys received by the LLC, which are determined by Approval of the Managers to be available for distribution, shall be distributed to the Members in the proportions set forth in 'Distribution Interest' in Schedule A; provided, however, that said distribution shall be reduced by the amount of any prior distributions made to any Member. The Managers and Members recognize and agree that the Distribution Interest may be different from and greater or less than the Capital Contribution and/or Percentage Interest, and that such differences in the amounts are intended to provide for compensation to the Managers and Members for goods and services provided by them to the LLC.

(b) In the event there is no 'Distribution Interest' set forth in Schedule A, then distribution to Members shall be as follows:

- (i) First, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and
- (ii) Second, the balance to the Members in proportion to their respective Percentage Interests.

**4.02. Distribution Upon Dissolution.** Proceeds from a Terminating Capital Transaction and amounts available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, and liquidation of any remaining assets of the LLC, shall be distributed and applied in the following priority:

- (i) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Managers,



provided that, upon the expiration of such period of time as the Managers by Approval of the Members shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section 4.02; and

- (ii) Second, to the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (A) all other LLC transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction, and loss) and (B) such Terminating Capital Transaction).

**4.03. Distribution Of Assets In Kind.** No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by Approval of the Managers. Any Member entitled to any interest in such assets shall, unless otherwise determined by Approval of the Managers, receive separate assets of the LLC and not an interest as tenant-in-common, with other Members so entitled, in each asset being distributed.

**4.04. Required Regulatory Allocations.**

**(a) Limitation On And Reallocation Of Losses.** At no time shall any allocations of Losses, or any item of loss or deduction, be made to a Member if and to the extent such allocation would cause such Member to have, or would increase the deficit in, any Adjusted Capital Account Deficit of such Member at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more Members pursuant to the preceding sentence, such Losses shall be allocated to the Members to which such losses or items may be allocated without violation of this Section 4.04(a).

**(b) Minimum Gain Chargeback.** If there is a net decrease in the Minimum Gain of the LLC during any fiscal year, then items of income or gain of the LLC for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated to each Member in an amount equal to such Member's share of the net decrease in the Minimum Gain, determined in accordance with Regulations Section 1.704-2(d)(1). A Member's share of the net decrease in the Minimum Gain of the LLC shall be determined in accordance with Regulations Section 1.704-2(g). The items of income and gain to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(2)(i).

**(c) Nonrecourse Deductions.** Nonrecourse Deductions for any fiscal year or other period (not including any Partner Nonrecourse Deductions allocated pursuant to Section 4.04(d)) shall be allocated among the Members in proportion to their respective Percentage Interests. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the LLC, within the meaning of Regulations Section 1.752-3(a)(3), each Member's interest in LLC profits shall be equal to his, her or its 'Distribution Interest' as set forth in Schedule A; provided, however, that



in the event there is no Distribution Interest set forth in Schedule A, then each Member's interest in LLC profits shall be equal to his, her or its Percentage Interest. The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

**(d) Partner Nonrecourse Deductions.** Any Partner Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the nonrecourse liability, as determined and defined under Regulations Section 1.704-2(b)(4) to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

**(e) Partner Minimum Gain Chargeback.** Notwithstanding any contrary provisions of this Article IV, other than Section 4.04(b) above, if there is a net decrease in Partner Minimum Gain attributable to Partner Nonrecourse Debt during any fiscal year, then each Member who has a share of such Partner Minimum Gain, determined in accordance with Regulations Section 1.704-2(i), shall be allocated items of income and gain of the LLC, determined in accordance with Regulations Section 1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such Member's share of the net decrease in such Partner Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(3) and 2(i)(5).

**(f) Qualified Income Offset.** If any Member unexpectedly receives an item described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to each such Member in an amount and manner sufficient to eliminate, as quickly as possible and to the extent required by Regulations Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Member, provided that an allocation pursuant to this Section 4.04(f) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 4.04(f) were not in the Agreement.

**(g) Basis Adjustment.** To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to either of Code Sections 734(b) or 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

**(h) Gross Income Allocation.** In the event any Member has a Capital Account deficit at the end of any LLC fiscal year, which is in excess of the sum of the items to be credited to a Member's Capital Account under clause (a) of the definition of Adjusted Capital Account Deficit, then each such Member shall be allocated items of income and



gain in the amount of such excess as quickly as possible provided that an allocation pursuant to this Section 4.05(h) shall be made if and only to the extent that such Member would have a Capital Account deficit in excess of such sum after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.04(h) were not in this Agreement. As among Members having such excess if there are not sufficient items of income and gain to eliminate all such excesses, such allocations shall be made in proportion to the amount of any such excess.

**(i) Managers Share.** Any other provision of this Agreement notwithstanding, the Managers in the Managers' capacity as a Member shall at all times have allocated and distributed to them not less than an aggregate of one percent (1%) of each item of income, gain, loss, deduction and credit allocated or distributed hereunder.

**4.05. Curative Allocations.** The allocations set forth in Section 4.04 are intended to comply with certain requirements of Regulations Sections 1.704(b) and 1.704-2 and shall be interpreted consistently therewith. Such allocations may not be consistent with the manner in which the Members intend to divide LLC distributions and to make Profit and Loss allocations. Accordingly, by Approval of the Managers other allocations of Profits, Losses and items thereof shall be divided among the Members so as to prevent the allocations in Section 4.04 from distorting the manner in which LLC distributions will be divided among the Members pursuant to Section 4.01 and 4.02 hereof. In general, the Members anticipate that this will be accomplished by specially allocating other Profits, Losses and items of income, gain, loss and deduction among the Members so that the net amount of allocations under Section 4.04 and allocations under this Section 4.05 to each such Member is zero. However, the Managers shall have discretion to accomplish this result in any reasonable manner.

**4.06. Allocation Of Profits And Losses.**

**(a)** After given effect to the allocations set forth in Sections 4.04 and 4.05, Profits shall be allocated in the following order and priority:

**(i)** First, to the extent Losses have previously been allocated pursuant to clauses (ii) or (iii) of Section 4.06(b) for any prior period, Profits shall be allocated to the members first to offset any Losses allocated pursuant to said clause (iii) of Section 4.06(b), and then to offset any Losses allocated pursuant to said clause (ii) of Section 4.06(b), (in each case pro rata among the Members in proportion to their shares of the Losses to be offset under such clause), and to the extent any allocations of Losses are offset pursuant to this clause First, such allocations of Losses shall be disregarded for purposes of computing subsequent allocations pursuant to this clause First; and

**(ii)** Second, any remaining Profits shall be allocated among the Members in proportion to their respective Distribution Interests as set forth in Schedule A; provided, however, that in the event there is no Distribution Interest set forth



in Schedule A, then any remaining Profits shall be allocated among the Members in proportion to their respective Percentage Interests.

(b) After giving effect to the allocations set forth in Section 4.04 and 4.05, Losses shall be allocated in the following order and priority:

- (i) First, to the extent Profits have previously been allocated pursuant to clause (ii) of Section 4.06(a) for any prior period, Losses shall be allocated to the Members first to offset any Profits allocated pursuant to said clause (ii) of Section 4.06(a), (in each case pro rata among the Members in proportion to their shares of the Profits to be offset under such clause), and to the extent any allocations of Profits are offset pursuant to this clause First, such allocations of Profits shall be disregarded for purposes of computing subsequent allocations pursuant to this clause First;
- (ii) Second, Losses shall be allocated among the Members in proportion to the respective amounts of their capital contributions until the cumulative Losses allocated pursuant to this clause (ii) of Section 4.06(b) are equal to the aggregate amount of all such capital contributions; and
- (iii) Third, any remaining Losses shall be allocated among the Members in proportion to their respective Percentage Interests.

**4.07. Tax Allocations And Book Allocations.** Except as otherwise provided in this Section 4.07, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Article IV.

In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its Book Value, such allocation to be made by Approval of the Managers in any manner which is permissible under said Code Section 704(c) and the Regulations thereunder and the Regulations under Code Section 704(b).

In the event the Book Value of any property of the LLC is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such property shall take into account any variation between the adjusted basis of such assets for federal income tax purposes and its Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.

Allocations pursuant to this Section 4.07 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing,



any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

#### **4.08. General Allocation And Distribution Rules.**

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by Approval of the Managers using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, gain, loss, and deduction shall be allocable among the Members in the same proportions as the profits or Losses for the fiscal year in which such item is included is allocated.

(b) Upon the admission of a new Member or the Transfer of an interest, the new and old Members or the transferor and transferee shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new or transferred LLC interest was held by the new and old Members, or the transferor, and transferee, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i) such admission or Transfer shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the LLC shall close its books on an interim basis on the last day of the previous calendar month.

**4.09. Tax Withholding.** If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 4.09 shall be repaid by such Member to the LLC within thirty (30) days after the Managers, acting by Approval, give notice to such Member making demand therefor. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said thirty (30) day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts from any LLC distributions that would otherwise be made to such Member.

**4.10. Distributions To Cover Members' Tax Liability.** The Managers shall, at a minimum, distribute to Members amounts intended to cover the potential federal, state or local tax obligations of such Members on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. For purposes of the



foregoing, such federal, state and local tax obligations of each Member shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any Member multiplied by each Member's Distribution Interest (or, if no Distribution Interest, then Percentage Interest) multiplied by the cumulative allocation to all Members of taxable income in excess of tax losses determined as described in the definition of 'Profits and Losses' without the adjustments listed therein, with the result reduced by the cumulative amount previously distributed pursuant to this Section 4.10. Partial distributions made to the Members pursuant to this Section 4.10 shall be made in proportion to their respective amounts calculated under the previous sentence. For purposes of applying Section 4.10 to subsequent distributions to the Members, distributions made pursuant to this Section 4.10 shall be disregarded and shall not be deemed to have been made pursuant to Section 4.01.

## ARTICLE V *Management*

**5.01. Management Of The LLC.** The overall management and control of the business and affairs of the LLC shall be vested in the Manager or, if there shall be more than one, in the Managers, acting by Approval of the Members. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote, and shall cause its officers and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the Managers of his, her or its duties, provided such Persons shall not be required to devote full time to such affairs. The Managers shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

(a) to manage the business of the LLC, including through Persons employed by the LLC for such purpose;

(b) to execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the Managers acting by Approval may deem necessary or desirable in connection with the management of the business of the LLC or for other purposes of the LLC;

(c) to acquire, sell, transfer, assign, finance, convey, lease, mortgage, hypothecate, or otherwise dispose of all or any part of the business of the LLC and/or all or any part of the assets of the LLC;

(d) to borrow money and otherwise obtain credit and other financial accommodations;

(e) to perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of



the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(f) to employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the Managers, acting by Approval may deem necessary or desirable;

(g) to appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Managers, acting by Approval, shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(h) to adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(i) to acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any Member and/or any Managers and/or any officers and/or directors of a Managers, including without limitation to provide the indemnity described in Section 5.05 or any portion thereof;

(j) to establish a record date for any distribution to be made under Article IV;  
and

(k) to perform any other act which the Managers, acting by Approval, may deem necessary or desirable for the LLC or its business.

**5.01.a. Limitations on Authority of Managers.** Notwithstanding the provisions of Section 5.01, the LLC through the Managers shall have no power or authority to take any of the following actions without the Consent the Members:

(a) Adopt a budget;

(b) Expend funds not authorized for expenditure by an approved budget;

(c) Expend or commit to expend funds in excess of \$25,000.00 for an single item or purpose;

(d) Borrow money;

(e) Lease, mortgage, sell, transfer, or dispose of all or substantially all of the LLC's assets;

(f) Merge with or consolidate into another business entity;



(g) Admit additional Members; or

(h) Sell, assign, license, or otherwise transfer proprietary technology of the LLC.

**5.02. Binding The LLC.** Any action taken by a Manager as a Manager of the LLC shall bind the LLC and any other Managers and shall be deemed to be the action of the LLC and of any other Managers. The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

**5.03. Compensation Of A Managers And A Member.** No payment shall be made by the LLC to any Managers or Member for such Managers or Member's services as a Managers or Member except as provided in this Agreement. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Managers in managing and conducting the business and affairs of the LLC. The Managers, acting by Approval, shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Managers and the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

**5.04. Contracts With Affiliated Persons.** With the Approval of the Managers and the Consent of the Members in each case, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member, Managers or Affiliated Person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith, it shall be conclusive absent manifest error.

**5.05. Indemnification.** Each Manager, and the officers, directors and shareholders of any Manager which is a corporation in accordance with applicable law and the articles of organization, by-laws and other governing documents of such corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them, by this Agreement, and/or for any act omitted to be performed except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a Manager, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the Managers to any liability to the Members except for gross negligence or willful misconduct.

**5.06. Other Activities.** The Members, Managers 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, including



serving as Managers of other limited liability companies and general partners of partnerships with purposes similar to those of the LLC. Neither the LLC nor any other Member or Managers shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

## **ARTICLE VI**

### *Fiscal Matters*

**6.01. Books And Records.** The Managers shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the LLC for examination and copying by any Member or Managers, or such Member's or Manager's duly authorized representative, at such Member's or Manager's reasonable request and at such Member's or Manager's expense during ordinary business hours. A current list of the full name and last known address of each Member and Manager, a copy of this Agreement, any amendments thereto and the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC required by Section 5 of the Act. Within one hundred twenty (120) days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at such Member's own expense, cause an audit or review of the LLC books to be made by a certified public accountant of such Member's own selection.

**6.02. Bank Accounts.** Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Approval of the Managers, and withdrawals shall be made and other activity conducted on such signature or signatures as shall be Approved by the Managers.

**6.03. Fiscal Year.** The fiscal year of the LLC shall end on last day of December of each year.

**6.04. Tax Matters Partner.** The Managers is hereby designated as the "tax matters partner." At any time and from time to time if there is more than one Managers which is eligible under the Code to be a "tax matters partner," a "tax matters partner" may be designated by the Approval of the Managers. The "tax matters partner" is hereby authorized to and shall perform all duties of a "tax matters partner" under the Code and shall serve as "tax matters partner" until such Manager's resignation or until the designation of such Manager's successor, whichever occurs sooner.



**ARTICLE VII**  
*Transfers of Interests*

**7.01. General Restrictions On Transfer.**

(a) No Member may Transfer all or any part of such Member's interest as a Member of the LLC or otherwise withdraw from the LLC except as provided in Section 7.02 or with the Approval of the Managers, which may be withheld for any reason or for no reason.

(b) Every Transfer of an interest as a Member of the LLC permitted by this Article VII, including without limitation Transfers permitted by Sections 7.01(a), 7.02, 7.03, 7.04, shall nevertheless be subject to the following:

- (i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Managers, acting by Approval, may require as a condition of any Transfer that the transferor assume all costs incurred by the LLC in connection therewith and furnish an opinion of counsel, satisfactory to the LLC both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.
- (ii) The Managers shall require, as a condition to the admission to the LLC as a Member of any transferee who is not otherwise a Member, that such transferee demonstrate to the reasonable satisfaction of the Managers that such transferee is not then under indictment and has not at any time been convicted of a felony and either is a financially responsible Person or has one or more financially responsible Persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on such transferee's behalf. In addition, a transferee of an interest pursuant to Section 7.02 or Section 7.03, who is not otherwise a Member, shall not be admitted to the LLC as a Member without the Approval of the Managers, which may be withheld for any reason or for no reason, and such a transferee who is not so admitted need not be recognized by the LLC for any purpose and shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.
- (iii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the LLC shall be transferred if, by reason of such Transfer, the classification of the LLC as an LLC for federal income tax purposes would be



adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the Managers. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose, and the transferee shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(v) Upon the admission or withdrawal of a Member, this Agreement (including without limitation Schedule A hereto) and/or the Certificate shall be amended appropriately to reflect the then existing names and addresses of the Members and Managers and their respective Percentage Interests and/or Distribution Interests.

(c) A transferor of an interest as a Member of the LLC shall, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer (unless such transferor affirmatively assumes liability as provided in Section 7.01(b)(ii)).

(d) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transaction set forth in this Agreement.



**7.02. Permitted Transfers.** The following Transfers shall be permitted without the Approval of the Managers otherwise required under Section 7.01(a) above, but such permitted Transfers shall in any event be subject to Sections 7.01(b)-(e) hereof:

(a) An interest as a Member of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a Member of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or Member(s) of the Immediate Family of the transferring Member.

**7.03. Right Of First Refusal.**

(a) A Member may Transfer the whole or any portion of such Member's interest as a Member of the LLC without the Approval of the Managers otherwise required under Section 7.01(a) above (and such Transfer shall be a permitted Transfer in addition to those permitted under Section 7.02 and shall in any event be subject to Sections 7.01(b)-(e) hereof) if such Member (the "Offering Member") first obtains a Bona Fide Offer for the purchase of the entire interest to be Transferred and makes the interest which is the subject of the Bona Fide Offer available to the other Members on a first refusal basis upon the same terms and provisions as set forth in such Bona Fide Offer, in the manner hereinafter set forth.

(b) The Offering Member shall furnish a true and complete copy of the Bona Fide Offer to each other Member, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto, and the other Members shall have a period of sixty (60) days thereafter within which to elect, by written notice to the Offering Member (the "Exercise Notice"), to purchase the entire interest to be Transferred at the price (the "Purchase Price") and upon the terms set forth in the Bona Fide Offer. Each Exercise Notice shall contain a statement of the maximum percentage of the Offering Member's interest which the Member giving such notice wishes to purchase, and if such amounts do not total at least one hundred percent (100%) of the Offering Member's interest which is the subject of the Bona Fide Offer, then no Member shall have the right to purchase any interest of the Offering Member.

(c) If there shall be a dispute as to the amount of the Offering Member's interest which any Member(s) may purchase pursuant to Section 7.03(b), each Member participating in any such purchase (a "Purchasing Member") shall be entitled to purchase a pro rata amount of the Offering Member's interest based upon the Percentage Interest of such Purchasing Member in relation to the aggregate Percentage Interests held by all Members participating in such purchase, unless the Purchasing Members agree to purchase such interest based upon an allocation other than such pro rata allocation.



(d) If the interest of the Offering Member is being purchased by one or more Purchasing Members, the closing shall take place at the principal office of the LLC on the date specified for such closing, and as otherwise specified, in the Exercise Notice of the Purchasing Member who is purchasing the largest portion of such interest (which date shall not be earlier than ten (10) nor more than thirty (30) days after the delivery of such Exercise Notice to the Offering Member). At the closing, the Purchase Price shall be paid by the Purchasing Members upon the terms set forth in the Bona Fide Offer and the Offering Member shall execute and deliver such instruments as may be required to vest in the Purchasing Members (or the designee or designees thereof) the interest to be sold free and clear of all liens, claims and encumbrances. The Purchasing Members shall have the right to continue the business of the LLC after the closing and shall have the right to use any names used by the LLC in connection with its business. All information, trade secrets or confidential financial or other data of the LLC shall be the property of the LLC, and the Offering Member shall not disclose or use to the detriment of the Purchasing Members any confidential information, trade secrets or confidential financial or other data of the LLC; provided, however, that the Offering Member may make such disclosures as such Offering Member reasonably believes may be required by law, regulation, or rule of any governmental authority or any court order or other legal process.

(e) If the interest of the Offering Member shall not be purchased by Purchasing Member(s) as aforesaid, the Offering Member may sell such interest to the maker of the Bona Fide Offer, but only upon the terms and provisions originally set forth in the Bona Fide Offer, provided such sale satisfies the following requirements:

- (i) Such sale is concluded within one hundred twenty (120) days after the delivery to the offer of the Bona Fide Offer; and
- (ii) The maker of the Bona Fide Offer shall enter into a valid and binding agreement the effect of which will be that any interest in the LLC which is so Transferred shall continue to remain subject to the provisions of this Agreement with the same force and effect as if such Person had originally been a party hereto.

#### **7.04. Special Rules For Managers.**

(a) Sections 7.01, 7.02(a), 7.03, 7.05 and this Section 7.04, but not Section 7.02(b), shall apply to a Manager's interest as a Member in the LLC.

(b) No Manager who is also a Member may resign from, retire from, abandon or otherwise terminate such Manager's status as a Manager unless there is then at least one other Manager who is also a Member.

**7.05. Continuation Of The LLC.** Notwithstanding a Transfer or other withdrawal from the LLC of a Member who is also a Manager, as to all of such Member's interest as a Member, the LLC shall not be dissolved and its affairs shall not



be wound up, and it shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members, acting by Consent within ninety (90) days thereafter, elect to continue the LLC and the business of the LLC and appoint, as of the date of such Transfer or withdrawal, one or more new such Manager.

## **ARTICLE VIII**

### *Dissolution And Termination*

**8.01. Events Causing Dissolution.** The LLC shall be dissolved and its affairs wound up upon:

(a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by Approval of the Managers, a determination is made not to distribute any such non-cash items to the Members;

(b) A Transfer or other withdrawal of a Member who is also a Manager, as to all of such Member's interest as a Member, if there is no election pursuant to Section 7.05, to continue the LLC;

(c) The election to dissolve the LLC made in writing by the Approval of the Manager with the Consent of the Members;

(d) Any consolidation or merger of the LLC with or into any entity in which the LLC is not the resulting or surviving entity; or

(e) Upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution or occurrence of any other event which terminates the Membership of a Member, except as provided in Section 8.01(b).

(f) Unless otherwise stated in this Agreement, all Membership Interest of all Classes shall be diluted on a Pro Rata Basis, including, without limitation, a dilution resulting from a public or private offering.

**8.02. Procedures On Dissolution.** Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Managers acting by Approval, or if none, a liquidator elected by the Consent of the Members shall liquidate



the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02 of this Agreement, and cause the cancellation of the Certificate.

## **ARTICLE IX**

### *General Provisions*

**9.01. Notices.** Any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

**9.02. Word Meanings.** The words such as “herein”, “hereinafter”, “hereof”, and “hereunder” refer to this Agreement as a whole and not merely to 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.

**9.03. Binding Provisions.** Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

**9.04. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

**9.05. Counterparts.** This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

**9.06. Separability Of Provisions.** Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

**9.07. Section Titles.** Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.



**9.08. Amendments.** Except as otherwise specifically provided herein, including without limitation in Section 7.01(b)(v), this Agreement may be amended or modified only with the Approval of the Managers and the Consent of the Members. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of Members, with the Approval of the Managers and the Consent of the Members. Except as provided in Section 7.03, no Member shall have any preemptive, preferential or other right with respect to the issuance or sale of any Member interests or any warrants, subscriptions, options or other rights with respect thereto.

**9.09. 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.

**9.10. Waiver of Partition.** Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, unless otherwise expressly authorized in this Agreement, each Member agrees that such Member shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and such Member's successors and assigns) accepts the provisions of the Agreement as such Member's sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to such Member's interest, in or with respect to, any assets or properties of the LLC; and each Member agrees that such Member will not petition a court for the dissolution, termination or liquidation of the LLC.

**9.11. Survival Of Certain Provisions.** The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.06 and 5.05. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 9.12 and to specific nonsurviving provisions.

## **ARTICLE X**

### **Definitions**

The following defined terms used in this Agreement shall have the meanings specified below:

“Accountants” means such firm of independent certified public accountants as may be engaged from time to time by the LLC.

“Act” means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

- (a) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

- (b) debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Adjusted Capital Contribution” means a Member’s capital contribution to the LLC reduced by all distributions made to such Member under Section 4.01.

“Affiliated Person” or “Affiliate” means, with reference to a specified Person, any (i) Person who owns directly or indirectly ten percent (10%) or more of the beneficial ownership in such Person; (ii) one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (i); (iii) entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (i) and (ii) owns directly or indirectly ten percent (10%) or more of the beneficial ownership.

“Agreement” means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

“Approval” or “Approved” means the written consent or approval of the Managers or, if there is then more than one, of a majority of the Managers.

“Applicable Federal Rate” means the Applicable Federal Rate as that term is defined in Code Section 7872, whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury based on average market yields for relevant recent periods.



“Bankruptcy” means any of the following:

- (i) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty (30) days after such order, judgment or decree); or
- (ii) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition file against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of such Member’s properties or such Member’s interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or
- (iii) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Bona Fide Offer” means an offer which complies with the following conditions:

- (i) The offer shall be in writing and shall constitute an agreement legally binding on the offeror without any material conditions precedent or right on the part of the offeror to withdraw the offer within ninety (90) days;
- (ii) The offeror shall be a financially responsible Person;



(iii) The offer shall be for a purchase solely for cash payable all at the time of sale; and

(iv) The offeror shall be a Person who has no prohibited relationship with the Offering Members. A "prohibited relationship" is any relationship of any kind whereby any Offering Members (and/or any Affiliates of any Offering Members) directly or indirectly has, or will have after the closing of the transaction, a financial interest greater than ten percent (10%) in the offeror or the purchasing Person. For this purpose Affiliate shall include, in addition to the Persons specified in the definition thereof, as clause (iv) in such definition, all beneficial owners of the specified Person and all individuals related by blood or marriage to such beneficial owners.

"Book Value" means, with respect to any asset of the LLC, such asset's adjusted basis for federal income tax purposes, except that:

- (i) the initial Book Value of any asset contributed by a Member to the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing Member under this Agreement;
- (ii) the Book Value of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by Approval of the Managers, at and as of the following times:
  - (a) the acquisition of an additional or new interest in the LLC by a new or existing Member in exchange for other than a *de minimis* capital contribution by such Member, if the Managers acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;
  - (b) the distribution by the LLC to a Member of more than a *de minimis* amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the Managers acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;
  - (c) the liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and
- (iii) the Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis for such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant



to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (iii) to the extent that the Managers, acting by Approval, determines that an adjustment pursuant to clause (ii) hereof is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (iii).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (i), (ii) or (iii), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses, and the amount of the adjustment shall thereafter be taken into account as gain or loss from the distribution of such asset for purposes of computing Profits or Losses.

“Capital Account” shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Sections 704(b) and (c) of the Code. The Capital Account of each Member shall be:

- (i) credited with all payments made to the LLC by such Member on account of capital contributions (and as to any property other than cash or a promissory note of the contributing Member, the agreed (as between the Members) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such Member’s allocable share of Profits and items in the nature of income and gain of the LLC;
- (ii) charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a Member or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), and by such Member’s allocable share of Losses and items in the nature of losses and deductions of the LLC;
- (iii) adjusted simultaneously with the making of any adjustment to the Book Value of the LLC’s assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and
- (iv) otherwise appropriately adjusted to reflect transactions of the LLC and the Members.

“Capital Contribution” means the amount of cash and the value of any other property contributed to the LLC by a Member.

“Certificate” means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

“Class A Member” shall refer severally to the persons or entities named as Class A Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Class A Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. “Class A Members” shall refer collectively to the persons or entities named as Class A Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Class A Member as permitted by this Agreement.

“Class B Member” shall refer severally to the persons or entities named as Class B Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Class B Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. “Class B Members” shall refer collectively to the persons or entities named as Class B Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Class B Member as permitted by this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import.

“Consent” means the written consent or approval of one hundred percent (100%) in interest, based on Percentage Interests held as Members, of those Members entitled to participate in giving such Consent, and if more than one class of Members is so entitled then one hundred percent (100%) shall be so required with respect to each such class.

“Depreciation” means, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the Managers, but not less than depreciation allowable for tax purposes for such year.

“Distribution Interest” means the amount of cash and the value of any other property to be distributed to a Member by the LLC as set forth in Schedule A, as amended from time to time.

“Exercise Notice” shall have the meaning given in Section 7.03.



"Immediate Family" (i) with respect to any individual, means his ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individual with respect to whom the principal beneficiaries are Members of the Immediate Family.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constitute and amended.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

"Losses" shall have the meaning provided below under the heading "Profits and Losses."

"Managers" shall refer to the People named as Managers in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the LLC. "Manager" shall refer collectively to the People named as Managers in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the Partnership.

"Member" shall refer severally to the persons or entities named as Class A and Class B Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Class A or Class B Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the persons or entities named as Class A and Class B Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Class A or Class A Member as permitted by this Agreement.

"Minimum Gain" shall have the meaning given in Regulations Section 1.704-2(d).

"Nonrecourse Deductions" shall have the meaning given in Regulations Section 1.704-2(b)(1).

"Offering Member" shall have the meaning given in Section 7.03.

"Partner Minimum Gain" shall mean "Member nonrecourse debt minimum gain" as set forth in Regulations Section 1.704-2(i)(3).

“Partner Nonrecourse Debt” shall have the meaning given in Regulations Section 1.704-2(b)(4).

“Partner Nonrecourse Deductions” shall have the meaning given in Regulations Section 1.704-2(i)(2).

“Percentage Interest” shall be the percentage interest of a Member set forth in Schedule A, as amended from time to time.

“Person” means any natural person, partnership (whether general limited), limited liability company, trust, estate, association or corporation.

“Profits and Losses” means, for each year or other period, an amount equal to the LLC’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss, with the following adjustments):

- (i) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;
- (ii) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or loss;
- (iii) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the book value of such property, rather than its adjusted tax basis;
- (iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and
- (v) Any items which are separately allocated pursuant to Sections 4.05 and/or 4.06 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.



If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Pro Rata Basis" an allocation of the referenced distribution, payment or other item among a group of the Members which shall be proportional to said Members relative Percentage Interest.

"Purchase Price" shall have the meaning given in Section 7.03.

"Purchasing Member" shall have the meaning given in Section 7.03.

"Regulations" means the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

"Terminating Capital Transaction" means a sale or other disposition of all or substantially all of the assets of the Partnership.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

## **ARTICLE XI**

### ***Definitions***

#### **11.01 Deadlock Event.**

For the purposes of this Agreement, a Deadlock Event shall occur when the current Members are unable to agree upon the following:

- (a) The hiring or terminating of employees (including members), consultants, independent contractors providing professional services and their compensation basis; or
- (b) Expenditures of any nature in excess of Ten Thousand (\$25,000.00) Dollars; or

- (c) Distributions of Cash; or
- (d) Borrowing of funds from any source in excess of Twenty-Five Thousand (\$25,000.00) Dollars; or
- (e) Removal of a Manager; or
- (f) General disagreement with regard to the operation of the LLC.

Notwithstanding the foregoing, all decisions regarding operations of the business of the LLC regardless if considered Deadlock Events, shall be within the sole and absolute discretion of the Manager.

#### **11.02 Exercise of Rights.**

In the event that a Deadlock Event occurs, the Members shall endeavor to resolve the Deadlock by negotiation in good faith between the Members. Request for negotiation shall be in writing and negotiation efforts undertaken within ten (10) business days from such notice. If such negotiation and discussion fails, then a Member may request in writing to have the Deadlock Events and related issues mediated by a mutually agreed upon mediator. Within ten (10) business days from such notice, the Members shall meet to submit and mutually agree upon a Mediator. If the Members are unable to agree upon a Mediator, then the accountant and attorney then employed or primarily used by the LLC shall appoint such a Mediator. Once the Mediator is selected, the Mediator shall have ten (10) business days to meet and attempt to resolve the Deadlock. If the Mediator is unable to resolve the Deadlock then either Member may, in writing notify the other Member that the Member elects to sell his or her interest including capital in the LLC in accordance with this section of this agreement.

#### **11.03. Sale under Deadlock.**

The following is the procedure and price to be paid for the sale of a Members Interest resulting from a Deadlock event;

(a) The Member desiring to sell his or her Members Interest ("Offering Member") shall deliver to the other Member, a notice in writing of his or her intention to sell which such notice shall contain a price to be paid for his or her Members Interest ("Selling Notice");

(b) The non offering Member ("Non Offering Member") shall have thirty (30) days from the receipt of the Selling Notice to either (i) accept the price set forth in the Selling Notice and purchase the Members Interest of the Offering Member or (ii) elect to sell his or her Members Interest to the Offering Member for the same price set forth in the Selling Notice;



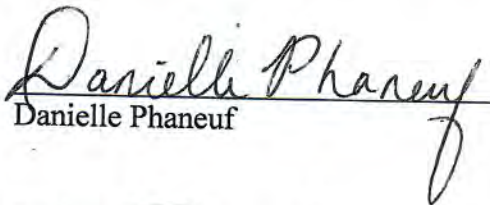
(c) If the Non Offering Member elects to sell his or her Members Interest to the Offering Member, the Offering must purchase the Non Offering Members Interest in thirty (30) days from the date of the Non Offering Members written election to sell;

(d) If the Non Offering Member elects to purchase the Offering Members Interest, then the Non Offering Member shall purchase the Members Interest within thirty (30) days from the date of such election.

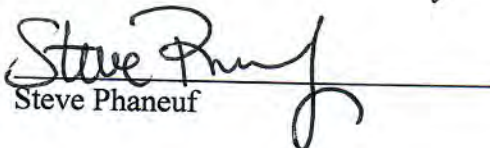
IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement for United Cultivation, LLC, under seal as of this 5<sup>th</sup> day of November, 2018.

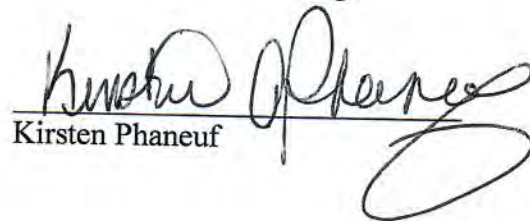
December

OP S.V.P. MVS

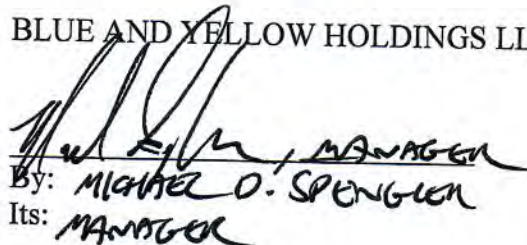
  
Danielle Phaneuf

  
Neil Phaneuf

  
Steve Phaneuf

  
Kirsten Phaneuf

BLUE AND YELLOW HOLDINGS LLC,

  
By: MICHAEL O. SPENGLER  
Its: MANAGER

**SCHEDULE 1**  
**LIST OF MEMBERS**  
**UNITED CULTIVATION, LLC**

**CLASS A MEMBERS**

<b>NAMES AND ADDRESSES OF MEMBERS/MANAGERS</b>	<b>PERCENTAGE INTEREST</b>	<b>DISTRIBUTION INTEREST</b>	<b>CAPITOL CONTRIBUTION</b>
<b>BLUE AND YELLOW HOLDINGS, LLC C/O UNITED STATES CORPORATIONS AGENTS, INC. 300 DELAWARE AVENUE, SUITE 210A WILMINGTON, DE 19804</b>	<b>33.33</b>	<b>33.33</b>	<b>\$1.00</b>
<b>NEIL AND KERSTIN PHANEUF 23 STATE ROAD STOW, MA 01775</b>	<b>33.33</b>	<b>33.33</b>	<b>\$1.00</b>
<b>STEVE AND DANIELLE PHANEUF 60 AMELIA WAY GROTON, MA 01450</b>	<b>33.33</b>	<b>33.33</b>	<b>\$1.00</b>



William Francis Galvin  
Secretary of the  
Commonwealth

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

November 8, 2019

TO WHOM IT MAY CONCERN:

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

**UNITED CULTIVATION, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 30, 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:  
**MICHAEL SPENGLER**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MICHAEL SPENGLER**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





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

mass.gov/dor

Letter ID: L1214263360  
Notice Date: November 14, 2019  
Case ID: 0-000-712-841



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UNITED CULTIVATION LLC  
PO BOX 966  
GROTON MA 01450-0966

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

The Commissioner of Revenue certifies that, as of the date of this certificate, UNITED CULTIVATION 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

United Cultivation, LLC

# Business Plan Brief

Revised  
4-16-2021



## Overview

United Cultivation, LLC was formed in November of 2018 as a privately-held, start-up company seeking to establish itself as a leader in the blossoming Massachusetts marijuana industry. United Cultivation is fully operational under its retail license # MR282633. As part of our multi-phased approach to achieving vertical integration, we are currently looking to renew our existing Provisional Licenses for our Cultivation operation (MC282106) and Product Manufacturing (MP281666). Our operational headquarters are located at 601-603 Fitchburg State Road in Ashby, MA and this is the site for all of our existing licenses.

## Mission

United Cultivation, LLC is a Massachusetts-based cannabis company that exists to accomplish three major goals:

1. Be the most preferred cannabis company for both our customers and wholesale partners.
2. Exceed our internal and external customer requirements through continuous improvement.
3. Provide a home for hardworking, dedicated, knowledgeable and ethical people who believe in this Company and this philosophy.

## Objectives

The objectives of United Cultivation, LLC are as follows:

- To establish United Cultivation as the most preferred, vertically integrated marijuana entity in the Commonwealth of Massachusetts within our first two years of operations.
- To develop a "best in class", scalable marijuana cultivation, product manufacturing, and retail business model that will match strong operational processes with the latest technological advancements in order to produce a consistent and predictable product yield of the highest possible quality.
- To expand our cultivation footprint to 100,000 square feet within the first 2.5 years of operations in order to become the leading wholesale supply chain partner to the recreational marijuana industry in the Commonwealth of Massachusetts.

## Keys to Success

The keys to success for United Cultivation are:

- Attaining Cultivator, Product Manufacturer, and Retail "commence operations" licensing from the Cannabis Control Commission within the Commonwealth of Massachusetts.
- Establishing and maintaining strong standard operational procedures to ensure predictable yield, product availability, and organizational efficiency.

- Successful onboarding of agents that can complement existing strengths of leadership and future team members.
- Embracing of performance analytics to ensure operational efficiencies and a continuous improvement mindset within business operations.
- Establishing and maintaining executable sales and marketing strategies to ensure service excellence for customer base expansion and retention.

### **Business Address Information**

Pertinent address information for United Cultivation's operations:

***Principal Office & Facility Address:***

601-603 Fitchburg State Road, Ashby, MA 01431

### **Facility Overview**

United Cultivation has entered into a lease agreement with Mountain Laurel Ashby LLC for our cultivation, product manufacturing and retail operations within the ~17,500 square foot building currently situated on the industrial parcel located at 601-603 Fitchburg State Road, Ashby, MA 01431.

*Exterior View:*



### **Host Community Agreement**

United Cultivation, LLC entered into a Host Community Agreement with the Town of Ashby on April 17, 2019.

### **Type of Licenses**

United Cultivation, LLC is currently licensed from the Cannabis Control Commission under the following designations:

- Marijuana Cultivator: MC282106
- Marijuana Product Manufacturer: MP281666
- Marijuana Retailer: MR282633

### **Marketing**



# UNITED CULTIVATION

The marketing and sales strategy of United Cultivation, LLC will center around the concept of this industry being “united” in its approach to educating consumers and demystifying the taboo that has long been associated with marijuana. Our logo will be the center of our marketing campaigns and it will serve as our unique identifying mark in the public realm.

Our strategies will be based on generating long-term personalized relationships with customers. In order to achieve that, we will ensure that we offer products at competitive prices and will ensure that we have wide range of supplies in stock. All marketing, advertising and packaging strategies for United Cultivation, LLC will be reviewed for compliance with 935 CMR 500.105 (4) Marketing & Advertising Requirements.



United Cultivation, LLC

# Restricting Access Plan

Revised  
2-24-2019

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

### **Purpose**

The purpose of this SOP is to provide guidance to employees on the overall restriction of access to persons age 21 and older protocols at the facility and the responsibility of employees working there.

### **Scope**

The scope of this SOP is for anyone working in the facility or for the company. Proper access to the facility is a paramount concern for our employees, our staff, and the public.

### **Prerequisites**

All employees working in the facility are required to have gone through initial training and mentoring that specifically includes all aspects of the restriction of access to persons age 21 and older at the facility.

### **Responsibilities**

Proper access to the facility is the direct responsibility of the Director of Security, who has a staff of security agents, but every employee is trained in specific aspects of the facility's access.

### **Procedure**

Under the Massachusetts 935 CMR 500.000: Adult Use of Marijuana law:

- "Consumer" is defined as a person who is at least 21 years of age.
- "Visitor" means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, to be on the premises of a Marijuana Establishment for a purpose related to Marijuana Establishment operations and consistent with the objectives of the Act and 935 CMR 500.000, provided, however, that no such individual shall be under 21 years of age.

### **On-Premises Verification of Identification**

Upon entry into the facility, by an individual, the individual's proof of identification shall be immediately inspected to determine the individual's age. An individual shall not be admitted to the premises unless it has first been verified that the individual is 21 years of age or older.

### **Enclosed, Locked Area**

Enclosed marked area means a closet, room, greenhouse, or other indoor or outdoor area equipped with locks or other security devices, which shall only be accessible to consumers 21 years of age or older.

## **Visitor Protocols**

Summary of visitor protocols:

- All vendors, contractors, state or local government representatives, and all others without permanent Complex-issued ID, are considered visitors.
- Before being permitted to enter the premises, all visitors shall provide proof of age and ID, included on an expected list of visitors or show official documentation of an unscheduled inspection or authority to perform such inspection and sign the visitor log on camera. The entry guard will verify that the name on the identification matches the name in the visitor log. Identification must contain a picture, date of birth, valid and not expired.
- All visitors or official visitors shall be escorted at all times.
- Escorting means within reasonable line of sight.
- A single employee may escort no more than five visitors.
- The escorting employee shall log all access by visitors to Limited Access Areas at the time of the access.
- Compensation may not be used as leverage for allowing visitors onsite.

## **References**

The facility director and the director of security maintain detailed security plans and schematics and are available at any time to answer any specific security questions.

## **Reporting**

Any incident involving a security matter must be logged and reported to the facility director, the director of security, and the board of directors.



United Cultivation, LLC

# Human Resources Procedures Overview

Revised  
2-24-2019

## **Human Resources & Personnel Policies**

In order to establish United Cultivation as a preferred employer in the emerging cannabis industry within Massachusetts, we recognize that we will need to garnish a strong employee engagement mindset while also providing advancement opportunities for those that share in our company vision. Our business is unique in the fact that our desire for vertical integration will lead to varied resource needs across our three distinctly different operational departments of cultivation, product manufacturing and retail. We also anticipate a gradual ramp in our employee head count as we bring the different aspects of our business plan to fruition.

### **New Employee Screening**

It is critical for the security of United Cultivation that only the most qualified, credible and talented people are hired to help avoid workplace theft, fraud or violence. It's equally important for United Cultivation to conduct background screening on any contingent workers, including cleaning crews, facilities maintenance workers, auditors and other contractors who have access to United Cultivation's property or represent United Cultivation. Knowing the background of these workers is required to protect the integrity of United Cultivation, as well as the safety of our customers. Therefore, this work force needs will be screened with the same due diligence as any other agent.

#### *Applicant Screening and Monitoring*

To help attract, hire, land and retain the best agents, United Cultivation will develop an employment screening and monitoring processes to create a candidate experience that benefits potential agents and reduces United Cultivation's risk by utilizing a fast, scalable and compliant background screening solution. An efficient, thorough employment screening process can, above all else, help reduce United Cultivation's overall workplace risk. Identifying risk early, before hiring an agent, protects the organization from risk related to physical safety, financial security, organizational image or reputation, and legal compliance issues.

#### *Pre-screening Potential Candidates*

Our Human Resource Department will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application (still being developed).

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to verification that the potential agent will soon be licensed as a cannabis agent and thus allowed to work in the facility. The investigation will be conducted to ensure the potential agent does not have any felony convictions which would bar them from employment. The investigation will also check for any crimes of moral turpitude, whether misdemeanor or felony. Any indication of past crimes of moral turpitude will be a bar to employment.

The following searches may be performed depending upon the type of position the candidate is seeking:

- **National Crime File Search:** Some vendors can offer access to nationwide database of criminal records gathered from across all 50 states. A variety of sources are utilized including Sex Offender Registries, state and county criminal courts and state-level departments of corrections. This search can provide instant results depending on the provider.
- **Felony and Misdemeanor Search:** This county courthouse search includes a search of all felonies and misdemeanors on all indexes available at the main county seat court location.
- **Motor Vehicle Report:** A Motor Vehicle Report (MVR) reveals the status of an applicant's driver's license and any violation history. This search should be conducted on all candidates who will have driving responsibilities, including those who will not only drive a company vehicle but may also drive a personal vehicle on company time or for business purposes.

#### *Verification and Qualification Solutions*

The Human Resources Department will utilize the following available solutions depending on the level of security required for the position:

- **Social Security Number Verification (SSNV):** This search matches the input information against millions of consumer header credit files contained in the databases of nationwide credit reporting agencies. The SSNV returns other names and addresses associated with the identifying information used to request the report.
- **Credit Check:** This search matches the candidate's information to information held by the Credit Bureau us and returns the candidate's credit report.
- **Employment and Education Verification:** United Cultivation will integrate instant and automated employment screening products into the hiring process. Instant searches will be used to efficiently move forward in the hiring process by quickly confirming or validating basic information such as a Social Security number or name and address history. Automated searches will provide electronic delivery of process updates and results, eliminating time delays often associated with manual follow-up on important screening components such as employment or education verifications.



### **Alcohol, Smoke & Drug-Free Workplace Policy**

As part of United Cultivation's efforts to provide an inviting and non-offensive workplace and to comply with local municipal ordinances, smoking, and the use of other tobacco or nicotine products, is not permitted anywhere on the company's premises except in authorized and designated locations outside the facility. Employees must follow all rules posted in designated smoking areas and adhere to all policies associated with this policy.

The use and abuse of alcohol and unlawful use of drugs poses a serious problem in the workplace that can the safety of co-workers, and the general public. In addition, the consumption of alcohol and the unlawful use of drugs in the workplace can have adverse effects on productivity, attendance, health insurance costs, profitability, security, turnover, customer relations, and retention.

Under no circumstance may an employee report to work, perform assigned duties or engage in company business while under the influence of alcohol or illegal drugs. Employees are also prohibited from using, selling, purchasing, manufacturing, possessing or distributing illegal drugs or controlled substances while on company property or while conducting company business or using a company vehicle.

Any person who violates these rules may be subject to disciplinary action up to and including immediate dismissal. United Cultivation may, at its discretion, inform police or drug enforcement agencies if there is suspicion of illegal drugs or controlled substances being sold, bought, possessed, used, manufactured or distributed on United Cultivation premises or during business hours.

(This policy does not prohibit employees from working while under the influence of prescription drugs prescribed by a licensed physician and do not prevent the employee from performing the essential functions of the job or present a direct threat to the health or safety of the employee or others in the work place., employees who are Commonwealth of Massachusetts Medical Marijuana patients with valid Identification, shall not operate any heavy machinery or motor vehicles while under the prescribed medicinal use of medical marijuana products).

## **Termination Policy**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

1. Resignation – voluntary employment termination initiated by an employee.
2. Dismissal – involuntary employment termination initiated by United Cultivation.
3. Layoff – involuntary employment termination initiated by United Cultivation for non-disciplinary reasons.

When a non-exempt employee intends to terminate his/her employment with United Cultivation, he/she must resign with United Cultivation and provide at least two weeks written notice. Exempt employees must give at least four weeks written notice. United Cultivation reserves the right to terminate employment immediately upon notice of resignation by any employee.

Since employment with United Cultivation is based on mutual consent, both the employee and United Cultivation have the right to terminate employment at will, with or without cause during the probationary period for new employees.

Any employee who terminates employment with United Cultivation must return all files, records, badges, keys, and any other materials that are property of United Cultivation. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the employee's final paycheck. Furthermore, any outstanding financial obligations owed to United Cultivation will also be deducted from the employee's final check.

Employee's benefits will be affected by employment termination in the following manner. All accrued vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

## **Immediate Dismissal Policy**

United Cultivation will immediately terminate any marijuana establishment agent who has:

1. Diverted marijuana, which will be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of United Cultivation, 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.

## Handling of Cash Policy

### Definitions:

- Cash - May be comprised of coin, currency, cheques, money orders, credit card transactions, and electronic funds transfers.
- Cash Collection Points - Departments or other units that handle cash on a regular basis.

### Policy and Procedures:

- Cash funds must not be left unattended. Cash funds must be stored in a cash box within a register, safe or locked cabinet, to which access is restricted to preferably the cashier or person in a department acting as a cashier.
- Delivery of bank deposits from United Cultivation to the bank must be done by employee approved by executive leadership or the security firm contracted to provide the service.

### Guidelines for Cash Collection

1. All cash received must be recorded through a cash register.
2. If a cash register is not available, a pre-numbered receipt form must be issued to the customer and a duplicate copy retained by the cash collection point.
3. The cash received must be reconciled to the cash register or to the pre-numbered receipts daily or on a schedule as agreed to by the Chief Operating Officer.
4. Checks must be made payable to United Cultivation, LLC.
5. A bank deposit slip must be written for the total amount of the deposit. Coin included in the deposits must be rolled and blocked for ease of counting.
6. Cash received must be deposited intact and expenses must not be paid from cash receipts.
7. Locations with cash registers will be issued a Cash Float for the purpose of making change. These cash floats are to be kept for that purpose and are not to be used for personal loans, or for payment of expenses.

### Guidelines for Petty Cash Funds

1. It is the responsibility of United Cultivation staff who maintain petty cash funds to adhere to this policy/guideline.
2. A petty cash fund may be applied for or increased by completing a payment request form and forwarding to Chief Operating Officer, stating reasons for the request, and the amount requested.
3. The petty cash fund must be kept in a safe or locked cabinet under the control of the responsible person. Only the responsible person may have access to the petty cash fund.
4. The petty cash fund must at all times contain the authorized amount in cash and/or paid vouchers. The funds may not be used for personal loans, cashing cheques, or for salaries.
5. The person responsible for each petty cash fund should establish a maximum size for petty cash payments from their petty cash fund.



6. Petty cash should be used as a convenient method to pay small claims and is not intended for larger payments or frequent payments, which should be paid through Accounts Payable processes.
7. To replenish the petty cash fund, a Petty Cash Reimbursement Form must be completed. The form would show persons reimbursed, the amounts and the account numbers to be charged. All receipts must be attached with approvals from the signing authority for the account charged.
8. Funds received from any source must not be added to the petty cash fund, but must be processed per the procedures for a cash collection point.

#### Storage of Cash

1. A safe will be used to store all cash. Even small amounts of cash (petty cash) and cash register drawers will be secured and under lock and key.
2. Safes will only be opened with two people present.
3. The person with the combination to the safe will not be one of the people involved in handling the cash in the safe.
4. There will be two people present whenever cash is transported from one location to another.
5. There will be a cash count sheet which documents:
  - a. Names of people removing cash from safe
  - b. Date/time cash is removed from safe
  - c. Date/time cash is returned to safe
  - d. Cash breakdown - coins, bills, checks, credit card slips
  - e. Two signature lines for people signing cash
6. When cash bags are removed from the safe, it will be counted by two people and both people should sign the cash count sheet acknowledging that the recorded amount of cash was in the bag.
7. When cash is handed off to the next person, the person accepting the cash will count the cash before accepting it and keep the signed copy of the cash record with the cash.
8. When cash is returned to the safe, it will again be double counted and the cash count sheet should be signed by both parties.
9. Bank deposit slips will match the cash sheets.
10. Records will be kept on all cash handling deposits.

## **Personnel Records Policy**

The Human Resources Manager is responsible for maintaining records of each employee's work history at United Cultivation and for maintaining some biographic information, including educational background, home and office address, and emergency notification information.

### **Updating Personnel Records**

It is the responsibility of managers in departments to notify the Human Resources Manager of changes in job duties, work schedule, or other position-related information.

Employees are responsible for maintaining current home and work contact information through notification to Human Resources Manager or their direct departmental manager. The Human Resources Manager can update information on behalf of an employee. Employees are also responsible for submitting changes in legal name or social security number to their direct manager.

### **Release of Information**

Only the following information concerning active or terminated employees is released by the Human Resources Manager upon receipt of a telephone or written request:

- Dates of employment at United Cultivation
- Job Title
- Department in which the individual is or was employed

Written requests for additional information related to credit evaluation, employment references, mortgage applications, etc. will be provided only if a release form is signed and returned to the Human Resources Manager by the employee.

Requests for employment information by the Department of Unemployment Assistance in Massachusetts and other states in connection with an unemployment compensation application will be provided, as required by law, without the use of a release form, since this inquiry is initiated by the terminated employee who has filed a claim.

Employees will normally be notified when the Institute is required to provide personnel information by a subpoena, warrant, or other court order.

### **Access to Personnel Files by Managers and Administrative Officers**

Managers and Administrative Officers do not have access to personnel files maintained by Human Resources. However, information on work record or employment history will be provided to managers or Administrative Officers by the Human Resources Manager assisting the department on a need-to-know basis. Human Resources Manager may provide applications or material placed in the file by the supervisor.

### **Access to Personnel Files by Employees**

Upon written request, an employee may make an appointment with the Human Resources Manager to view his or her personnel file. An employee may not request that material be removed from the personnel file unless mutually agreed to by the parties concerned. If the employee feels that a situation

has been unfairly represented, he or she may submit a clarifying memorandum to the Human Resources Manager and request that it become a permanent part of the file.

A written request also is required from former employees when requesting access to their personnel files.

### **Retention & Content of Personnel Records**

A personnel record will be kept for each United Cultivation agent.

Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with United Cultivation and will include, at a minimum, the following:

- All materials submitted to the Cannabis Control Commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
- Documentation of periodic performance evaluations
- A record of any disciplinary action taken
- Notice of completed responsible vendor and eight-hour related duty training.

### **Notification Policy**

United Cultivation will report any changes in or additions to the content of the information contained in any document provided to the Cannabis Control Commission within five business days after such change or addition.

Furthermore, prior to the adding of new agents to the United Cultivation organization, or in the event a current agent leaves United Cultivation, we will provide notification, in writing, to the Cannabis Control Commission about said agent status change.

Prior to making the following specific changes, United Cultivation will submit a request for such change to the Cannabis Control Commission and pay the appropriate fee. We understand that no such change will be permitted until approved by the Cannabis Control Commission.

### **Agent Changes**

Prior to adding new agents to the United Cultivation organization, or in the event a current agent leaves United Cultivation, we will notify, in writing, of the agent status change.

### **Location Change**

Prior to changing its location, United Cultivation will submit a request for such change to the Cannabis Control Commission.



### **Ownership or Control Change**

Prior to any change in ownership, where an owner acquires or increases its ownership to 10% or more of the equity, United Cultivation will submit a request for such change to the Cannabis Control Commission.

Prior to any change in control, where an individual, corporation or entity shall be determined to be in a position to control the decision-making of United Cultivation, United Cultivation will submit a request for such change to the Cannabis Control Commission.

This occurs if the individual, corporation or entity possesses:

- actual control of more than 50% of the voting equity or has the power to appoint more than 50% of the directors
- contract rights to control; or
- right to veto significant events.

### **Structural Change**

Prior to any modification, remodeling, expansion, reduction or other physical, non-cosmetic alteration of the United Cultivation facility, United Cultivation will submit a request for such change to the Cannabis Control Commission.

### **Name Change**

Prior to changing its name, United Cultivation will submit a request for such change to the Cannabis Control Commission.

United Cultivation, LLC

# Maintenance of Financial Records Policy

Revised  
2-24-2019

## **Maintenance of Financial Records Policy**

It is United Cultivation's intent to you external Finance & Accounting Services firms to assist us in the maintenance of our financial records.

As detailed in our Record Keeping Procedures, United Cultivation has adopted procedures for maintaining records that conform to marijuana regulations and best practice for the marijuana industry. The Vice President of Operations is responsible for recordkeeping, data retention, and back-ups to ensure United Cultivation maintains true, complete, and accurate records. The Vice President of Operations is also responsible for the proper integration of those requirements into policies and procedures.

Back-ups of all records must be maintained for no less than five years. The Vice President of Operations will authorize the release of any records to a third-party and must report the disclosure of records to the CEO to determine if legal counsel should be consulted.

As it relates to Financial Records, United Cultivation will maintain, at a minimum, the following categories of records:

- United Cultivation' assets and liabilities;
- Fixed asset schedules;
- All monetary transactions;
- Books of accounts including journals, ledgers and supporting documents, agreements, checks, invoices, vouchers, monthly and quarterly reports, and annual audits;
- Sales records;
- Salary and wages paid to each agent; and
- Stipend paid to each executive manager and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with United Cultivation.

United Cultivation has developed strict protocols for the maintenance of records and documents. In addition to the company's legal obligation to protect customer information, we have a responsibility to our stakeholders to accurately document the activities of the business. True and correct records maintained in a timely and organized manner also provide real-time operating information to management necessary to make quick and informed decisions in the normal course of business.

United Cultivation shall maintain all company records in an electronic format. A cloud-based backup system will provide a second location for a duplicate copy of all records. Certain records may contain paper documents including training documentation forms.



United Cultivation, LLC

# Quality Control Plan

Revised  
11-10-2019

## **Quality Control Plan**

### **Purpose**

The purpose of this SOP is to provide guidance on quality control over the products grown and produced in the facility.

### **Scope**

The scope of this SOP is for all employees throughout the facility.

### **Prerequisites**

The initial training provided for new employees includes best practices in all parts of the operation. Employees must show a proficient knowledge of this Quality Control Plan in order to continue working at the facility.

### **Responsibilities**

It is the responsibility of each department to ensure that they have quality control protocols and standards in place.

## **Quality Control Plan Provisions as Part of Regulatory Compliance for 935 CMR 500.101 for All Products**

United Cultivation, LLC will ensure:

- Only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
  - Well cured and generally free of seeds and stems;
  - Free of dirt, sand, debris, and other foreign matter;
  - Free of contamination by mold, rot, other fungus, and bacterial diseases;
  - Prepared and handled on food-grade stainless steel tables; and
  - Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)
- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana will conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and
  - Washing hands appropriately.
- Hand-washing facilities will be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

- Litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- Floors, walls, and ceilings Will be constructed in such a manner that they may be adequately kept clean and in good repairs.
- All contact surfaces, will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana.
- Water supply will be sufficient for necessary operations.
- Plumbing will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- The establishment will provide its employees with adequate, readily accessible toilet facilities.
- Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination.
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.
- United Cultivation will notify the Cannabis Control Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.

## **Procedure**

We will utilize an outside third-party lab for testing.

In house the SOP's for quality control and testing include:

- All nutrients will be examined for contents & potential contaminants.
- Filtered water will be used to prevent contamination.
- All workers will walk through a ceiling blower to remove potential contaminants before entering facility.
- Application of gamma irradiation equipment to kill 99% of all micro-organisms.
- All testing performed subject to the Cannabis Inflorescence and Leaf monograph (American Herbal Pharmacopoeia) standards.
- Limit tests will include foreign organic matter, total ash, & acid-insoluble ash.
- All external testing done by state approved labs.
- All crops batch tested for pests, contaminants, mold and potency.
- Soil testing before use for contaminants and pests.
- Determination of sample size for internal and external testing.
- Calculation of the acceptable range utilizing ISO Guide 34:2009.
- Written procedure for responding to contaminated samples.
- Additional batch sampled uniquely bar coded for further sampling.
- All testing documentation retained for five years
- Procedures in place for stability testing to determine shelf life for MIPS
- Random sampling of finished products currently for sale



- All nutrients and additives shelf life recorded and reviewed
- Expiration dates in large font on labels.

Quality control measures will primarily be in the form of adherence to the written standard operating procedures along with specific testing of the product in order to ensure quality and consistency of products produced within the facility. The facility will utilize the established and proven SOP's for all cultivation and processing operations. The facility will use standard operating procedures (SOP's) to promote good growing and handling practices including:

All aspects of the:

- Irrigation, propagation, cultivation, fertilization; harvesting, drying, curing;
- Rework or reprocessing;
- Packaging, labeling, and handling of marijuana products, byproduct; and waste products, and the control thereof, to promote good growing and handling practices.
- The facility will require that each individual engaged in the cultivation, manufacturing, handling, packaging, and testing of marijuana has received the training, education, or experience necessary to perform assigned functions; and
- Will also require that all registered employees practice good hygiene and wear protective clothing as necessary to protect the product as well as themselves from exposure to potential contaminants.
- The facility will require grower agents to follow the protocol for Receipt of Material including:
- The facility shall quarantine received material that will be used to produce marijuana and/or manufactured marijuana products;
- The facility shall inspect materials for defects and contamination.
- Material may not be released from quarantine by the facility until the material passes inspection; and
- Is determined to be acceptable for use as intended

## References

Please refer to inspection SOP's for further information about quality control.

## Reporting

All quality control reports are stored in the seed to sale tracking software, where they are categorized by department. The software has the ability to generate custom reports to determine if there is an issue with product shelf life, production techniques, or other quality control issues.

## **Tests of Formulated Product**

### **Purpose**

The purpose of this SOP is to provide guidance on testing finished product before releasing it for public consumption.

### **Scope**

The scope of this SOP is for all employees involved in quality control and creating formulated (infused) products.

### **Prerequisites**

All product that is finished in our facility is tested at an Independent Testing Laboratory, who provide a detailed analysis of the product, its ingredients, and its strength. All employee who work in quality control must be capable of reading a laboratory report and understanding the specific tolerances allowed by the state.

### **Responsibilities**

It is the responsibility of the quality control director to insure all employees under their direct supervision understand how the facility provides samples to the independent lab for testing, as well how infused products is tested internally. Additionally, the quality control director must insure that cannabis infused products are quarantined separately from other inventory during testing.

### **Procedure**

All formulated product is entered into a testing log before it is provided to the laboratory. After curing and before any processing or packaging, the processing manager will make samples from each batch available to an independent laboratory for testing. The sample will be weighed, RFID scanned, and all data will be recorded on the seed to sale tracking software prior to be removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a retail dispensary facility prior to the time that the laboratory has provided those results, in writing, to the dispensary. If samples from a batch are tested and do not fall within state accepted health and safety levels for any of the above-mentioned contaminants or any additional contaminants the state does not deem for distribution, it is the facility's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste. As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be

released for immediate manufacturing, packaging and labeling for transport and sale to a dispensary facility. An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary to that dispensary to be made available upon request.

### **References**

The independent testing lab we work with provides us guidelines for sample preparation that conforms to the state's regulations. The quality control manager maintains their source documents for preparing samples, along with the requisite forms that must accompany all samples. In the event of a question, the resource documents provided by the lab are helpful, and they also provide a toll-free number for questions.

### **Reporting**

The quality control manager receives all lab reports for all samples sent out for testing. All lab reports are scanned and uploaded to our seed to sale tracking software, and all lab reports are also stored in a locked file cabinet in the facility manager's office.



## **Tests of Harvested Flower**

### **Purpose**

The purpose of this SOP is to provide guidance on testing harvested flower before releasing it for public consumption.

### **Scope**

The scope of this SOP is for all employees involved in quality control and preparing samples for testing.

### **Prerequisites**

All product that is grown in our facility is tested at an Independent Testing Laboratory, who provide a detailed analysis of the product and its strength. All employee who work in quality control must be capable of reading a laboratory report and understanding the specific tolerances allowed by the state.

### **Responsibilities**

It is the responsibility of the quality control director to insure all employees under their direct supervision understand how the facility provides samples to the independent lab for testing, as well how raw flower is tested internally.

### **Procedure: Testing**

After curing and before any processing or packaging, the processing manager shall make samples from each batch available to an independent laboratory for testing. The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale tracking software prior to be removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a retail dispensary facility prior to the time that the laboratory has provided those results, in writing, to the cultivation management team. If samples from a batch are tested and do not fall within state accepted health and safety levels for any of the above-mentioned contaminants or any additional contaminants the state does not deem for distribution, it is the facility's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste. As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging and labeling for transport and sale to a dispensary facility.

An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary facility to that dispensary facility to be made available upon request.

## **References**

The independent testing lab we work with provides us guidelines for sample preparation that conforms to the state's regulations. The quality control manager maintains their source documents for preparing samples, along with the requisite forms that must accompany all samples. In the event of a question, the resource documents provided by the lab are helpful, and they also provide a toll-free number for questions.

## **Reporting**

The quality control manager receives all lab reports for all samples sent out for testing. All lab reports are scanned and uploaded to our seed to sale tracking software, and all lab reports are also stored in a locked file cabinet in the facility manager's office.

## **Stability Testing**

### **Purpose**

The purpose of this SOP is to provide guidance on stability testing products that have been released to the public.

### **Scope**

The intended audience for this SOP is all employees involved in inventory processing, quality control, and retail sales.

### **Prerequisites**

In order to perform stability testing at both pre-determined and random times, the batch from which the edibles or infused foods are created will be sampled, and stored in an air-tight, temperature-controlled vault. Employees must know how to remove a portion of the batch in process to create a reserve for stability testing and must understand how we prepare samples for lab testing, and how to interpret the results.

### **Responsibilities**

The director of quality control is primarily responsible for stability testing, the preparation of samples, and interpreting the lab results. If there is an issue, the director of quality control must immediately provide the results and recommendations to the facility director in order to insure customer safety.

### **Procedure**

The director of quality control will separate a part of each batch of infused or edible product sufficient to perform stability testing at 6-month intervals. This is done for two reasons:

1. To ensure product potency and purity
2. Provide support for expiration dating

The director will insure that a sufficient amount of product is kept and properly stored, which will usually require an adequate amount (~7-14 grams) of each released batch of marijuana in order to achieve this frequency of testing. See preparation of samples instructions noted in previous content.

*Sample Storage* - The facility will retain a sample from each batch released. The sample will be sufficient enough to provide for follow-up testing if necessary and the sample will need to be properly stored for a minimum of one (1) year past the date of expiration of the batch.

Samples from each batch released to be retained for a long period of time will be vacuum-sealed to limit oxygen exposure to the marijuana as oxygen will degrade the sample quicker. Possible contamination



will be tracked through the use of a Hazard Analysis Critical Control Point (HACCP) Plan. Critical control points will be identified, monitored and preventative procedures recorded throughout the production of marijuana products.

Certain shelf stability testing will be conducted on site. Shelf stability is the time that a product will retain throughout its period of storage and use, the same properties and characteristics that is possessed at the time of its packaging. Products and recipes will be tested and approved before production begins.

Shelf stability testing will cover the four areas of concern:

1. Chemical: The product retains its chemical integrity and potency, within specified limits.
2. Physical: The original physical properties, including appearance, palatability, odor, and wholesomeness are retained.
3. Microbiological: Resistance to microbial growth and product safety is retained according to specified requirements overall bacterial growth is maintained within acceptable levels.
4. Toxicological: No significant increase in toxicity occurs.

## **References**

The director of quality control keeps a detailed sampling plan in her office, along with the proper reporting forms, labeling materials, and RFID tags.

## **Reporting**

All stability reporting is uploaded to our seed to sale tracking software database where reporting about batches and infused products are maintained.

## **Testing**

### **Purpose**

After curing and before any processing or packaging, the processing manager shall provide samples from each batch available to an independent laboratory for testing. The purpose of this SOP is to provide guidance in preparing the sample and an overview of the lab procedures itself.

### **Scope**

The scope of this SOP is for any employee working in the cultivation facility who provides testing samples to our outside vendor.

### **Prerequisites**

After curing and before any processing or packaging, the processing manager shall make samples from each batch available to an independent laboratory for testing. The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale software prior to being removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach.

### **Responsibilities**

It is the responsibility of the employee preparing batches for testing to insure there are sufficient remains for future testing, and the employee will work with the intendent lab to insure random samples from each grown batch are tested without interference from the facility.

### **Procedure**

The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale software prior to being removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a retail dispensary.

If samples from a batch are tested and do not fall within state accepted health and safety levels for any of the above-mentioned contaminants or any additional contaminants the state does not deem for distribution, it is the facility's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste.

As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging and labeling for transport and sale to a dispensary facility. An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary facility to that dispensary facility to be made available upon request.

#### References

Please review the independent lab's testing guide for providing samples which is found in the cultivation director's office.

#### Reporting

All lab reports are provided to the cultivation director and are uploaded to the cloud server. They are also placed in a testing log, and the information is also entered into the seed to sale software system.

## **Water Supply & Testing Protocols**

### **Purpose**

The purpose of this SOP is to provide testing guidelines and other methods of insuring a safe water supply for the facility.

### **Scope**

The scope of this SOP is for any employee working in the cultivation facility responsible for performing water quality tests.

### **Prerequisites**

All water quality tests will require two samples – one for our internal testing, and another to be sent to the quality control lab. All water test results will be added to the water test log book.

### **Responsibilities**

It is the responsibility of the facility director to insure water is tested at proper intervals both through our own internal control and our outside lab as well.

### **Procedure**

***Water Quality Test(s)***—The facility will perform water quality tests on facility water every six (6) months at a minimum. A water sample from the cultivation facility will be sent to a water testing laboratory where an analysis of the water will be performed to determine what, if any, substances are in the water. A record of all water quality tests will be maintained on-site at the licensed premise within a file labeled “Water Quality Tests”.

***Reverse Osmosis of Water (RO System)***—all water utilized for cultivation operations will be run through a state-of-the-art Reverse Osmosis (RO) water filtration system to ensure all contaminants have been removed from the water. The RO system will be designed according to the water quality test that will be performed at the facility as well as the RO system being designed to be able to adequately purify and supply the proper amounts of water for daily operations.

As growers of cannabis, the facility carefully monitors total dissolved solids (TDS) which is the amount of solids dissolved in the water or any other solution that can’t be removed with a standard filter. Electrical Conductivity (EC) is the measure of a solution’s ability to conduct an electrical current. TDS/EC meters have two electrodes that, when placed in the water or nutrient solution, pass AC voltage between them. The amount of current that passes through the solution indicates the conductivity of the solution. The meter reads this current and converts it to a display that will allow you to either read the EC or TDS (parts per million, ppm) of the water or solution.



By determining the baseline TDS of our fresh water, we can later determine the strength of the nutrient solution we are going to mix. For example, if the tap water starts with a TDS of 600 ppm, and the fertilizer of choice suggests a dosage strength of 1200 ppm, we will know that the total TDS should come out to 1800 ppm. If we didn't know the baseline, we might stop at a TDS of 1200 ppm and, by doing so, give our marijuana plants only half of the required nutrients.

The pH (potential of Hydrogen) of our water or any other solution is the measure of its acid or alkali levels. When a solution has equal levels of acid and alkali molecules, then the solution is pH neutral. The pH scale runs from 0.0 to 14.0 where 7.0 is neutral, less than 7.0 is acidic, and levels above 7.0 are alkaline or base/basic solutions. Depending on the growing medium used, we want to stay in the slightly acidic range of 5.5 to 6.5. To keep our growing medium and root zone at the correct pH, you need to keep the water or nutrient solution you are using at the correct pH. Contaminants in the water — whether naturally occurring, added by your municipal water supplier, or added when you mix in nutrients and fertilizers — will all affect the pH and may need to be corrected.

### **References**

Please refer to the filter changing SOP for removing, cleaning and inserting a new filter into the RO system.

### **Reporting**

All filter changes, cleaning, and lab reports must be inserted into the Water Quality Testing Notebook, with copies provided to the facility director and upper management.

United Cultivation, LLC

# Record Keeping Procedures Overview

Revised  
11-10-2019

## **Introduction**

United Cultivation has adopted procedures for maintaining records that conform to marijuana regulations and best practice for the marijuana industry. United Cultivation maintains a detailed description of plans, procedures, and systems adopted and maintained for tracking, record keeping, record retention, and surveillance systems. These detailed descriptions relate to marijuana at every stage of the cultivation to sale process including cultivating, possession of medical marijuana, delivery, transporting, distributing, sale, and retailed by United Cultivation.

United Cultivation will maintain records required for a period of five years and make these records available to the Cannabis Control Commission upon request. United Cultivation will ensure compliance with all laws and regulations pertaining to its operation as a licensed organization. However, the operational needs of the company require records in excess of the mandated requirements. United Cultivation's recordkeeping policies and procedures as detailed in this section and throughout the SOPs demonstrate compliance with legal and regulatory requirements as well as a commitment to full documentation and transparency in all of United Cultivation's operations.

United Cultivation maintains strict control over records to provide operating data to management, information to advisors and financial backers, document operations for third-party certifiers or auditors, and to keep a record of operations in case of any insurance claims, legal, or administrative investigation.

The Vice President of Operations shall oversee all record retention protocols of United Cultivation. The CEO is responsible for oversight of the Vice President of Operations and all record maintenance activities. The Director of Retail Operations must supervise the recordkeeping activities in their operating unit to ensure compliance with company policies and procedures.

## **Compliance with Regulations**

United Cultivation is committed to compliance with all laws and regulations about its operation as a registered organization. Management will make all records available to the Cannabis Control Commission or its authorized representatives upon request for monitoring, on-site inspection, and audit purposes. Several regulations apply to recordkeeping functions. Our recordkeeping policies and procedures demonstrate not only compliance with the Commonwealth's requirements but also a commitment to full documentation of our operations.

- United Cultivation will keep waste records for at least three years.
- United Cultivation will maintain their records in accordance with generally accepted accounting principles.

## Electronic Inventory System

United Cultivation will implement seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105.

We will likely use the METRC electronic inventory system approved by the Cannabis Control Commission. This is a full suite "seed to sale" inventory tracking platform. There are also internal requirements for recordkeeping. Our internal reporting requirements provide that the system must maintain the following records or the Vice President of Operations will implement additional systems as needed:

- A "total inventory in storage" by location and batch report that records user, date, time, item, quantity, and storage access in chronological order.
- An "all events" report that provides detail on all user activity and transaction types within a time frame and tailored to specific data requirements such as individual items or users.
- A "controlled substances vault compare" report that allows administrators to cross-reference the inventory that leaves the storage area and arrives at the shelf, dispensary, or any other location to the inventory at that location. Transactions that do not match show up on this report by location, item, quantity, date, time, and user.
- There will also be a "review send" report that provides detailed information regarding the removal of marijuana from the storage area. This report specifies the user, time, date, item, quantity, and intended destination.
- Additionally, a "dispensing" report will be kept to provide detailed information regarding the transaction of marijuana at the dispensary. Information will include the user, time, date, item, quantity, and inventory movement at the dispensary. A "purchase history" report will also be maintained to help trend the receipt of medical marijuana into inventory and monitor purchase patterns.

## Requirements

The Vice President of Operations is responsible for recordkeeping, data retention, and back-ups to ensure United Cultivation maintains true, complete, and accurate records. The Vice President of Operations is also responsible for the proper integration of those requirements into policies and procedures. Back-ups of all records must be maintained for no less than five years. All dispensary agents must adhere to recordkeeping policies and procedures as a condition of employment. The Vice President of Operations will authorize the release of any records to a third-party and must report the disclosure of records to the CEO to determine if legal counsel should be consulted.

United Cultivation will maintain, at a minimum, the following categories of records:

1. Standard operating procedures;
2. Inventory records including seed to sale tracking;
3. Confidential customer information;
4. Dispensing history;
5. Dispensing errors;
6. Marijuana recalls.



Additional record requirements include:

1. Dispensary agent records and policies;
2. Waste disposal records;
3. Maintenance records;
4. United Cultivation' assets and liabilities;
5. Fixed asset schedules;
6. Insurance and escrow requirements;
7. All monetary transactions;
8. Books of accounts including journals, ledgers and supporting documents, agreements, checks, invoices, vouchers, monthly and quarterly reports, and annual audits;
9. Sales records;
10. Salary and wages paid to each agent;
11. Stipend paid to each executive manager and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with United Cultivation; and
12. All licensing documentation and other correspondence with the Cannabis Control Commission and all other corporate documents required by law including but not limited to meeting minutes, annual reports, stock, or membership agreements.

## **Policies**

United Cultivation has developed strict protocols for the maintenance of records and documents. In addition to the company's legal obligation to protect customer information, we have a responsibility to our stakeholders to accurately document the activities of the business. True and correct records maintained in a timely and organized manner also provide real-time operating information to management necessary to make quick and informed decisions in the normal course of business.

## **Equipment & Backup Systems**

United Cultivation will maintain multiple reporting systems requiring hardware and software. Whenever possible, United Cultivation will elect to use a cloud-based software system that allows the use of standard hardware and provides sufficient back-up capabilities. United Cultivation will utilize the METRC electronic inventory system selected by the Cannabis Control Commission and their recommended hardware, data storage, and software for all operating functions so long as they retain the contract to provide services to the Cannabis Control Commission.

All software acquired or developed by United Cultivation is and at all times shall remain company property and must be serviced by a real-time offsite backup system. All such software must be used in compliance with applicable licenses, notices, contracts, and agreements. All purchasing of company software shall be centralized by the Vice President of Operations, with services utilized from a third-party technology group as needed, to ensure that all applications conform to regulatory and company software standards and are purchased at the best possible price.

United Cultivation maintains written logs for all critical transactions to provide an audit trail if an improper or incorrect entry into the system is discovered. Our standard operating procedures provide instructions for manual recordkeeping in the event electronic systems fail.

## **Personnel Records**

The Vice President of Operations will maintain accurate records for each dispensary agent. Such records must be maintained for a minimum of five years post-termination date and include:

1. Job description of each agent;
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;
5. All materials submitted to the Cannabis Control Commission;
6. A copy of their Cannabis Control Commission issued registration;
7. Documentation of verification of references;
8. The job description or employment contract that includes a description of duties, authority, responsibilities, qualifications, and supervision;
9. Documentation of all training received by the agent and the signed statement of the agent indicating the date, time, and place the training was received and the topics discussed;
10. The name and title of trainers; and
11. Documentation of periodic performance evaluations and a record of any disciplinary action taken.

The Vice President of Operations will also maintain records documenting the salary and wages paid to each agent, the stipend paid to each executive manager and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with United Cultivation, including executive managers. These confidential records must be maintained for a recommended period of at least seven years or longer if required by law.

## **Independent Testing Laboratory Reports**

Each agent must ensure that no laboratory record held by United Cultivation is falsified in any manner. Any agent who knowingly falsifies a laboratory report or knowingly presents a falsified report to a patient will be terminated immediately. Any agent who suspects that a laboratory record may have been falsified must report to the Vice President of Operations immediately as a condition of employment. United Cultivation will record all laboratory received from a grower/processor in the inventory system when the batch is received.

## **Product Disposal Records**

All waste composed of or containing medical marijuana at the dispensary, will be stored, secured, and prepared for incineration in accordance with applicable state and local laws and regulations. All waste disposed of will be recorded in a Product Disposal Log, including the date of disposal; the type and quantity disposed of; the manner of disposal; the reason for disposal; and the origination of the waste, if applicable.

United Cultivation will keep waste records for at least three years.

## **Records Loss**

Any loss or unauthorized alteration of company records discovered or suspected by any dispensary agent must be reported to the Vice President of Operations immediately, who will report such incidents to the Cannabis Control Commission and law enforcement as necessary. Upon discovery of a records security breach, the Vice President of Operations is required to review all recordkeeping and security policies to identify deficiencies and implement necessary corrective measures. The Vice President of Operations will engage the services of a third-party data security expert as needed.

## **Incident Records**

Incident reporting is documented by the General Manager and reported immediately to the Vice President of Operations in accordance with our reporting and notifications policies and procedures.

Anyone with knowledge or a reasonable suspicion of an incident (an event occurring outside normal operating parameters) is instructed to make an immediate report to a manager and record the event in the Incident Log. All incident activities, from receipt of the initial report through post-incident review, are to be documented by the reporting manager. The Vice President of Operations is responsible for ensuring all events are recorded, assembling these records in preparation and performance of the post-incident review and ensuring all records are preserved for review.

Any loss or unauthorized alteration of records at the dispensary related to medical marijuana products, patients, or United Cultivation' agents will be reported to the Vice President of Operations immediately. The Vice President of Operations will report any such incident to executive management, the Cannabis Control Commission, and law enforcement, as applicable.

## **Records Maintenance**

All electronic records will be maintained for a minimum of five years or as otherwise prescribed by regulation or law (i.e. certain human resources records must be maintained for seven years). In the event the company ceases operations, the CEO will cause the records to be maintained by a legal representative for a period of five years or longer as required by the Cannabis Control Commission.

United Cultivation shall maintain all company records in an electronic format. A cloud-based backup system will provide a second location for a duplicate copy of all records. Independent laboratory records shall be maintained in the inventory system and attached to the batch for which the report was issued. Certain records may contain paper documents including training documentation forms. All human resource records will be maintained by the Vice President of Operations and securely stored in accordance with all employment laws.

United Cultivation, LLC

# Personnel Planning Overview

Revised  
11-10-2019



## **Staffing Plan**

As with any new startup, we have included an organizational chart that depicts our desired team to support the many job functions necessary to run a successful business in the marijuana industry. We anticipate our organizational chart to evolve into its entirety and that our employees will “wear multiple hats” until a time that our business can sustain and support the needed positions.

Although there are many transferable skills available from potential employees coming from traditional industries, many of our roles will require a specialized skill set not otherwise found within the existing candidate pool of Massachusetts. To account for this, we plan to augment our hiring strategies by using marijuana focused staffing firms like Vangst Talent to help us source for our key "plant touching" roles. These hires will then play an integral part in defining and developing the internal training programs necessary to train the balance of the employee base interested in advanced learning and skill development.

The hiring of agents must follow established procedure. The Director of Human Resources will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. United Cultivation retains legal counsel to ensure our employment policies comply with local state and federal employment laws.

## **Staff Acquisition Process**

1. Identification of need;
2. Job classification and job description preparation;
3. Solicitation of the vacant position utilizing the methods that best fit the position;
4. Reviewing resumes on qualified candidate;
5. Performing and recording reference checks on qualified candidates;
6. Scheduling first interviews with the Human Resources Manager;
7. Scheduling second interviews with strong candidate with the Human Resources Manager and department manager;
8. Delivery of an offer letter to the first-choice candidate;
9. Delivery of an offer letter to the first-choice candidate;
10. Performing criminal background check on selected candidate;
11. Send application to the state for registration; and
12. Completion of the probationary period.

The staffing plan is based on business plan assumptions and best practices and may be adjusted by in accordance with actual operating needs. United Cultivation’s Director of Human Resource will coordinate with the Vice President of Operations and the Vice President of Sales & Marketing to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resource department and will always include performing a criminal background check on the selected candidate to determine eligibility for hire, new hire orientation and training only upon successful registration and completion of the probationary period.

Positions will only be filled according to the established protocols.

## **Responsible Vendor Training Program**

United Cultivation will ensure all current owners, managers, and employees that are involved in the handling and sale of marijuana for “adult use” at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a “Responsible Vendor”.

United Cultivation will ensure that all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a Responsible Vendor Training Program within 90 days of hire.

After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of Marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".

United Cultivation will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Cannabis Control Commission and any other applicable licensing authority on request during normal business hours.

## **Training Plan**

At United Cultivation, all new hires will be required to go through a training period that will consist of presentations given by applicable department managers. These presentations will be supplemented with hands-on training to demonstrate the material included in the presentations. All employees will go through additional training with their manager based on their role within the organization. In addition, each employee will receive a minimum of eight hours of ongoing training annually or as deemed necessary by the executive leadership.

Being in an industry that is constantly changing requires companies to be aware of recent market developments and trends throughout the industry. United Cultivation will take a proactive approach to continually provide progressive training and interactive learning to our employees. We expect this training to be conducted both “on-site” as well as by way of computer-based modules available from third party online training facilitators.

### **Training Modules for All Employees**

- Safety & Security
- Confidentiality
- Emergency & Incident Management
- Law Compliance
- Inventory Management
- Diversion Prevention
- Cannabis Science
- Marijuana & It's Effect on the Human Body
- Community & Customer Relations
- Recordkeeping

#### Additional Training Modules for Cultivation Employees

- Cultivation
- Processing
- Materials Handling
- Storage
- Chemicals & Pesticide Management
- Facilities & Equipment Maintenance
- Equipment Safety
- Packaging & Labeling
- Quality Control

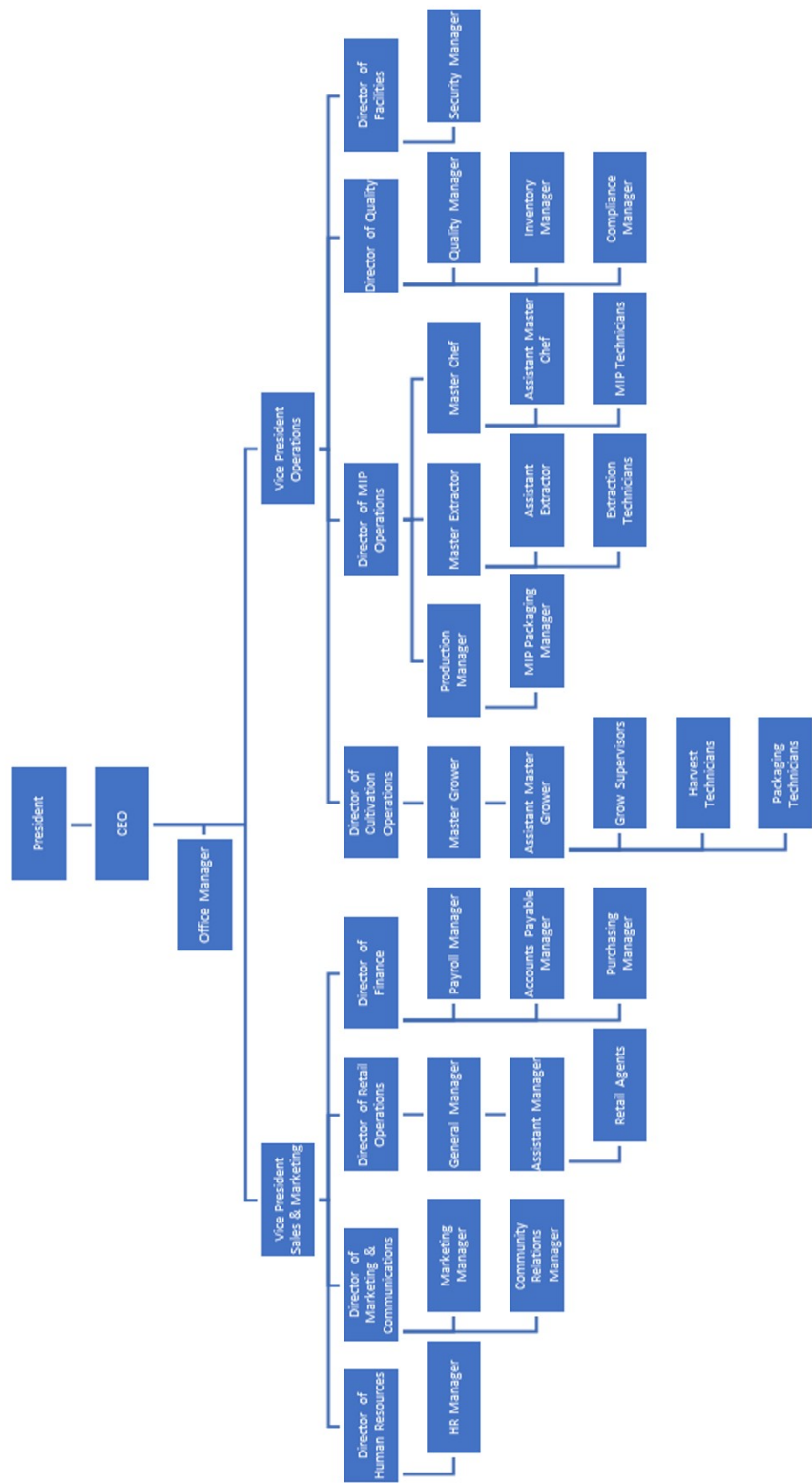
#### Additional Training Modules for Manufacturing Employees

- Materials Handling
- Approved Solvents
- Cannabinoid Content Recording
- Storage
- Chemicals Management
- Facilities & Equipment Maintenance
- Equipment Safety
- Packaging & Labeling
- Quality Control

#### Additional Training Modules for Retail Employees

- Materials Handling
- Storage
- Packaging & Labeling
- Product Strains of Cannabis Produced or Sold
- Methods of Using Cannabis, Edible Cannabis Products and Cannabis Infused Products

United Cultivation Proposed Organizational Chart





## **Key Position Overview**

The following is an overview of the key positions expected to be required for successful execution of business objectives in our different operational units:

### *Executive Level*

- President
- CEO
- Vice President Sales & Marketing
- Vice President Operations

### *Leadership Level*

- Director of Human Resources
- Director of Marketing & Communication
- Director of Finance
- Director of Quality
- Director of Facilities
- Director of Retail
- Director of Cultivation Operations
- Director of MIP Operations

### *Managerial Level*

- General Management: HR Manager, Marketing Manager, Community Relations Manager, Payroll Manager, Accounts Payable Manager, Purchasing Manager, Quality Manager, Inventory Manager, Compliance Manager, Security Manager
- Retail: General Manager
- Cultivation: Master Grower
- MIP: Production Manager, Master Extractor, Master Chef

### **Registration of Marijuana Establishment Agents**

United Cultivation will apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with our organization. The Cannabis Control Commission will issue a registration card to each individual determined to be suitable for registration.

No employees will be hired until application and registration is validated. All such individuals shall:

- be 21 years of age or older;
- not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- be determined suitable for registration consistent with the provisions of 935 CMR

### **Job Descriptions**

The following are examples of proposed job descriptions and requirement information as it relates to our staffing plan and resource strategy. These job descriptions may continue to evolve and will be augmented to meet the resource needs of United Cultivation.

### **Vice President Sales & Marketing**

The Vice President of Sales will report directly to the CEO, and become a member of the corporate executive team, responsible for the growth of United Cultivation's marijuana products business by setting and then executing the sales strategy for the company, overseeing director level reports and area managers.

The position requires a solid understanding of the important relationship between the sales and marketing departments, and will assist in developing the strategy on branding and messaging - Previous marketing background and experience is required.

The Vice President of Sales & Marketing will drive the company's achievement of customer acquisition and continued success in revenue goals. The Vice President of Sales & Marketing will be responsible for directing and managing all field sales staff and business development operations. This includes compensation, sales strategy, sales routing, and assistance in driving lead generation.

#### *Responsibilities:*

- Establish and maintain key customer relationships, and develop and implement creative marketing strategies for expanding customer base throughout Massachusetts.
- Work closely with Director of Marketing & Communications to oversee and implement marketing programs, demo days, promotions.
- Establish compensation, training, and sales incentive programs that enable sales staff to achieve their potential and support company sales objectives.
- Oversee the hiring and development of the sales organization.
- This role will be directly responsible for delivering thought leadership and creative strategies to drive revenue production, team leadership and development, product marketing to possible customers and sales execution.
- Provide detailed and accurate sales forecasting, and compile information and data related to customer and prospect interactions.
- Act as the subject matter expert on the various product lines, as well as continuously analyze industry trends and competition.
- Design, implement and manage sales forecasting, planning, and budgeting processes to establish high levels of quality, accuracy, and process consistency.

#### *Required Skills and Qualifications:*

- Must have marijuana industry sales experience, and an established book of business.
- Knowledge of marijuana distribution channels.
- Experience creating and operating a pipeline management system.
- Recent sales management experience, having successfully built, hired and led a geographically diverse team of early career and experienced professionals
- Recent experience operating in an early stage company, with a demonstrated ability to wear multiple hats, respond to evolving demands and react to a constantly changing marketplace.
- 7-10 years in sales and 3-5 years in sales management role.
- Excellent verbal and interpersonal communication skills with a strong executive presence.
- Bachelor's degree or equivalent experience preferred.

### **Vice President Operations**

The Vice President of Operations will organize and oversee the day-to-day operations and functions of our cultivation & marijuana infused products operations as well as Quality and Facilities departments. This position is responsible for the production, manufacturing and order fulfillment of finished goods.

#### **Responsibilities:**

- Coordinate production schedules and workflow to meet production requirements, completion of projects and ensure work is completed on time to produce finished goods.
- Determine amount of necessary inventory levels and resources for both workforce and raw materials.
- Ensure output of finished goods meets quality standards and metrics of desired dosage per product.
- Work with Director of Facilities to setup layout to ensure efficient space utilization.
- Ensure productivity targets are achieved and that warehouse processes are running smoothly and promptly.
- Plan schedules, assign tasks, supervise production staffing, appraise results and evaluate their performance.
- Keep and maintain tabs of all inventory levels, raw ingredients and work-in-process materials, including test result status.
- Work with Director of MIP Operations to be aware of which products are set to be in Production, send in special requests as needed.
- Create Production and Product Packaging priorities and schedule accordingly.
- Responsible for fulfillment and delivery of purchase orders for various distribution channels.
- Monitor equipment needs and capabilities for maximum efficiency and evaluate what equipment is needed for next stage of scaling.
- Manage and maintain company's marijuana/non-marijuana inventory online management systems.
- Determine when to order inventoriable items based on upcoming projections. Place orders to replenish stock avoiding insufficiencies or excessive surplus.
- Work with Sales/Marketing department to meet and prepare for demand.
- Enforce stringent GMP and hygiene policies.
- Maintain and enforce compliance protocols.
- Constantly be looking for ways to create efficiencies.
- Research and identify ways to save money in our processing.

#### **Required Skills & Qualifications:**

- Direct experience managing a marijuana facility or other vertically integrated facility preferably with a retail and/or regulatory component.
- Able to take responsibility for the company while maintaining a problem-solving, vision-based attitude.
- Legal and financial knowledge.
- Strong decision-making skills and a results-driven approach.
- Excellent organizational and planning skills.
- Knowledge of performance evaluation and budgeting concepts.



### **Director of Human Resources**

The Director of Human Resources is responsible for the administration and management of all human resource and compliance activities of United Cultivation in accordance with all state laws, local laws and standards set by United Cultivation. The Director of Human Resources provides support for all United Cultivation employees, including human resource materials and records, acquisition and termination materials and records, training materials and records, policy and procedure updates, and industry compliance updates. The Director of Human Resources is responsible for administrating and maintaining timely and accurate records of all human resource and compliance activities.

#### *Responsibilities:*

- **Human Resources Management:**
  - Responsible for the administration and management of all employee files, including acquisition, evaluation, maintenance and termination.
  - Responsible for providing human resource materials to employees and submitting completed documentation to the appropriate recipient.
- **Compliance Management:**
  - Ensures all licenses and permits for United Cultivation are current and in compliance with all state and local laws.
  - Administers all license and permit renewals in a timely fashion, ensures proper posting of all licenses and permits, and ensures all licenses and permits are current.
  - Ensures all documentation and reports are in good standing with the Secretary of State.
  - Serves as a resource for all employees concerning human resources, policies and procedures, industry news, and regulations.
  - Coordinates with the Vice President of Sales & Marketing and Executive Management Team to ensure accurate information is communicated to all employees.
- **Record-keeping and Documentation:**
  - Maintains accurate records of all United Cultivation human resources and compliance activities in accordance with the Cannabis Control Commission and standards set by United Cultivation.

#### *Required Skills and Qualifications:*

- Two years of experience in a position with managerial and human resource responsibilities.
- Thorough understanding of national, state and local marijuana laws and how they apply to the operations of United Cultivation.
- Excellent communication skills and attention to detail.
- Effective time-management and ability to multi-task.
- Ability to work in a fast-paced, changing and challenging environment.
- Proficiency in Microsoft-based software.

### **Director of Marketing & Communication**

The Director of Marketing & Communication will develop and direct our Marketing department from the ground up. This director will design, implement and monitor marketing strategies to help United Cultivation meet its organizational goals.

#### *Responsibilities:*

- Establish new accounts through incoming digital leads.
- Set up and manage drip campaigns in tandem with digital sales outreach strategies.
- Manage execution of ordering and coordinating promotional marketing materials.
- Develop marketing and analytics reporting practices to assess product launch success and performance.
- Run lead on attending Customer Appreciation Days as well as delivering key insights to the marketing team for improvement.
- Attend and livestream major marijuana events, including interviews, scavenger hunts, and other social promotions.
- Track and manage Key Performance Indicators (KPI).
- Conduct micro influencer canvassing and outreach.
- Coordinate delivery of promo packages for influencers.
- Communicate with dispensaries to gather key marketing feedback, assess product performance, and identify in-store visual merchandising opportunities.
- Make recommendations to retailers to improve partnerships, advertising strategies, and ensure brand integrity.
- Manage various daily marketing operations tasks.

#### *Required Skills and Qualifications:*

- Must be sociable and interested in interacting with many people in a dynamic environment, both in the office and beyond, on a daily basis.
- Excellent verbal communication and presentation skills.
- Outstanding interpersonal skills with the ability to close deals.
- Demonstrated ability to learn and apply product related information in a professional manner.
- High level of integrity, personal motivation, and sense of urgency.
- Willingness to work weekends on occasion to support industry trade shows and events.
- Willingness to work after-hours for educational business meetings, trade shows, events and presentations.
- 2–3 years of marketing experience.
- Social media marketing skills are a plus.
- Data analysis experience is a plus.

**Director of Finance**

The Director of Finance is responsible for ensuring complete and true records for United Cultivation accounting, tax filing, payroll, and inventory management. The Director of Finance is responsible for auditing and reconciling all AR/AP for United Cultivation's accounts. The Director of Finance must file all reports and records with the state and other enforcing agencies using approved methods and a pre-determined schedule.

*Responsibilities:*

- Manage monthly close, consolidation/combination.
- Maintain audit-readiness of all accounting books and records.
- Improve internal controls across all accounting processes and through small direct reports team.
- Position the company's accounting department for scale/growth.

*Required Skills and Qualifications:*

- Experience in an accounting role preferred.
- Accurate data-entry and record keeping.
- Ability to answer multi-phone line system.
- Strong attention to detail, organizational skills and time management abilities.
- Superior customer service skills.
- Ability to work in a fast-paced, changing and challenging environment.
- Proficiency in windows-based software and internet navigation.
- Knowledge of customer marijuana policy and law.
- Ability to make decisions as necessary with oversight when needed.

### **Director of Quality**

The Director of Quality is responsible for the assurance of quality products and processes by establishing and enforcing quality standards in accordance with the State of Massachusetts and standards set by United Cultivation. Develops policies and procedures for testing materials and product. Maintains United Cultivation staff results by coaching, counseling, planning, monitoring, and appraising job results. Serve as a resource for administration and management teams for policy and procedure updates and training.

#### *Responsibilities:*

- Quality Assurance Program Management:
  - Establishes quality and reliability standards in accordance with the State of Massachusetts and all other applicable regulatory agencies.
  - Establishes standards for the disposition of finished product by devising evaluation tests, methods, and procedures.
  - Communicate product and consumer requirements with other members of the United Cultivation management and administration team.
  - Establishes raw material standards by studying manufacturing and engineering requirements; conferring and negotiating with suppliers; devising testing methods and procedures.
  - Completes quality assurance operational requirements by scheduling and assigning tasks and following up on work results.
- Reporting and Documentation:
  - Prepares product and process quality reports by collecting, analyzing, and summarizing information and trends.
  - Achieves financial objectives by preparing the quality assurance budget, scheduling expenditures, analyzing variances, and initiating corrective actions.
  - Maintains professional and technical knowledge by attending educational workshops, reviewing professional publications, and establishing personal networks.
  - Develop monthly summary for the Vice President of Operations of all quality assurance discrepancies and how the issues have been resolved and/or mitigated.

#### *Required Skills and Qualifications:*

- Professional experience in food or manufacturing industries preferred.
- Masters of Science degree in Microbiology or similar field preferred.
- Strong communication and leadership qualities. Exhibits a sense of urgency when necessary. Ability to direct, coach, support, and delegate tasks to United Cultivation management, administration, and agent teams.
- Ability to issue and explain instructions effectively.
- Demonstrated experience in a position requiring critical thinking, problem solving, planning and assessment.
- Computer literacy in word processing, point of sale systems, and data base management.
- Commitment to working with shared leadership and in cross functional teams.
- Strong oral and written communications skills.
- Ability to manage multiple projects at a time.



### **Director of Facilities**

The Director of Facilities is responsible for managing the design, planning and construction of projects, as well as the maintenance of HVAC systems, equipment, buildings and other facilities. The position plans, budgets and schedules facility modifications, including estimates on equipment, labor, materials and other related costs. It's the responsibility of the Director of Facilities to ensure that personnel are carrying out their tasks on-time, working in a safe manner and leaving work areas clean after projects are completed.

#### *Responsibilities:*

- Oversee the coordination of building space allocation and layout, and facility expansion.
- Plan budgets and schedule facility modifications, including cost estimates.
- Inspect construction and installation progress.
- Initiate planned maintenance programs for a variety of equipment.
- Manage preventive maintenance of facility equipment, including HVAC and vehicles.
- Oversee the parking program.
- Oversee the cleaning and maintenance of facilities.
- Assist the Vice President of Operations in developing and administering the annual budget.
- Provide timely feedback, professional development and personnel evaluations for direct reports.

#### *Required Skills & Qualifications:*

- 3-5 years progressive experience and responsibility in construction and/or HVAC field, a minimum two of which were holding a supervisory position managing a staff.
- Facility maintenance experience.
- Customer/Client Focus.
- Communication Proficiency.
- Problem Solving/Analysis.
- Project Management.
- Ability to plan, organize and manage work initiatives.
- Strong verbal communication skills.
- GMP/GLP, ISO 9001 and ISO 17025 experience helpful.

## **HR Manager**

The HR Manager is responsible for supporting the development and maintenance of human resource functions such as employee relations, policy and program development, implementation, training and development, and performance management.

### *Responsibilities:*

- Full-cycle, high volume recruiting including job postings, sourcing, screening, interviewing and new hire onboarding/data entry.
- Implement and administer Executive Leadership Team approved policies.
- Manage all HR matters company wide and report to Director of Human Resources with extenuating matters.
- Provide high-quality coaching and mentoring to management on employee relations and performance management issues.
- Create and implement programs to help improve the employee experience.
- Filing workers compensation claims.
- Responding to unemployment claims as needed.
- Administrative duties to include HRIS data entry, filing, and other day-to-day organizational tasks.
- Assist with benefits open enrollment.
- Assist with the development and implementation of Human Resources SOPs and policies.
- Willing to learn and take on other HR related projects.
- Prepare and deliver all offers, severance and termination letters.
- Develop, present and implement all onboarding and training materials for new employees.
- Manage record keeping in a compliant and organized fashion.

### *Required Skills & Qualifications:*

- Bachelor's Degree in Human Resources Management or related discipline, preferred.
- 5 years directly related HR experience in an HR Generalist, HR Recruiter or HR Coordinator role is required.
- Expertise in HR Policies and Procedures.
- Strong knowledge of hiring processes.
- Strong understanding of HR best practices and current regulations.
- Superior communication skills.
- Sound judgment and problem-solving skills.
- Demonstrated ability to work in a fast-paced environment and wear many hats.
- Customer-focused attitude, with high level of professionalism and discretion.

## **Marketing Manager**

The Marketing Manager will combine marketing, advertising and sales skills to promote the company's products, and will help guide the marketing process from conception to execution in a rapidly-growing company. The Marketing Manager will also be responsible for raising awareness of our dispensaries within the community, driving traffic to the dispensaries, maintaining open communication with patients and the community, and providing outreach and education.

### *Responsibilities:*

- Assist in developing and implementing marketing strategies to increase sales.
- Plan fun events, charity events, convention events and fully staff and execute them.
- Follow up with all phone inquiries daily.
- Following market trends and presenting creative ideas.
- Provide weekly market analysis and competitor pricing strategies analysis.
- Manage affiliate marketing programs.
- Enhance brand identity with creative works and communication with creative department.
- Analyze data to report on brand growth, make suggestions.
- Review information about market trends and use that information to help better inform strategy recommendations.
- Help shape the public image of the company and/or specific products through branding strategies that are used for promotional or informational purposes.
- Be/become an expert in the industry, market, and trends.
- Help identify impactful products and valuable exclusives.
- Oversee the web page for user friendly and informative information.
- Coordinate content.
- Leading project initiatives across all elements of the marketing mix.
- Execute marketing communication plans via advertising and consumer promotions, including social media, PR, and consumer participation.
- Stay current with inventory and marijuana knowledge.

### *Required Skills & Qualifications:*

- Bachelor's Degree in Marketing or a related field.
- 4+ Years of experience in a related role.
- Fluent with Adobe Suite including AI, and creative software.
- Strong communication skills to help effectively develop brand strategies and work with other staff effectively.
- Must possess analytical skills for reviewing data to make informed decisions on market trends.
- Minimum of 2-3 years' experience in marketing and outreach.
- Prior experience working within the marijuana industry a major plus.
- Photography Skills a major plus.
- Familiarity with Massachusetts Marijuana Program rules and regulations, specifically in relation to marketing and advertising.
- Ability to effectively communicate with all levels of the organization.
- Leadership and interpersonal skills.
- Ability to travel to events and locations.

### **Community Relations Manager**

The Community Relations Manager will be someone who will immerse themselves in each community and build relationships with the groups and individuals throughout and must have experience preferably in the healthcare marketing and outreach industry. This individual must be a self-starter, goal oriented and able to interact with all of our customers.

#### *Responsibilities:*

- Outreach to all law enforcement groups, civic groups, mental health providers, treatment providers, schools, churches, hospitals, senior centers and government entities to conduct educational groups and raise awareness of the program.
- Coordinate panel events in communities including doctors, customers and parent advocates for the marijuana program.
- Become a liaison within the community to not only educate but also to enhance the community through sponsorship of events, memberships and building relationships in the community.
- Support Diversity Program performance and work with leadership to ensure compliance.

#### *Required Skills & Qualifications:*

- Excellent written and verbal communication.
- Compassionate and strong work ethic.
- Strong attention to detail and must have a team-player mentality.
- Ability to deal with problems and resolve in a professional manner.
- Must be able to accommodate scheduling expectations, including weekends/night when applicable.



**Payroll Manager**

The Payroll Manager will be responsible for the administrative tasks associated with United Cultivation payroll for all of our operational groups and locations.

*Responsibilities:*

- Support Director of Finance with bi-weekly payroll functions.
- Monitor employee hours for fulltime status and benefits eligibility.
- Coordinate with Finance on mileage reimbursement.
- Enter new hires into timekeeping platform.

*Required Skills & Qualifications:*

- Experience in ADP Workforce Now preferred.
- BA in Accounting or Human Resources preferred.
- Advanced knowledge in Excel required.
- Familiar with MA Wage and Hour Laws.
- Multi-tasking and Organizational skills.

### **Accounts Payable Manager**

The Accounts Payable Manager will have responsibility for managing all activities within the AP function.

#### *Responsibilities:*

- Manages AP department: Customer Vendor Relations, which handles all cash disbursements, 1099 and tax related matters.
- Ensures timely payments of vendor invoices and expense vouchers and maintains accurate records and control reports.
- Reviews applicable accounting reports and AP register(s) to ensure accuracy.
- Manages accounting functions including maintenance of general ledger, AP, and billings related to project accounting; ensures accuracy and timeliness.
- Develops, implements and maintains systems, procedures and policies, including accounts payable functions to ensure adherence to company guidelines.
- Manages monthly closing of financial records and posting of month end information, including assisting in the month-end accrual process; ensures accuracy of financial statements.
- Enters status change information into project management software to ensure all project information is accurate and up to date.
- Provides accounting assistance to project managers and operations staff – including procurement.

#### *Required Skills & Qualifications:*

- Bachelor's degree in business administration, accounting, finance, or related field preferred.
- Seven or more years of accounting experience – preferably in Accounts Payable.
- At least 3 years of leadership experience included.
- Experience working with GAAP and ERP systems.
- Strong personal computer and business solutions software skills.
- Strong interpersonal skills for interacting with accountants, vendors, and upper management.
- Good communication skills for communicating with support personnel and management.
- Strong analytical and problem-solving skills.

### **Purchasing Manager**

The Purchasing Manager will oversee the Purchasing function and ensure our fast-paced retail, manufacturing and cultivation operations are adequately stocked at all times by monitoring and forecasting demand levels and determining quantity and timing of deliveries.

#### *Responsibilities:*

- Manage all supply chain activities from both the strategic and tactical perspective.
- Plan, organize, or manage the work of direct (and indirect) reports to ensure that the work is accomplished in a manner consistent with organizational requirements.
- Manage forecasting.
- Manage production planning and scheduling.
- Manage activities related to strategic or tactical purchasing, material requirements planning, controlling inventory, warehousing, or receiving.
- Define performance metrics for measurement, comparison, or evaluation of supply chain factors, such as product cost or quality.
- Develop procedures for coordination of supply chain management with other functional areas, such as sales, marketing, finance, production, or quality assurance.
- Recommend or authorize capital expenditures for acquisition of new equipment or property to increase efficiency and services of operations department.

#### *Required Skills & Qualifications:*

- Excellent verbal and written communication and comprehension skills.
- Strategic thinking.
- Business acumen.
- Knowledge of general business financials and management of financial resources.
- Problem assessment and solution ability- identifies problems, determines possible remedies, determines the best solution for the business and implements corrective action.
- Organizing, planning and prioritizing work.
- General business administration and management.
- Customer service.
- Production and processing.
- Complex problem solving, good judgement and decision-making acumen.
- Critical thinking.
- Negotiation.
- Proven track record of effective people management from selection, engagement to retention.
- Knowledge of safety and security compliance, procedures and best practices.
- Microsoft Office.

**Quality Manager**

The Quality Manager will be responsible for overseeing quality-related activities at United Cultivation associated with sampling and inspection of finished products, customer complaints, product investigations, and Corrective and Prevention Action (CAPA) plans. Product families include marijuana flower, marijuana oil, manufacturing infused products (lotion, capsules, vape pens/cartridges, transdermal patches), and food products (chocolate, gummies, cookies). This position will be responsible for ensuring products are being produced in a manner that meets all specifications and brand consistency. You will also lead efforts to identify potential quality risks and working with operations personnel to develop improvement opportunities. The ideal candidate must possess a strong attention to detail and experience working within a highly regulated industry.

*Responsibilities:*

- Performs finished product sampling and inspection.
- Assist with QMS document writing and revisions, including routing and/or approval of change request packages.
- Inspects packaged orders to ensure correct content and quantities, as deemed necessary.
- Inspects retain samples and customer return samples, as deemed necessary.
- Reviews in-process batch documentation, logbooks, test results, and good documentation practices.
- Collaborates with operational functions to troubleshoot manufacturing and production defects, CAPA, and customer complaints. Provides advice with process improvements to eliminate errors and reduce risk.
- Consolidates technical information from operations and manufacturing personnel and prepares written investigation and CAPA reports which may be provided to state regulators. Discuss quality-related issues with state regulators, as needed.
- Monitors compliance to established Good Manufacturing Practice (GMP) and SQF (Safe Quality Foods) guidance.
- Facilitates creation of and/or updates to product safety plans or product process parameters.
- Conducts all duties in compliance with safety rules, applicable SOPs, and other applicable guidelines.

*Required Skills & Qualifications:*

- Bachelors Degree, 5+ years' experience in a quality role.
- Prior experience in highly regulated industry: healthcare, medical devices, pharmaceutical, consumer packaged goods (food), marijuana. Highly desirable: FDA, HACCP, SQF experience.
- Prior experience in Quality Assurance or Quality Control function.
- Prior experience in regulatory agency audits and correspondence.
- Ability to create or update written procedures with site operations personnel.
- Strong written and verbal communication skills, including writing executive summaries and communicating with senior level operations, quality management team, and regulatory agencies.
- Utilizes critical thinking to troubleshoot issues, work collaboratively with a team to brainstorm solutions, and implement improvement solutions.



### **Inventory Manager**

The Inventory Manager is responsible for ensuring the inventory management and METRC tracking system reflects the real time inventory activities of United Cultivation. The Inventory Manager must audit all entries, movements, transfers, and other inventory activities on a daily basis and investigate any discrepancies found.

#### *Required Skills & Qualifications:*

- Experience in an inventory management role preferred.
- Accurate data-entry and record keeping.
- Ability to answer multi-phone line system.
- Strong attention to detail, organizational skills and time management abilities.
- Superior customer service skills.
- Ability to work in a fast-paced, changing and challenging environment.
- Proficiency in windows-based software and internet navigation.
- Knowledge of customer marijuana policy and law.
- Ability to make decisions as necessary with oversight when needed.

### **Compliance Manager**

The Compliance Manager is responsible for regulatory compliance with all applicable state and local laws and regulations throughout all of United Cultivation's locations and operations functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization.

#### *Responsibilities:*

- The position ensures the members of the company, management and employees are in compliance with the rules and regulations of regulatory agencies, that company policies and procedures are being followed, and that behavior in the organization meets the company's Standards of Conduct.
- Verifies and maintains software and technology in place to adequately provide oversight, security, and monitoring in all required areas.
- Advises management on the implementation or operation of compliance programs.
- Monitors compliance systems, policies and procedures to ensure their effectiveness.
- Files appropriate compliance reports with regulatory agencies and coordinates with the United Cultivation accountant to collect and file taxes for all for all of United Cultivation entities.

#### *Required Skills & Qualifications:*

- Excellent analytical skills and understanding of all applicable existing and recent legislation.
- Ability to comprehend complex legislature and apply implications on the operations of United Cultivation.
- Previous experience in a similar position or education in law, public administration, industrial hygiene or similar field is required.
- Strong communications skills are required as the Director of Quality will be responsible for maintaining dialog and relationships with state department officials, law enforcement, landlords, city personnel, as well as the directors, management, and employees of United Cultivation.

### **Security Manager**

The Security Manager will be responsible for ensuring United Cultivation to the Security protocols detailed in our operation procedures and guidelines. In addition, this position will play a key role in our compliance to our security envelope and safety precautions within our campus.

#### *Responsibilities:*

- Responsible for audit process and continual review of security measures and systems.
- Liaison with state and local law enforcement members.
- Able to develop and manage security protocols in accordance with United Cultivation policies.
- Able to identify and respond to breaches in security or dangerous situations.

#### *Required Skills & Qualifications:*

- Must have knowledge of marijuana policy and law and be able to provide security for transportation activities.
- Experience in a security or law enforcement role preferred.
- Accurate data-entry and record keeping.
- Strong attention to detail, organizational skills and time management abilities.
- Ability to work in a fast-paced, changing and challenging environment.
- Proficiency in windows-based software and internet navigation.
- Ability to make decisions as necessary with oversight when needed.

**Director of Retail**

The Director of Retail is responsible for managing day to day operations of the United Cultivation retail operation in accordance with state and local laws, and standards set by United Cultivation. The Director of Retail provides support to the General Manager, which includes: scheduling, training, providing policy and procedure updates, product information, and keeping updated with industry news. The Director of Retail is responsible for maintaining the retail sales floor, ordering and receiving all inventory and products, arranging deliveries, and maintaining facility compliance and cleanliness. The Director of Retail must maintain a professional appearance, organized work environment and facility appearance.

*Responsibilities:*

- **Agent Support and Management:**
  - Responsible for managing retail staff, schedules, inventory and customer relations.
  - Serves as a role model and resource for retail staff concerning products and services, policies and procedures, industry news and changes in regulations.
  - Responds to all agent questions, concerns or suggestions and takes action when necessary to resolve conflicts.
  - Responsible for delegating tasks to agents in order to maintain a compliant and clean facility.
  - Coordinates with the Vice President of Sales & Marketing to ensure accurate information is communicated to retail staff.
- **Customer Service:**
  - Provides superior customer service for vendors and customers.
  - Responds to all customer complaints, requests, concerns, suggestions and takes action when necessary to resolve conflicts.
  - Oversee orders and deliveries to ensure accurate order information and timeliness of deliveries.
- **Reports and Documentation:**
  - Maintain accurate records of all retail activities including customer records, sales, deliveries and returns in accordance with the State of Massachusetts and the standards set by United Cultivation.
  - Maintain inventory control system and perform daily counts of all marijuana and marijuana products in the facility.
  - Provide regular inventory and sales reports to the Vice President of Sales & Marketing.

*Required Skills and Qualifications:*

- Bilingual (English/Spanish) applicants strongly preferred.
- Four years of experience in a position with managerial and inventory responsibilities.
- Thorough understanding of state and local marijuana laws and how they apply to the operations of United Cultivation.
- Experience with an inventory system.
- Excellent communication skills and attention to detail.
- Effective time management and ability to multitask.
- Proficiency in Windows based software and point of sale applications.
- Ability to work in a fast paced, changing and challenging environment.



**General Manager, Retail Operations**

The General Manager is responsible for managing day to day operations of the United Cultivation retail operation in accordance with state and local laws, and standards set by United Cultivation. The General Manager provides support to all retail agents, which includes: scheduling, training, providing policy and procedure updates, product information, and keeping updated with industry news. The General Manager is responsible for maintaining the retail sales floor, ordering and receiving all inventory and products, arranging deliveries, and maintaining facility compliance and cleanliness. The General Manager must maintain a professional appearance, organized work environment and facility appearance.

*Responsibilities:*

- **Agent Support and Management:**
  - Responsible for managing retail staff, schedules, inventory and customer relations.
  - Serves as a role model and resource for retail staff concerning products and services, policies and procedures, industry news and changes in regulations.
  - Responds to all agent questions, concerns or suggestions and takes action when necessary to resolve conflicts.
  - Responsible for delegating tasks to agents in order to maintain a compliant and clean facility.
  - Coordinates with the Director of Retail to ensure accurate information is communicated to retail staff.
- **Customer Service:**
  - Provides superior customer service for vendors and customers.
  - Responds to all customer complaints, requests, concerns, suggestions and takes action when necessary to resolve conflicts.
  - Oversee orders and deliveries to ensure accurate order information and timeliness of deliveries.
- **Reports and Documentation:**
  - Maintain accurate records of all retail activities including customer records, sales, deliveries and returns in accordance with the State of Massachusetts and the standards set by United Cultivation.
  - Maintain inventory control system and perform daily counts of all marijuana and marijuana products in the facility.
  - Provide regular inventory and sales reports to the Director of Retail Manager.

*Required Skills and Qualifications:*

- Bilingual (English/Spanish) applicants strongly preferred.
- Two years of experience in a position with managerial and inventory responsibilities.
- Thorough understanding of state and local marijuana laws and how they apply to the operations of United Cultivation.
- Experience with an inventory system.
- Excellent communication skills and attention to detail.
- Effective time management and ability to multitask.
- Proficiency in Windows based software and point of sale applications.
- Ability to work in a fast paced, changing and challenging environment.

**Assistant General Manager, Retail Operations**

The Assistant General Manager works with the General Manager to ensure retail operations are successful and compliant.

**Required Skills & Qualifications:**

- Must have excellent people skills and a high level of knowledge regarding marijuana products.
- Demonstrated experience managing agents and basic business operations.
- Demonstrated experience in a position requiring critical-thinking, problem-solving, planning and assessment.
- Computer literacy in word processing.
- METRC and database management.
- Knowledge of marijuana policy and law.

### **Retail Agent**

Retail Agents will assist the retail management team with the activities and operations of the store, while abiding by policies, procedures and operational guidelines. Retail Agents are responsible for helping customers, checking them out, cash handling and customer service. Agents must possess the ability to listen well and communicate effectively with various audiences.

#### *Responsibilities:*

- Responsible for sales and customer experience by maintaining a tidy, safe, and inviting store environment.
- Ensure the sales floor is properly stocked and the presence of the store is well maintained.
- Promote a work environment that is positive, customer-service oriented, and compliant with established policies and procedures.
- Maintain product knowledge.
- Greeting customers warmly when they enter.
- Accurately use and maintain the Point of Sale (POS) system in person and for placing phone orders.
- Correct cash handling and discount application.
- Accurate and timely data entry of patient profiles.
- Verifying proper paperwork, documentation and ID for customers.

#### *Required Skills and Qualifications:*

- Exceptional Customer Service skills.
- Desire to learn about our products and marijuana therapies.
- Knowledge of basic computer skills, Point of Sale software and cash management is a plus.
- Strong attention to detail and a team-player mentality.
- Fun attitude and strong work ethic.
- 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.
- Responsible for dispensing duties and helping customers find the right product for their needs.
- Handles products and assists customers; may also be in charge of inventory.
- Must have excellent people skills and a high level of knowledge regarding marijuana products.

**Director of Cultivation Operations**

The Director of Cultivation Operations is ultimately responsible for the oversight of cultivation operations with a principal focus on plant health and yields. This position will be able to report on all stages and aspects of planning production and cultivation. The Director of Cultivation Operations must ensure that all employees are managing each production stage properly, and reporting complete and correct data to ensure success.

*Responsibilities:*

- Oversee planning and production of all stages of marijuana cultivation.
- Maintain health in mother plants and develop genetics.
- Work with nutrient salts to develop a custom solution.
- Deliver detailed reports of production development and suggestions for improvements.
- Ensure accurate inventory tracking and reporting.
- Assist the Vice President of Operations in tracking and managing department's budget.
- Works closely with Director of MIP Operations on product availability.
- Maintain compliance and state regulations, enforce company policies and SOPs.
- Maintain an organized and clean working environment.
- Implementation and Development Responsibilities:
  - Fertigation system, Plant spacing, Nutrient levels, Pest management, Environmental controls, Quality controls, Maintenance.
- Staffing Responsibilities:
  - Supervise and coordinate tasks to align with department goals-monitor progress.
  - Assist in hiring/interviewing, Training, Plant maintenance, Equipment use, Safety, SOPs, Corrective Action/Terminations.
  - Monitor and implement opportunities for internal advancement internal.
  - Offer guidance and develop of employees for professional growth.
  - Scheduling.
- Data Systems and Analytics Responsibilities:
  - Setup data collection systems.
  - Setup fertigation data.
  - Define and generate reports for Vice President of Operations.

*Required Skills & Qualifications:*

- Bachelor's degree with a focus on Horticulture, Plant Science or Crop Management.
- Five or more years of relevant work experience in a hydroponic vegetable production, bedding plant production or marijuana production facility, along with knowledge of strain and plant genetics is desired.
- Ability to understand and be able to oversee and manage all production cycles in large-scale agriculture.
- Must be able to identify problems, recommend alternatives and implement solutions.
- Strong computer skills for data entry, analytical skills, adaptability, communication, problem solving and versatility.
- This candidate must take initiative, make decisions and be proactive, detail oriented, highly organized, positive and enthusiastic.



**Master Grower, Cultivation Operations**

The Master Grower is in charge of all operations that involved horticulture decisions. This person should have either an extensive background in growing that may include, but does not require formal education in horticulture. The Master Grower owns and maintains SOPs and artifacts stemming from the SOPs (such as pesticide inventory sheets, spray schedules, nutrient formulation records, etc.) to ensure proper operation of United Cultivation.

*Responsibilities:*

- The Master Grower works with executive management and Vice President of Operations to set production quotas.
- The Master Grower will make decisions pertaining to quality and the need to divert product from the flower path. The choice to divert flowers to extraction is a significant financial decision that should be exercised by an individual who demonstrates good knowledge of plant infestations along with solid decision-making skills.
- The Master Grower is the primary source of pest management direction for the operation.
- The Master Grower will collaborate with the Vice President of Operations to define, execute and review results of all horticulture trials.
- The following are responsibilities for the Master Grower that the following will be completed:
  - Pest management is everyone's job and the knowledge of the pests will face day to day is concentrated enough that anyone touching plants should learn the routines used for control. A solid grasp of Integrated Pest Management (IPM) serves as the basis for any grow team to look for ways to improve their pest management results.
  - After light, nutrients exert the most influence over plants and an ability to analyze and propose new formulations of nutrients is a key skill for an operation. This includes having the ability to change the growing habits of plants through nutrient management. This skill requires a basic level of knowledge of nutrients and the role they play at different growth phases along with the signs and symptoms of deficiencies and toxicities. Nutrient recipes are owned and approved by the director of cultivation, but staff should be able to use the tools of using laboratories and using on-site testing with such equipment as pH and EC meter. The nutrient discussion covers water, media and nutrients and the nutrient specialist must be able to talk to all of these topics.
  - Ensure all cultivation staff have appropriate education/training materials for cultivation tasks.

*Required Skills and Qualifications:*

- Extensive experience in marijuana cultivation on a large scale.
- Knowledge of the key inputs of light, water and nutrients.
- Familiarity with IPM – integrated pest management.
- Knowledge of pesticides, their use and restrictions on them.
- Performance metrics.
- Resolves cultivation issues in a timely fashion.
- Processes defined by the HG consistently deliver on yield and quality.
- Responsible for day-to-day operations, manages all agents, agent training, monitors cultivation, inventory, and reports any loss or irregularities.

### **Assistant Master Grower, Cultivation Operations**

The Assistant Master Grower will work under the guidance of the Master Grower. The Assistant Master Grower will play a hands-on role in the production, cultivation, and harvest of our marijuana, from cloning new marijuana plants through fine tuning the finished flower in the trim room.

#### *Responsibilities:*

- Perform all the tasks in the grow cycle, including transplanting, feeding, cloning, cropping, inventory management, etc.
- Hire, train, and manage cultivation team
- Ensure that the quantity, mix, and yield of strains planted will meet goals and specifications.
- Set cultivation goals and performance metrics and criteria
- Establish planting, harvesting schedules, including many harvests per year at multiple grow sites
- Ensure accurate management communication and reporting
- Ensure that all cultivation-related SOPs are followed
- Comfortable spending extended periods in remote locations

#### *Requires Skills & Qualifications:*

- Extensive experience in marijuana cultivation on a large scale.
- Knowledge of the key inputs of light, water and nutrients.
- Familiarity with IPM – integrated pest management.
- Knowledge of pesticides, their use and restrictions on them.
- Resolves cultivation issues in a timely fashion.
- Processes defined by the HG consistently deliver on yield and quality.

### **Grow Supervisor, Cultivation Operations**

The Grow Supervisor is a staff agent who assists in all cultivation activities as assigned. May be assigned to plant care, sanitation or harvesting and processing duties. The Grow Supervisor will work under the Master Grower and Assistant Master Grower in duties specified or required.

#### *Responsibilities:*

- Perform all the tasks in the grow cycle, including transplanting, feeding, cloning, cropping, inventory management, etc.
- Ensure that the quantity, mix, and yield of strains planted will meet goals and specifications.
- Establish planting, harvesting schedules, including many harvests per year at multiple grow sites
- Ensure accurate management communication and reporting
- Ensure that all cultivation-related SOPs are followed
- Comfortable spending extended periods in remote locations

#### *Requires Skills & Qualifications:*

- Knowledge of the key inputs of light, water and nutrients.
- Familiarity with IPM – integrated pest management.
- Knowledge of pesticides, their use and restrictions on them.
- Resolves cultivation issues in a timely fashion.
- Processes defined by the HG consistently deliver on yield and quality.

**Harvest Technician, Cultivation Operations**

The Harvest Technician provides on-site support for the harvesting, trimming, and packaging of United Cultivation product. The Harvest Technician completes tasks assigned by the Master Grower to ensure the visual aesthetic and high quality of United Cultivation product. The Harvest Technicians must carry out day-to-day tasks including plucking, trimming, hanging, and drying of product. Maintain excellent personal hygiene, workspace cleanliness, and quality control measures to ensure high quality product in accordance with the state and standards set by United Cultivation.

*Required Skills and Qualifications:*

- Two years of experience in a general production, preferably a regulated field producing for human consumption. Or, any satisfactory combination of experience and training which clearly demonstrates the ability to perform the above-described duties.
- Effective time-management skills and ability to multi-task.
- Ability to sit and trim for extended time periods.
- Ability to work in a fast-paced, changing and challenging environment.

### **Packaging Technician, Cultivation Operations**

Packaging Technicians assist with all aspects of preparing marijuana for sale once it is ready to be packaged. From grading to labeling, our teams need to efficiently engage in each step and work together to make sure our product goes to market in an efficient way while maintaining its quality and integrity.

#### *Responsibilities:*

- Accurate package marijuana flower, edibles, and concentrates, ensuring compliance with state regulations and company policies and procedures.
- Maintain the highest levels of cleanliness and sterility inside the processing area.
- Aid in the oversight of inventory of bulk and prepackaged products. Set up appropriate inventory levels, ensure proper quantity of packages/products to meet production requirements.
- Making sure all labeling and recording of inventory data into inventory tracking system is done in compliance with state and United Cultivation regulations and procedures.
- Responsible for Quality Control and maintenance of all packaging equipment.
- Ensure daily compliance with policies and procedures including but not limited to; state compliance, security protocols, and access protocols.
- Lead continuous improvement initiatives to maximize productivity levels through efficiencies in human capital, reduction of material waste, and elimination of downtime; continue to develop and improve safety programs and best practices.
- Take instructions well and help on tasks delegated by Supervisor or Management.
- Work in a fast-paced environment where major changes happen quickly.

#### *Required Skills and Qualifications:*

- Knowledge of local and state laws and regulations pertaining to retail marijuana.
- Must already possess or be able to qualify as a Registered Agent.
- Must successfully pass an extensive background check.
- Must have reliable transportation.
- Working knowledge of retail marijuana industry.
- Working knowledge of METRC point of sale system (a plus).
- Reporting and Information Management: must have proficiency in Microsoft Office and experience with process management, team problem solving, and inventory control.



### **Director of MIP Operations**

The Director of MIP Operations is responsible for the oversight of manufacturing operations with a principal focus on safety and quality.

#### *Responsibilities:*

- Tasked with operating and maintaining production of Marijuana Infused Products.
- Effectively manage MIPs preparation, production, and controls for high-volume marijuana-infused products.
- Follow Existing Operational Procedures & work to develop SOPs with Senior Management.
- Implement production processes and schedules.
- Sourcing & Ordering high-quality ingredients for production needs.
- Assist Senior Management with hiring and developing kitchen staff as needed
- Ensure consistency and efficiency of product through quality control, testing, and procedures

#### *Required Skills & Qualifications:*

- Minimum 3 years of experience of food science experience in a professional setting. Food Science degree is preferred.
- Minimum 3 years of experience formulating confectionery and nutraceutical products in a commercial production setting to be released to the public market.
- Experience emulsifying hydrophobic with hydrophilic products and sonicating active ingredients into various bases.
- Knowledge of food allergens and nutritional value, with an emphasis on natural food products.
- Experience working with confectionery and nutraceutical flavors and ingredients.

### **Production Manager, MIP Operations**

The Production Manager will be tasked with operating and maintaining production of Marijuana Infused Products, as well as work with Senior Management to develop SOPs, new products, and oversee MIPs production team. Previous food manufacturing, baking, or confectionary experience and familiarity with marijuana is preferred.

#### *Responsibilities:*

- Effectively manage MIPs preparation, production, and controls for high-volume marijuana-infused products.
- Follow Existing Operational Procedures & work to develop SOPs with Vice President Operations.
- Implement production processes and schedules.
- Sourcing & Ordering high-quality ingredients for production needs.
- Assist Senior Management with hiring and developing kitchen staff as needed.
- Ensure consistency and efficiency of product through quality control, testing, and procedures.
- Maintaining strict inventory records of all marijuana, food product, and equipment.
- Develop new recipes and products.
- Disposal of waste according to state guidelines.
- Cleaning and sanitization of all equipment, work surfaces, and tools.
- Works with testing laboratory as defined by state guidelines.
- Work with Director of MIP Operations to deliver product on schedule.

#### *Required Skills and Qualifications:*

- Minimum 2 years' experience high volume chef or food manufacturing preferred.
- Previous leadership/management experience.
- Experience cooking with marijuana and in creating MIPs preferred.
- Management & employee development experience.
- Ability to multi-task in a fast-paced environment.
- Good organizational skills to create an organized kitchen for the highest level of productivity.
- Excellent planning skills to make the daily operations go smoothly.
- Recognize time constraints and effectively execute fulfilling orders in a timely manner.
- Creative and positive attitude to come up with new recipes to impress.

### **MIP Packaging Manager, MIP Operations**

Packaging Manager is responsible for handling and processing dry plant material, running standard production machinery, and assisting with general packaging of products within our production facility.

#### *Responsibilities:*

- Safely and efficiently trim flower alongside our trim staff according to United Cultivation standard operating procedures (SOPs) and good manufacturing practices (GMP).
- Effectively prepare flower material for pre-roll production and run the basic machinery to roll prerolls.
- Accurately perform filling, packaging, and labeling of products within the production facility. This includes, but is not limited to: bulk flower, prerolls, cartridges, concentrates, edibles, and other marijuana infused products.
- Continuously monitor the quality of all items associated with filling, packaging, and labeling in order to minimize waste or rework.
- Maintain that all production areas and equipment are clean and sanitized at all times according to United Cultivation standard operating procedures.
- Ensure that all sections of production are in complete accordance with all Massachusetts set regulations.
- Maintain accurate records of daily production and communicate those records to management.
- Work as a member of a fast-paced team environment to help the team meet group goals.
- Understand and apply the use of METRC, our proposed seed to sale tracking program.
- Possess a willingness to work hard and learn every day.

#### *Required Skills and Qualifications:*

- High School Diploma or General Education Degree (GED).
- Must remain in compliance with local, state, federal, and internal policies and regulations for working in the marijuana industry.
- Must demonstrate exceptional attention to detail.
- Experience in production or manufacturing environments in compliance with 21 CFR Part 211- Current Good Manufacturing Practice (cGMP) and/or ISO 9000 is strongly preferred.
- Experience in the marijuana industry is preferred.
- Experience with computers and seed to sale tracking software is preferred.
- Must be able to lift or push items weighing up to 50 pounds (22kg).
- Must be able to stand or sit for extended periods of time.
- Must be capable of frequent and repetitive hand movements.
- Must be able to bend, squat, crouch, kneel, and walk intermittently throughout the day.
- Must have open availability in regards to scheduling.

### **Master Extractor, MIP Operations**

The Master Extractor will report to the Director of MIP Operations and will be responsible for oversight of the United Cultivation product extraction business operations.

#### *Responsibilities:*

- Operate, maintain, and clean extraction equipment
- Operate, maintain, and clean laboratory and refining equipment
- Leads the team in adapting to new opportunities and changes in direction from Management or Executive leadership
- Ensure an overall positive, safe, clean and productive environment
- Accurately follow all standard operating procedures
- Adapt to new opportunities and changes in direction from Management and Executive Leadership
- Maintain accurate data logs
- Assist in internal department audits
- Participate in experiments and analysis with the guidance of the department Manager, to implement recommendations for improving quality, cost and efficiency of the department and products
- Participate in ongoing education and professional development opportunities
- Work collectively and respectfully with other team members
- Maintain accurate data entry
- Ensure all employees are upholding department standards
- Work with department manager to develop production schedules
- Provide guidance and training to new employees
- Lead the department in continuous improvement initiatives
- Maintain department maintenance logs and trackers

#### *Required Skills & Qualifications:*

- 2+ yrs. experience with various extraction techniques, in particular CO2 extraction, is desirable.
- 2+ yrs. working in a laboratory setting or process production operation is desirable.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.
- Throughout extended periods, must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the work day. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
- Excellent communication skills and leadership both verbally and through written media.
- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time.

### **Assistant Extractor, MIP Operations**

This position is responsible for commercial production as well as refinement to the existing process and the development of new ones. This position takes direction and completes tasks assigned by the Master Extractor, with the primary responsibility to monitor, maintain and organize the efficiency of the production area while adhering to all state and local requirements.

#### *Responsibilities:*

- Prepares equipment and plant materials for extraction.
- Ability to understand and operate highly sophisticated extraction equipment.
- Maintain laboratory and equipment cleanliness to meet the state and local requirements.
- Maintain inventory records of all plant materials, chemicals and equipment used in the lab.
- Operating, maintaining, repairs and adjustments to lab equipment.

#### *Required Skills & Qualifications:*

- Must be proficient in the Principles of Biochemistry, Organic and Inorganic Chemistry.
- Must be proficient in laboratory procedures, techniques and language used in a Chemistry lab.
- Must be proficient in the scientific methods of measurements.
- Must be proficient in the proper safety and handling of harmful chemicals, substances and hazardous waste.
- A minimum of 2 yrs. experience with Super-critical Co2 extraction in a lab that adheres to and complies with the strict health and safety policies and procedures for marijuana-infused or nutraceutical products.
- 2 years of full-time paid experience working with Liquid Chromatography Equipment.



**Extraction Technician, MIP Operations**

The Extraction Technician will assist the Master Extractor and the Assistant Extractor in tasks associated with the United Cultivation extraction business operation. This position will involve assistance in the lab with all types of extraction.

*Required Skills and Qualifications:*

- Perform clerical work related to all lab related activities such as, record keeping, filing, phone inquiries and computer work.
- BHO/PHO extraction experience preferred (in a licensed facility)
- Experience with vacuum ovens is a plus.
- Experience with various types of extractions is a plus.
- Research and Development mindset is a plus.
- Experience in a lab is a plus

### **Master Chef, MIP Operations**

The Master Chef will be responsible for defining the product mix and roadmap as it relates to our marijuana infused edibles and products.

#### *Responsibilities:*

- Communicating daily production needs to the Director of MIP Operations.
- Inventory of all items on production lists
- Creating daily production lists from set par levels and daily inventories
- Strict adherence to policies and procedures put in place by the COO
- Cleanliness in every step of the process
- Organization must be a priority
- Attention to detail: quality and consistency in production
- Communicate effectively with co-workers and management team
- Participate in ongoing and professional development as required

#### *Required Skills & Qualifications:*

- Culinary degree is preferred but not mandatory for consideration. Commensurate experience within the F&B industry will be considered.
- Experience in the marijuana industry preferred but not mandatory
- 3-5 years of experience in a candy or dessert production-oriented role
- Must be qualified to handle the rigorous physical demands of a commercial kitchen

### **Assistant Master Chef, MIP Operations**

The Assistant Master Chef will report to the Master Chef and will be responsible for supporting the vision established for defining the product mix and roadmap as it relates to our marijuana infused edibles and products.

#### *Responsibilities:*

- Communicating daily production needs to the Director of MIP Operations.
- Inventory of all items on production lists
- Creating daily production lists from set par levels and daily inventories
- Strict adherence to policies and procedures put in place by the COO
- Cleanliness in every step of the process
- Organization must be a priority
- Attention to detail: quality and consistency in production
- Communicate effectively with co-workers and management team
- Participate in ongoing and professional development as required

#### *Required Skills & Qualifications:*

- Culinary degree is preferred but not mandatory for consideration. Commensurate experience within the F&B industry will be considered.
- Experience in the marijuana industry preferred but not mandatory
- 3-5 years of experience in a candy or dessert production-oriented role
- Must be qualified to handle the rigorous physical demands of a commercial kitchen

### **MIP Technician, MIP Operations**

The MIP Technician will work as part of our kitchen staff and will be responsible for navigating day to day Kitchen operations producing products infused with marijuana oils and isolates. This position will work closely with the Master & Assistant Master Chef to ensure workflow meets the necessary specifications and Kitchen equipment is cleaned and maintained regularly.

#### *Responsibilities:*

- Must be able to follow instructions and react quickly even in high stress environments.
- Optimize kitchen and cooking procedures to successfully create consistent, safe, delicious, quality edibles.
- Assist in the creation and production of large batches of marijuana edibles.
- Prepare and clean work spaces, equipment and materials daily.
- Wash and sterilize Kitchen and equipment.
- Prepare samples to be sent to lab.
- Log recipes.
- Help develop and execute the process of Standard Operating Procedures (SOPs).
- Perform administrative tasks, such as documenting all machine maintenance, logging test results, printing labels, auditing products and supplies.
- Package finished products.

#### *Required Skills & Qualifications:*

- Communication skills, organization, attention to safety, detail and time management are critical to the success of our Kitchen.
- Possess strong computer skills (Word/Excel).
- Basic knowledge of kitchen equipment.
- Strong documentation practices (maintain kitchen notebooks).

## **Energy Efficiency & Conservation Commitment**

United Cultivation is dedicated to conducting its operations in a manner that is ecologically sustainable from an energy consumption, water consumption and waste generation standpoint.

As to maximizing energy efficiency, we will attempt, as necessary and able, the implementation of measures that include the following:

- For lighting equipment and controls:
  - Use of fluorescent/LED lighting in all areas of the premises;
  - Use of Energy Star lighting products;
  - Use, where appropriate, of photo-controls for exterior lighting unless security needs dictate otherwise;
- For HVAC equipment and controls:
  - Installation of vent dampers;
  - Analysis of systems and replacement of inefficient components;
  - Use of programmable thermostats and controls;
  - Sealing and insulation of ducts and hot water pipes;
  - Use of Energy Star HVAC products;
- For the building envelope:
  - Install and/or increase roof and wall insulation;
  - Control Air Leakage;
  - Install storm doors;
  - Insulate and seal skylights and window;
  - Use of storm/insulated windows carrying the Energy Star label;
  - Otherwise attempting to meet or exceed the energy efficiency requirements of the International Energy Conservation Code;



## Diversity Commitment

UC Cultivation is committed to creating an inclusive, respectful, and safe community that will actively promote equity among women, minorities, veterans, people with disabilities, and the LGBTQ+ community.

We will focus our commitment toward these demographic categories in order to provide them with the tools and opportunities to be successful in today's marijuana industry.

UC Cultivation is fully committed to our diversity goals in order to:

- Foster and Promote Teamwork, Understanding, and Respect
- Employ a More Qualified & Creative Workforce
- Build a Successful Business
- Challenge Societal Stereotypes & Develop Under-Represented Communities
- Help Set an Example for our Industry

## Goals

1. Increase the number of women, minorities, veterans, people with disabilities, and members of the LGBTQ+ community hired and retained by UC Cultivation, LLC. Our goal is for women to represent 55%, minorities to represent 35%, veterans to represent 25%, people with disabilities to represent 10%, and members of the LGBTQ+ community to represent 5% of our work force.
2. Increase the number of women, minorities, veterans, people with disabilities, and members of the LGBTQ+ community in management and executive positions within UC Cultivation, LLC. Our goal is for women to represent 20%, minorities to represent 10%, veterans to represent 10%, people with disabilities to represent 5%, and members of the LGBTQ+ community to represent 5% of management and executive positions.

## Programs

1. **Employment Advertising:** In addition to explicitly stating in any published job ads that UC Cultivation welcomes applications from minority groups and does not discriminate on the basis of sex, sexual orientation, religion, disabilities, etc, we will publish a rotating, demographic-specific job opportunity advertising campaign in the Fitchburg, MA-based Sentinel and Enterprise newspaper calling for women, minorities, veterans, people with disabilities, and members of the LGBTQ+ community to apply for open positions on a semi-annual basis, at a minimum.
2. **Mentorship Program:** UC Cultivation will offer a managerial mentorship program for new hires with specific participation encouragement targeted towards women, minorities, veterans, people with disabilities, and members of the LGBTQ+ community. This program will provide participants with exposure to additional job functions and operational business units for the development of skills and awareness of upcoming career advancement opportunities of interest. The program will be "session" based with each running continually for 6 months. UC Cultivation will seek to identify up to five individuals currently employed in a "non-manager" position per six-month session and will review program capacity on an ongoing basis. Topics to explore in

this program would be leadership development, conflict resolution, marketing strategies, and general business operations exposure.

### **Measurement Timeline**

UC Cultivation, LLC acknowledges that the progress toward, or success of, this plan must be, at a minimum, formally documented to the Cannabis Control Commission on an annual basis and will be a required condition of the annual license renewal process. UC Cultivation, LLC will provide its first documented review of our plan just prior to the one-year anniversary of our provisional licensure, even if we have not yet attained final license.

### **Plan Measurement Criteria**

**Diversity New Hire Metric Review:** Calculated by dividing the total number of new hires in the given review period by the total number of new hires within the demographic of women, minorities, veterans, people with disabilities, and members of the LGBTQ+ community.

**Diversity Management Position Metric Review:** Calculated by dividing the total number of management and executive staff in the given review period by the total number of management and executive staff within the demographic of women, minorities, veterans, people with disabilities, and members of the LGBTQ+ community.

In addition, the following personnel metrics will be compiled and reviewed to ensure nondiscrimination for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion, or national origin:

#### **Advertising**

- Number of postings in diverse publications or general publications with supporting documentation.

#### **Recruitment & Selection**

- Number of individuals from our “Diversity Commitment” demographic groups who were hired and retained after the issuance of a license.

#### **Retention & Progression**

- Number of promotions for people falling into our “Diversity Commitment” demographic groups since initial licensure.

### **Acknowledgements**

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

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