



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284616  
Original Issued Date: 11/11/2022  
Issued Date: 11/11/2022  
Expiration Date: 11/11/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: UC Retail, LLC

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

Business Address 1: 489 Main Street  
Business City: Groton  
Business State: MA  
Business Zip Code: 01450  
Business Address 2: Unit A  
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: 15.84  
Role: Owner / Partner  
Percentage Of Control: 15.84  
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: Owner / Partner	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: Owner / Partner	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), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 15	Percentage Of Control: 15
Role: Owner / Partner	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: 100	Percentage of Ownership: 100
Entity Legal Name: United Cultivation, LLC	Entity DBA: DBA City: Ashby
Entity Description: United Cultivation, LLC is the parent company to UC Retail, LLC	
Foreign Subsidiary Narrative:	
Entity Phone: 978-866-1154	Entity Email: mike@unitedcult.com
Entity Address 1: 601 Fitchburg State Road	Entity Address 2:
Entity City: Ashby	Entity State: MA Entity Zip Code: 01431
Entity Mailing Address 1: 601 Fitchburg State Road	Entity Mailing Address 2:
Entity Mailing City: Ashby	Entity Mailing State: MA Entity Mailing Zip Code: 01431
Relationship Description: United Cultivation, LLC is the parent company of UC Retail, LLC. They own 100% of UC Retail,	

LLC.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: United Cultivation, LLC

Entity DBA:

Email: mike@unitedcult.com

Phone: 978-866-1154

Address 1: 601 Fitchburg State Road

Address 2:

City: Ashby

State: MA

Zip Code: 01431

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$200000 Percentage of Initial Capital: 100

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 489 Main Street

Establishment Address 2: Unit A

Establishment City: Groton

Establishment Zip Code: 01450

Approximate square footage of the establishment: 2300

How many abutters does this property have?: 67

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification Form.pdf	pdf	6241cd7a53957f00086af6b8	03/28/2022
Community Outreach Meeting Documentation	COM Acknowledgment Package.pdf	pdf	62430f4b53957f00086c45ff	03/29/2022
Plan to Remain Compliant with Local Zoning	United Cultivation Zoning Compliance Groton.pdf	pdf	6243183a53957f00086c6e5d	03/29/2022

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	United Cultivation Positive Impact Plan Verification	pdf	626168e0560e3c00087afe8c	04/21/2022

Letter.pdf				
Plan for Positive Impact	United Cultivation Positive Impact Plan Revised 4.21.22.pdf	pdf	626168f14d83ec000a313658	04/21/2022

## ADDITIONAL INFORMATION NOTIFICATION

Notification:

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

**Role:** Owner / Partner      **Other Role:**  
**First Name:** Michael      **Last Name:** Spengler    **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 2

**Role:** Owner / Partner      **Other Role:**  
**First Name:** Carolyn      **Last Name:** Spengler    **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 3

**Role:** Owner / Partner      **Other Role:**  
**First Name:** Danielle      **Last Name:** Phaneuf    **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 4

**Role:** Owner / Partner      **Other Role:**  
**First Name:** Kerstin      **Last Name:** Phaneuf    **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

## ENTITY BACKGROUND CHECK INFORMATION

### Entity Background Check Information 1

**Role:** Parent Company      **Other Role:**  
**Entity Legal Name:** United Cultivation, LLC      **Entity DBA:**  
**Entity Description:** Parent Company  
**Phone:** 978-866-1154      **Email:** mike@unitedcult.com  
**Primary Business Address 1:** 601 Fitchburg State Road      **Primary Business Address 2:**  
**Primary Business City:** Ashby      **Primary Business State:** MA      **Principal Business Zip Code:** 01431

**Additional Information:** In 2021, we underwent an effort to break our different licenses into their own separate entities. This COO was approved by the CCC and we now have United Cultivation, LLC as the parent company with each new entity as a subsidiary. United Cultivation, LLC is a 100% owner of UC Retail, LLC.

## MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Date generated: 10/04/2023

Page: 4 of 7

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	UC Retail Cert of Good Standing SOC 3.10.22.pdf	pdf	624329eb53957f00086cc066	03/29/2022
Articles of Organization	Certificate of Organization UC Retail, LLC.pdf	pdf	62432b38c91bef00094e0721	03/29/2022
Bylaws	Operating Agreement UC Retail LLC.pdf	pdf	62432b4653957f00086cc6d8	03/29/2022
Department of Revenue - Certificate of Good standing	UC Retail, LLC Cert of Good Standing MDOR.pdf	pdf	624b44c2c91bef0009557fde	04/04/2022
Department of Revenue - Certificate of Good standing	UC Retail MDUA COGS Letter.pdf	pdf	62616939560e3c00087b0091	04/21/2022

No documents uploaded

Massachusetts Business Identification Number: 001517140

Doing-Business-As Name: United Cultivation

DBA Registration City: Ashby

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	United Cultivation Business Plan Brief Update 3.30.21.pdf	pdf	6244a31953957f00086ecb6f	03/30/2022
Proposed Timeline	United Cultivation Proposed Timeline Groton.pdf	pdf	6244a32253957f00086ecb8f	03/30/2022
Plan for Liability Insurance	United Cultivation Plan for Insurance.pdf	pdf	624b452d53957f00087444cb	04/04/2022

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	United Cultivation Attaining MJ Products Plan.pdf	pdf	6244a62cc91bef00095025d1	03/30/2022
Security plan	UC Security 1.11.21.pdf	pdf	6244a793c91bef0009502bd1	03/30/2022
Prevention of diversion	United Cultivation Prevention & Diversion Plan.pdf	pdf	6244a7abc91bef0009502c2a	03/30/2022
Transportation of marijuana	INV104 Transportation Procedures -UC.pdf	pdf	6244a80153957f00086ee152	03/30/2022
Quality control and testing	United Cultivation Quality Control Plan Revised 11.10.19.pdf	pdf	6244a82553957f00086ee28e	03/30/2022
Dispensing procedures	UC Dispensing Procedures.pdf	pdf	6244a83d53957f00086ee2f0	03/30/2022
Personnel policies including background checks	UC On Boarding & Agent Registration.pdf	pdf	6244a85d53957f00086ee363	03/30/2022
Personnel policies including	UC Employee Handbook - Includes Drug &	pdf	6244a88d53957f00086ee425	03/30/2022

background checks	Alcohol Policies.pdf			
Record Keeping procedures	UC Record Keeping.pdf	pdf	6244a8b5c91bef0009502fa5	03/30/2022
Qualifications and training	UC Training.pdf	pdf	6244a9a553957f00086ee5ac	03/30/2022
Storage of marijuana	United Cultivation Storage Plan Revised 11.10.19.pdf	pdf	626169cf560e3c00087b030e	04/21/2022
Energy Compliance Plan	UC Energy Efficiency UC Retail Groton 4.21.22.pdf	pdf	62616aae560e3c00087b05be	04/21/2022
Inventory procedures	INV102 Inventory Counts -UC.pdf	pdf	62616b224d83ec000a313e54	04/21/2022
Inventory procedures	INV103 - Material Transfers, Receiving and Inspections -UC.pdf	pdf	62616b24560e3c00087b07a8	04/21/2022
Inventory procedures	INV104 Transportation Procedures -UC.pdf	pdf	62616b26560e3c00087b07bc	04/21/2022
Maintaining of financial records	United Cultivation Financial Record Maintenance Revised 4.21.22.pdf	pdf	62616be2560e3c00087b08a5	04/21/2022
Diversity plan	Diversity Group Alignment Email 1.pdf	pdf	62696c4b560e3c0008822707	04/27/2022
Diversity plan	Diversity Group Alignment Email 3.pdf	pdf	62696c524d83ec000a3843de	04/27/2022
Energy Compliance Plan	UC Retail Groton Letter to Groton Electric.pdf	pdf	62696c914d83ec000a38441d	04/27/2022
Restricting Access to age 21 and older	United Cultivation Restricted Access Plan Revised 5.11.22.pdf	pdf	627bba4f560e3c0008934523	05/11/2022
Inventory procedures	INV101 Inventory Control -UC 5.11.2022.pdf	pdf	627bba534d83ec000a495ed2	05/11/2022
Diversity plan	RFI UC Retail Diversity Plan Updated 7.20.22.pdf	pdf	62d847a7fad1390008609f4d	07/20/2022

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

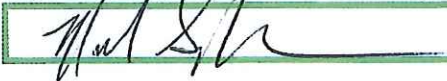
1. Name of applicant:

UC Retail, LLC

2. Name of applicant's authorized representative:

Michael Spengler

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Groton, MA

5. Name of municipality's contracting authority or authorized representative:

Mark Haddad, Town Manager





6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

mhaddad@grotonma.gov

8. Host community agreement execution date:

1/24/20

## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 2/9/2022
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication: 1/26/22, 1/28/22  
2/2/22, 2/4/22

b. Name of publication: LOWELL SUN  
+ GROTON HERALD

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed: 1/26/22

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed: 1/25/22

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

UC Retail, LLC

Name of applicant's authorized representative:

Michael Spengler

Signature of applicant's authorized representative:





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## Groton Community Outreach Meeting Re: Proposed Marijuana Retail Store, Main Street

Thu, 01/27/2022 - 4:17pm Heraldgroton

### NOTICE OF COMMUNITY OUTREACH MEETING

UC RETAIL, LLC (A Subsidiary of United Cultivation, LLC) February 9, 2022 at 6 PM, The Groton Inn, 128 Main Street, Groton, MA 01450.

Notice is hereby given that a Community Outreach Meeting for a marijuana retail operation is scheduled for Wednesday, February, 9th, 2022, at 6PM at The Groton Inn (Prescott Room), 128 Main Street, Groton, MA 01450.

The meeting is to discuss plans for a marijuana retail establishment to be located at the 489 Main Street, Groton, MA 01450.

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

If there are any questions, please contact United Cultivation at 978-866-1154.

1/28, 2/4/2022 D

### Latest Edition



March 25, 2022

### MORE NEWS

Deadline For Lecture Fund Applications - 03/24/2022

Groton Police Log Week Of March 7 - 03/24/2022

On Beacon Hill: Pregnant And Post Partum Mothers (H 2731) - 03/24/2022

Continuation-Hearing On Proposal For 12,000-Foot Building, Court Street -

**NOTICE OF COMMUNITY OUTREACH MEETING  
UC RETAIL, LLC (A Subsidiary of United Cultivation, LLC)**

February 9, 2022 at 6 PM

**The Groton Inn, 128 Main Street, Groton, MA 01450**

Notice is hereby given that a Community Outreach Meeting for a marijuana retail operation is scheduled for Wednesday, February, 9<sup>th</sup>, 2022, at 6PM at The Groton Inn (Prescott Room), 128 Main Street, Groton, MA 01450.

The meeting is to discuss plans for a marijuana retail establishment to be located at the 489 Main Street, Groton, MA 01450.

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

If there are any questions, please contact United Cultivation at 978-866-1154.

**1/28, 2/4/2022 D**



## RECEIPT

01/25/22

# NORTHEAST CLUSTER

BOSTON | LOWELL | FITCHBURG

A division of  
MediaNews Group

Account: **1403227**  
Name: **Michael Spengler**  
Company: **United Cultivation, LLC**

Address: **601 Fitchburg State RD**  
**ASHBY, MA 01431**

Telephone: **(978) 866-1154**

Fax:  
Description: **NOTICE OF COMMUNITY OUTREACH MEETING**

Date: **01/25/22**  
Start Date: **01/26/22** Stop Date: **02/02/22**  
Class: **1201 - Legal Notices**  
Ad ID: **2280047**  
Ad Taker: **CRASTAMAS**  
Sales Person: **Amanda Stamas (LFC301)**  
Words: **114**  
Lines: **35**  
Agate Lines: **55**  
Depth: **3.889**  
Inserts: **4**  
Blind Box:  
PO Number:

## Ad sample

**NOTICE OF  
COMMUNITY  
OUTREACH  
MEETING**  
**UC RETAIL, LLC (A  
Subsidiary of United  
Cultivation, LLC)**  
February 9, 2022 at 6 PM  
**The Groton Inn, 128  
Main Street, Groton,  
MA 01450**

Notice is hereby given that  
a Community Outreach  
Meeting for a marijuana re-  
tail operation is scheduled  
for Wednesday, February,  
9th, 2022, at 6PM at  
The Groton Inn (Prescott  
Room), 128 Main Street,  
Groton, MA 01450.

The meeting is to discuss  
plans for a marijuana retail  
establishment to be located  
at the 489 Main Street,  
Groton, MA 01450.

There will be an  
opportunity for the public  
to ask questions.  
If there are any questions,  
please contact United  
Cultivation at  
978-866-1154.

January 26 February 2  
2022

Total: **\$342.30**

Paid Amount: **\$0.00**

Amount Due: **\$342.30**

## Publication

The Sun, Lowell Sun Digital

*We Appreciate Your Business!*  
*Thank You Michael Spengler!*



# Town of **Groton** Massachusetts

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**Community**

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## Community Outreach Meeting (Marijuana)

[Home](#) » Community Outreach Meeting (Marijuana)

**WHAT:** Notice is hereby given that a **Community Outreach Meeting** for a *marijuana retail operation* is scheduled and there will be an opportunity for the public to ask questions. The meeting is to discuss plans for a marijuana retail establishment to be located at the 489 Main Street, Groton, MA 01450.

**WHEN:** Wednesday, February, 9<sup>th</sup>, 2022, @ 6:00 PM

**WHERE:** The Groton Inn (Prescott Room), 128 Main Street, Groton, MA 01450.

**If there are any questions, please contact United Cultivation at 978-866-1154.**

*UC RETAIL, LLC (A Subsidiary of United Cultivation, LLC)*

### Recent Town Announcements

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[Covid-19 Update – Town Hall Re-Open March 2, 2022](#)

Posted on March 1, 2022

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[Bystander Intervention Training – Second Training](#)



**From:** [Michael Bouchard](#)  
**To:** [Michael Spengler](#); [Town Clerk](#)  
**Cc:** [Mark Haddad](#)  
**Subject:** RE: Posting of Community Outreach Meeting  
**Date:** Wednesday, January 26, 2022 10:16:23 AM  
**Attachments:** [image006.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)

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Dear Mr. Spengler,

The Town Clerk's Office has received your notice. I am unaware of any formal requirements for Clerk action. However, I will arrange to get this posted on the Town's web siote ([www.grotonma.gov](http://www.grotonma.gov)) and in iot's public meeting notices. I might also recommend contacting the local newspaper, the Groton Herald ([grotonherald@gmail.com](mailto:grotonherald@gmail.com)) .

Thank you  
Michael Bouchard



**Michael Bouchard**  
**Town Clerk**  
**173 Main Street**  
**Groton, MA 01450**  
**Office: 978-448-1100**  
**Fax: 978-448-2030**  
**Grotonma.gov**

**Town Hall Office Hours**

<b>Monday</b>	<b>8:00 AM to 7:00 PM</b>
<b>Tuesday</b>	<b>8:00 AM to 4:00 PM</b>
<b>Wednesday</b>	<b>8:00 AM to 4:00 PM</b>
<b>Thursday</b>	<b>8:00 AM to 4:00 PM</b>
<b>Friday</b>	<b>8:00 AM to 1:00 PM</b>

**Please note that the Massachusetts Attorney General has determined that emails are a public record. Privacy should not be expected.**



<https://www.sec.state.ma.us/ovr/>

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**From:** Michael Spengler <mike@unitedcult.com>

**Sent:** Tuesday, January 25, 2022 1:48 PM

**To:** Town Clerk <TownClerk@grotonma.gov>

**Subject:** Posting of Community Outreach Meeting

Hello,

By way of introduction, my name is Mike Spengler and I am with United Cultivation, one of the two recently approved cannabis companies attempting to locate a retail establishment in Groton. We are required to host a Community Outreach Meeting as part of our application process and the State requires us to file this notice with the Town Clerk's office. I am attaching the notice and was hoping you could advise on how best to do this? Any information you can share would be appreciated. Thank you.

Mike



**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



**NOTICE OF COMMUNITY OUTREACH MEETING**

**UC RETAIL, LLC (A Subsidiary of United Cultivation, LLC)**

February 9, 2022 at 6 PM

**The Groton Inn, 128 Main Street, Groton, MA 01450**

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

If there are any questions, please contact United Cultivation at 978-866-1154.

Owner Name	Owner Address	Owner City	Owner State	Owner Zip
	445 MAIN ST	GROTON	MA	
	6 LYBERTY WAY SUITE 203	WESTFORD	MA	01886
	6 LYBERTY WAY SUITE 203	WESTFORD	MA	01886
	509D MAIN ST D	GROTON	MA	01450
	241 MILL ST	GROTON	MA	01450
	521B MAIN ST	GROTON	MA	01450
	513D MAIN ST	GROTON	MA	01450
	PO BOX 103	GROTON	MA	01450
	519-B MAIN ST	GROTON	MA	01450
	10 ANTHONY DR	GROTON	MA	01450
	517C MAIN ST C	GROTON	MA	01450
	257 MILL STREET	GROTON	MA	01450
	3680 VICTORIA STREET NORTH	SHOREVIEW	MN	55126
	511A MAIN ST A	GROTON	MA	01450
	210 MILL STREET	GROTON	MA	01450
	511C MAIN ST	GROTON	MA	01450
	245 MILL STREET	GROTON	MA	01450
	503C MAIN ST	GROTON	MA	01450
	523B MAIN ST	GROTON	MA	01450
	21 ARLINGTON STREET	GROTON	MA	01450
	21001 N TATUM BLVD	PHOENIX	AZ	85050
	2 LAN DRIVE	WESTFORD	MA	01886
	505D MAIN ST	GROTON	MA	01450
	523D MAIN ST	GROTON	MA	01450
	206 MILL ST	GROTON	MA	01450
	PO BOX 340	TYNGSBOROUGH	MA	01879
	513C MAIN ST C	GROTON	MA	01450
	4958 BRITNI WAY	ZEPHYR HILLS	FL	33541
	65 WHARTON ROW	GROTON	MA	01450
	195A MILL ST 1	GROTON	MA	01450
	48 MADIGAN LANE	HARVARD	MA	01451
	511B MAIN ST B	GROTON	MA	01450
	20 TAYLOR ST	GROTON	MA	01450
	517-A MAIN ST	GROTON	MA	01450
	231 MILL STREET	GROTON	MA	01450
	503D MAIN ST	GROTON	MA	01450
	503B MAIN ST B	GROTON	MA	01450
	521C MAIN ST	GROTON	MA	01450
	515B MAIN ST B	GROTON	MA	01450
	507A MAIN ST	GROTON	MA	01450
	513B MAIN ST	GROTON	MA	01450
	142 LITTLETON RD	WESTFORD	MA	01886
	142 LITTLETON RD	WESTFORD	MA	01886
	27 TAYLOR ST	GROTON	MA	01450
	505B MAIN ST	GROTON	MA	01450
	40 SPRING ST, SUITE 8	WATERTOWN	MA	02472
	64 WINTHROP ST APT 2	EVERETT	MA	02149
	452 MAIN ST	GROTON	MA	01450
	507C MAIN ST	GROTON	MA	01450
	507B MAIN ST B	GROTON	MA	01450
	517D MAIN ST	GROTON	MA	01450
	523C MAIN ST	GROTON	MA	01450
	505A MAIN ST A	GROTON	MA	01450
	509C MAIN ST	GROTON	MA	01450
	507D MAIN ST	GROTON	MA	01450
	523A MAIN ST A	GROTON	MA	01450
	517B MAIN ST	GROTON	MA	01450
	521 B MAIN ST	GROTON	MA	01450
	45 HERITAGE CR	HUDSON	NH	03051
	519D MAIN ST D	GROTON	MA	01450
	219 MILL STREET	GROTON	MA	01450
	513A MAIN ST	GROTON	MA	01450
	505C MAIN ST	GROTON	MA	01450
	687 WINDSOR TERRACE	AVONDALE ESTATES	GA	30002
	509B MAIN STREET #B	GROTON	MA	01450
	521D MAIN ST D	GROTON	MA	01450
	509-A MAIN ST	GROTON	MA	01450

UC Cultivation, LLC

# Host Community Compliance

Revised  
3-29-2022

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

The proposed location of is a compliant location in the General Business Zone by way of The Town of Groton By-Laws. UC Retail, LLC will attain undergo review during the Special Permit process and will 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.

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

#### **Zoning By-Law 218-10.4 Marijuana Establishment.**

##### ***D. Special permit requirements.***

(1) A marijuana establishment shall only be allowed by special permit from the Planning Board in accordance with MGL c. 40A, § 9, and § 218 2.3 (Special permits) of this chapter subject to the following statements, regulations, requirements, conditions and limitations.

(2) No special permit for any marijuana establishment shall be issued without major site plan approval having been obtained from the Planning Board, § 218-2.5, Site plan review, of this chapter. In addition to the standards set forth within, the site plan must meet all dimensional, parking, landscaping, and signage requirements within this chapter.

(3) A special permit for a marijuana establishment shall be limited to one or more of the following uses that shall be prescribed by the special permit granting authority:

- (a) Marijuana cultivator.
- (b) Marijuana testing facility.
- (c) Marijuana research facility.

(4) In addition to the application requirements set forth above, a special permit application for a marijuana establishment shall include the following:

- (a) The name and address of owner(s) of the establishment;
- (b) Copies of all required licenses and permits issued to the applicant by the § 218-10.4 § 218-10.4:2 Commonwealth of Massachusetts Cannabis Control Commission and any of its other agencies for the establishment;
- (c) Evidence of the applicant's right to use the site of the establishment for the establishment, such as a purchase and sale agreement, deed, owner's authorization, or lease;
- (d) Proposed security measures for the marijuana establishment, including lighting, fencing, gates and alarms, etc., to ensure the safety of persons and to protect the premises from theft. A letter from the Town of Groton Police Chief, or designee, acknowledging review and approval of the marijuana establishment security plan is required. To the extent allowed by law, all such documents shall be confidential.
- (e) All application requirements for major site plan review as specified in § 218-2.5D(2) of this chapter unless certain nonapplicable requirements are waived by the Planning Board.

(5) Mandatory findings. The special permit authority shall not issue a special permit for a marijuana establishment unless it finds that:

(a) The establishment is designed to minimize any adverse impacts on abutters and other parties in interest, as defined in MGL c. 40A, § 11.

(b) The establishment demonstrates to the satisfaction of the Planning Board that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state laws and regulations; and

(c) The applicant has satisfied all of the conditions and requirements set forth herein.

(6) A special permit granted under this section shall have a term limited to the duration of the applicant's ownership of the premises as a marijuana establishment. A special permit may be transferred only with the approval of the special permit granting authority in the form of an amendment

## 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 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. Business assets will come in the form of monetary donations, matching fundraising funds on behalf of such efforts, and United Cultivation employees' time in support of these efforts.

### 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 and on our social media pages. 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.

These support events will be marketed through "in store" and social media advertising as they are decided on and scheduled throughout the year.

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 City Fitchburg, 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.

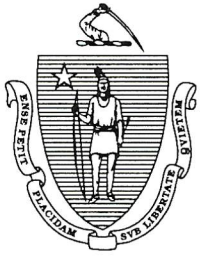
In addition to tracking and documenting the number of employees hired, retained, and promoted from disproportionate impact areas, United Cultivation will use the below log to capture all activities associated with our Positive Impact Plan.

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

William Francis Galvin  
Secretary of the  
Commonwealth

March 10, 2022

TO WHOM IT MAY CONCERN:

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

**UC RETAIL, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 30, 2021**.

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: **UNITED CULTIVATION LLC**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



**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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001517140

1. The exact name of the limited liability company is: UC RETAIL, LLC

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

No. and Street: 601 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 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:**

THE LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC.

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

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

Name: RLAW, PC  
 No. and Street: 300 WASHINGTON STREET  
 City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

I, RLAW, PC 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	UNITED CULTIVATION LLC	601 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.**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

<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	UNITED CULTIVATION LLC	601 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of June, 2021,**

**STEFFANI BOUDREAU**

*(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:

June 30, 2021 03:47 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT  
OF  
UC RETAIL, LLC**

**Effective as of September 3, 2021**

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# OPERATING AGREEMENT

## OF

### UC RETAIL, LLC

This Operating Agreement of UC Retail, LLC, a Massachusetts limited liability company (the “**Company**”), is adopted and executed, effective as of September 3, 2021 (this “**Agreement**”), by and among the persons identified as Class A Members on Schedule I hereto, the persons identified as Class B Members on Schedule I hereto (if any), and the persons identified as the Managers on Schedule I hereto. Unless the context otherwise requires, terms used in this Agreement that are capitalized and not otherwise defined in context have the meanings set forth or cross-referenced in Article 2.

## RECITALS

The Company was formed, on June 30, 2021 by filing the Company’s Certificate of Organization with the Massachusetts Secretary of State.

NOW, THEREFORE, in consideration of the Recitals and subject to the terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1. ORGANIZATIONAL MATTERS

**1.1 Formation of the Company; Term.** The Company was formed on June 30, 2021 as a limited liability company governed by the Act and this Agreement. Unless sooner dissolved under the Act, the Company is to continue in perpetuity.

**1.2 Name.** The name of the Company is: “UC Retail, LLC” or such other name or names as may be selected by the Managers from time to time.

**1.3 Purpose of the Company; Business.** The Company was formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be organized under the Act.

**1.4 Operating Agreement.** The Managers and Members hereby execute this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Act. The rights and liabilities of the Members shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern.

**1.5 Principal Place of Business, Office and Agent.** The principal place of business of the Company and the office where the records are kept is 601 Fitchburg State Road, Ashby, MA or at such other location as is specified from time to time by the Managers. The Managers, from time to time, may change the principal place of business of the Company. The Company also may

establish additional places of business or offices for maintenance of records as the Managers determine are necessary or appropriate.

**1.6 Fictitious Business Name Statement; Other Certificates.** The Managers will, from time to time, register the Company as a foreign limited liability company and file fictitious or trade name statements or certificates in those jurisdictions and offices as the Managers consider necessary or appropriate. The Company may do business under any fictitious business names selected by the Managers. The Managers will, from time to time, file or cause to be filed certificates of amendment, certificates of cancellation, or other certificates as the Managers reasonably consider necessary or appropriate under the Act or under the laws of any jurisdiction in which the Company is doing business to establish and continue the Company as a limited liability company or to protect the limited liability of the Members.

**1.7 Member Information.** The name of each Member, the number of Units of each class owned by such Member at any time, and the amount of Capital Contributions in cash or other consideration made with respect to such Units, shall be set forth next to such Member's name on **Schedule I** attached hereto and maintained by the Company, as amended from time to time to reflect issuances/Transfers of Units, admission of new Members, and other changes made in accordance with this Agreement.

## **ARTICLE 2. DEFINITIONS**

**2.1 Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the following meanings:

***“Act”*** means the Massachusetts Limited Liability Company Act, as amended from time to time. Any reference to the Act automatically includes a reference to any subsequent or successor limited liability company law in Massachusetts.

***“Additional Capital Contributions”*** means, with respect to each Member, the Capital Contributions made by such Member pursuant to **Section 3.4** hereof.

***“Adjusted Capital Account”*** means, as of the end of any Tax Year, a Member's Capital Account balance as of the end of such Tax Year, taking into account all contributions made by such Member and distributions made to such Member during such Tax Year and any special allocations required by Sections 3.2, 3.3, 3.4(a), 3.4(b), and 3.4(d) of **Appendix A** attached hereto, without duplication, increased by the sum of: (a) such Member's share of Company Minimum Gain; and (b) such Member's share of Member Nonrecourse Debt Minimum Gain (as defined in **Appendix A**), both determined after taking into account any such special allocations.

***“Affiliate”*** means, with respect to any Person: (a) any other Person (other than the Company or any Subsidiary) that, directly or indirectly, Controls, is Controlled by, or is under common Control with such Person, including any officer, director, manager or other controlling person of the first Person; (b) any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of such Person; and (c) any trust, family limited partnership, family limited liability company or other estate planning entity, the beneficiaries,

partners or members of which are limited to the Member and the Member's spouse, lineal descendants and stepchildren.

**"Agreement"** has the meaning set forth in the preamble.

**"Approval"** means the written consent or approval of a majority of the Managers. If there is only one Manager, any action taken by the Manager, with or without written consent or approval, shall be deemed to have been taken by Approval of the Manager.

**"Book"** means the method of accounting prescribed for compliance with the capital account maintenance rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations as reflected in Articles 2 and 3 of **Appendix A** attached hereto, as distinguished from any accounting method which the Company may adopt for other purposes such as financial reporting.

**"Book Value"** means, with respect to any item of Company property, the Book value of such Company property within the meaning of Section 1.704-1(b)(2)(iv) of the Treasury Regulations; except, that, if the Company adopts the remedial allocation method described in Section 1.704-3(d) of the Treasury Regulations with respect to any item of Company property, then the Book Value of such Company property will be its Book basis determined in accordance with Section 1.704-3(d)(2) of the Treasury Regulations.

**"Business Day"** means any day that is not a Saturday, Sunday or legal holiday in the Company's principal place of business.

**"Capital Account"** means the capital account of a Member maintained as required by Sections 3.5 and 3.6, and **Appendix A** attached hereto.

**"Capital Contribution"** means, with respect to any Member, the amount of money and the Fair Market Value of any property (other than money) contributed to the Company with respect to the Units held or purchased by such Member, including such Member's Initial Capital Contribution and any Additional Capital Contributions.

**"CCC"** has the meaning set forth in Section 6.9.

**"Change in Form"** has the meaning set forth in Section 8.11(a).

**"Class A Member(s)"** means a holder of Class A Units.

**"Class A Units"** has the meaning set forth in Section 3.2.

**"Class B Member"** means a holder of Class B Units.

**"Class B Units"** has the meaning set forth in Section 3.3.

**"Code"** means the Internal Revenue Code of 1986, as amended. References to specific sections of the Code will be deemed to include references to corresponding provisions of any succeeding internal revenue law of the United States of America.

**“Company”** has the meaning set forth in the preamble.

**“Company Minimum Gain”** means “partnership minimum gain” as defined in Section 1.704-2(b)(2) of the Treasury Regulations and Section 5.2 of **Appendix A**.

**“Consent”** means the approval of holders of a majority of the outstanding Units entitled to vote on a matter.

**“Control”**, including the terms **“Controlled by”** and **“under common Control with”**, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies or affairs of a Person, whether through ownership of voting securities, by contract or otherwise, as executor, trustee or otherwise.

**“Courts”** has the meaning set forth in **Section 8.6**.

**“Covered Units”** means any Class B Units.

**“Economic Rights”** means all rights to the capital, profits and losses of the Company, and rights to receive distributions of the Company’s assets, but shall not include the right to vote on or participate in any decision or action of or by the Members or any right to receive information concerning the business and affairs of the Company.

**“Excluded Issuance”** means any issuance of any Covered Units by the Company: (a) to an employee or other service provider in connection with a compensatory transfer of a Membership Interest to such Person; (b) in connection with a bona fide acquisition of another business, or in connection with any joint venture, licensing, marketing or other business arrangement; (c) to any of the Company’s or any Subsidiary’s lenders as part of a financial restructuring package; and (d) in connection with a bona fide debt financing.

**“Fair Market Value”** means the price at which the property being valued would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both being reasonably informed of the relevant factors and in light of the circumstances and prospects surrounding the business of the Company, as determined in good faith by the Managers in their sole and absolute discretion which shall not be subject to review or approval of any kind.

**“Fiscal Year”** means the fiscal year of the Company as determined by the Managers from time to time, initially meaning the calendar year.

**“Initial Capital Contribution”** means the amount of money and the Fair Market Value of any property (other than money) contributed by the Members as set forth on **Schedule I** hereto.

**“License”** has the meaning set forth in **Section 6.9**.

**“Manager”** means any of the managers of the Company.

**“Member(s)”** means any Person(s) holding a Membership Interest, including the Class A Members and the Class B Members.

**“Membership Interest”** means, for any Member, such Member’s limited liability company interest in the Company, including such Member’s Economic Rights, the right, if any, to vote on or participate in any decision or action of or by the Members and the right to receive information concerning the business and affairs of the Company, together with the obligations of such Member to comply with the terms and provisions of this Agreement. Membership Interests are typically evidenced by Units.

**“Net Book Income”** means, for any period, the excess, if any, of the Company’s items of income and gain for such period over the Company’s items of loss and deduction for such period, as computed for Book purposes; provided that, notwithstanding any other provisions of this Agreement, any items that are specially allocated pursuant to Sections 3.2, 3.3, 3.4(a), 3.4(b), and 3.4(d) of **Appendix A** will not be taken into account in computing the Net Book Income.

**“Net Book Loss”** means, for any period, the excess, if any, of the Company’s items of loss and deduction for such period over the Company’s items of income and gain for such period, as computed for Book purposes; provided that, notwithstanding any other provisions of this Agreement, any items that are specially allocated pursuant to Sections 3.2, 3.3, 3.4(a), 3.4(b), and 3.4(d) of **Appendix A** will not be taken into account in computing the Net Book Loss.

**“Officer”** means any Persons holding the offices of the Company created pursuant to Section 5.9.

**“Partnership Representative”** has the meaning set forth in Section 5.11(a).

**“Percentage Interest”** means, as of any given time, as to any Member, a fraction, expressed as a percentage, equal to the number of Units held by such Member, divided by the total number of Units outstanding. When required by the context, the term “Percentage Interest” can refer to a Member’s Percentage Interest of a particular Class of Units, in which case the term refers to a fraction, expressed as a percentage, equal to the number of Units of the applicable Class held by the Member, divided by the total number of Units of that Class outstanding.

**“Person”** means any natural person, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, governmental authority, or any other organization, irrespective of whether it is a legal entity and includes any successor (by merger or otherwise) of such entity.

**“Securities Act”** means the Securities Act of 1933, as amended.

**“Subsidiary”** means any corporation, company or other entity: (a) more than 50% of whose outstanding shares, units or other securities (representing the right to vote for the election of directors, managers or other managing authority) are; or (b) which does not have outstanding shares or securities (as may be the case in a partnership, limited liability company, joint venture or unincorporated association), but more than 50% of whose ownership interest representing the right generally to make decisions for such other entity is, in each case, now or hereafter, owned or Controlled, directly or indirectly, by the Company.

**“Substituted Member”** means a Person that is admitted as a Member to the Company pursuant to Section 6.3.

**“Target Balance”** means, for any Member as of any date, the amount that would be distributable to such Member on such date if: (a) all the assets of the Company (including intangible assets such as goodwill) were sold for cash equal to their respective Book Values as of such date; (b) all liabilities of the Company were paid in full (except that in the case of a nonrecourse liability, such payment would be limited to the Book Value of the asset or assets securing such liability); and (c) all remaining cash was distributed to the Members pursuant to Section 4.1.

**“Tax Rate”** means, with respect to each Tax Year, the highest marginal combined effective federal and state income tax rate for such Tax Year applicable to an individual resident of, or U.S. corporation doing business in, the Commonwealth of Massachusetts (whichever rate is higher) and taking into account the deductibility of state or local income taxes for federal or state income tax purposes.

**“Tax Year”** means, except as otherwise required by the Code, the Fiscal Year.

**“Taxing Authority”** has the meaning set forth in Section 4.3.

**“Transfer”** means any direct or indirect sale, issuance, assignment, pledge, hypothecation, encumbrance, disposition, transfer (including a transfer by will or intestate distribution), gift or attempt to create or grant a security interest in any security or interest therein or portion thereof, whether voluntary or involuntary, by operation of law or otherwise.

**“Treasury Regulations”** means the final and temporary Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**“Units”** means, collectively, the Class A Units and the Class B Units.

**“Unreturned Capital”** means, for any Class B Member on any date, an amount equal to the excess, if any of (a) the aggregate Capital Contributions of such Class B Member as of such date, over (b) the aggregate distributions to such Class B Member pursuant to Sections 4.1(a) and Section 4.2 hereof.

**2.2 Interpretative Matters:** In this Agreement, unless otherwise specified or where the context otherwise requires:

- (a) the headings of particular provisions of this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement;
- (b) words importing any gender shall include other genders;
- (c) words importing the singular only shall include the plural and vice versa;
- (d) the words “include,” “includes” or “including” shall be deemed to be followed by the words “without limitation”;

(e) the words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement;

(f) references to “Articles,” “Exhibits,” “Sections” or “Schedules” shall be to Articles, Exhibits, Sections or Schedules of or to this Agreement;

(g) references to any Person include the successors and permitted assigns of such Person;

(h) the use of the words “or,” “either” and “any” shall not be exclusive;

(i) except as otherwise expressly provided herein, wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict;

(j) references to any agreement or contract, unless otherwise stated, are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof;

(k) an accounting term not otherwise defined has the meaning assigned to it in accordance with then-applicable generally accepted accounting principles;

(l) provisions apply to successive events and transactions; and

(m) all references to any Member shall mean and include such Member and any Person duly admitted as a Member in the Company in substitution therefor in accordance with and to the extent set forth in Section 6.3 of this Agreement.

### ARTICLE 3. CAPITAL

**3.1 Membership Interests.** The capital of the Company consists of Membership Interests that constitute limited liability company interests under the Act. The Membership Interests are represented by “*Class A Units*” and “*Class B Units*,” the relative rights, powers, preferences and obligations of which are as set forth herein.

**3.2 Class A Units.** The Company is initially authorized to issue an aggregate of 5,100 Class A Units. Each Class A Unit represents an interest in all of the Economic Rights that apply to ownership of a Membership Interest, including rights to liquidating and operating distributions as set forth in Sections 4.1 and 4.2. Class A Units have voting rights, and each Class A Member will be entitled to one vote for each Class A Unit held by such Class A Member.

**3.3 Class B Units.** The Company is initially authorized to issue an aggregate of 4,900 Class B Units. The Class B Units represent an interest in all of the Economic Rights that attach to a Membership Interest, including rights to liquidating and operating distributions as set forth in Sections 4.1 and 4.2. Notwithstanding anything to the contrary herein, in no event will the Class B Units have any voting rights other than voting rights that are expressly required by non-waivable provisions of the Act.



**3.4 Additional Capital Contributions.** The Members may make additional Capital Contributions with the prior written consent of the Managers, in which event the Company shall issue to the contributing Member additional Units of an amount to be agreed upon by the Managers and the Contributing Member. Except as a Member may subsequently agree in writing with respect to such Member, no Member is obligated to make any Additional Capital Contribution.

**3.5 Capital Accounts.**

(a) Each Member will have a Capital Account maintained as set forth in Article 2 of Appendix A.

(b) A Member will have no obligation to the Company, any other Member or any third party to restore a negative balance in such Member's Capital Account.

**3.6 Allocations.**

(a) Except as stated in Article 3 of Appendix A, the Net Book Income and the Net Book Loss of the Company (and, if necessary, items of gross Book income, gain, loss and deduction) will be allocated in such a manner as to cause the Adjusted Capital Accounts of the Members as nearly as possible to equal their respective Target Balances.

(b) Except as stated in Article 4 of Appendix A, each item of income, gain, loss, and deduction will be allocated for federal income tax purposes in the same manner as the corresponding allocation for Book purposes.

**3.7 Treatment of Capital Contributions.** No Member will be entitled to interest on such Member's Capital Contributions nor will any Member be entitled to demand the return of all or any part of such capital contributions.

**3.8 Not Liable for Return of Capital.** No Member will be liable for the return of the capital contributions of any other Member or any portion thereof, and such return will be made solely from available Company assets, if any.

**3.9 Issuance of Additional Units.**

(a) The Managers shall have the right to cause the Company to issue at any time after the date hereof (whether or not such additional Units are authorized for issuance prior to such determination based on the number of Units set forth in Sections 3.2 and 3.3, above), and for such amount and form of consideration as the Managers may determine, (i) additional Units or other Membership Interests in the Company (including creating other classes or series thereof having such powers, designations, preferences and rights as may be determined by the Managers), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other Membership Interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other Membership Interests in the Company, and in connection therewith the Managers shall have the power to make such amendments to this Agreement as the Managers in their discretion deem necessary or appropriate to give effect to such additional issuance.

**3.10 Benefits of Agreement.** Nothing in this Agreement, and, without limiting the generality of the foregoing, in this Article 3, expressed or implied, is intended or shall be construed to give to any creditor of the Company or to any creditor of any Member or any other Person, other than the Members and the Company, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provisions herein contained, and such provisions are and will be held to be for the sole and exclusive benefit of the Members and the Company.

## **ARTICLE 4. DISTRIBUTIONS**

**4.1 Distributions Generally.** Subject to the provisions of this Agreement, the Managers will have the right to determine whether, and to what extent, distributions will be made by the Company to the Members.

(a) Except as otherwise provided in this Article 4, all distributions that are not made in connection with a Liquidity Event will be made to the Members in accordance with their Percentage Interests.

(b) The assets of the Company that are determined by the Managers to be available for distribution in connection with a Liquidity Event (after the establishment of reserves and payment of the Company's obligations and liabilities pursuant to Section 7.1), shall be distributed as follows:

(i) First, to Class B Members, in proportion to the Class B Units held, until the Unreturned Capital of each Class B Member is reduced to zero.

(ii) Second, to all of the Members in accordance with their Percentage Interests.

### **4.2 Tax Distributions.**

(a) The Company will distribute to each Member, from and to the extent of (and only to the extent of) the Company's available cash as determined by the Managers, an amount equal to the excess, if any, of: (i) the taxable income allocated to such Member, for federal income tax purposes, by the Company for such Tax Year, multiplied by the Tax Rate for such Tax Year; minus (ii) the aggregate distributions made by the Company to such Member pursuant to Section 4.1 during such Tax Year. Taxable income, for purposes of this Section 4.2(a), shall (1) not take into account any deductions specifically allocated to a Member as a result of a step up under Section 743(b) of the Code, and (2) take into account, to the extent permitted as a current deduction under applicable law, and as determined by taking into account only items of income and loss of the Company allocated to the Member (A) items of deductible loss or expense allocated to such Member for the taxable year and (B) the taxable losses and items of deductible loss or expense for all prior taxable years (except to the extent such taxable losses and items of deductible loss or expense have previously been taken into account). Tax distributions will be paid with respect to a Tax Year of the Company so as to enable the Members (or their direct or indirect equity owners) to pay their quarterly estimated tax payments for such Tax Year, using as payment dates the estimated tax due dates applicable to individuals and based on the good faith estimate of the Managers of taxable income to be allocated to such Member. Any tax distribution

for such Tax Year that is in excess of the estimated amount paid pursuant to the previous sentence will be paid no later than 90 days after the end of such Tax Year.

(b) If, on the date the Company makes any distribution pursuant to this Section 4.2, the Company does not have an amount of available cash, as determined by the Managers, sufficient to enable the Company to distribute to all the Members the aggregate amount to which they are entitled pursuant to this Section 4.2, then the Company will distribute to each Member an amount equal to: (i) the amount to which such Member is entitled pursuant to this Section 4.2; multiplied by (ii) a fraction, the numerator of which is the amount of the Company's available cash and the denominator of which is the aggregate amount to which all the Members are entitled pursuant to this Section 4.2.

(c) Any distribution to a Member under this Section 4.2 is an advance and shall reduce (dollar-for-dollar) the amounts otherwise distributable to such Member under this Agreement so that the cumulative amounts distributed to the Member under this Agreement will be the same as the respective amounts that would have been distributed to the Member if no distributions had been made pursuant to this Section 4.2.

(d) The Company will not be required to borrow funds, and no Member will be required to make any capital contributions to the Company, in order to enable the Company to make any distributions pursuant to this Section 4.2. Notwithstanding anything in this Agreement to the contrary, no tax distributions will be made pursuant to this Section 4.2 with respect to any tax period prior to the date of this Agreement.

**4.3 Amounts Withheld.** The Company will at all times be entitled to make payments with respect to each Member in amounts required to discharge any obligation of the Company to withhold or make payments to any U.S. federal, state, local or foreign taxing authority ("***Taxing Authority***") with respect to any issuance of Units, distribution or allocation of income or gain to such Member and to withhold (or deduct) the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 4.3 will nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any payment to a Taxing Authority in respect of a Member hereunder that is not withheld from actual distributions to the Member, then the Member will (on demand from the Company) reimburse the Company for the amount of such payment. The amount of a Member's reimbursement obligation under this Section 4.3, to the extent not paid, will be deducted from the distributions to such Member; any amounts so deducted will constitute a repayment of such Member's obligation hereunder. Each Member's reimbursement obligation under this Section 4.3 will continue after such Member transfers such Member's interest in the Company or after a withdrawal by such Member. Each Member agrees to furnish the Company with any representations and forms as shall reasonably be requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

## **ARTICLE 5. RIGHTS AND DUTIES OF MEMBERS; MANAGEMENT**

**5.1 Power and Authority of Members.** No Member shall, in its capacity as such, have the authority or power to act for or on behalf of the Company in any manner or to participate in the management or control of the affairs of the Company, to do any act that would be (or could

be construed as) binding on the Company, or to make any expenditures on behalf of the Company, and the Members hereby consent to the exercise by the Managers of the powers and rights conferred on them by law and by this Agreement. Except as expressly provided for in this Agreement or as expressly required by a non-waivable provision of the Act to be performed or approved by the act of Members, no Company action or event shall be taken by the vote or approval of the Members or require the approval of the Members.

**5.2 Voting Rights.** Each Member shall be entitled to one vote per each Class A Unit held by such Member in connection with any matters to be voted upon by the Members of the Company, and the Class B Units shall not have any rights to vote on any matter except as may be required by non-waivable provisions of the Act.

**5.3 Liabilities of Members.** Except as otherwise required by mandatory provisions of the Act and/or other applicable law or as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company or to any other third party, for the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise (including without limitation those arising as member, owner or shareholder of another company, partnership or entity). Under the Act, a member of a limited liability company may, under certain circumstances, be required to return amounts previously distributed to such member. It is the intent of the Members that no distribution to any Member pursuant to Article 4 or Article 7 hereof shall be deemed to constitute money or other property paid or distributed in violation of the Act, and that the Member receiving such distribution shall not be required to return to any Person any such money or property, unless such distribution was made in error or in contravention of non-waivable provisions of applicable law or of this Agreement. If, however, any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the other Members.

#### **5.4 Meetings of Members.**

(a) Meetings of Members. Meetings of Members may be called for any purpose and may be held at such time and place, within or without the Commonwealth of Massachusetts, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by the Managers or by Members entitled to cast at least one-third of the votes that all Members are entitled to vote at such Meeting.

(b) Notice. Whenever Members (or any class of Members) are required or permitted to take action at a meeting, written or printed notice (including notice by electronic mail) stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each Member entitled to vote at such meeting and to each Manager not less than ten (10) nor more than sixty (60) days before the date of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

(c) Quorum. Members holding a majority of the Units of the class or classes that are entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members, and Members holding a majority of the Units of any class, present in person or represented by proxy, shall constitute a quorum at all meetings of such class.

(d) Vote Required. When a quorum is present, the affirmative vote of the Members (present in person or represented by proxy, and entitled to vote on the subject matter) holding that number of Units that constitutes Consent shall be the act of the Members, unless the question is one upon which by express provisions of an applicable law or of this Agreement a different vote is required, in which case such express provision shall govern and control the decision of such question. Where a separate vote by class of Units is required, the affirmative vote of the Members (present in person or represented by proxy) holding that number of Units that constitutes Consent shall be the act of such class, unless the question is one upon which by express provisions of an applicable law or of this Agreement a different vote is required, in which case such express provision shall govern and control the decision of such question.

(e) Proxies. Each Member entitled to vote at a meeting of Members or any class of Members or to express approval or dissent to any action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. At each meeting of Members or any class of Members, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the Managers or a person designated by the Managers, and no Units may be represented or voted under a proxy that has been found to be invalid or irregular after the holder of such Units has had a reasonable opportunity to cure any defect.

(f) Action by Written Consent. Any action that may be taken at any meeting of Members, or at any meeting of any class of Members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the Members who signed the consent or consents, shall be signed by Members holding not less than the minimum number of Units (or proxies therefor) that constitute Consent, are delivered to the Company by delivery to the Company's principal place of business. If action is so taken without a meeting by less than unanimous written consent of the Members entitled to vote, a copy of such written consent shall be delivered promptly to all Members entitled to vote who have not consented in writing. Any action taken pursuant to such written consent or consents of the Members or any class of Members shall have the same force and effect as if taken by the Members at a meeting of the Members or such class.

**5.5 Powers of Managers.** The powers of the Company shall be exercised by or under authority of, and the business and affairs of the Company shall be managed under the direction and authority of, the Managers, acting by Approval. The Managers shall have all powers, statutory or otherwise, possessed by managers of a limited liability company under the Act and any other applicable laws of the Commonwealth of Massachusetts.

## **5.6 Managers.**

(a) The number of Managers comprising the Board shall be initially fixed at one (1). The initial Manager shall be the persons identified on **Schedule I** attached hereto. Subject to Section 5.6(b), the number of Managers may be increased or decreased from time to time by the Board; provided, that the number of Managers may not be reduced below one (1).

(b) The Class A Members shall have the right to designate a Managers (the “***Class A Managers***”) by Consent of the Class A Members and hereby designates Michael Spengler. The Class B Members shall have the right to designate one (1) Manager (the “***Class B Manager***”) by Consent of the Class B Members.

(c) Each Class A Manager shall hold office until such individual is removed by the Class A Members, resigns, dies or is disabled. In the event that a Class A Manager dies, resigns or is unable or unwilling to serve as such, or is removed from office by the Class A Members, then the Class A Members shall promptly elect a successor. Each Class B Manager shall hold office until such individual is removed by the Class B Members, resigns, dies or is disabled. In the event that a Class B Manager dies, resigns or is unable or unwilling to serve as such, or is removed from office by the Class B Members, then the Class B Members shall promptly elect a successor.

(d) A Manager may resign from, retire from, abandon, or otherwise terminate his, her, or its status as a Manager only after 60 days’ notice to all Members.

**5.7 Managers as Members.** Managers may hold interests in the Company as Members, but Managers are not required to be Members.

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

**5.9 Officers.** Notwithstanding anything to the contrary herein, the Managers may delegate any or all of their rights, powers, authority, duties and responsibilities with respect to the management of the Company to such officers with such titles as the Managers may determine (the “***Officers***”); provided that, unless the Managers determine otherwise, any officer position with a title customarily or statutorily used in corporations organized and existing under the Massachusetts Business Corporation Act shall have the rights, powers, authority, duties and responsibilities customarily or statutorily associated with such officer position in such corporations.

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

## 5.11 Tax Matters

### (a) Partnership Representative.

(i) The Company by the Consent of the Class A Members shall appoint an individual or entity to act as the Company's "partnership representative", as defined in Code Section 6223 (as in effect as of January 1, 2018, following passage of the Bipartisan Budget Act of 2015, Pub. L No. 114-74, the "**BBA**") (the "**Partnership Representative**" or "it"). The individual or entity appointed shall remain as Partnership Representative until it resigns or is replaced by the Consent of the Class A Members. In the event the Company appoints an entity to act as the Company's Partnership Representative, the Company by the consent of the Class A Members shall also appoint an individual to act as the "designated individual" (within the meaning of Proposed Treasury Regulations Section 301.6223-1(b)(3)) through whom the Partnership Representative will act. The individual appointed shall remain as the designated individual until either (i) the Partnership Representative resigns or is replaced or (b) he or she resigns or is replaced by the Consent of the Class A Members.

(ii) The Partnership Representative is authorized and shall have the exclusive right to take any actions specified under the applicable sections of the BBA and regulations promulgated thereunder or any applicable state statute or local law, including but not limited to: (1) representing the Company in connection with all tax proceedings; (2) making elections under Code Section 6226; (3) making the decision whether to elect out of the partnership audit rules under Code Section 6221(b); (4) filing an administrative adjustment request under Code Section 6227; (5) filing suit under Code Section 6234; (6) settling any tax disputes or lawsuits with the Internal Revenue Service, the U.S. Department of Justice or state or local taxing authority; and (7) extending the period of limitation for adjustment of tax under Code Section 6235 or applicable state statutes or local law (all sections as in effect as specified in the BBA) or under applicable state statutes or local laws.

(iii) If an audit or tax proceeding results in an imputed underpayment under Code Section 6225 and if the Partnership Representative makes an election under Code Section 6226(a), the Company shall furnish to each Member for any portion of the year or years audited a statement reflecting the Member's allocable share of the adjusted items as determined in the notice of final partnership adjustment and each such Member shall take such adjustments into account as required under Code Section 6226(b) and shall be liable for any related interest, penalty, addition to tax, or additional amount (all sections as in effect as specified in the BBA).

(iv) The Partnership Representative shall also have sole authority to represent the Company with respect to any other taxing authorities and shall have similar authority to settle any such tax disputes.

(v) The Company and all Members shall be bound by the Partnership Representative's actions. To the extent any IRS audit or tax proceeding could result in an increase in any Member's personal liability for taxes, the Partnership Representative shall keep the Members (including potentially affected former Members) informed on a timely basis of all material developments with respect to any such tax proceeding.

(vi) The Company shall reimburse the Partnership Representative for all expenses reasonably incurred in connection with all examinations of the Company's affairs by any taxing authority, including any resulting tax proceedings, and is authorized to expend Company funds for professional services and costs associated therewith.

(vii) The Partnership Representative may rely on the advice or services of any lawyers, accountants, tax advisers, or other professional advisers or experts and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

(viii) The Partnership Representative shall undertake to perform only such duties as are expressly set forth in this Agreement and no duties shall be implied. The Partnership Representative shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement. The Partnership Representative shall not be liable for any action taken or omitted to be taken by it in good faith except to the extent that a court of competent jurisdiction determines that the Partnership Representative's gross negligence or willful misconduct was the primary cause of any loss to the Partnership or the Members. The Partnership Representative's sole responsibility shall be to act as the Partnership's tax representative in accordance with the terms of this Agreement.

(ix) The Partnership Representative shall have no implied duties or obligations. The Partnership Representative may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Partnership Representative shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same.

(x) Each Member hereby waives, releases and agrees not to sue the Partnership Representative or any of the Partnership Representative's affiliates, officers, directors, employees, attorneys, partners or agents for damages in respect of any claim in connection with, arising out of, or in any way related to, the Partnership Representative's duties under this Agreement except for willful misconduct or fraud.

(xi) The Company shall indemnify, hold harmless and advance expenses to the Partnership Representative in respect of any and all claims, damages, liabilities, costs (including, without limitation, the costs of litigation and reasonable attorney's fees and expenses) and causes of action arising out of, resulting from or attributable, in whole or in part, to the Partnership Representative's actions and decisions in his conduct as Partnership Representative for the Company, to the fullest extent allowed by applicable law, except in cases in which the Partnership Representative's conduct is finally determined by a court of competent jurisdiction to have constituted gross negligence, fraud, bad faith or willful misconduct.

(xii) The Members agree that, upon the Partnership Representative's request, they shall provide it with any information regarding their individual tax returns and liabilities that may be relevant under Code Section 6225(c) or other state or local rule and file amended tax returns as provided in Code Section 6225(c)(2) or the applicable state or local laws, with timely payment of any tax due. Such obligations will continue until released in writing by the



Company from such obligation, even if a Member withdraws from or disposes of their interest in the Company. If any Member withdraws or disposes of their Company interests, they shall keep the Company advised of their contact information until released in writing by the Company from such obligation. The Members shall notify the Partnership Representative of their treatment of any partnership item on their federal and state (and, if applicable, local) income tax returns which is or may be inconsistent with the treatment of that item on the Company's return. Any Member that enters into a settlement agreement with the Secretary of the Treasury or a state or local taxing authority with respect to any partnership item shall notify in writing the other Members of such settlement agreement and its terms within 30 days after the date of such settlement.

(b) The Company will use reasonable best efforts to furnish to each Member within 90 days after the end of each Fiscal Year all information required for federal and state income tax reporting purposes with respect to the Company, including a copy of Schedule K-1 to the Company's federal income tax return for the Fiscal Year most recently ended.

**5.12 Standard of Care.** Pursuant to Section 8(a) of the Act, the Members hereby agree that no officer or Manager of the Company shall be personally liable to the Company or any Member for a breach of any duty to the Company or any Member, including breach of any fiduciary duty, provided that nothing in this Agreement shall limit the personal liability of any officer or Manager for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

**5.13 Indemnification.**

(a) The Company hereby agrees to indemnify and hold harmless any Person (each an "***Indemnified Person***") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorney fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Manager, officer or Member of the Company or is or was serving at the request of the Company as a manager, officer, director, principal, member, shareholder, partner, agent or representative of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, including any Subsidiary. Expenses, including attorneys' fees and expenses, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(b) The right to indemnification and the advancement of expenses conferred in this Section 5.13 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, law, Approval of the Managers or otherwise.

(c) Notwithstanding anything in this Agreement to the contrary, no Indemnified Person will be indemnified for any expenses, liabilities and losses suffered that are attributable to actions that (a) were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action against the Indemnified Person, or (b) resulted in personal financial profit or other advantage to which the Indemnified Person was not legally entitled.

#### **5.14 Preemptive Rights.**

(a) Subject to the provisions of this Section 5.14 and except with respect to an Excluded Issuance to which this Section 5.14 shall not apply, if the Company proposes to issue to any Person Covered Units after the date of this Agreement, each Class B Member will have the right to purchase from the Company, during a reasonable time to be fixed by the Managers (which will not be less than 15 days), that number of Covered Units that represents such Class B Member's Percentage Interest of the Covered Units, on terms that are not less favorable to such Class B Member than the price or prices and other terms at which such Covered Units are proposed to be offered for sale. Notwithstanding the foregoing, the Managers may in its discretion condition the right of any Class B Member to purchase Covered Units pursuant to this Section 5.14 on such Class B Member's representation to the Company that such Class B Member is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act of 1933, as amended.

(b) The Company will provide written notice to each Class B Member entitled to purchase Covered Units in accordance with this Section 5.14 setting forth the time within, and the price and other terms and conditions upon which, such Class B Member may purchase such Covered Units. Any Covered Units that the Company proposes to issue or sell that are not purchased by the Members pursuant to this Section 5.14 may be issued or sold by the Company to such Person within 90 days after the expiration of the period during which such Class B Members will have the preemptive right to purchase, but the Company will not sell or issue any such Covered Units after such 90-day period without renewed compliance with this Section 5.14.

### **ARTICLE 6. TRANSFER OF UNITS**

**6.1 Restrictions on Transfer of Units.** No Member shall Transfer all or any portion of his, her or its Units without the prior Approval of the Managers, which shall not be unreasonably withheld.

**6.2 No Transfer if Adverse Tax Consequences.** Notwithstanding anything contained herein to the contrary, no interest as a Member of the Company shall be transferred if, by reason of such transfer, the classification of the Company as a partnership 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. Further, no interest as a Member of the Company shall be transferred if such transfer would result in a termination of the Company under Code § 708 without the Approval of the Managers.

#### **6.3 Substituted Members.**

(a) Any permitted assignee of any Units or other interest in the Company (or any portion thereof), in accordance with the provisions of this **Article 6**, shall become a Substituted Member entitled to all the rights of a Member with respect to such assigned interest, it being agreed that such rights are not transferable unless the assignee has agreed in writing to be bound by all terms and conditions of this Agreement.

(b) The Company shall be entitled to treat the record owner of any Units or other interest in the Company as the absolute owner thereof and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such Units or other interest in the Company is permitted pursuant to the terms and conditions of this **Article 6**, has been received and accepted by the Managers and has been recorded on the books of the Company.

(c) Upon the admission of a Substituted Member, **Schedule I** shall be amended to reflect the name, number and class of Units and other interests in the Company of such Substituted Member and to eliminate the name and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

**6.4 Effect of Transfer.** Following a Transfer of Units that is permitted under this **Article 6**, the transferee of such Units shall be treated as having made all of the Capital Contributions in respect of, and received all of the distributions received in respect of, such Units, shall succeed to the Capital Account associated with such Units and shall receive allocations and distributions under **Article 3** and **Article 4** in respect of such Units as if such transferee were a Member.

**6.5 Legend.** All certificated Units (if any) will bear the following legend:

“THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. ANY TRANSFER OF SUCH UNITS IS SUBJECT TO COMPLIANCE WITH, OR THE AVAILABILITY OF EXEMPTIONS FROM COMPLIANCE WITH, THE REGISTRATION AND QUALIFICATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THE UNITS REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND, AS APPLICABLE, REPURCHASE OPTIONS SET FORTH IN AN OPERATING AGREEMENT, DATED AS OF [\_\_\_\_], AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME.”

**6.6 Transfer Fees and Expenses.** The transferor and transferee of any Units or other interest in the Company shall be jointly and severally obligated to reimburse the Company for all reasonable expenses (including attorneys’ fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

**6.7 Date of Effectiveness.** Any Transfer and any related admission of a Person as a Member in compliance with this **Article 6** shall be deemed effective on such date that the transferee or successor in interest complies with the requirements of this Agreement.

**6.8 Effect of Incapacity or Death.** Except as otherwise provided herein, the incapacity or death of a Member shall not dissolve or terminate the Company. In the event of such incapacity or death, the executor, administrator, guardian, trustee or other personal representative of the incapacitated or deceased Member shall be deemed to be the transferee of such Member's interest and may, subject to the terms and conditions set forth in this **Article 6**, become a Substituted Member.

**6.9 Redemptions Based on Licensure Requirements.** Members may be required to cooperate with requests for information made by the Massachusetts Cannabis Control Commission (the "**CCC**") with respect to applications by one or more Company Subsidiaries for one or more Marijuana Establishment licenses (each a "**License**"), and any renewals of the Licenses, including without limitation requests for Members' personal information statements and criminal offender record information. If a Member shall fail to promptly provide the required information for the application or renewal of a License, or if the CCC has informed the Company that the Member is not qualified to own an interest in the Company (or an indirect interest in the applicable Subsidiary) and that the CCC is going to reject (or has rejected) the License or renewal application if such Member continues to be a Member of the Company, then the Company shall, upon written notice to the Member, have the right to redeem the Member's entire Membership Interest, including without limitation all Units owned by the Member. The purchase price for the Member's Membership Interest shall be equal to the Book Value of all of the Member's Units as of the date of the Fiscal Year-end immediately preceding the date of the written notice. Each Member acknowledges and understands that time is of the essence with any such requests for information from the Company related to such License applications/renewals. If redemption of a Member's Membership Interest becomes necessary, the redemption price shall be paid, at the Company's election, either in a lump sum or in installments, with any installment arrangement to be evidenced by a five (5) year promissory note with interest at the current applicable federal rate for mid-term loans.

**6.10 Right of First Refusal.** No Member may transfer all or any part of such Member's Units unless such Member has first offered the other Members the right to buy such Units. Subject to Section 6.1 hereof, if a Member has made a determination to sell his, her or its Units (a "**Transferring Member**"), the Transferring Member shall deliver to the remaining Member(s) (the "**Purchasing Members**") a written notice setting forth the Units to be sold, the name and address of the proposed transferee and the consideration and terms at which such Transferring Member is willing to sell said Units (the "**Offer**"). Within thirty (30) days of the receipt of the notice of such Offer, the Purchasing Member(s) shall have an option to purchase, and if so exercised the Transferring Member shall sell, said Transferring Member's Units according to the terms of this Section 6.10. If one of the Purchasing Members does not want to purchase his, her or its pro rata share of the Transferring Member's Units, then the other Purchasing Members may choose to purchase their pro rata share of the Purchasing Member's share who declines to exercise his, her or its purchase rights. The price to be paid for the Units in the Company of the Transferring Member (the "**Purchase Price**") shall be equal to the price set forth in the Offer. The Purchase Price shall be paid in accordance with the terms of the Offer. If the Purchasing Members do not exercise their rights to purchase all of the Transferring Member's Units in the Company, then such Transferring Member may sell to the proposed transferee set forth in the Offer upon Approval of the Managers of such transfer; provided however, that if a sale to such proposed transferee does not occur within 90 days of the Purchasing Members' refusal to purchase the Transferring

Member's Units in the Company, then the Transferring Member shall again offer such Units to the Purchasing Members pursuant to the terms of this Section 6.10.

**6.11 Drag Along Rights.** Subject to first satisfying the provisions of Section 6.10, if a Member or group of Members holding a majority of the Percentage Interest of the Company (the "**Majority Selling Member**") receives a bona fide offer from a third-party who is not an affiliate of any Member to purchase all of his, her or its Units and such Majority Selling Member desires to accept such offer, then, and in each such instance, the Majority Selling Member shall have the option to require all other Members to sell their Units to such third-party on the same terms and conditions as the Majority Selling Member. If the Majority Selling Member exercises any such option, all other Members shall be obligated to sell all, but not less than all, of their Units to the third-party on the same terms and conditions and at the same time as the Majority Selling Member. The Majority Selling Member must exercise the option provided for in this Section 6.11 by giving written notice of exercise to all other Members at least thirty (30) days prior to the date on which the Majority Selling Member expects to sell his, her or its Units pursuant to such offer.

**6.12 Tag Along Rights.** In the event that a Majority Selling Member desires to accept a bona fide offer from a third-party who is not an affiliate to purchase all of the Majority Selling Member's Units, and does not wish to exercise his, her or its "drag along" rights pursuant to Section 6.11 and has satisfied the provisions of Section 6.10, then such Majority Selling Member shall send a written notice to all other Members notifying them of his, her or its intent at least thirty (30) days prior to when the Majority Selling Member expects to sell his, her or its Units pursuant to such offer. Each remaining Member shall then be entitled to require the purchaser of the Units of the Majority Selling Member to also purchase his, her or its Units on the same terms and conditions as are being offered to the Majority Selling Member. The remaining Members must exercise their rights provided for in this Section 6.12 by giving written notice to the Majority Selling Member at least fifteen (15) days prior to the date on which the Majority Selling Member expects to sell his, her or its Units pursuant to such offer.

## **ARTICLE 7. DISSOLUTION; CONTINUATION**

**7.1 Dissolution.** The Company will continue for the term described in Section 1.1, unless earlier dissolved upon Approval by the Managers. If the Company is dissolved, then the assets of the Company will be liquidated in a commercially reasonable manner under the circumstances, and the proceeds therefrom, together with any assets distributed in kind, will be distributed first to creditors to satisfy all debts and liabilities of the Company other than loans or advances made by the Members to the Company, then to the establishment of reserves deemed reasonably necessary to satisfy contingent or unforeseen liabilities or obligations of the Company, then to the repayment of any loans or advances made by the Members to the Company, with the balance, if any, to be distributed in accordance with the provisions of Section 5.2. Upon completion of the foregoing, the Company will be terminated.

**7.2 Continuation of Business.** Neither the disposition of any Membership Interest by a Member nor the death, insanity, incapacity, or bankruptcy of a Member will cause the dissolution or termination of the Company or have any effect upon the continuance of the Company's business.

## **ARTICLE 8. GENERAL PROVISIONS**

**8.1 No Withdrawal.** No Members have any right to withdraw from the Company. No event that would constitute withdrawal of the Member under the Act is a withdrawal under this Agreement or will cause a dissolution of the Company.

**8.2 Amendment and Modification.** Except for changes to Schedule A attached hereto reflecting the issuance or transfer of Units or a change in Manager, this Agreement may be amended or modified, or any provision of this Agreement may be waived, by the Approval of the Managers. No course of dealing or course of conduct between or among any Persons having any interest in this Agreement will be deemed effective to amend, modify or waive any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. After the execution of any amendment, modification or waiver to this Agreement, the Company shall promptly provide the Members with a copy of such amendment, modification or waiver.

**8.3 Successors and Assigns; Entire Agreement.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and, except as provided in this Agreement, their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

**8.4 Severability.** In the event that any provision of this Agreement or the application of any provision of this Agreement is declared to be invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

**8.5 Notices.** All notices provided for or permitted under this Agreement shall be made in writing and shall be effective if delivered by (a) hand, (b) a nationally recognized overnight courier service, (c) certified or registered mail, return receipt requested, in the United States mail, or (d) facsimile transmission or electronic mail, provided that the recipient of such facsimile transmission or electronic mail confirms receipt of the same orally (including by telephone), by return facsimile transmission or by return electronic mail, and all notices shall be addressed to the other party or parties at the following addresses (or at such other address as shall be given in writing by any party to the others):

If to the Company:

UC Retail, LLC  
601 Fitchburg State Road  
Ashby, MA 01431

with copy to:

Steffani Boudreau, Esq.  
RLAW, PC  
300 Washington Street  
Brookline, MA 02445

If to a Member, at the address shown below such Member's name on **Schedule I** attached to this Agreement, or to such other address which has been designated by notice in writing by such party to the others in accordance with the provisions of this **Section 8.5**. All such notices shall be deemed to have been duly given: (i) when delivered by hand, if personally delivered; (ii) when confirmation of transmission is delivered by electronic mail or facsimile transmission; or (iii) on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.

**8.6 Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. The Company and each Member hereby: (a) irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts located in Boston, Massachusetts, and of the courts of the United States of America for the District of Massachusetts located in Boston, Massachusetts (the "***Courts***") for any litigation arising out of or relating to this Agreement; (b) waive any objection to the laying of venue and to any assertion of personal jurisdiction of any such litigation in the Courts; and (c) agree not to plead or claim that such litigation brought in any Court has been brought in an inconvenient forum.

**8.7 Headings and Counterparts.** The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect their respective meaning, construction or effect. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including in Adobe PDF format) shall be effective as delivery of a manually executed counterpart to this Agreement.

**8.8 Further Assurances.** Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated by this Agreement. If, in connection with the Company's exercise of any of its rights under this Agreement, any Member fails to execute and deliver within 20 days after request any document or instrument reasonably requested by the Company, any Manager may execute and deliver such document or instrument and take all other reasonably related actions in the name of, and on behalf of, such Member and such Member's heirs, successors and assigns, and each Member irrevocably constitutes and appoints each Manager as such Member's true and lawful attorney, with full power of substitution, and grants each of them full power and authority to perform such acts and execute and deliver such documents and instruments. Each Member agrees that the foregoing powers are coupled with an interest and are and will be irrevocable by such Member.

**8.9 Termination.** Unless sooner terminated in accordance with its terms, this Agreement shall terminate upon the earlier of: (a) the effective date of a registration statement filed with the Securities and Exchange Commission in connection with an underwritten public offering of securities by the Company; and (b) the effective date of a Change in Form under **Section 10.14** that requires termination of this Agreement. If a party to this Agreement ceases to own any Units or other rights to acquire Units, such party will no longer be deemed to be a party for purposes of this Agreement, and there will be no liability on the part of any such party, except for liabilities arising prior to such termination, whether arising from a breach of this Agreement or

his, her or its capacity as a Member or otherwise.

**8.10 No Effect on Employment.** Nothing contained in this Agreement shall confer on any Member the right to be employed by the Company or any Subsidiary or their respective Affiliates.

**8.11 Change in Circumstances.**

(a) The Members acknowledge and agree that there may be one or more circumstances that would cause it to be in the best interests of the Company that the business of the Company be conducted in, or that the ownership structure be modified to, a form different from that of the current form of the Company (a “***Change in Form***”). Accordingly, the Members agree that upon such a determination and approval by the Managers, the Managers will take any and all actions necessary or desirable so that the Company may continue its business and undergo one or more Changes in Form. The Managers will effect the Change in Form in such manner as determined by the Managers to fairly represent the relative economic and other rights of the Members as members of the Company at the time and shall strive to minimize taxes and costs to be incurred by the Company, the Members or the resulting entity (subject to the requirements of Section 8.11(c)). The Change in Form may take the form of, without limitation, a merger of the Company into another entity, a contribution of all of the interests of the Members in the Company to another entity, and the distribution of its ownership interests to the Members, a transfer of the assets, subject to the liabilities, of the Company to another entity and the distribution of its ownership interests to the Members, a conversion or similar transaction authorized by the Act, or such other form as the Managers reasonably determine to be appropriate. Any Change in Form pursuant to this Section 8.11 may be completed by the Managers with no further action by any Member acting in the capacity of a Member and no Member shall have any veto or other right to vote on a Change in Form. Each Member hereby agrees to take any and all action that may be necessary or desirable in connection with a Change in Form authorized by the Managers pursuant to this Section 8.11 including any such action necessary or desirable to achieve the federal or other tax effect of the Change in Form desired by the Board at the time of the Change in Form. The Members acknowledge that a Change in Form pursuant to this Section 8.11 may be effected by the Company one or more times during the existence of the Company, including any successor Company due to a previous Change in Form.

(b) The Change in Form may include but not necessarily be limited to one or more of the following: (i) a change to a corporation, statutory trust or association, other trust, a general or limited partnership, another limited liability company or other entity or association organized, formed or created under the laws of Delaware or any other jurisdiction; (ii) a change to a limited liability company organized, formed or created under the laws of a jurisdiction other than Delaware; or (iii) filing an election with the Internal Revenue Service to be classified as a corporation.

(c) The shares, membership interests or other ownership interests of the entity or association resulting from the Change in Form shall be divided into classes and series and shall be allocated to and among the Members in such manner as shall result in the Members having substantially the same relative rights with respect to voting, rights, assets, and profits and losses of the resulting entity or association as the Members had in voting, rights, assets, and Profits and



Losses of the Company immediately prior to the Change in Form, subject, however to any change resulting from any difference in taxation of the resulting entity or association that may occur as a result of the Change in Form. The Managers shall establish the terms of the organizational documents of any resulting entity or association, in its sole discretion, but consistent with the terms of this Section 8.11.

**8.12 No Right to Partition.** No Member shall have any interest in specific Company property. No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property or the right to own or use particular or individual assets of the Company.

**8.13 Maintenance of Books.** The Managers shall cause the Company to keep just and true books of account with respect to the operations of the Company. Such books shall be maintained at the principal place of business of the Company, or at such other place as the Managers shall determine. Within one hundred and twenty (120) days after the end of each fiscal year of the Company, 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.

*[Signatures Appear on Next Pages]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused this Agreement to be executed, the day and year first above written.

**COMPANY:**

**UC RETAIL, LLC**

By: \_\_\_\_\_

Michael Spengler, Manager

## SCHEDULE I

## MEMBERS

[illegible]

**MANAGERS**

Name and Address of Managers	
Michael Spengler	

## APPENDIX A

### Tax Matters

This **Appendix A** (this “*Appendix*”) is attached to and is a part of the Operating Agreement of UC RETAIL, LLC (the “*Agreement*”). The parties to the Agreement intend that the Company be classified as a partnership for federal income tax purposes pursuant to Section 7701(a)(2) of the Code and the regulations thereunder. The provisions of this Appendix are intended to comply with the requirements of Section 1.704-1(b)(2)(iv) of the Treasury Regulations and Section 1.704-2 of the Treasury Regulations with respect to maintenance of capital accounts and allocations, and will be interpreted and applied accordingly.

#### ARTICLE 1. DEFINITIONS

For purposes of this Appendix, the following capitalized terms have the meanings given to them below. Unless the context otherwise requires, terms used in this Appendix that are capitalized and not otherwise defined in this Appendix have the meanings given to them in the Agreement.

“***Account Reduction Item***” means: (a) any adjustment described in Section 1.704-1(b)(2)(ii)(d)(4) of the Treasury Regulations; (b) any allocation described in Section 1.704-1(b)(2)(ii)(d)(5) of the Treasury Regulations, other than a Nonrecourse Deduction or a Member Nonrecourse Deduction; or (c) any distribution described in Section 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations, other than a Nonrecourse Distribution or a Member Nonrecourse Distribution.

“***Adjusted Fair Market Value***” means, of an item of Company property, the greater of: (a) the Fair Market Value of such Company property; or (b) the amount of any nonrecourse indebtedness to which such Company property is subject within the meaning of Section 7701(g) of the Code.

“***Excess Deficit Balance***” means the amount, if any, by which the balance in a Member’s Capital Account as of the end of the relevant Tax Year is more negative than the amount, if any, of such negative balance that such Member is treated as obligated to restore to the Company pursuant to Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, Section 1.704-1(b)(2)(ii)(h) of the Treasury Regulations, Section 1.704-2(g)(1) of the Treasury Regulations, or Section 1.704-2(i)(5) of the Treasury Regulations. Solely for purposes of computing a Member’s Excess Deficit Balance, such Member’s Capital Account will be reduced by the amount of any Account Reduction Items that are reasonably expected as of the end of such Tax Year.

“***Excess Nonrecourse Liabilities***” means excess nonrecourse liabilities within the meaning of Section 1.752-3(a)(3) of the Treasury Regulations.

“***Exculpatory Liability***” means a liability that is recourse to the Company as an entity, and for which no Member or Related Person bears the economic risk of loss under Section 1.752-2 of the Treasury Regulations.

***“Member Nonrecourse Debt”*** means any liability of the Company that is a partner nonrecourse debt within the meaning of Section 1.704-2(b)(4) of the Treasury Regulations.

***“Member Nonrecourse Debt Minimum Gain”*** means minimum gain attributable to Member Nonrecourse Debt pursuant to Section 1.704-2(i)(3) of the Treasury Regulations.

***“Member Nonrecourse Deduction”*** means any item of Book loss or deduction that is a partner nonrecourse deduction within the meaning of Section 1.704-2(i)(1) and (2) of the Treasury Regulations.

***“Member Nonrecourse Distribution”*** means a distribution to a Member that is allocable to a net increase in such Member’s share of Member Nonrecourse Debt Minimum Gain pursuant to Section 1.704-2(i)(6) of the Treasury Regulations.

***“Nonrecourse Deduction”*** means, subject to **Section 5.2** of this Appendix, a nonrecourse deduction determined pursuant to Section 1.704-2(b)(1) of the Treasury Regulations and Section 1.704-2(c) of the Treasury Regulations.

***“Nonrecourse Distribution”*** means a distribution to a Member that is allocable to a net increase in Company Minimum Gain pursuant to Section 1.704-2(h)(1) of the Treasury Regulations.

***“Related Person”*** means, with respect to a Member, a Person that is related to such Member pursuant to Section 1.752-4(b) of the Treasury Regulations.

***“Revaluation Event”*** means: (a) a liquidation of the Company (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations); (b) a contribution of more than a *de minimis* amount of money or other property to the Company by a new or existing Member or a distribution of more than a *de minimis* amount of money or other property to a retiring or continuing Member in exchange for Units; and (c) the grant of any Units in connection with the provision of services to or for the benefit of the Company, including the issuance of profits interests.

***“Section 705(a)(2)(B) Expenditures”*** means non-deductible expenditures of the Company that are described in Section 705(a)(2)(B) of the Code, and organization and syndication expenditures and disallowed losses to the extent that such expenditures or losses are treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations.

***“Section 751 Property”*** means unrealized receivables and substantially appreciated inventory items within the meaning of Section 1.751-1(a)(1) of the Treasury Regulations.

***“Tax Basis”*** means, with respect to any item of Company property, the adjusted basis of such property as determined in accordance with the Code.

## ARTICLE 2. CAPITAL ACCOUNTS

### 2.1 Maintenance.

(a) A single Capital Account will be maintained for each Member in accordance with this **Article 2**.

(b) Each Member's Capital Account will from time to time be increased by:

(i) the amount of money contributed by such Member to the Company (including the amount of any Company liabilities which the Member assumes (within the meaning of Section 1.704-1(b)(2)(iv)(c) of the Treasury Regulations), but excluding liabilities assumed in connection with the distribution of Company property and excluding increases in such Member's share of Company liabilities pursuant to Section 752 of the Code);

(ii) the Fair Market Value of property contributed by such Member to the Company (net of any liabilities secured by such property that the Company is considered to assume or take subject to pursuant to Section 752 of the Code); and

(iii) allocations to such Member of Company Book income and gain (or the amount of any item or items of income or gain included therein), including upon the revaluation of any Company property pursuant to Section 2.2(a) of this Appendix, the Book gain (if any) that would have been allocated to such Member if such Company property had been sold at its Adjusted Fair Market Value as of the date of such revaluation.

(c) Each Member's Capital Account will from time to time be reduced by:

(i) the amount of money distributed to such Member by the Company (including the amount of such Member's individual liabilities for which the Company becomes personally and primarily liable but excluding liabilities assumed in connection with the contribution of property to the Company and excluding decreases in such Member's share of Company liabilities pursuant to Section 752 of the Code);

(ii) the Fair Market Value of property distributed to such Member by the Company (net of any liabilities secured by such property that such Member is considered to assume or take subject to pursuant to Section 752 of the Code); and

(iii) allocations to such Member of Company Book loss and deduction (or items thereof), including upon the revaluation of any Company property pursuant to Section 2.2(a) of this Appendix, the Book loss (if any) that would have been allocated to such Member if such Company property had been sold at its Adjusted Fair Market Value as of the date of such revaluation.

(d) The Company will make such other adjustments to the Capital Accounts of the Members as are necessary to comply with the provisions of Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

## **2.2 Revaluation of Company Property.**

(a) Upon the occurrence of a Revaluation Event, the Managers will revalue all Company property for Book purposes to reflect the Adjusted Fair Market Value of Company property on the date of the Revaluation Event. If Company property is so revalued, then the Capital Accounts of the Members will be adjusted in accordance with Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations. The Members agree to treat the transactions contemplated by the offering of Class B Units in connection with the execution of this Agreement as a Revaluation Event, and the Capital Accounts of the Members as of the date of this Agreement are as set forth on **Schedule I** attached hereto.

(b) Upon the distribution of Company property to a Member, if Company property is not revalued pursuant to Section 2.2(a) of this Appendix, the property to be distributed will be revalued by the Managers for Book purposes to reflect the Adjusted Fair Market Value of such property immediately prior to such distribution, and the Capital Accounts of all Members will be adjusted in accordance with Section 1.704-1(b)(2)(iv)(e) of the Treasury Regulations.

**2.3 Restoration of Negative Balances.** No Member with a deficit balance in such Member's Capital Account will have any obligation to the Company, to any other Member or to any third-party to restore or repay said deficit balance.

## **2.4 Transfer of Units.**

(a) Upon the Transfer of a Member's entire interest in the Company, the Capital Account of such Member will carry over to the transferee.

(b) Upon the Transfer of a portion of a Member's Units, the portion of such Member's Capital Account attributable to the transferred portion will carry over to the transferee. If the document effecting such Transfer specifies the portion of such Member's Capital Account to be Transferred, such portion will be deemed to be the portion attributable to the Transferred portion of such Member's Units for purposes of this Section 2.4(b).

## **ARTICLE 3. ALLOCATION OF BOOK INCOME AND LOSS**

### **3.1 Book Income and Loss.**

(a) The Book income or loss of the Company for purposes of determining allocations to the Capital Accounts of the Members will be determined in the same manner as the determination of the Company's taxable income, except that: (i) items that are required by Section 703(a)(1) of the Code to be separately stated will be included; (ii) items of income that are exempt from inclusion in gross income for federal income tax purposes will be treated as Book income, and related deductions that are disallowed under Section 265 of the Code will be treated as Book deductions; (iii) Section 705(a)(2)(B) Expenditures will be treated as deductions; (iv) items of gain, loss, depreciation, amortization, or depletion that would be computed for federal income tax purposes by reference to the Tax Basis of an item of Company property will be determined by reference to the Book Value of such item of property; and (v) the effects of upward and downward revaluations of Company property pursuant to Section 2.2 of this Appendix will be treated as gain or loss respectively from the sale of such property.



(b) If the Book Value of any item of Company property differs from its Tax Basis, the amount of Book depreciation, depletion or amortization for a period with respect to such property will be computed so as to bear the same relationship to the Book Value of such property as the depreciation, depletion or amortization computed for tax purposes with respect to such property for such period bears to the Tax Basis of such property, except that, if the Tax Basis of such property is zero, the Book depreciation, depletion or amortization with respect to such property will be computed by using a method consistent with the method that would be used for tax purposes if the Tax Basis of such property were greater than zero; provided, however, that with respect to any item of Company property the Book Value of which differs from its Tax Basis and which difference is being eliminated by use of the “remedial allocation method” as defined by Section 1.704-3(d) of the Treasury Regulations, depreciation or amortization for such period will be the amount of Book basis recovered for such period under the rules prescribed by Section 1.704-3(d)(2) of the Treasury Regulations.

(c) Allocations to the Capital Accounts of the Members will be based on the Book income or loss of the Company as determined pursuant to this Section 3.1. Such allocations will be made as provided in the Agreement except to the extent modified by the provisions of this Article 3.

(d) Any adjustment to the adjusted Tax Basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code that is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, to be taken into account in determining Capital Accounts (other than an adjustment in connection with the complete liquidation of a Member’s interest) shall be treated as an item of gain (if the adjustment increases the Tax Basis of the asset) or loss (if the adjustment decreases such basis).

**3.2 Allocation of Nonrecourse Deductions.** Notwithstanding any other provisions of the Agreement, Nonrecourse Deductions will be allocated among the Members in proportion to their respective Percentage Interests.

**3.3 Allocation of Member Nonrecourse Deductions.** Notwithstanding any other provisions of the Agreement, any item of Member Nonrecourse Deduction with respect to a Member Nonrecourse Debt will be allocated to the Member or Members who bear the economic risk of loss for such Member Nonrecourse Debt in accordance with Section 1.704-2(i) of the Treasury Regulations.

**3.4 Chargebacks of Income and Gain.** Notwithstanding any other provisions of the Agreement:

(a) Company Minimum Gain. If there is a net decrease in Company Minimum Gain for a Tax Year of the Company, then before any other allocations are made for such Tax Year, each Member will be allocated items of Book income and gain for such year (and, if necessary, for subsequent years) to the extent required by Section 1.704-2(f) of the Treasury Regulations.

(b) Member Nonrecourse Debt Minimum Gain. If there is a net decrease in Member Nonrecourse Debt Minimum Gain for a Tax Year of the Company, then after taking into

account allocations pursuant to Section 3.4(a) of this Appendix, but before any other allocations are made for such Tax Year, each Member with a share of Member Nonrecourse Debt Minimum Gain at the beginning of such year will be allocated items of Book income and gain for such year (and, if necessary, for subsequent years) to the extent required by Section 1.704-2(i)(4) of the Treasury Regulations.

(c) Application for Waiver. If the Managers determines that the application of the provisions of Section 3.4(a) or Section 3.4(b) of this Appendix would cause a distortion in the economic arrangement among the Members, the Managers will determine who may, on behalf of the Company, request a waiver of the application of either or both of such provisions pursuant to Section 1.704-2(f)(4) of the Treasury Regulations or Section 1.704-2(i)(4) of the Treasury Regulations.

(d) Qualified Income Offset. If any Member unexpectedly receives any Account Reduction Item that results in an Excess Deficit Balance at the end of any Tax Year after taking into account all other allocations and adjustments under this Agreement other than allocations under Section 3.4(e) of this Appendix, then items of Book income and gain for such year (and, if necessary, for subsequent years) will be reallocated to each such Member in the amount and in the proportions needed to eliminate such Excess Deficit Balance as quickly as possible.

(e) Gross Income Allocation. If, at the end of any Tax Year, the Capital Accounts of any Members have Excess Deficit Balances after taking into account all other allocations and adjustments under this Agreement, then items of Book income and gain for such year will be reallocated to such Members in the amount and in the proportions needed to eliminate such Excess Deficit Balances as quickly as possible.

### **3.5 Other Allocations.**

(a) If during any Tax Year of the Company there is a change in any Member's Units, allocations of Book income or loss for such Tax Year will take into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Code, using the interim closing of the books method or such other method as reasonably approved by the Managers.

(b) If and to the extent that any distribution of Section 751 Property to a Member in exchange for property other than Section 751 Property is treated as a sale or exchange of such Section 751 Property by the Company pursuant to Section 1.751-1(b)(2) of the Treasury Regulations, any Book gain or loss attributable to such deemed sale or exchange will be allocated only to Members other than the distributee Member.

(c) If and to the extent that any distribution of property other than Section 751 Property to a Member in exchange for Section 751 Property is treated as a sale or exchange of such other property by the Company pursuant to Section 1.751-1(b)(3) of the Treasury Regulations, any Book gain or loss attributable to such deemed sale or exchange will be allocated only to Members other than the distributee Member.

(d) No allocation of an item of loss or deduction shall be made to a Member to the extent such allocation would cause or increase an Excess Deficit Balance in such Member's Capital Account as of the end of the Company Tax Year to which such allocation relates, except in a case where no Members have positive Capital Account balances.

#### **ARTICLE 4. ALLOCATION OF TAX ITEMS**

**4.1 In General.** Except as otherwise provided in this **Article 4**, all items of income, gain, loss and deduction will be allocated among the Members for federal income tax purposes in the same manner as the corresponding allocation for Book purposes.

**4.2 Section 704(c) Allocations.** If the Book Value of an item of Company property differs from its Tax Basis, allocations of depreciation, depletion, amortization, gain and loss with respect to such property will be made for federal income tax purposes in a manner that takes account of the variation between the Tax Basis and Book Value of such property in accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1(b)(4)(i) of the Treasury Regulations. The Managers may select any reasonable method or methods for making such allocations, including any method described in Section 1.704-3(b), (c), or (d) of the Treasury Regulations.

**4.3 Tax Credits.** Tax credits will be allocated among the Members in accordance with Section 1.704-1(b)(4)(ii) of the Treasury Regulations.

#### **ARTICLE 5. OTHER TAX MATTERS**

**5.1 Excess Nonrecourse Liabilities.** For the purpose of determining the Members' shares of the Company's Excess Nonrecourse Liabilities pursuant to Sections 1.752-3(a)(3) and 1.707-5(a)(2)(ii) of the Treasury Regulations, and solely for such purpose, the Members' interests in profits are hereby specified to be their respective Percentage Interests.

**5.2 Exculpatory Liabilities.** The Company may: (a) treat deductions attributable to Exculpatory Liabilities as deductions that are not Nonrecourse Deductions; and (b) disregard Exculpatory Liabilities in the determination of Company Minimum Gain.

#### **5.3 Treatment of Certain Distributions.**

(a) If: (i) the Company makes a distribution that would (but for this Section 5.3(a)) be treated as a Nonrecourse Distribution; and (ii) such distribution does not cause or increase a deficit balance in the Capital Account of the Member receiving such distribution as of the end of the Company's Tax Year in which such distribution occurs, then the Company may treat such distribution as not constituting a Nonrecourse Distribution to the extent permitted by Section 1.704-2(h)(3) of the Treasury Regulations.

(b) If: (i) the Company makes a distribution that would (but for this Section 5.3(b)) be treated as a Member Nonrecourse Distribution; and (ii) such distribution does not cause or increase a deficit balance in the Capital Account of the Member receiving such distribution as of the end of the Company's Tax Year in which such distribution occurs, then the

Company may treat such distribution as not constituting a Member Nonrecourse Distribution to the extent permitted by Section 1.704-2(i)(6) of the Treasury Regulations.

**5.4 Reduction of Basis.** If a Member's Units may be treated in whole or in part as depreciable property for purposes of reducing such Member's basis in such Units pursuant to Section 1017(b)(3)(C) of the Code, the Company may, upon the request of such Member, make a corresponding reduction in the basis of the Company's depreciable property with respect to such Member. Such request will be submitted to the Company in writing, and will include such information as may be reasonably required in order to effect such reduction in basis.



mass.gov/dor

# CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UC RETAIL LLC  
601 FITCHBURG STATE RD  
ASHBY MA 01431-2148

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

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

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

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

### *What if I have questions?*

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

*Visit us online!*

Visit [mass.gov/dor](https://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

Edmund W. Gifford

Edward W. Coyle, Jr., Chief  
Collections Bureau

**UC Retail, LLC**

**Retail Application # MRN284616**

To Whom It May Concern,

This statement is to notify the Cannabis Control Commission that UC Retail, LLC is unable to provide a Certificate of Good Standing from the Department of Unemployment Assistance until we have employees hired and on our payroll. At that time, we will provide this Certificate.

Thank you,

A handwritten signature in black ink, appearing to read 'Michael Spengler', with a stylized flourish at the end.

Michael Spengler

UC Retail, LLC

United Cultivation, LLC

# Business Plan Brief

Revised  
3-30-2022

## **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. In 2021, United Cultivation executed a COO and CON exercise where we broke our existing licenses into separate entities. This application is for a newly planned retail location in Groton, MA under our UC Retail, LLC entity.

## **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 UC Retail's operations:

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

601 Fitchburg State Road, Ashby, MA 01431

### **Facility Overview**

United Cultivation has entered into a lease or purchase agreement with Main Street Bank for our second retail location. The address for this location is 489 Main Street, Groton, MA 01450.

*Exterior View:*



### **Host Community Agreement**

United Cultivation, LLC entered into a Host Community Agreement with the Town of Groton Ashby on January 22, 2022.

### **Type of Licenses**

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

- UC Cultivation, LLC: Marijuana Cultivator (Indoor): MC282106
- UC Cultivation, LLC: Marijuana Cultivator (Outdoor): MC283608
- UC Product Manufacturing, LLC: Marijuana Product Manufacturer: MP281666
- UC Retail, LLC: 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

# Plan to Obtain Liability Insurance

Revised  
3-30-2022

### **Plan to Obtain Liability Insurance**

United Cultivation will add this second retail location to our existing general liability insurance coverage, pursuant to 935 CMR 500.105(10), for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.

The deductible for each policy will be no higher than \$5,000 per occurrence.

The insurance partner of choice for United Cultivation will be CannGen Insurance Services which is our existing insurer.

A copy of our current insurance policy follows:

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

Obsidian Specialty Insurance Company 1330 Avenue of the Americas Suite 23A New York, NY 10019	Avant Underwriters 155 Franklin Road Suite 200 Brentwood, TN 37027
NAMED INSURED: <u>United Cultivation, LLC</u>	
MAILING ADDRESS: <u>601-603 Fitchburg State Road</u> <u>Ashby, MA 01431</u>	
POLICY PERIOD: FROM <u>12/13/2021</u> TO <u>12/13/2022</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ <u>2,000,000</u>
SPECIAL EVENTS		\$ <u>EXCLUDED</u>

DEDUCTIBLE	
THE DEDUCTIBLE AMOUNT SHALL BE SEPARATELY APPLICABLE TO EACH CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND SHALL APPLY TO DAMAGES AND CLAIMS EXPENSES	
EACH CLAIM WITHOUT AGGREGATE	\$ <u>2,500</u>

DESCRIPTION OF BUSINESS	
<b>FORM OF BUSINESS:</b>	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> TRUST
<input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: <u>Retail</u>	

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
	SEE SCHEDULE OF LOCATIONS

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		AREA/SALES TOTAL	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
ALL	ALL		Sales	\$0.973	\$	5,000,000	
PREMIUM SHOWN IS PAYABLE:				STATE TAX OR OTHER (if applicable)		\$ 445	
				TOTAL PREMIUM (SUBJECT TO AUDIT)		\$ 4,866	
				AT INCEPTION		\$ 4,866	
				AT EACH ANNIVERSARY		\$	
				(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PRE- MIUM IS PAID IN ANNUAL INSTALLMENTS)			
AUDIT PERIOD (IF APPLICABLE)		<input checked="" type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI- ANNUALLY	<input type="checkbox"/> QUARTERLY		<input type="checkbox"/> MONTHLY	

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
<hr/> <hr/> <hr/>

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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.

## **Building the United Cultivation Team**

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.

The hiring of agents must follow established procedure. The Human Resources department 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 candidates;
5. Performing and recording reference checks on qualified candidates;
6. Scheduling of interviews;
7. Delivery of an offer letter to the first-choice candidate;
8. Performing criminal background check on selected candidate;
9. Send application to the state for registration; and
10. Completion of the probationary period.

## **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 is equally important for United Cultivation to conduct background screening on agents or volunteers 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. Human Resources will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application.

Once an applicant has been identified as a top candidate for an opening within United Cultivation, we will take steps to perform a background check that will meet the requirements put forth by the Cannabis Control Commission.

United Cultivation has partnered with Creative Services, Inc as our applicant screening provider. We will utilize their “Adult Standard Profile” as our standard screen for all pre-offer candidates to ensure compliance with Marijuana Registered Agent suitability standards which will include\*:

- 7-Year Criminal History Search – County / Statewide
- 7-Year Criminal History Search – Federal
- Social Security Trace
- National Criminal Locator (Includes National Sex Offender Registry)
- 7-Year Sex Offender Registry Search (State Specific)

\*Candidates may be subject to additional screening criteria based on their importance to certain roles and responsibilities within the organization.

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

United Cultivation will apply for registration for all its employees and volunteers who are associated with our organization.

To be suitable for registration, each individual shall:

- Be 21 years of age or older.
- Have not been convicted of an offense in the Commonwealth of Massachusetts involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions.
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.802: *Suitability Standard for Registration as a Marijuana Establishment Agent*

An application for registration of a United Cultivation Agent shall include:

- The full name, date of birth, and address of the individual.
- All aliases used previously or currently in use by the individual, including maiden name, if any.
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Cannabis Control Commission.
- An attestation that the individual will not engage in the diversion of Marijuana or Marijuana Products.
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense Marijuana in the Commonwealth of Massachusetts.
- Background information, including, as applicable:
  - A description and the relevant dates of any criminal action under the laws of the Commonwealth of Massachusetts, or an Other Jurisdiction, whether for a felony or

- misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts.
  - A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth of Massachusetts, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices.
  - A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction.
  - A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth of Massachusetts, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant.
- A nonrefundable application fee
  - Any other information required by the Commission

### **CORI Requirements**

A United Cultivation Executive will submit to the Cannabis Control Commission a CORI report and any other background check information required by the CCC for each individual for whom United Cultivation seeks a Marijuana Establishment Agent registration, obtained within 30 calendar days prior to submission.

The CORI report obtained by United Cultivation shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

United Cultivation's collection, storage, dissemination and usage of any CORI report or background check information obtained for Marijuana Establishment Agent registrations will comply with 803 CMR 2.00: Criminal Offender Record Information (CORI) and all other applicable state and local laws and regulations.

### **Agent Registration Card Validity**

United Cultivation must notify the Commission no more than one business day after a Marijuana Establishment Agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

An agent Registration Card will be valid for one year from the date of issue and may be renewed thereafter on an tri-annual basis on a determination by the Cannabis Control Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a Registration Card for a Marijuana Establishment Agent, United Cultivation is responsible for notifying the Cannabis Control Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Cannabis Control Commission or after discovery that a Registration Card has been lost or stolen.

A Marijuana Establishment Agent shall always carry a Registration Card associated with United Cultivation while in possession of Marijuana or Marijuana Products, including at all times while at our establishment or while transporting Marijuana or Marijuana Products.

### **Void Registration Cards**

An agent Registration Card issued to a United Cultivation Agent will be void when:

- The agent has ceased to be associated with United Cultivation.
- The card has not been surrendered on the issuance of a new agent Registration Card based on new information.
- The agent is deceased.
- A void agent Registration Card is inactive and invalid.

### **Suitability Standard for Registration as a United Cultivation Agent**

The Cannabis Control Commission has established qualifications for licensure and minimum standards for employment that are directly and demonstrably related to the operation of United Cultivation.

For purposes of determining suitability based on background checks:

- All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of Other Jurisdictions.
- All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy and solicitation.
- Juvenile dispositions shall not be considered as a factor for determining suitability.
- Where applicable, all look back periods for criminal conditions, offenses, and commence on the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period shall commence on release from incarceration.
- Unless otherwise specified in 935 CMR 500.801: Tables B through D, a criminal condition, offense or violation shall include both convictions, which include guilty pleas and pleas of nolo contendere, and dispositions resulting in continuances without a finding or other disposition constituting an admission to sufficient facts, but shall exclude other non-conviction dispositions.
  - Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.801: Tables B through D renders the subject unsuitable for registration regardless of the determination of the Licensee; and
  - Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 803 CMR 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Registered Agents shall remain suitable at all times a registration remains in effect. A United Cultivation Agent must notify the Cannabis Control Commission in writing of any charge or conviction of an offense that would result in a presumptive negative suitability determination or mandatory disqualification under 935 CMR 500.801: Tables B through D within ten days of such individual's arrest or summons, and within ten days of the disposition on the merits of the underlying charge.





Table B:

**Retail, Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement, Social Consumption Establishment, and Transporter Marijuana Establishment Agents.**

<b>Time Period</b>	<b>Precipitating Issue</b>	<b>Result</b>
Present (during time from start of application process through action on application or renewal.)	<b>Open/Unresolved Criminal Proceedings:</b>  Any outstanding or unresolved criminal proceeding, the disposition of which may result in a felony conviction under the laws of the Commonwealth or Other Jurisdictions, but excluding any criminal proceeding based solely on a Marijuana-related offense or a violation of M.G.L. c. 94C, § 32E(a) or § 34.	Presumptive Negative Suitability Determination
Present	<b>Open Professional or Occupational License Cases</b>	Presumptive Negative Suitability Determination
Time Period	<b>Precipitating Issue</b>	<b>Result</b>
Present	<b>Open/Unresolved Marijuana License or Registration Violations (Massachusetts or Other Jurisdictions):</b>  An outstanding or unresolved violation of the regulations as included in 935 CMR 500.000: Adult Use of Marijuana or a similar statute or regulations of an Other Jurisdiction, which has either (a) remained unresolved for a period of six months or more; or (b) the nature of which would result in a determination of unsuitability for registration.	Presumptive Negative Suitability Determination
Present	<b>Submission of Untruthful Information to the Commission Including, but Not Limited to:</b>  Submission of information in connection with an agent application, waiver request or other Commission action that is deceptive, misleading, false or fraudulent,	Presumptive Negative Suitability Determination

	<p><b>or that tends to deceive or create a misleading impression, whether directly, or by omission or ambiguity; or</b></p> <p><b>making statements during or in connection with a Commission inspection or investigation that are deceptive, misleading, false or fraudulent, or that tend to deceive or create a misleading impression, whether directly, or by omission or ambiguity.</b></p>	
Indefinite	<p><b>Sex Offense:</b></p> <p><b>Felony conviction for a "sex offense" as defined in M.G.L. c. 6, § 178C and M.G. L. c. 127, § 133E or like offenses in Other Jurisdictions.</b></p>	Mandatory Disqualification
Indefinite	<p><b>Felony Convictions in Massachusetts or Other Jurisdictions:</b></p> <p><b>For trafficking crimes under M.G.L. c. 94C, § 32E, or like crimes in Other Jurisdictions, except convictions for solely Marijuana- related crimes under M.G.L. c. 94C, § 32E (a), or like crimes in Other Jurisdictions.</b></p>	Mandatory Disqualification
Indefinite	<b>Conviction or Continuance without a Finding (CWOFF) for Any Distribution of a Controlled Substance to a Minor</b>	Mandatory Disqualification
Indefinite	<b>Failure to Register as a Sex Offender in Any Jurisdiction</b>	Mandatory Disqualification
Time Period	<b>Precipitating Issue</b>	Result

Preceding Five Years	<b>Crimes of Domestic Violence Including, but Not Limited to:</b>  <b>Violation of an abuse prevention restraining order under M.G.L. c. 209A; and</b>  <b>Violation of a harassment prevention order under M.G.L. c. 258E.</b>	Presumptive Negative Suitability Determination
Indefinite	<b>(For Agents Working for a Transporter and Delivery- only Delivery)</b>  <b>Licensee or a Marijuana Establishment with a Delivery</b>  <b>Endorsement Multiple Crimes of Operating under the Influence: Two offenses within a ten-year period; or three or more offenses within any period of time.</b>	Presumptive Negative Suitability Determination
Preceding Five Years	<b>Felony Convictions in Massachusetts or Other Jurisdictions:</b>  <b>For crimes of violence against a person or crimes of dishonesty or fraud, "violent crime" to be defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E.</b>	Mandatory Disqualification
Preceding Five Years	<b>The applicant's or Licensee's prior actions posed or would likely pose a risk to the public health, safety, or welfare; and</b>  <b>the risk posed by the applicant's or Licensee's actions relates or would likely relate to the operation of a Marijuana Establishment.</b>	May make a Negative Suitability Determination in accordance with 935 CMR 500.800(8)



# **United Cultivation, LLC**

## **Employee Handbook**

**December 13, 2020**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! I hope that you are as excited as I am that you have chosen to join our organization. It is my goal that your employment with United Cultivation, LLC will be both rewarding and challenging. We take pride in our team members as well as in the products and services we provide to our customers.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, please request time with your Manager to discuss.

We wish you success in your employment here at United Cultivation, LLC!

All the best,

Michael Spengler

Chief Executive Officer

United Cultivation, LLC

### 1.2 At-Will Employment

Your employment with United Cultivation, LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.



## **2.0 Introductory Language and Policies**

### **2.1 About the Company**

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. Our operating business units will evolve from adult-use recreational retail sales into cultivation and product manufacturing. Our goal is to become the most preferred, vertically integrated marijuana establishment in the Commonwealth of Massachusetts within our first two years of operations.

### **2.2 Mission Statement**

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.

### **2.3 Ethics Code**

United Cultivation, LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and team members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and team members will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.4 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including United Cultivation, LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

In addition to this handbook, there may be other policy and procedure documents associated with the different operating departments within the Company.

## **3.0 Hiring and Orientation Policies**

### **3.1 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with United Cultivation, LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

### **3.2 State Registration Of Agents Policy**

United Cultivation, LLC will apply for registration for all its employees and volunteers who are associated with our organization.

To be suitable for registration, each individual must:

- Be 21 years of age or older.
- Have not been convicted of an offense in the Commonwealth of Massachusetts involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions.
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.802: Suitability Standard for Registration as a Marijuana Establishment Agent

An application for registration of a United Cultivation Agent will have included:

- The full name, date of birth, and address of the individual.
- All aliases used previously or currently in use by the individual, including maiden name, if any.
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Cannabis Control Commission.
- An attestation that the individual will not engage in the diversion of Marijuana or Marijuana Products.
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth of Massachusetts.
- Background information, including, as applicable:
  - o A description and the relevant dates of any criminal action under the laws of the Commonwealth of Massachusetts, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts.
  - o A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth of Massachusetts, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices.
  - o A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction.
  - o A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth of Massachusetts, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant.

#### **CORI Requirements**

A Company Executive will submit to the Cannabis Control Commission a CORI report and any other background check information required by the CCC for each individual for whom United Cultivation, LLC

seeks a Marijuana Establishment Agent registration, obtained within 30 calendar days prior to submission.

The CORI report obtained by United Cultivation, LLC shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

United Cultivation's collection, storage, dissemination and usage of any CORI report or background check information obtained for Marijuana Establishment Agent registrations will comply with 803 CMR 2.00: Criminal Offender Record Information (CORI) and all other applicable state and local laws and regulations.

#### Agent Registration Card Validity

United Cultivation must notify the Commission no more than one business day after an employee ceases to be associated with the establishment. The registration will be immediately void when the agent is no longer associated with the establishment.

An agent Registration Card will be valid for one year from the date of issue and may be renewed thereafter on a tri-annual basis on a determination by the Cannabis Control Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a Registration Card for a Marijuana Establishment Agent, United Cultivation, LLC is responsible for notifying the Cannabis Control Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Cannabis Control Commission or after discovery that a Registration Card has been lost or stolen.

A United Cultivation, LLC Agent shall always carry a Registration Card associated with the Company while in possession of marijuana or marijuana products, including at all times while at our establishment or while transporting marijuana or marijuana products.

#### Void Registration Cards

An agent Registration Card issued to a United Cultivation, LLC Agent will be void when:

- The agent has ceased to be associated with United Cultivation, LLC.
- The card has not been surrendered on the issuance of a new agent Registration Card based on new information.
- The agent is deceased.
- A void agent Registration Card is inactive and invalid.

#### Suitability Standard for Registration as a United Cultivation Agent

The Cannabis Control Commission has established minimum standards for employment that are directly and demonstrably related to the operation of United Cultivation, LLC.

For purposes of determining suitability based on background checks:

- All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of Other Jurisdictions.
- All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy and solicitation.
- Juvenile dispositions shall not be considered as a factor for determining suitability.
- Where applicable, all look back periods for criminal conditions, offenses, and commence on the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period shall commence on release from incarceration.
- Unless otherwise specified in 935 CMR 500.801: Tables B through D, a criminal condition, offense or violation shall include both convictions, which include guilty pleas and pleas of nolo contendere, and dispositions resulting in continuances without a finding or other disposition constituting an admission to sufficient facts, but shall exclude other non-conviction dispositions.

- Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.801: Tables B through D renders the subject unsuitable for registration regardless of the determination of the Licensee; and
- Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 803 CMR 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Registered Agents shall remain suitable at all times a registration remains in effect. A United Cultivation, LLC Agent must notify the Cannabis Control Commission in writing of any charge or conviction of an offense that would result in a presumptive negative suitability determination or mandatory disqualification under 935 CMR 500.801: Tables B through D within ten days of such individual's arrest or summons, and within ten days of the disposition on the merits of the underlying charge.

### **3.3 New Hires and Introductory Periods**

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with United Cultivation, LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.4 EEO Statement and Nonharassment Policy**

#### *Equal Opportunity Statement*

United Cultivation, LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against team members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

#### *Policy Against Workplace Harassment*

United Cultivation, LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a

mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

**Sexual harassment** means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your direct manager or the Human Resource department.

The Company prohibits retaliation against team members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim

has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the Company complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

**EEOC Boston Office** Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 Phone: 800-669-4000 Fax: 617-565-3196 TTY: 800-669-6820 ASL Video Phone: 844-234-5122 Website: <https://publicportal.eeoc.gov/portal/>

**MCAD** Address: 1 Ashburton Place, Suite 601, Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196 Alternative Languages: 617-994-6196 Email: [mcad@mass.gov](mailto:mcad@mass.gov) Fax: 617-994-6024

## **3.5 Religious Accommodation**

United Cultivation, LLC is dedicated to treating its team members equally and with respect and recognizes the diversity of their religious beliefs. All team members may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you request an absence to observe a holy day, you must provide the Company with at least 10 days' notice. The Company may require you to make up the time lost.

If you require a religious accommodation, speak with your Manager.

## **3.6 Pregnant Workers Fairness Act Notice**

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against team members due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to team members who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

## **3.7 Disability Accommodation**

United Cultivation, LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child.

Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability (even if you can perform the essential functions of the job with some difficulty), it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against team members for requesting an accommodation.

### **3.8 Conflicts of Interest**

United Cultivation, LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Manager. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.9 Employment of Relatives and Friends**

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at United Cultivation, LLC. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

### 3.10 Job Descriptions

United Cultivation, LLC attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Manager.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to team members.

If you have any questions regarding your job description or the scope of your duties, please speak with your Manager.

### 3.11 Training Program

In most cases, and for most departments, training team members is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Manager.

#### State Mandated Responsible Vendor Training

All United Cultivation, LLC Agents 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 for United Cultivation, LLC to be designated a "Responsible Vendor."

United Cultivation Agents will first take the Basic Core Curriculum. On completing the Basic Core Curriculum, a United Cultivation Agent is then eligible to take the Advanced Core Curriculum.

*(Exception for Administrative Employees. United Cultivation Agents who serve as administrative employees and do not handle or sell Marijuana are exempt from the four-hour RVT requirement but may take a Responsible Vendor Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.)*

Once United Cultivation, LLC is designated a Responsible Vendor, all Agents employed by the Company that are involved in the handling and sale of Marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire.

After successful completion of the Basic Core Curriculum, each United Cultivation, LLC Agent involved in the handling and sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for United Cultivation, LLC to maintain designation as a Responsible Vendor. It is important to note that failure to maintain Responsible Vendor status is grounds for action by the Commission.

The Basic Core Curriculum shall cover the following subject matter:

- Marijuana's effect on the human body, including:
  - o Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - o The amount of time to feel impairment;
  - o Visible signs of impairment; and
  - o Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training shall include:
  - o How to check identification;
  - o Spotting and confiscating fraudulent identification;
  - o Patient registration cards currently and validly issued by the Commission;



- o Common mistakes made in identification verification.
- o Prohibited purchases and practices, including purchases by persons under the age of twenty-one in violation of M.G.L. c. 94G, § 13.

## **4.0 Wage and Hour Policies**

### **4.1 Introduction to Wage and Hour Policies**

At United Cultivation, LLC, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager.

### **4.2 Attendance Policy**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Manager. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

United Cultivation, LLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### **4.3 Pay Period**

At United Cultivation, LLC, the standard pay period is biweekly for all team members. Pay dates are every other Thursday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

### **4.4 Paycheck Deductions**

United Cultivation, LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Manager. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

### **4.5 Wage Disclosure Protection**

In accordance with Massachusetts law, United Cultivation, LLC will not:

- Require, as a condition of employment, that you refrain from inquiring about, discussing, or disclosing your wages or the wages of other team members.
- Discharge or in any other manner retaliate against you because you:
  - o Opposed any act or practice that conflicts with this policy;

- o Made or indicated an intent to file a complaint or otherwise cause to be instituted any proceeding regarding your rights under this policy;
- o Testified or are about to testify, assist, or participate in any manner in an investigation or proceeding regarding your rights under this policy; or
- o Disclosed your wages or inquired about or discussed the wages of other team members.

However, if you have access to or knowledge of the compensation information of other team members as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it without prior written consent from the individual whose information is sought or requested, unless the compensation information is a public record.

This policy does not create an obligation for the Company to disclose wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to your Manager.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against team members regarding their rights under the National Labor Relations Act.

## **4.6 Recording Time**

United Cultivation, LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain team members. To ensure that the Company has complete and accurate time records and that team members are paid for all hours worked, nonexempt team members are required to record all working time using Company timekeeping application. Exempt team members may also be required to track days or time worked. Speak with your Manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than fifteen minutes ahead of your start time and clock out no later than fifteen minutes after your quitting time.

Notify your Manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Manager any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **4.7 Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager.

At certain times United Cultivation, LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

#### **4.8 Meal and Rest Periods**

United Cultivation, LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Company requests that team members accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

#### **4.9 Accommodations for Nursing Mothers**

United Cultivation, LLC will provide nursing mothers reasonable unpaid break time to express milk for their nursing child(ren).

If you are nursing, the Company will provide you a private room, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your Manager.

#### **4.10 Direct Deposit**

United Cultivation, LLC encourages all team members to enroll in direct deposit. If you would like to take advantage of direct deposit, ask your Manager for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

#### **4.11 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from United Cultivation, LLC.

### **5.0 Performance, Discipline, Layoff, and Termination**

#### **5.1 Standards of Conduct**

United Cultivation, LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our team members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge team members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other team members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **5.2 Open Door/Conflict Resolution Policy**

United Cultivation, LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Manager and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its team members, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **5.3 Criminal Activity/Arrests**

United Cultivation, LLC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in

disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

## **5.4 Immediate Dismissal**

United Cultivation, LLC will immediately dismiss any employee who has:

- Diverted Marijuana, which will be reported to Law Enforcement Authorities and to the Cannabis Control Commission;
- Engaged in unsafe practices with regard to operation of United Cultivation, LLC, which shall be reported to the Cannabis Control Commission; or
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth of Massachusetts, or a like violation of the laws of any Other Jurisdiction.

## **5.5 Disciplinary Process**

Violation of United Cultivation, LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate team members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## **5.6 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at United Cultivation, LLC is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Manager. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.7 Performance Improvement**

United Cultivation, LLC will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Manager assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued

employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.8 Exit Interview**

You may be asked to participate in an exit interview when you leave United Cultivation, LLC. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **5.9 Post-Employment References**

United Cultivation, LLC policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to a member of the Human Resources department.

## **5.10 Resignation Policy**

United Cultivation, LLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. If you are a Manager, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your Manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

The Company will pay separated team members in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Company property at the time of separation, including list items to be returned, such as uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

## **6.0 General Policies**

### **6.1 Personal Data Changes**

It is your obligation to provide United Cultivation, LLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your Manager.

## 6.2 Security

All team members are responsible for helping to make United Cultivation, LLC a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Manager of any known or potential security risks and/or suspicious conduct of team members, customers, or guests of the Company. Safety and security is the responsibility of all team members and we rely on you to help us keep our premises secure.

## 6.3 Workplace Privacy and Right to Inspect

United Cultivation, LLC property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any team members, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## 6.4 Confidentiality

United Cultivation, LLC will treat all personnel records as confidential. However, as a licensed Marijuana Establishment in the Commonwealth of Massachusetts, United Cultivation, LLC is held to the Confidentiality provisions of 950 CMR 500.820 which are as follows:

1. All records made or received by the Cannabis Control Commission will be public records and will be available for disclosure on request pursuant to this section and 950 CMR 32.00: *Public Records Access*, except the following, which shall be exempt from disclosure to the extent permitted by law:
  - a. All records exempt from disclosure pursuant to M.G.L. c. 4, § 7, cl. 26;
  - b. All records to the extent that they contain "personal data" pursuant to M.G.L. c. 66, § 1;
  - c. All records to the extent that they contain "personal information" pursuant to M.G.L. c. 93H, § 1;
  - d. All records which contain CORI as defined by 803 CMR 2.02: Definitions;
2. All Confidential Records as defined in 935 CMR 500.002. All records protected from disclosure under 935 CMR 500.820(1) or pursuant to the laws of any Other Jurisdiction may be disclosed by the Commission:
  - a. If disclosure is required pursuant to a state or federal law;
  - b. To the individual or the individual's authorized representative, if the individual executes a written release in a form and manner determined by the Commission;
  - c. To the Commission staff for the purpose of carrying out their official duties;
  - d. To the Commission Delegee(s) as authorized by the Commission;
  - e. To other government officials and agencies acting within their lawful jurisdiction which includes, but is not limited to, law enforcement personnel;
  - f. To a healthcare professional who has a Bona Fide Healthcare Professional-Patient Relationship with the Qualifying Patient to facilitate dispensing of Medical-use Marijuana;
  - g. To an MTC or any state agency to facilitate the dispensing of Medical-use Marijuana;
  - h. To the Commission staff if required in the course of an administrative or a judicial proceeding; or
  - i. If an individual or entity obtains an order from a court of competent jurisdiction.
3. Nothing in 935 CMR 500.820: *Confidentiality* shall prevent the Commission from acting in accordance with its authority.

## **6.5 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, United Cultivation, LLC team members are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that team members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **6.6 Whistleblower Policy**

United Cultivation, LLC encourages its employees to report improper activities in the workplace and will protect employees from retaliation for making any such report in good faith.

### **Employee Rights**

Employees have the right to report, without suffering retaliation, any activity by United Cultivation, LLC or any of our employees that the employee reasonably believes:

1. violates any state or federal law;
2. violates or amounts to noncompliance with a state or federal rule or regulation; or
3. violates fiduciary responsibilities by a nonprofit corporation.

In addition, employees can refuse to participate in an activity that would result in a violation of state or federal statutes, or a violation or noncompliance with a state or federal rule or regulation.

Employees are also protected from retaliation for having exercised any of these rights in any former employment.

The whistleblower protection laws do not entitle employees to violate a confidential privilege of United Cultivation, LLC (such as the attorney-client privilege) or improperly disclose trade-secret information.

### **Where to Report**

Employees have the duty to comply with all applicable laws and to assist United Cultivation, LLC to ensure legal compliance. An employee who suspects a problem with legal compliance is required to report the situation(s) to their direct manager or to a member of the Executive team.

Employees may also report information regarding possible unlawful activity to an appropriate government or law enforcement agency.

### **Protection from Retaliation**

It is the intent of this policy to encourage employees to report fraudulent or illegal activities and there shall be no retaliation for any reports made pursuant to this policy. Any employee who believes they have been retaliated against for whistle blowing may file a complaint with the Chief Executive Officer. Any complaint of retaliation will be promptly investigated and remedial action taken when warranted. This protection from retaliation is not intended to prohibit managers or supervisors from taking action, including disciplinary action, in the ordinary course of business based on valid performance-related factors.



## **6.7 Inspections Policy**

Pursuant to M.G.L. c. 94G, §§ 4(a)(xvii) through (xx), the Cannabis Control Commission or a Commission Delegee may inspect United Cultivation, LLC and any affiliated vehicles at any time without prior notice to determine our compliance with M.G.L. c. 94G, and 935 CMR 500.000: Adult Use of Marijuana.

In the event that any employee is made aware of an entry or inspection request by the Commission or a Commission Delegee, they must immediately notify a manager of said request.

All areas, activities and records of the Company and activities and records of the Company's employees are subject to such inspection. Our submission of an application by or issuance of a License to United Cultivation, LLC constitutes consent for such inspection.

The Company will allow immediate access to the facility on being presented with photo identification documenting the Cannabis Control Commission representative's affiliation with the Commission or a Commission Delegee's affiliation with a state agency with lawful jurisdiction over the operations of United Cultivation, LLC.

The Company will immediately on request make available to the Cannabis Control Commission or a Commission Delegee all information that may be relevant to an inspection or investigation of an incident or a complaint.

The Company will make all reasonable efforts to facilitate the inspection or investigation of an incident or a complaint, including the taking of samples, photographs, video or other evidence or recordings, and complying with demands for examination and inspection in accordance with 935 CMR 500.302: Compliance Examinations.

During an inspection, the Cannabis Control Commission or a Commission Delegee may direct the Company to test marijuana for contaminants including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on Marijuana pursuant to 935 CMR 500.120(5).

An inspection or other investigation may be made prior to the issuance of a license or the renewal of a license. Additional inspections may be made whenever the Cannabis Control Commission or a Commission Delegee deems it necessary for the enforcement of M.G.L. c. 94G, and 935 CMR 500.000: Adult Use of Marijuana.

It is important for employees to know that failure to cooperate with an inspection or otherwise comply with 935 CMR 500.301: Inspections and Compliance may result in administrative or disciplinary action against the Company.

## **6.8 Use of Company Technology**

This policy is intended to provide United Cultivation, LLC team members with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.

- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, team members should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting team members in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## **6.9 Computer Security and Copying of Software**

Software programs purchased and provided by United Cultivation, LLC are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company team members or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The CEO is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your Manager's approval. All software acquired by the Company must be purchased through the CEO.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

## 6.10 Personal Cell Phone/Mobile Device Use

While United Cultivation, LLC permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, use of such devices is prohibited while performing job function as they will interfere with your job duties and could impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may only connect your personal device to the Company network or to Company equipment (computers, printers, etc.) with approval from your Manager.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from your Manager. The use of personal devices is limited to certain team members and may be limited based on compatibility of technology.

Nothing in this policy is intended to prevent team members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## 6.11 Social Media Policy

At United Cultivation, LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or team members of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by team members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to the CEO.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent team members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain team members in exercising any other right protected by law. All team members have the right to engage in or refrain from such activities.

## **6.12 Third Party Disclosures**

From time to time, United Cultivation, LLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former team members, newspapers, law enforcement agencies, and other outside persons may contact our team members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the CEO. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the CEO.

### **6.13 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of United Cultivation, LLC. All team members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate team members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

### **6.14 Dress Code**

Employee appearance contributes to United Cultivation, LLC's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression by visitors and customers.

The Company will make available a line of "employee-only" shirts that, when combined with denim jeans and close-toed shoes, are to be considered the Company uniform and are to be worn at all times while working.

The Company will provide employees with a "starter" shirt set. Any additionally desired shirts or replacements to lost or worn shirts are to be the responsibility of the employee and can be purchased directly from United Cultivation, LLC.

Department managers may exercise reasonable discretion to determine appropriateness in employee dress and appearance. Employees who do not meet a professional standard may be sent home to change, and nonexempt employees will not be paid for that time. Reasonable accommodations will be made where required.

Appropriate workplace dress does not include clothing that is too tight or revealing; clothing with rips, tears or frays; or any extreme style or fashion in dress, footwear, accessories, fragrances or hair. Employees are expected to demonstrate good judgment and professional taste. Use courtesy towards coworkers and your professional image to customers as the factors you use to assess whether you are dressing in attire that is appropriate.

An employee who is unsure of what is appropriate should check with his or her Manager.

All employees are expected to comply with this dress code in a manner consistent with their gender identity and expression. Employees who report to work inappropriately attired will be asked to leave work to change clothes and will be required to use personal time or vacation time to do so.

United Cultivation, LLC recognizes the importance of individually held religious beliefs to persons within its workforce. The Company will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the human resources department.

Violations of the policy can range from inappropriate clothing items to offensive perfumes and body odor. If a staff member comes to work in inappropriate dress, he or she will be required to go home, change into conforming attire or properly groom, and return to work.

If a staff member's poor hygiene or use of too much perfume/cologne is an issue, the Manager will discuss the problem with the staff member in private and will point out the specific areas to be corrected. If the problem persists, Managers should follow the normal corrective action process, and could lead to termination.

## **6.15 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of team members, visitors, and others, United Cultivation, LLC has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other team members during your assigned working time. For this purpose, working time means time during which either you or the team members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other team members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of team members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Manager.

## **6.16 Authorization for Use of Personal Vehicle**

All team members required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. United Cultivation, LLC may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or

2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

## **6.17 Driving Record**

All team members required to operate a motor vehicle as part of their employment duties at United Cultivation, LLC must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

## **6.18 Bulletin Boards**

United Cultivation, LLC maintains an official bulletin board located in the break room for providing team members with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to team members on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

## **6.19 Employer Sponsored Social Events**

United Cultivation, LLC holds periodic social events for team members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

# **7.0 Benefits**

## **7.1 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Manager for clarification.

## **7.2 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Manager for clarification.

## **7.3 Regular Full-Time Personnel**

Regular full-time team members are those who have completed their introductory period and are regularly scheduled to work 40 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to team members at United Cultivation, LLC are for regular full-time team members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

## 7.4 Regular Part-Time Personnel

All team members who work fewer than 40 hours per week are considered part time. Part-time team members are not eligible for United Cultivation, LLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

## 7.5 Paid Sick Leave (Accrual Method)

United Cultivation, LLC provides paid sick leave to eligible team members in accordance with the Massachusetts Earned Sick Time Law.

### Eligibility

All team members whose primary place of employment is Massachusetts are eligible for sick leave.

### Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend your own or a family member's medical appointments.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

**Family member** means:

- Your child (including a biological, adopted, foster, or step child; legal ward; or person for whom you have assumed parental responsibilities).
- Your spouse.
- You or your spouse's parents (including a biological, adoptive, foster, or step parent, or any person who assumed parental responsibilities over you or your spouse as a child).

### Accrual and Usage

Eligible team members accrue one hour of sick leave for every 30 hours worked per leave year, up to a maximum of 40 hours. New team members begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is the calendar year. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is four hours.

### Notice

If the need for leave is foreseeable, you must make a good faith effort to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### Documentation

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.



Any reasonable documentation signed by a health care provider indicating the need for sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed if good cause can be shown.

#### Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

#### Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

You may choose to use, or the Company may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

#### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

## **7.6 Paid Time Off (PTO)**

United Cultivation, LLC provides team members with paid time off (PTO). PTO may be used for [[vacation, sick time, or other personal matters]].

#### Eligibility

All [[full-time regular]] team members are eligible to receive PTO [[immediately upon hire/upon completion of the introductory period/after completing # days of employment]].

#### Deposits Into Your Leave Account

PTO is calculated according to [[your work anniversary year/the calendar year/the fiscal year, which begins on [date] and ends on [date] ]].

**[[EMPLOYERS MUST CHOOSE ONE:]]**

**[[Option 1:]]**

The amount of PTO received each year is based on your length of service and [is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Company up to a maximum annual grant as shown below]:

- First year of employment: [[# hours/days/weeks]] annually.
- Second and third year of employment: [[# hours/days/weeks]] annually.
- Third through fifth year of employment: [[# hours/days/weeks]] annually.
- Over five years of employment: [[# hours/days/weeks]] annually.

Part-time regular employees receive PTO time in proportion to their work schedule.

PTO granted during your first year of employment will be prorated based on your hire date.

**[[OR]]**

**[[Option 2:]]**

All eligible team members will accrue [[# hours/days/weeks]] of PTO for every [[period of time]] worked, up

to a maximum accrual of [[# hours/days/weeks]].

Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

#### Leave Usage and Requests for Leave

Company encourages you to use your PTO time. You are eligible to begin using PTO [[immediately upon hire/upon completion of your introductory period/as soon as it is received /after # days of employment]].

You must request PTO from your Manager as far in advance as possible, but at least [[# days/weeks]] in advance. The Company will generally grant requests for PTO when possible, taking business needs into consideration. [[When multiple team members request the same time off, their [[length of employment/seniority/collective-bargaining agreement]] may determine priority in scheduling PTO times. You must take PTO in increments of at least [[# of hours/days]].

#### During a Leave of Absence

Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

[[EMPLOYERS WHO USE AN ACCRUAL METHOD MUST ADD THE FOLLOWING LANGUAGE: You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.]]

#### Carryover

[[EMPLOYERS MUST CHOOSE ONE:]]

[[Unused PTO can be carried over to the following year [**You may want to explain conditions for carryover:** e.g., on or about your anniversary date/at the beginning of the following [calendar/fiscal] year].]]  
[[The Company may elect to offer payment for the unused time [on or about your anniversary date/at the beginning of the following [calendar/fiscal] year].]]

[[OR]]

[[OPTIONAL LANGUAGE FOR ALL STATES EXCEPT CALIFORNIA, MONTANA, AND NEBRASKA. DO NOT USE THIS LANGUAGE FOR CALIFORNIA, MONTANA, OR NEBRASKA HANDBOOKS.]]

[[You may not carry over unused PTO] to the following year. Any unused PTO will be forfeited [on or about your anniversary date/at the end of the [calendar/fiscal] year].]]

#### Separation of Employment

Upon separation of employment for any reason, you will [[forfeit any earned but unused PTO time unless state law dictates otherwise/will be paid for earned but unused PTO time]].

## **7.7 Health Insurance Policy**

United Cultivation, LLC offers group health insurance benefits to all eligible [[full-time]] team members [[who have completed (90) days of employment]] [[and their eligible dependents]]. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from [[appropriate person or department]].

[[Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.]]

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## **7.8 Workers' Compensation Insurance Policy**

Workers' compensation is a no-fault system designed to provide benefits to all team members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at United Cultivation, LLC, no matter how slightly, you are to report the incident immediately to your Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **7.9 Voting Leave**

If your work schedule prevents you from voting on Election Day, United Cultivation, LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **7.10 Military Leave (USERRA)**

United Cultivation, LLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Manager. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Manager.

## **7.11 Parental Leave Policy**

United Cultivation, LLC provides up to eight weeks of unpaid leave in a 12-month period to team members for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

## 7.12 Jury Duty Leave

United Cultivation, LLC encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use [[vacation]] in place of unpaid leave.

The Company reserves the right to require team members to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

## 7.13 Crime Victim and Witness Leave

Occasionally, team members may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, team members may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your Manager as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to team members who have committed or are alleged to have committed a crime.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

## 7.14 Bereavement Leave

United Cultivation, LLC recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

Full-time employees who have completed 30 days of service] are eligible for 1 day of unpaid bereavement leave for the death of an immediate family member.

You may use accrued but unused sick leave if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

## 7.15 Emergency Paid Sick Leave Policy (COVID-19)

United Cultivation, LLC provides eligible team members with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

### Eligibility

All team members are eligible for emergency paid sick leave.

### Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

### Potential Exemption

The Company, as a small business with fewer than 50 employees, under certain circumstances, may need to deny emergency paid sick leave under this policy if granting such leave would jeopardize the viability of the Company's business as an ongoing concern. The Company is exempt from the requirement of providing emergency paid sick leave to care for your son or daughter whose school or place of care is closed, or whose child care is unavailable, for COVID-19 related reasons when:

- Such paid leave would cause the Company's expenses and financial obligations to exceed available business revenue and cause the Company to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Company because of their specialized skills, knowledge of the business, or responsibilities; or
- The Company cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Company to operate at a minimum capacity.

### Duration/Compensation

Full-time team members are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time team members are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For team members with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

The rate of your pay depends on your reason(s) for taking leave. If you:

- Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.

- Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your or the applicable minimum wage, capped at \$200 per day.
- Are caring for your child because of school or daycare closure, or because the child care provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.
- Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.

### Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave. The Company will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

No leave provided by the Company before April 1, 2020 may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020 or paid to you.

### Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

### Intermittent Use of Leave

If the Company directs or allows you to telework, but you are unavailable to do so because of one of the qualifying reasons for emergency paid sick leave, the Company may agree to allow you to take paid sick leave intermittently, in any agreed increment of time. If you normally report to work at a Company worksite, the Company may agree to allow you to take paid sick leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

### Documentation

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or

- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.

The Company may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The Company is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

#### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

#### Expiration

This policy expires on December 31, 2020.

### **7.16 Expanded Family and Medical Leave Policy (COVID-19)**

United Cultivation, LLC provides eligible team members with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA).

#### Eligibility

Expanded family and medical leave is available to all team members that have been employed by the Company for at least 30 calendar days. You are considered to have been employed by the Company for at least 30 calendar days if:

- You were on the Company's payroll for the 30 days immediately prior to the day your leave would begin; or
- You were laid off or otherwise terminated by the Company on or after March 1, 2020 and were rehired or otherwise re-employed by the Company on or before December 31, 2020, provided that you had been on the Company's payroll for leave upon reinstatement if you had been previously employed by the Company for 30 or more of the 60 calendar days prior to your layoff or termination.

#### Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, for reasons related to COVID-19. **Son or daughter** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

#### Requesting Leave

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

### Duration of Leave

You will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020 for the reason stated above.

### Intermittent Use of Leave

If the Company directs or allows you to telework, but you are unavailable to do so because you need to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19-related reason, the Company may agree to allow you to take extended FMLA leave intermittently, in any agreed increment of time. If you normally report to work at a Company worksite, the Company may agree to allow you to take extended FMLA leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

### Compensation

The first 10 days (two weeks) of expanded family and medical leave are unpaid. However, during this period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, which provides pay up to a maximum of \$200 per day. After the first two workweeks of expanded family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours you would otherwise be scheduled to work. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

The Company will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

For team members with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

### Documentation

When requesting expanded family and medical leave, you must provide the following information (verbally or in writing):

1. Your name;
2. Date(s) for which leave is requested;
3. Qualifying reason for the leave;
4. Verbal or written statement that you are unable to work because of the qualified reason for leave;
5. The name of the child being cared for;
6. The name of the school, place of care, or child care provider that has closed or become unavailable; and
7. A representation that no other suitable person will be caring for the child during the period for which you take expanded family and medical leave.

The Company may also request you provide additional materials as needed to support a request for tax credits pursuant to the FFCRA. The Company is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

### Restoration

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.



The law provides an exception for employers with fewer than 25 employees. In such circumstances, if you take family and medical leave, the Company may not need to return you to your position if:

- The position does not exist due to changes in the Company's economic or operating condition that affect employment and were caused by the coronavirus emergency;
- The Company makes "reasonable efforts" to restore you to an equivalent position; and
- If these efforts fail, the Company makes an additional reasonable effort to contact you if an equivalent position becomes available. The "contact period" is the one-year window beginning on the earlier of:
  - o The date on which you no longer need to take leave to care for your child; or
  - o 12 weeks after your paid leave commences.

### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

### Potential Exemption

The Company, as a small business with fewer than 50 employees, may need to deny otherwise qualifying leave under this policy if granting such leave would jeopardize the viability of the Company's business as an ongoing concern. The Company is exempt from the requirement of providing expanded family and medical leave when:

- Such leave would cause the Company's expenses and financial obligations to exceed available business revenue and cause the Company to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Company because of their specialized skills, knowledge of the business, or responsibilities; or
- The Company cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Company to operate at a minimum capacity.

### Expiration

This policy expires on December 31, 2020.

## **7.17 Employee Assistance Program (EAP)**

United Cultivation, LLC provides confidential assistance through its employee assistance program (EAP) to all eligible team members [[and their family members/dependents]]. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Manager due to job performance issues.

If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations will be communicated to the Company.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, [[provider name]], at: [[phone number/website]].

## **8.0 Safety and Loss Prevention**

### **8.1 General Safety Policy**

It is the responsibility of all United Cultivation, LLC team members to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Manager as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

### **8.2 Policy Against Workplace Violence**

As the safety and security of our team members, vendors, contractors, and the general public is in the best interests of United Cultivation, LLC, we are committed to working with our team members to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### *Zero Tolerance Policy*

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### *Prohibited Conduct*

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### *Reporting Incidents of Violence*

Report to your Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### *Violations*

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### *Retaliation*

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an

investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the CEO.

### **8.3 Drug and Alcohol Policy**

United Cultivation, LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### **Prohibited Conduct**

The Company expressly prohibits team members from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against team members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### **Employer-Sponsored Events**

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

#### **Treatment and/or Rehabilitation**

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

#### **Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment.

#### **8.4 Nonsmoking Policy**

United Cultivation, LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its team members and clients. Smoking or vaping in any area inside of the building, in close proximity to the exterior of the building, or in potential view of the general public or our clients is prohibited.

# Massachusetts Policies

## Benefits

### Paid Family and Medical Leave

United Cultivation, LLC provides time off to eligible team members who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

#### Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

#### Reasons for Leave

Beginning January 1, 2021, PMFL may be taken for the following reasons:

- The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave).
- To care for your own serious health condition (Medical Leave).
- To care for a family member who is a covered service member (Family Leave).
- For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

Beginning July 1, 2021, PMFL may be taken to care for a family member with a serious health condition (Medical Leave).

**Family member** means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor child; or your grandchild, grandparent, or sibling.

**Covered service member** means:

- 

A member of the armed forces, including a member of the National Guard or Reserves, who is:

- o Undergoing medical treatment, recuperation, or therapy;
- o Otherwise in outpatient status; or
- o Is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**
- A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:
  - o A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or
  - o A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a health care provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or

incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

### Leave Usage

Beginning January 1, 2021, eligible team members may take up to 26 total weeks total of family and medical leave. Individually, the law provides:

- Up to 12 weeks of paid family leave in a leave year:
  - o For the birth, adoption, or foster care placement of a child; or
  - o Due to a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes you to be unable to perform the functions of your position.
- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

Beginning July 1, 2021, eligible team members may also take up to 12 weeks of paid family leave in a leave year to care for a family member with a serious health condition.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take family or medical leave.

### Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's, serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and the Company agree.

### Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

### Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with the Company in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Company's operations, subject to the approval of your health care provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

### Claims

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to the Company prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website

(<https://www.mass.gov/guides/what-is-paid-family-and-medical-leave#-how-can-i-apply-for-paid-leave-massachusetts-benefits?>)-) [[or may be obtained from (appropriate person or department)]]]. You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

#### *Fitness for Duty Requirements*

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

#### *Continuation of Health Benefits*

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML leave, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML leave, you will be responsible for remitting your portion of health premiums to the Company in order to ensure continuation of benefits.

#### *Reinstatement*

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority credit as of the date of leave. However, the Company reserves the right to deny reinstatement if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

#### *Benefit Amount*

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

#### *Substitution of Accrued Paid Leave*

Employees or covered individuals who are approved for paid leave benefits may choose to use accrued paid time off rather than receive a paid benefit under the PFML regulations. Employees or covered individuals may not be compensated with PFML benefits for any period of time for which they received compensation through the use of accrued paid leave. The use of paid time off will run concurrently with the leave period provided under PFML.

#### *Retaliation*

The Company will not retaliate against team members who request or take PFML in accordance with this policy.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Michael Spengler, CEO

United Cultivation, LLC



## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the United Cultivation, LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by United Cultivation, LLC.

If I have any questions about the content or interpretation of this handbook, I will contact my direct Manager.

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Signature

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Date

---

Print Name

## **Introduction**

United Cultivation has adopted procedures for maintaining records that conform to marijuana regulations and best practices 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.

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 potential 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 Chief Executive Officer will oversee all record retention protocols of United Cultivation and is responsible for all record maintenance activities. The departmental managers must supervise the recordkeeping activities in their operating units 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 use the METRC-based LeadLogix 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 and leadership 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, retail floor, 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 retail site. Information will include the user, time, date, item, quantity, and inventory movement at the retail site. 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 United Cultivation 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 records;
3. Confidential customer information;
4. Personnel records and policies;
5. Waste disposal records;
6. Maintenance records;
7. United Cultivation' assets and liabilities;
8. Fixed asset schedules;
9. Insurance and escrow requirements;

10. All monetary transactions;
11. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
12. Sales records including the quantity, form, and cost of marijuana products; and
13. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.
14. 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.

### **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.

### **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 customer 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 marijuana at the premises, will be stored, secured, and prepared for disposal 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 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 Chief Executive Officer 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 related to marijuana products, customers, 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. In the event of a closure of United Cultivation, all records will be kept for at least two years.

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.

## **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 records in accordance with generally accepted accounting principles and 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.

## **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.

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.

A minimum of four hours of training will be from Responsible Vendor Training Program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement. Basic on-the-job training we provide in the ordinary course of business may also be counted toward the eight-hour total training requirement.

### ***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 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 will maintain records of compliance with all training requirements. Such records will be maintained for four years and United Cultivation will make such records available for inspection on request.

## **Responsible Vendor Training**

All current United Cultivation Agents 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 Agents shall first take the Basic Core Curriculum.

On completing the Basic Core Curriculum, a United Cultivation Agent is then eligible to take the Advanced Core Curriculum.

(Exception for Administrative Employees. United Cultivation Agents who serve as administrative employees and do not handle or sell Marijuana are exempt from the four-hour RVT requirement but may take a Responsible Vendor Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.)

Once United Cultivation is designated a Responsible Vendor, all Agents employed by United Cultivation that are involved in the handling and sale of Marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire.

After successful completion of the Basic Core Curriculum, each United Cultivation Agent involved in the handling and sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for United Cultivation to maintain designation as a Responsible Vendor. We understand that failure to maintain Responsible Vendor status is grounds for action by the Commission.

### **RVT: Basic Core Curriculum:**

The Basic Core Curriculum shall cover the following subject matter:

- Marijuana's effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and
  - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training shall include:
  - How to check identification;
  - Spotting and confiscating fraudulent identification;
  - Patient registration cards currently and validly issued by the Commission;
  - Common mistakes made in identification verification.
  - Prohibited purchases and practices, including purchases by persons under the age of twenty-one in violation of M.G.L. c. 94G, § 13.



- Other key state laws and rules affecting Marijuana Establishment Agents, which shall include:
  - Conduct of Marijuana Establishment Agents;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Local and state licensing and enforcement, including registration and license sanctions;
  - Incident and notification requirements;
  - Administrative, civil, and criminal liability;
  - Health and safety standards, including waste disposal;
  - Patrons prohibited from bringing Marijuana and Marijuana Products onto licensed premises;
  - Permitted hours of sale;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records,, including confidentiality and privacy; and
  - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

### **Advanced Core Curriculum**

As Advanced Core Curriculum classes are approved by the Commission, United Cultivation will encourage its employees to participate in them in an effort to build on the knowledge, skills, and practices covered in the Basic Core Curriculum.

Advanced Core Curriculum classes will include standards and best practices in one or more of the following areas:

- Cultivation;
- Product Manufacturing;
- Retail;
- Transportation
- Social Consumption;
- Laboratory Science;
- Energy and Environmental Best Practices;
- Social Justice and Economically Reparative Practices;
- Implicit Bias and Diversity Training;
- Worker Safety;
- Food Safety and Sanitation; xii. Confidentiality and Privacy;
- In dept coverage of any topic(s) taught in the Basic Core Curriculum; or
- Such other topic as the Commission may approve in its sole discretion.

## **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;

In addition, this retail location will be located in Groton, MA and Groton has their own electric utility in the form of Groton Electric Light Department. We have reached out to this utility company for further insight into any local programs they offer to businesses like ours.

United Cultivation, LLC

# Maintenance of Financial Records Policy

Revised  
11-24-2021

## **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 records in accordance with generally accepted accounting principles and 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.

### **Additional Regulatory Compliance for 935 CMR 500.101(1)**

- We will not utilize software or other methods to manipulate or alter sales data.
- If we determine that software or other methods have been installed/utilized to manipulate or alter sales data: we will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.
- We will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- We will adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

## Michael Spengler

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**From:** Charles Foster  
**Sent:** Wednesday, April 27, 2022 10:31 AM  
**To:** Michael Spengler  
**Subject:** Fw: Diversity in Hiring

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**From:** Thais De Marco <[thais.demarco@malgbtcc.org](mailto:thais.demarco@malgbtcc.org)>  
**Sent:** Monday, April 25, 2022 10:51 AM  
**To:** Michael O'Neill <[michael.oneill@malgbtcc.org](mailto:michael.oneill@malgbtcc.org)>  
**Cc:** Charles Foster <[Charles@unitedcult.com](mailto:Charles@unitedcult.com)>  
**Subject:** Re: Diversity in Hiring

Thanks, Michael! Moving you to bcc.

Hi, Charles -

Is the dispensary LGBT-owned or ally-owned? We're working on a membership structure for ally-owned businesses that want to join the Chamber, but at the moment, we're only taking membership applications from LGBTQ+ businesses; I can keep you posted on membership opportunities for ally-owned businesses if that's the case for your company. Let me know?

All my best,

TDM

On Fri, Apr 22, 2022 at 11:08 AM Michael O'Neill <[michael.oneill@malgbtcc.org](mailto:michael.oneill@malgbtcc.org)> wrote:  
Hi Charles,

Wonderful, thank you! In this email I am connecting you to Thais De Marco, our Membership and Engagement Director. She is currently away on vacation but will be back next week to explain to you how membership works.

Thank you!  
Michael

On Fri, Apr 22, 2022 at 11:05 AM Charles Foster <[Charles@unitedcult.com](mailto:Charles@unitedcult.com)> wrote:  
We are a small business!

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**From:** Michael O'Neill <[michael.oneill@malgbtcc.org](mailto:michael.oneill@malgbtcc.org)>  
**Sent:** Thursday, April 21, 2022 4:27 PM  
**To:** Charles Foster <[Charles@unitedcult.com](mailto:Charles@unitedcult.com)>  
**Subject:** Re: Diversity in Hiring

Hi Charles,

Thank you for reaching out! That is certainly something we can help with via our LGBTQ+ job board. A quick question for you; would you classify your dispensary as a small business or more of a corporation? We have separate member structures for each and knowing this will help me connect you to the right person on our team.

Thank you!  
Michael

On Thu, Apr 21, 2022 at 2:54 PM Charles Foster <[Charles@unitedcult.com](mailto:Charles@unitedcult.com)> wrote:  
Hello,

I am a sales manager of a dispensary in MA. We wanted to ensure we give consideration to LGBTQ members of our community as we expand our team. I was curious if there were a way to partner with your organization to help source candidates and advertise these opportunities as they become available.

Best,  
Charles Foster

--

**Michael O'Neill**

(He/Him/His)

*Administrative & Operations Manager*

**Massachusetts LGBT Chamber of Commerce**

p: 857.529.8010 m: 781.484.8396

w: [malgbtcc.org](http://malgbtcc.org) e: [michael.oneill@malgbtcc.org](mailto:michael.oneill@malgbtcc.org)



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**Michael O'Neill**

(He/Him/His)

*Administrative & Operations Manager*

**Massachusetts LGBT Chamber of Commerce**

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w: [malgbtcc.org](http://malgbtcc.org) e: [michael.oneill@malgbtcc.org](mailto:michael.oneill@malgbtcc.org)



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**Thais De Marco**

(She/Her/Hers)

*Engagement and Membership Director*

**Massachusetts LGBT Chamber of Commerce**

w: [malgbtcc.org](http://malgbtcc.org) e: [thais.demarco@malgbtcc.org](mailto:thais.demarco@malgbtcc.org)



## Michael Spengler

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**From:** Charles Foster  
**Sent:** Thursday, April 21, 2022 2:50 PM  
**To:** Michael Spengler  
**Subject:** Fw: Veteran Outreach and Hiring

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**From:** Charles Foster  
**Sent:** Thursday, April 21, 2022 12:55 PM  
**To:** [Bmattson@vneoc.org](mailto:Bmattson@vneoc.org) <[Bmattson@vneoc.org](mailto:Bmattson@vneoc.org)>  
**Subject:** Veteran Outreach and Hiring

Hello Brian,

You had spoken to my coworker Luby at one of our events. She had given me your card and I wanted to get in touch regarding the fact we are opening a new dispensary location. Part of the process for Massachusetts dispensaries is hiring a diverse group.

We wanted to ensure we give consideration to veterans. I was curious if there were a way to partner with your organization to help source candidates and advertise these opportunities as they become available.

Would you be able to assist in this regard or put me in touch with someone else in your organization who might?

Best,  
Charles Foster

Sales Manager  
United Cultivation



## Michael Spengler

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**From:** Tammi Lemire <tlemire@grotonelectric.org>  
**Sent:** Thursday, April 21, 2022 11:55 AM  
**To:** Michael Spengler  
**Subject:** RE: Energy Efficiency Programs for Business

**Importance:** High

Hi Michael:

Unfortunately, we don't offer any energy efficiency programs for commercial accounts.  
I can send you a commercial energy efficiency brochure - please provide your address.

We have worked with our wholesale energy partner to purchase lighting at a reduced price for a couple of commercial accounts in the past.

If you know what you type of lighting (preferably LED lights), we may be able to get them at a discount and pass that onto you.

We can work with you once you are in the building. When do you think you'll be in your new location?

Sorry I couldn't be of more help. Good luck in your new endeavor.

Sincerely,

*Tammi Lemire*  
*Business Manager*  
*Groton Electric Light Dept.*  
*978-448-1152*

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**From:** Michael Spengler  
**Sent:** Thursday, April 21, 2022 10:07 AM  
**To:** info@grotonelectric.org  
**Subject:** Energy Efficiency Programs for Business

Hello,

By way of introduction, my name is Mike Spengler and I am a partner in United Cultivation, a licensed cannabis company operating in Massachusetts. We are currently working through the process to bring a cannabis retail store to the Town of Groton and I was wondering if Groton Electric Light offered any programs for local businesses to help in our attempts to continually improve our energy efficiency and conservation. I thank you in advance for any insight you can provide. Thank you.

Mike



**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



United Cultivation, LLC

# Restricting Access Plan

Revised  
5-11-2022

## **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**

All employees and registered agents must be 21 year of age or older pursuant to 935 CMR 500.025 or 500.30.

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.

## Diversity Commitment

United 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.

United 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 United 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 United 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 United 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:** United 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. United 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.

3. ***Support Organization Relationship Building:*** Within the first year of operations, United Cultivation will research, contact, and attempt to establish a working relationship with at least one local support organization in an attempt to create a candidate sourcing stream for new hiring opportunities as they become available.

We would like to align with the following organizations in support of the above program:

- Veterans Northeast Outreach Center, Inc
- Massachusetts LGBT Chamber of Commerce

### **Measurement 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**

***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.

***Support Organization Relationship Metric Review:*** Calculated by dividing the number of new staff that have been hired thru diversity relationship organizations by the total number of new hires in each period.



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.

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***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.*