



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR281843

Original Issued Date: N/A

Issued Date: N/A

Expiration Date: N/A

Payment Received: \$0 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Cultivate Holdings LLC

Federal Tax Identification Number EIN/TIN: [REDACTED]

Phone Number: 207-233-1304 Email Address: sambarber@cultivatemass.com

Business Address 1: 1764 Main Street

Business Address 2:

Business City: Leicester

Business State: MA

Business Zip Code: 01524

Mailing Address 1: PO Box 245

Mailing Address 2:

Mailing City: Leicester

Mailing State: MA

Mailing Zip Code: 01524

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201845

RMD INFORMATION

Name of RMD: Cultivate Holdings LLC

Department of Public Health RMD Registration Number: 021

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

To your knowledge, is the existing RMD certificate of registration in good standing?: yes

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Date generated: 03/30/2020

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 12.54 Percentage Of Control: 33
Role: Other (specify) Other Role: Owner and Member of Board of Managers
First Name: Samuel Middle Name: Last Name: Barber Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Some Other Race or Ethnicity
Specify Race or Ethnicity: Armenian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 14.91 Percentage Of Control: 33
Role: Other (specify) Other Role: Owner and Member of Board of Managers
First Name: Robert Middle Name: ■ Last Name: Lally Suffix: Jr.
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 8.04 Percentage Of Control: 33
Role: Other (specify) Other Role: Owner and Member of Board of Managers
First Name: Stephen Middle Name: Last Name: Barber Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Some Other Race or Ethnicity
Specify Race or Ethnicity: Armenian

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control:
Role: Executive / Officer Other Role: Chief Operations Officer
First Name: Jennifer Middle Name: ■ Last Name: Miller 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 5

Percentage Of Ownership: Percentage Of Control:
Role: Executive / Officer Other Role: Chief Financial Officer
First Name: Mark Middle Name: ■ Last Name: Frechette 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 6

Percentage Of Ownership: Percentage Of Control:
Role: Other (specify) Other Role: Head of Human Resources
First Name: Karen Middle Name: ■ Last Name: Golden 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 7

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Director of Compliance

First Name: Diane

Middle Name: [REDACTED]

Last Name: Maska 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

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Cultivate Holdings LLC

Entity DBA:

Email: sambarber@cultivatemass.com Phone: 207-233-1304

Address 1: 1764 Main Street

Address 2:

City: Leicester

State: MA

Zip Code: 01524

Types of Capital: Monetary/Equity

Other Type of Capital: Total Value of Capital Provided: \$500000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Robert

Owner Middle Name: [REDACTED]

Owner Last Name: Lally

Owner Suffix: Jr.

Entity State Business Identification Number: GE-148-731-4944-02

Entity Federal Tax Identification Number (EIN/TIN) or Foreign

Business ID: [REDACTED]

Entity Legal Name: Manoa Botanicals LLC

Entity DBA:

Entity Description: Medical Marijuana Dispensary in Honolulu

Entity Phone: 808-234-4658

Entity Email: Brian@monoabotanicals.com

Entity Website: Monoabotanicals.com

Entity Address 1: 1308 Young Street

Entity Address 2:

Entity City: Honolulu

Entity State: HI

Entity Zip Code: 96814

Entity Country: USA

Entity Mailing Address 1: 1308 Young Street

Entity Mailing Address 2:

Entity Mailing City: Honolulu

Entity Mailing State: HI

Entity Mailing Zip Code: 96814 Entity Mailing Country: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Robert Owner Middle Name: [REDACTED] Owner Last Name: Lally Owner Suffix: Jr.

Entity State Business Identification Number: NV20141098274 Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID: [REDACTED]

Entity Legal Name: Wellness Connection of Nevada LLC Entity DBA:

Entity Description: Medical Marijuana Dispensary and Retail Store

Entity Phone: 702-241-2308 Entity Email: info@cultivatelv.com Entity Website: cultivatelv.com

Entity Address 1: 3615 Spring Mountain Road Entity Address 2:

Entity City: Las Vegas Entity State: NV Entity Zip Code: 89102 Entity Country: USA

Entity Mailing Address 1: 3615 Spring Mountain Entity Mailing Address 2:

Entity Mailing City: Las Vegas Entity Mailing State: NV Entity Mailing Zip Code: 89103 Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Samuel Middle Name: Last Name: Barber Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 2

First Name: Samuel Middle Name: Last Name: Barber Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 3

First Name: Samuel Middle Name: Last Name: Barber Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 4

First Name: Robert Middle Name: Last Name: Lally Suffix: Jr.

Marijuana Establishment Name: Cultivate Holdings LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 5

First Name: Robert Middle Name: Last Name: Lally Suffix: Jr.

Marijuana Establishment Name: Cultivate Holdings LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 6

First Name: Robert Middle Name: Last Name: Lally Suffix: Jr.

Marijuana Establishment Name: Cultivate Holdings LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 7

First Name: Stephen Middle Name: Last Name: Barber Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 8

First Name: Stephen **Middle Name:** **Last Name:** Barber **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Leicester **Marijuana Establishment State:**
MA

Individual 9

First Name: Stephen **Middle Name:** **Last Name:** Barber **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Leicester **Marijuana Establishment State:**
MA

Individual 10

First Name: Jennifer **Middle Name:** **Last Name:** Miller **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 11

First Name: Jennifer **Middle Name:** **Last Name:** Miller **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 12

First Name: Jennifer **Middle Name:** **Last Name:** Miller **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 13

First Name: Karen **Middle Name:** **Last Name:** Golden **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 14

First Name: Karen **Middle Name:** **Last Name:** Golden **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 15

First Name: Karen **Middle Name:** **Last Name:** Golden **Suffix:**
Marijuana Establishment Name: Cultivate Holdings LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Leicester **Marijuana Establishment State:** MA

Individual 16

First Name: Diane **Middle Name:** **Last Name:** Maska **Suffix:**
Marijuana Establishment Name: Cultivate Holdings **Business Type:** Marijuana Retailer

LLC

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 17

First Name: Diane

Middle Name:

Last Name: Maska

Suffix:

Marijuana Establishment Name: Cultivate Holdings

Business Type: Marijuana Cultivator

LLC

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 18

First Name: Diane

Middle Name:

Last Name: Maska

Suffix:

Marijuana Establishment Name: Cultivate Holdings

Business Type: Marijuana Product Manufacture

LLC

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 19

First Name: Mark

Middle Name:

Last Name: Frechette

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 20

First Name: Mark

Middle Name:

Last Name: Frechette

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 21

First Name: Mark

Middle Name:

Last Name: Frechette

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 22

First Name: Mark

Middle Name:

Last Name: Frechette

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 23

First Name: Samuel

Middle Name:

Last Name: Barber

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 24

First Name: Robert

Middle Name:

Last Name: Lally

Suffix: Jr.

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 25

First Name: Stephen

Middle Name:

Last Name: Barber

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 26

First Name: Jennifer

Middle Name: [REDACTED]

Last Name: Miller

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 27

First Name: Karen

Middle Name:

Last Name: Golden

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

Individual 28

First Name: Diane

Middle Name:

Last Name: Maska

Suffix:

Marijuana Establishment Name: Cultivate Holdings LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Leicester

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1023 Southbridge Street

Establishment Address 2:

Establishment City: Worcester

Establishment Zip Code: 01610

Approximate square footage of the establishment: 4000

How many abutters does this property have?: 36

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	Worcester Signed HCA form.pdf	pdf	5d65d24338be9e227ac52042	08/27/2019
Community Outreach Meeting Documentation	Worcester Community Outreach Documents.pdf	pdf	5d7524aa38be9e227ac539fa	09/08/2019
Plan to Remain Compliant with Local Zoning	Cultivate - Plan to Remain Compliant with Local Zoning.pdf	pdf	5d7fb60ec544c91e011c8b37	09/16/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Cultivate - Plan for Positive Impact.pdf	pdf	5d8569eb2f7ea703781b7407	09/20/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) Other Role: Owner and Member of the Board of Managers
First Name: Samuel Middle Name: Last Name: Barber Suffix:
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 2

Role: Other (specify) Other Role: Owner and Member of the Board of Managers
First Name: Robert Middle Name: Last Name: Lally Suffix: Jr.
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 3

Role: Other (specify) Other Role: Owner and Member of the Board of Managers
First Name: Stephen Middle Name: Last Name: Barber Suffix:
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 4

Role: Executive / Officer Other Role: Chief Operations Officer
First Name: Jennifer Middle Name: Last Name: Miller Suffix:
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 5

Role: Other (specify) Other Role: Head of Human Resources
First Name: Karen Middle Name: [REDACTED] Last Name: Golden Suffix:
RMD Association: RMD Manager
Background Question: no

Individual Background Information 6

Role: Other (specify) Other Role: Director of Compliance
First Name: Diane Middle Name: Last Name: Maska Suffix:
RMD Association: RMD Manager
Background Question: no

Individual Background Information 7

Role: Executive / Officer Other Role: Chief Financial Officer
First Name: Mark Middle Name: Last Name: Frechette Suffix:
RMD Association: RMD Manager
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Conversion.pdf	pdf	5d65d4eadfdeea2264a62f8c	08/27/2019
Bylaws	Final Cultivate Operating Agreement.pdf	pdf	5d65d5493aff472290b9e8dc	08/27/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing Sept4.pdf	pdf	5d77b05d8470d4229ba457fa	09/10/2019
Department of Revenue - Certificate of Good standing	MA DOR Cert of Good Standing 09.09.19.pdf	pdf	5d78f20c8906c11df69cac2b	09/11/2019

No documents uploaded

Massachusetts Business Identification Number: 001307470

Doing-Business-As Name:

DBA Registration City: Leicester

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	2019 Strategic Business Plan.pdf	pdf	5d804708629a272281d332de	09/16/2019
Plan for Liability Insurance	Cultivate - Insurance Letter.pdf	pdf	5d856b30780bc108a13060a7	09/20/2019
Proposed Timeline	Cultivate - Timeline.pdf	pdf	5d856bfaec06e10340d1527d	09/20/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Diversity Plan.pdf	pdf	5d750f2b0473c3226f35c30a	09/08/2019
Qualifications and training	Employee Qualifications and Training.pdf	pdf	5d750f49af9d6f1dd58a25f6	09/08/2019
Maintaining of financial records	Financial Record Maintenance.pdf	pdf	5d750f6a629a272281d31a3e	09/08/2019
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Products.pdf	pdf	5d750f8ed4b61e1ddc08d2d2	09/08/2019
Quality control and testing	Quality Control and Testing(1).pdf	pdf	5d750fab8470d4229ba45304	09/08/2019
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5d750fc838be9e227ac539ea	09/08/2019
Transportation of marijuana	Transportation Policy.pdf	pdf	5d7510158470d4229ba45308	09/08/2019
Dispensing procedures	Dispensing Policy(1).pdf	pdf	5d804e1e271f0d1dcf331c3	09/16/2019
Record Keeping procedures	Record Keeping Plan.pdf	pdf	5d804e458470d4229ba46c3f	09/16/2019
Personnel policies including background checks	Personnel Plan.pdf	pdf	5d804e717e918b22a66c16fb	09/16/2019
Inventory procedures	Inventory Plan.pdf	pdf	5d804e97c544c91e011c8dda	09/16/2019
Security plan	Security Plan.pdf	pdf	5d804eb4d8b08e1dbf146450	09/16/2019

Prevention of diversion	Diversions Prevention Plan.pdf	pdf	5d804edf38be9e227ac55282	09/16/2019
Storage of marijuana	Storage Plan.pdf	pdf	5d804efa629a272281d332e3	09/16/2019

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 Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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



2019 Strategic Business Plan

Cultivate Holdings, LLC (the “**Company**”) currently operates a vertically integrated and co-located Massachusetts Marijuana Establishment (“**ME**”) and Medical Marijuana Treatment Center (“**MTC**”). The Company has been operating as an ME since November of 2018, and as a MTC since December of 2017. The Company was established to deliver world class cannabis to its end users and it is striving to meet that goal each and every day. The Company’s facility in Leicester is currently at full production capacity the Company and is working to expand to new retail and cultivation locations. These new locations will greatly increase its ability to service retail customers as it, along with the Commonwealth of Massachusetts, works to address the demands of the market. The Company will continue to provide high quality products for its customers and produce and develop a range of cannabis extracts and infused products specifically engineered to provide the optimum medicinal benefits.

The single most important component of the Company’s business model is consistent, high quality processing practices across the entire extraction and production processes, maintaining the source of the natural compounds needed to produce impeccable cannabis products. Healthy and vibrant plants yield higher quality products and medicine. The more efficient the Company is in producing high-yielding cannabis products, the more affordable products will be for its patients and customers.

This ethos of success starts with the company’s owners and managers, who have been serving the cannabis community for years, from multiple sectors within the legal cannabis markets. The Company brings an unwavering commitment to best practices and agricultural science throughout the entire production cycle as a result of its ownerships combined experiences across the cannabis industry. Their collective experiences will be the soil which allows the company to grow into a healthy and fruitful venture.

The Company applies this commitment towards consistency and quality not only to the medicine and products it produces, but towards the cannabis community at large. It is a core belief of the Company that all those that participate in the cannabis community share a responsibility to the greater society and environment. As such, the Company strives to contribute to the advancement of the industry’s knowledge base of utilizing sustainable processing practices by making available data by the Company’s operations in compliance with state regulations.

The Company defines its commitment to producing consistent and high-quality products and medicine below by detailing crucial components of the business model including compliance, marketing, and philanthropic ventures. The methodologies defined below have been developed and refined by the results of previous success in business across a spectrum of industries, not just cannabis. The Company lets its values and evidence lead its decision-making and, if given the opportunity, will demonstrate that its team possesses all the necessary tools to create a positive impact in the customer(s) and patient(s) lives it hopes to serve. We will make the Commonwealth of Massachusetts and our local community proud.



Business Model

Management

Board of Managers - The Board oversees the CEO and maintains intimate knowledge of the business and how it relates to the market at large. Pre-licensing, the Board helped in building the procedural plans and approving business decisions. Post-licensing the Board will guide the CEO, judge the efficacy of the executive management team, and provide mid and long-term directives for the Company.

Chief Executive Officer - The CEO oversees the management team. The CEO is responsible for instituting due diligence processes for the all officers and managers. The CEO will utilize information from all members of the business to make effective business decisions. The CEO will institute recommendations of the Board to the management team.

Community Relations Officer - This individual works directly for the executive management team and is tasked with effectively communicating their message to the community, government officials, and regulatory agencies. Responsibilities include maintaining the Company's good standing in the community and designing philanthropic efforts.

Chief Financial Officer - The CFO reports to the CEO and approved financial documents to the Board and regulatory authorities. His/her focus is on projecting costs, developing financial models, and ensuring ample capital has been set aside in order to cover expenses. Additionally, he/she will focus on financial compliance and taxes.

Chief Operating Officer - The COO will directly oversee all managers onsite. Pre-licensing the COO will interview staff, build processes, and design facility workflow. Post-licensing the COO is responsible for instituting the policies and procedures of the business.

Chief Compliance Officer - The CCO oversees the security staff on site. The CCO is responsible for ensuring that the Company remains safe and compliant at all times.

Staff

Production Manager(s) - The Production Manager oversees the production team in the product kitchen. They maintain schedules, budgets, and manage production runs. They communicate with the extraction and inventory managers to maintain tight controls over production schedules.

Extraction Manager(s) - The Extraction Manager is in charge of the extraction lab and its staff. They must manage relationships with external cultivators to source the highest quality inputs for use. They strategize with the production manager to maintain appropriate inventory in order to provide a consistent flow of products to meet demand.



Inventory Manager(s) - The Inventory Manager has a narrow scope of focus: inventory control. They have a small team whose success is judged on how efficiently the operations run in between production procedures. Compliance and 100% tracking are top priorities for this individual.

Transportation Manager(s) - They oversee all transportation into, and out of, the facility. They maintain clear reporting and documentation standards and create schedules for transportation agents. Their ability to communicate and coordinate with external dispensary managers, security personnel, and internal managers is paramount to their success.

Sales Manager(s) - Their job is to focus on the needs of Massachusetts dispensaries and their patients and customers. They will maintain sales estimates which will impact production levels. They will hear from patients and those serving them about what is missing in the market and relay that information back to the company. Current market information is critical to superior success and longevity.

Quality Assurance Manager - The Quality Assurance Manager is independent of any individual portion of the facility and acts as an internal auditor. They work in close communication with the Chief Compliance Officer with two way communication on potential changes and results of current procedural audits.

Compliance in Business

This operations and management team features several experts who have a wide range of experience operating in highly regulated industries. These experts will work together to ensure the Company retains its good standing and that its day-to-day operations are consistently compliant with all regulations.

In order to have a successful business in the cannabis industry, safety and compliance with Massachusetts Code of Regulations must be the number one priority. The Company will remain in compliance at all times and, whenever there is a question of whether an action is compliant, it is the duty of the CEO to confirm with relevant regulatory and law enforcement agencies.

The Facility

The Company has secured the long-term lease for 1023 Southbridge Street, Worcester, MA 01610, which serves as an ideal location for a marijuana establishment. The Company is in compliance with local ordinances, rules, and regulations. The exterior is structurally sound and already connected to utilities. This facility is at full operations and continues to improve efficiencies to better meet the demand.

Timeline to Implementation

Policies and Procedures for Cultivate Holdings LLC
1764 Main Street, Leicester MA 01524
(508) 859-8130 (office) | cultivatemass.com



The Company is currently operating an adult use and medical marijuana facility in Leicester, MA. Our current status as an operational ME and MTC means all required SOP's and training have been in place at current facilities. The Company will train new staff at its currently operating facility before opening up new ones to make the new operations run as smooth as possible.

Financial Plan

Financial Projections - The Company is currently profitable. With current projected market prices and production capability first year operating cash flows are projected at \$24 million.

Market Projections - The Company's finance team primarily used an accepted study with adjustments, based on its conservative stance, to determine baseline market assumptions. The projections do not assume any legislative or regulatory agency changes.

Revenue Source - The Company's consumption assumptions are in line with state analysts. The Company utilizes a 3.6 ounces per annum consumption rate covering all forms of cannabis including flowers, tinctures, topicals, etc. At \$21 per gram (retail) and when fully operational that would be \$15 million in gross sales over 12 months. A great many variables affect this prediction but the Company feels this is sound and realistic.

Pricing - The Company has established its pricing assumptions based on existing market data and predictions based on other more mature markets.

Quality Assurance

The Company has developed a quality assurance plan that fully addresses the safety of patients, the surrounding community, and employees. The Company's standard operating procedures (SOPs) have been established to ensure compliance with requirements of the Commission's regulations. These SOPs specifically address Quality Control Measures, Laboratory Testing, Waste Disposal, Adverse Events/Recall, Labelling & Packaging, Inventory Control, Production Control, and everything associated with the processing workflow. The plan relies on an approach that utilizes the fullest extent of the expertise of the team.

Marketing Plan

Cannabis

The Company is first and foremost a cannabis company and that is the very reason it operates as it does. From sowing the seed to selling the flower, the Company's team immerse themselves and engages in all aspects of growing, extracting, producing and selling cannabis. Each team



member shares a common trait – a passion for cannabis. The Company strives to deliver the best quality of adult use and medicinal cannabis.

Community

The community shapes every aspect of how the Company operates. The Company seeks to inspire, guide, and motivate people to engage with one another and create lasting relationships. The Company takes pride in understanding its end users and working to exceed their expectations. The Company strives to make its host community and the surrounding area's better through passion, dedication and a commitment to the betterment of the places in which it operates.

Culture

The Company values the unique qualities its customers, patients and team members bring to the Company and these qualities make up the culture of the Company. Embracing these qualities allows for a more collaborative environment, both internally and externally. The Company takes pride in its commitment to foster diverse, collaborative environments and the culture they create.

Field Marketing

The aim of the field marketing strategy is long term relationships. Outreach and industry events facilitate face-to-face interaction necessary to foster relationships. This will allow our team to make connections with stakeholders of this industry.

The Company has researched doctor and patient group conferences and symposiums where it's team, often accompanied by an affiliated researcher, will guest speak on the subject of cannabinoids and regulations pertaining to the appropriate regulatory agency. Many industry meetings and collaborative events that the Company can assist with will be attended by a representative.

Promotion Through Community Involvement

The Company will maintain a philanthropic public image in part by bridging socio-economic gaps between community service organizations, local merchants' associations, corporate sponsors and investors. The Company will host educational seminars for customers patients and the community as part of efforts to establish a positive social image and redefine negative stigmas associated with the sale and use of cannabis products. The Company will establish itself as a member of local merchants' associations as part of an effort to demonstrate the company is a dedicated community member concerned with the overall well-being and small business economy of the local area.

Philanthropic Giving Program



The Company has and plans to continue to give back to the community in many forms. Please see the Company's Plan for Positive Impact for more detail on its Philanthropic efforts.

Economic Development

Economic development and job-creation have been a hallmark of legal cannabis sales in the states in which it has occurred thus far and the industry is often referred to as "America's Fastest Growing Job Sector". The economic impact from job creation and the tax revenue derived from the industries sales across the Commonwealth of Massachusetts has already shown to be significant and will continue to do so as the industry grows. The Company hopes to be a large contributor to this positive economic boom.

Job Creation

The opportunity afforded to the Company due to its proposed location is perfectly aligned with existing job-creation and economic development goals. Long-term and high-paying jobs will do a great deal to benefit the community at large. This facility has budgeted for 25-50 employees for its initial hiring phase. Entry-level wages will range from \$12-\$15 per hour. Processing staff hourly wages will range from \$14-\$22 per hour while management salaries will range from \$40,000 - \$80,000. Employment includes benefits such as health insurance. Please see the Company's diversity plan for additional job creation goals and metrics.

Career development is an associated benefit from working for the Company. Continuous training including cross-training are mandatory of individuals working for the Company. This process prepares employees for careers in a burgeoning industry with massive upside potential. The long-term economic benefits of new careers versus short-term or part-time employment cannot be overstated. The Company is committed to the local community and, given the opportunity, will grow alongside it.

Conclusion

This cannabis operation will grow and succeed in a beautifully built out marijuana establishment. Combined with the Company's community commitments, this project will continue to have a positive impact on the community with which it resides. The Company's ownership team has made careers out of bold and adaptive moves and they believe in the transformative power of cannabis.



September 20, 2019

Cannabis Control Commission

101 Federal Street, 13th Floor

Boston MA 02110

RE: Cultivate Holdings, Inc. – Compliance with Insurance Requirements To Whom It May Concern:

I am the insurance agent for Cultivate Holdings, Inc.

I have been asked to verify that Cultivate Holdings, Inc. has insurance in place to comply with the following insurance requirement.

A Marijuana Establishment shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

I can verify that Cultivate Holdings, Inc. has the following insurance in place now with a carrier licensed to do business in the State of MA.

This letter also confirms that coverage is in place at 1023 Southbridge St. Worcester, MA.

Should you have any further questions, please feel free to contact me.

Sincerely;

Michael P. Kilbride

Vice President and Account Executive

Cross Insurance Agency

Office 207-221-8550

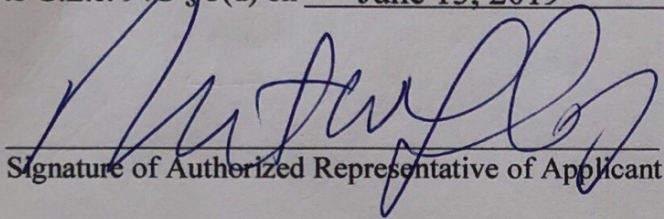
2331 Congress Street
Portland, Maine 04102
telephone: (207) 780-1677 / 1-800-286-5352
fax: Cl. (207) 828-8902 / PL (207) 780-6377
www.crossinsurance.com

Host Community Agreement Certification Form

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

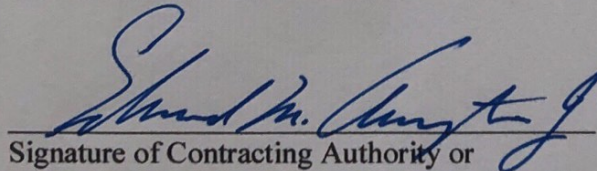
Applicant

I, Robert W Lally Jr., (*insert name*) certify as an authorized representative of Cultivate Holdings LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Worcester (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 13, 2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Edward M. Augustus, Jr., (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Worcester (*insert name of host community*) to certify that the applicant and the City of Worcester (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 13, 2019 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community
Edward M. Augustus, Jr.
City Manager

Community Outreach Meeting Attestation Form

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

I, Robert Lally, Jr., (*insert name*) attest as an authorized representative of Cultivate Holdings, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on September 10, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 3, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on August 30, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on August 31, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Notice is hereby given that a Community Outreach Meeting for Cultivate Holdings LLC's proposed Marijuana Establishment is scheduled for September 10, 2019 at 6:00pm at the Hilton Garden Inn 35 Major Taylor Boulevard, Worcester, MA 01608. The proposed Marijuana Retailer is anticipated to be located at 1023 Southbridge Street Worcester MA 01610.

Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Cultivate Holdings LLC.

A copy of this notice is on file with the City Clerk, the City Council's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the proposed address of the proposed Marijuana Establishment owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

September 03, 2019



Notice is hereby given that a Community Outreach Meeting for Cultivate Holdings LLC's proposed Marijuana Establishment is scheduled for September 10, 2019 at 6:00pm at the Hilton Garden Inn, 35 Major Taylor Boulevard, Worcester, MA 01608. The proposed Marijuana Retailer is anticipated to be located at 1023 Southbridge Street Worcester, MA 01610.

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Josh Martunas

Call office

8/30/19

2019 AUG 30 PM 3:13
Worcester City Clerk

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 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.05



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City, State, ZIP+4®

W Main St
Millbury MA 01527

PS Form 3800, April 2015 PSN 7530-02-000-9947

See Reverse for Instructions

7017 3040 0000 7540 0017



Plan to Remain Compliant with Local Zoning

On June 26, 2018 the City of Worcester adopted a new zoning amendment governing marijuana establishments and permitting the retail sale of marijuana for adult-use within certain zoning district. Please see the attached zoning amendment and zoning map identifying the permitted districts for reference.

Cultivate Holdings, LLC (the “**Company**”), is proposing to develop and operate a Marijuana Retailer (the “**Facility**”) at 1023 Southbridge Street, Worcester, MA 01610 (the “**Property**”). The Property is located in the General Manufacturing 2.0 (MG-2.0) Zoning District. Pursuant to Section 15(E) and Table 4.1 of the Zoning Ordinance for the City of Worcester (the “**Bylaw**”) the use of the property for a Marijuana Retailer is an allowed use at the property, subject to the issuance of a special permit by the Planning Board for the City of Worcester (the “**Board**”) and the execution of a Host Community Agreement through the City Manager’s office and its Marijuana Advisory Team. The Company has discussed its proposed Facility with various City officials, including the representatives from building department, police department, fire department, City Council members and the Marijuana Advisory Team. The Company executed a Host Community Agreement with the City on June 13, 2019 and has already begun the process of submitting applications for its special permit from the Board and expects that process to be completed in the next two months.

The Company plans to continue to work with officials from the City to ensure that its operations will have a positive impact on the community.

The Company hereby submits that it will continue to comply with all local and state requirements and Sam Barber will be responsible for ongoing compliance with local and state rules and regulations.

Amendment 543

**AN ORDINANCE AMENDING THE WORCESTER ZONING
ORDINANCE ADOPTED APRIL 2, 1991, RELATIVE TO
ADULT USE MARIJUANA**

Be it ordained by the City Council of the City of Worcester as follows:

SECTION 1. The City of Worcester Zoning Ordinance, adopted April 2, 1991, be and is hereby amended by inserting the following Section 15 at the end of Article IV as follows:

“Section 15 – Adult Use Marijuana

A. Purpose and Intent

The purpose of this Section is to provide for adult use marijuana establishments in the city of Worcester, in accordance with M.G.L. c. 94G and its implementing regulations at 935 CMR 500. It is the express purpose and intent of this Ordinance to minimize the adverse impacts adult use marijuana establishments may have on adjacent properties and to provide standards for the placement, design, siting, safety, security, monitoring, modification and discontinuance of adult use marijuana establishments subject to reasonable conditions that will protect the public health, safety and welfare. This Ordinance is intended to be used in conjunction with other regulations adopted by the city of Worcester designed to encourage appropriate land use and reasonable safeguards to govern the time, place and manner of Marijuana Establishment operations.

B. Administration

Special Permit Granting Authority (SPGA) shall be the Planning Board.

C. Applicability

Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of marijuana. This section shall not be construed to prevent the conversion of a medical marijuana treatment center licensed or registered no later than July 1, 2017 engaged in the cultivation, manufacture or sale of marijuana or marijuana products to a Marijuana Establishment, provided, however, any such medical marijuana treatment center obtains a special permit pursuant to this Section for any such conversion to an adult use Marijuana Establishment.

D. Definitions

CRAFT MARIJUANA CULTIVATOR COOPERATIVE: a marijuana cultivator comprised of residents of the commonwealth organized as a limited liability company or limited liability partnership under the laws of the commonwealth, or an appropriate business structure as determined by the commission, and that is licensed to cultivate, obtain, manufacture, process, package and brand marijuana and marijuana products to deliver marijuana to Marijuana Establishments but not to consumers.

MARIJUANA: all parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in section 1 of chapter 94C; provided, however, that “marijuana” shall not include: (i) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (ii) hemp; or (iii) the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products.

MARIJUANA CULTIVATOR: an entity licensed to cultivate, process and package marijuana, to deliver marijuana to Marijuana Establishments and to transfer marijuana to other Marijuana Establishments, but not to consumers, including a Craft Marijuana Cultivator Cooperative.

MARIJUANA DELIVERY-ONLY-RETAILER: a marijuana retailer that does not provide a retail location accessible to the public, but is authorized to deliver directly from a marijuana cultivator facility, craft marijuana cultivator cooperative facility, marijuana product manufacturer facility, or micro-business.

MARIJUANA ESTABLISHMENT: a marijuana cultivator, independent testing laboratory, marijuana testing facility, marijuana product manufacturer, marijuana retailer, club, lodge, other private grounds (non-profit and private) allowing on-site consumption of marijuana or marijuana products, or any other type of licensed marijuana-related business.

MARIJUANA INDEPENDENT TESTING LABORATORY: a laboratory that is licensed by the Cannabis Control Commission and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Cannabis Control Commission; (ii) independent financially from any medical marijuana treatment center or any licensee or marijuana establishment for which it conducts a test: and (iii) qualified to test marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

MARIJUANA PRODUCT MANUFACTURER: an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to Marijuana Establishments and to transfer marijuana and marijuana products to other Marijuana Establishments, but not to consumers. Such uses shall be limited to 5,000 square feet or less in Business zoning districts.

MARIJUANA PRODUCTS: products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

MARIJUANA RESEARCH FACILITY: an entity licensed to engage in research projects by the Cannabis Control Commission.

MARIJUANA SOCIAL CONSUMPTION OPERATOR: a marijuana retailer licensed to purchase marijuana and marijuana products from marijuana establishment and to sell marijuana and marijuana products on its premises only to consumers or allow consumers to consume marijuana and marijuana products on its premises only.

MARIJUANA STOREFRONT RETAILER: a marijuana retailer that provides a retail location accessible to consumers 21 years of age or older or in possession of a registration card demonstrating that the individual is a registered qualifying patient with the Medical Use of Marijuana Program, if the retail store is co-located with a medical marijuana treatment center.

MARIJUANA TRANSPORTER: an entity, not otherwise licensed by the Cannabis Control Commission, that is licensed to purchase, obtain, and possess marijuana and marijuana products solely for the purpose of transporting, temporary storage, sale and distribution to marijuana establishments, not for sale to consumers.

MICRO-BUSINESS: a marijuana establishment that is licensed to act as a: licensed marijuana cultivator in an area less than 5,000 square feet; licensed marijuana product manufacturer, and licensed marijuana delivery service in compliance with the operating procedures for each such license. Such uses shall be limited to 5,000 square feet or less in total in Business zoning districts.

E. Use Regulations

1. A Marijuana Establishment shall be permitted in the zoning districts determined by **Table 4.1** and only then upon the issuance of a special permit by the Planning Board acting solely in accordance with the standards and procedures set forth in this section fifteen.
2. The number of Marijuana Retailers that shall be permitted is limited to 20% of the number of licenses issued within the city of Worcester for the retail sale of alcoholic beverages not be drunk on the premises where sold under section 15 of chapter 138.
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 SPGA:
 - a) Club, lodge, other private grounds (non-profit and private) allowing on-site consumption of marijuana or marijuana products, but not operating as a licensed marijuana social consumption operator.
 - b) Marijuana Cultivator
 - c) Marijuana Delivery-Only-Retailer
 - d) Marijuana Independent Testing Laboratory
 - e) Marijuana Product Manufacturer
 - f) Marijuana Research Facility

- g) Marijuana Storefront Retailer
 - h) Marijuana Transporter
 - i) Micro-Business
4. Except for the conversion of a licensed Registered Marijuana Dispensary to an Adult Use Marijuana Establishment, no special permit shall be granted for any Marijuana Establishment sited within a radius of five hundred feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, nor for any Marijuana Storefront Retailer sited within a radius of five hundred feet of another Marijuana Storefront Retailer. The 500 foot distance under this section shall be measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed Marijuana Establishment. Each applicant for a special permit under this section shall submit a plan signed by a licensed surveyor, depicting compliance with the linear distance requirements set forth herein.
 5. All aspects of a Marijuana Establishment relative to the cultivation, possession, processing, sales, distribution, dispensing or administration of marijuana, marijuana products, or related supplies must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the building. A Marijuana Establishment shall not be located in a trailer, storage freight container, motor vehicle or other similar movable enclosure.
 6. No outside storage of marijuana, marijuana products, or related supplies is permitted.
 7. The hours of operation of a Marijuana Establishment shall be set by the SPGA, but in no event shall a Marijuana Establishment be open to the public, nor shall any sale or other distribution of marijuana occur upon the premises or via delivery from the premises between the hours of 11p.m. and 8 a.m. Monday through Saturday and before 10 a.m. on Sundays.
 8. The Marijuana Establishment shall provide an odor control plan that provides for proper and adequate ventilation at such facilities in such a manner so as to prevent pesticides, insecticides or other chemicals used in the cultivation or processing of marijuana or marijuana related products from being dispersed or released outside the facilities. All resulting odors, smoke, vapor, fumes, gases and particulate matter from marijuana or its processing or cultivation shall be effectively confined to the premises or so disposed of so as to avoid any air pollution.
 9. The Marijuana Establishment shall provide for adequate and proper security at the premises so as to avoid, deter and prevent illegal activities from taking place upon or about the applicant's premises.

10. No marijuana or marijuana product shall be smoked, eaten or otherwise consumed or ingested on the premises where sold. All Marijuana Establishments permitted under this section shall comply with all state and local laws, rules and regulations governing the smoking of tobacco.

11. No drive-through service shall be permitted at a Marijuana Establishment.

F. Dimensional Requirements

1. A Marijuana Establishment shall comply with the dimensional controls set forth in **Table 4.2.**

G. Abandonment or Discontinuance of Use

1. A special permit grant under this section shall lapse if not exercised within one year of issuance.

2. A Marijuana Establishment shall be required to remove all materials, plants, equipment and other paraphernalia within ninety days of ceasing operations or immediately following revocation of its license issued by the Cannabis Control Commission.

3. The SPGA may require the Marijuana Establishment to post a bond or other resources held in an escrow account in an amount sufficient to adequately support the dismantling and winding down of the Marijuana Establishment.

H. Special Permit Approval Criteria

1. After notice and public hearing, and after due consideration of the evidence submitted, including the reports and recommendations of city departments, the SPGA, in addition to the special permit criteria under Article II, may grant such a special permit provided that it finds that:

a) The Marijuana Establishment does not derogate from the purposes and intent of this Section and the Zoning Ordinance.

b) The application information submitted is adequate for the SPGA to consider approving the special permit request.

c) The proposed establishment is designed to minimize any adverse impacts on abutting properties.

d) The security plan provides sufficient assurance that adequate security controls have been implemented to ensure the protection of the public health and safety during hours of operation and that any marijuana or marijuana related products are adequately secured on-site or via delivery.

- e) The odor control plan proposed adequately provides for the ongoing safe operation of the establishment and minimizes any adverse impacts to abutting properties from odor-emitting activities to be conducted on-site.
- f) The proposed design and operation of the Marijuana Establishment will meet the requirements of this Section.

I. Application Requirements

- 1. All applicants are encouraged to contact the SPGA staff to schedule a pre-application meeting.
- 2. In addition to all the application requirements related to special permits under Article II, the applicant shall include the following at the time of application:
 - (a) Copies of all licenses, permits and documentation demonstrating application status, registration or licensure by the Commonwealth of Massachusetts Cannabis Control Commission, including but not limited to a copy of an executed host community agreement .
 - (b) A security plan showing the arrangement of pedestrian circulation and access to the public points of entry to the premises from the nearest public or private street or off-street parking area. The security plan shall detail how the property will be monitored so as to avoid, deter and prevent illegal activities from taking place upon or about the applicant's premises and shall show the location of any walkway structures, lighting, gates, fencing and landscaping.
 - (c) A list of all managers, officers, directors, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment.
 - (d) A list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment, including capital in the form of land or buildings.
 - (e) Proof that the Marijuana Establishment is registered to do business in the Commonwealth of Massachusetts as a domestic business corporation or another domestic business entity in compliance with 935 CMR 500 and is in good standing with the Secretary of the Commonwealth and Department of Revenue.
 - (f) Documentation of a bond or other resources held in an escrow account in an amount sufficient to adequately support the dismantling or winding down of the Marijuana Establishment, if required.
 - (g) An odor control plan detailing the specific odor-emitting activities or processes to be conducted on-site, the source of those odors, the locations from which they are emitted from the facility, the frequency of such odor-emitting activities, the duration of such odor-emitting activities, and the administrative

and engineering controls that will be implemented to control such odors, including maintenance of such controls.

(h) An applicant who is not the property owner shall submit evidence in the form of a deed, an executed lease or valid purchase and sale agreement documenting the applicant’s contingent property interest and legal right to operate a Marijuana Establishment at the property.

SECTION 2. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1 – Business Uses, the following new line 32. Marijuana Cultivator:

32. Marijuana Cultivator

RS 10	RS 7	RL 7	RG 5	BO 1	BO 2	BL 1	BG 2	BG 3	BG 4	BG 6	ML 0.5	ML 1.0	ML 2.0	MG 0.5	MG 1.0	MG 2.0	IP .33	IN S	IN H	A 1
N	N	N	N	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	N	N	N	SP

SECTION 3. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1 – Business Uses, the following new line 33. Marijuana Independent Testing Laboratory/Marijuana Research Facility:

33. Marijuana Independent Testing Laboratory/Marijuana Research Facility

RS 10	RS 7	RL 7	RG 5	BO 1	BO 2	BL 1	BG 2	BG 3	BG 4	BG 6	ML 0.5	ML 1.0	ML 2.0	MG 0.5	MG 1.0	MG 2.0	IP .33	IN S	IN H	A 1
N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	N	SP	SP

SECTION 4. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1 – Business Uses, the following new line 34. Marijuana Product Manufacturer:

34. Marijuana Product Manufacturer

RS 10	RS 7	RL 7	RG 5	BO 1	BO 2	BL 1	BG 2	BG 3	BG 4	BG 6	ML 0.5	ML 1.0	ML 2.0	MG 0.5	MG 1.0	MG 2.0	IP .33	IN S	IN H	A 1
N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	N	N	SP

SECTION 5. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1 – Business Uses, the following new line 35. Marijuana Storefront Retailer/Marijuana Delivery Only Retailer:

35. Marijuana Storefront Retailer/Marijuana Delivery Only Retailer

RS 10	RS 7	RL 7	RG 5	BO 1	BO 2	BL 1	BG 2	BG 3	BG 4	BG 6	ML 0.5	ML 1.0	ML 2.0	MG 0.5	MG 1.0	MG 2.0	IP .33	IN S	IN H	A 1
N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	N	N	N

SECTION 6. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1 – Business Uses, the following new line 36. Marijuana Transporter:

36. Marijuana Transporter

RS 10	RS 7	RL 7	RG 5	BO 1	BO 2	BL 1	BG 2	BG 3	BG 4	BG 6	ML 0.5	ML 1.0	ML 2.0	MG 0.5	MG 1.0	MG 2.0	IP .33	IN S	IN H	A 1
N	N	N	N	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	N	N	N	N

SECTION 7. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1 – Business Uses, the following new line 37. Micro-Business:

37. Micro-Business

RS 10	RS 7	RL 7	RG 5	BO 1	BO 2	BL 1	BG 2	BG 3	BG 4	BG 6	ML 0.5	ML 1.0	ML 2.0	MG 0.5	MG 1.0	MG 2.0	IP .33	IN S	IN H	A 1
N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	N	N	SP

SECTION 8. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1 – Business Uses, the following new line 38. Club, lodge, other private grounds (non-profit and private) allowing on-site consumption of marijuana or marijuana products.

38. Club, lodge, other private grounds (non-profit and private) allowing on-site consumption of marijuana or marijuana products.

RS 10	RS 7	RL 7	RG 5	BO 1	BO 2	BL 1	BG 2	BG 3	BG 4	BG 6	ML 0.5	ML 1.0	ML 2.0	MG 0.5	MG 1.0	MG 2.0	IP .33	IN S	IN H	A 1
N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	N	N	N

SECTION 9. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1, Notes to Table 4.1, the following new Note 14:

Note 14. Except for the conversion of a Registered Marijuana Dispensary to an Adult Use Marijuana Establishment, no Marijuana Establishment shall be sited within a radius of five hundred feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, nor for a Marijuana Storefront Retailer sited with a radius of five hundred feet of another Marijuana Storefront Retailer. The 500 foot distance under this note shall be measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed Marijuana Establishment.

SECTION 10. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1, Notes to Table 4.1, the following new Note 15:

Note 15. A Club, lodge, other private grounds (non-profit and private) allowing on-site consumption of marijuana or marijuana products shall obtain a special permit and conform to the special permit requirements set forth in Article IV, Section 15 relative to Adult Use Marijuana.

SECTION 11. The City of Worcester Zoning Ordinance is hereby amended by inserting in Article IV, Section 2, Table 4.1, Notes to Table 4.1, the following new Note 16:

Note 16. A Marijuana Product Manufacturer or a Micro-Business located in a Business zoning district is limited in size to no more than 5,000 square feet, excluding parking areas.

In City Council June 26, 2018

Passed to be ordained by a yea and nay vote of Eleven Yeas and No Nays.

A Copy. Attest:

Susan M. Ledoux, Clerk

Susan M. Ledoux

City Clerk

How to Read the Adult-Use Marijuana Zoning Analysis Maps

June 2018

The attached maps depict an analysis of zoning eligibility for various categories of Adult Use Marijuana (AUM) establishments. Two factors determine zoning eligibility for any given location:

1. The proposed use must be allowed in the applicable zoning district, as specified by Table 4.1 - Permitted Uses, in the Worcester Zoning Ordinance.
2. A proposed location must not be within 500 feet of certain uses, including schools, parks, and registered child care centers. Additionally, retail stores that sell regulated products to consumers may not be located within 500 feet of one another. These 500 foot areas where AUM establishments are prohibited are termed “buffers”.

These requirements are mapped to show where various categories of AUM establishments may be eligible to locate from a zoning perspective. It is important to note that zoning is only one factor that determines whether an AUM establishment may be developed at a particular given site, and that any AUM establishment requires a Special Permit from the Planning Board.

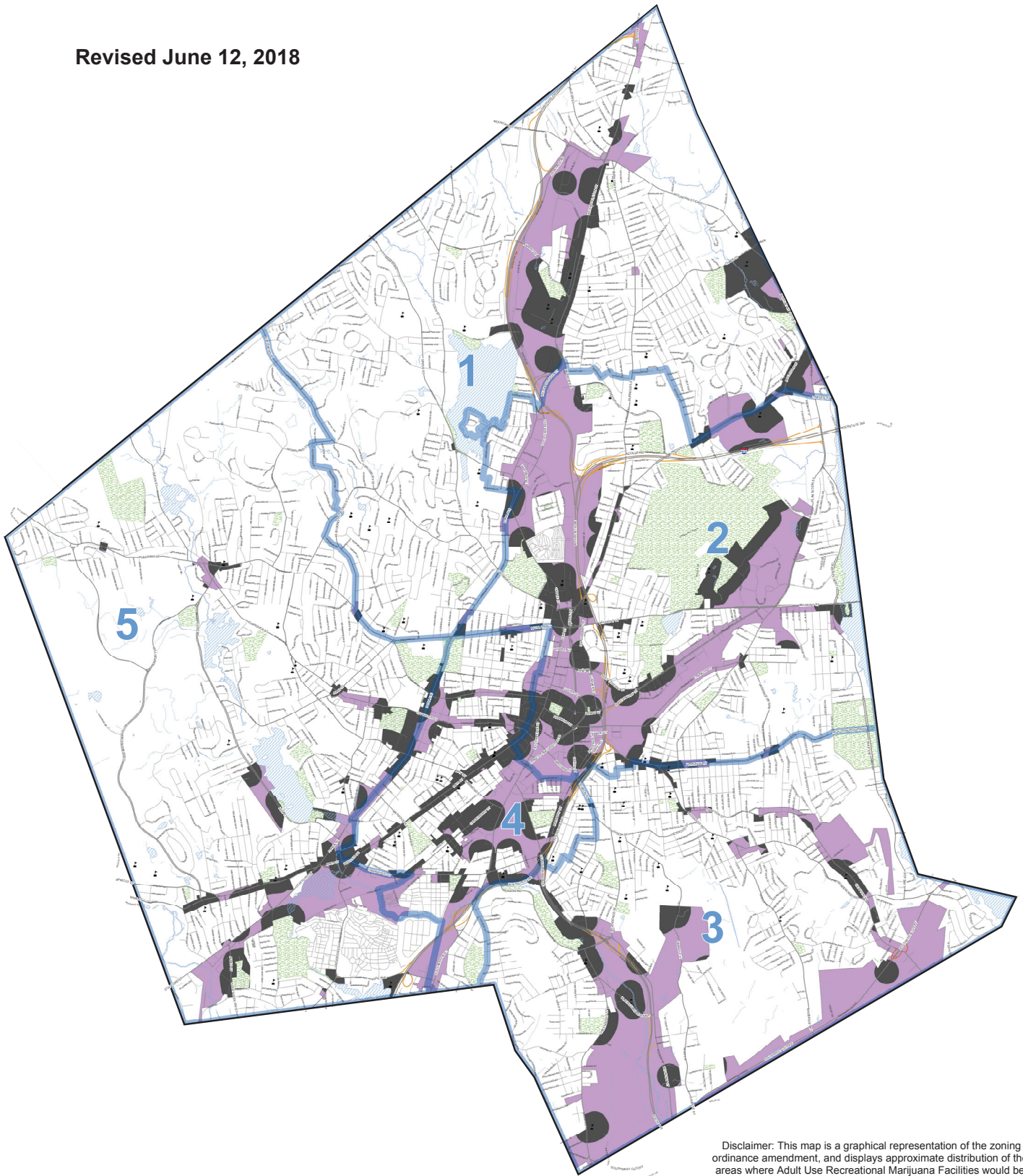
Because the location of buffer zones may change over time, these maps are only an estimate of current zoning eligibility. Any proposed site will require a site specific evaluation of zoning eligibility at the time of application. Further, this mapping exercise is conducted at a parcel level, which means that buffer area boundaries are approximate.

Interpreting the maps

- **Purple** shading depicts those areas that are both within an eligible zoning district and outside of established buffer areas where the use is not allowed. *The purple shading therefore depicts locations that are estimated to be “Eligible Areas” from under zoning regulations.*
- **Gray** shading depicts those areas that are located within a zoning district whether the AUM use is allowed according to Table 4.1 of the Zoning Ordinance, but are nonetheless estimated to be excluded because they are located within a 500-ft buffer area.

Retailers Zoning Analysis

Revised June 12, 2018



Disclaimer: This map is a graphical representation of the zoning ordinance amendment, and displays approximate distribution of the areas where Adult Use Recreational Marijuana Facilities would be allowed by Special Permit. Therefore, this map is not a substitute for case-by-case determination of each parcel's applicability.

Legend

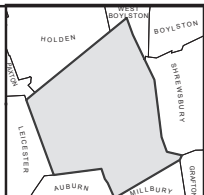
- Eligible Areas
- Excluded Areas (located within buffer areas)
- Schools
- Parks
- Interstate
- U.S.
- State
- Major City Streets
- Streets
- Streams and Brooks
- Rivers, Ponds, and Lakes
- Council Districts



Data Sources as of January 2015:
 Produced by City of Worcester
 Executive Office of Economic Development
 Division of Planning and Regulatory Services

Considerable effort has been made to ensure the accuracy, completeness and timeliness of data presented; however, this information is only as accurate as the sources and may not reflect the most current information. The City of Worcester assumes no liability for any errors, omissions or inaccuracies and makes no warranty, representation or guarantee of any kind with the content of or any opinions made or actions taken or not taken by the user based upon any information provided on this map.

DATA SOURCES:
 All data: City of Worcester Geographic Information System
 Original Date: Updated at 1:00 pm on 06/12/2018 1:00:00 AM EDT
 Updated using 2018 Area Perimeters at 1:00 pm on 6/12/2018
 Further Updates using City of Worcester information
 All rights reserved © 2018
 All other data is as published in the original source.
 North American Datum of 1983, Massachusetts Modified Zone (MUTS)
 Units are measured in feet



D
PC

RECEIVED
JAN 05 2018

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

MA Dept. of Public Health
99 Chauncy Street
Boston, MA 02111

Articles of Entity Conversion of a
Domestic Business Corporation to a
Domestic Other Entity
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

Cultivate Holdings, Inc. is a Medical
Marijuana Treatment Center with the
Department of Public Health in accordance
with 105 CMR 725.004 as of January 2, 2018.

Bryan Harter
Bryan Harter
Director

Medical Use of Marijuana Program
Bureau of Healthcare Safety and Quality
Massachusetts Department of Public Health

(1) Exact name of corporation prior to conversion: Cultivate Holdings, Inc. 001303102

(2) Registered office address: 38 Rice Street, Wellesley, MA 02481
(number, street, city or town, state, zip code) RECEIVED

(3) New name after conversion, which shall satisfy the organic law of the surviving entity:
Cultivate Holdings, LLC MA Dept. of Public Health
99 Chauncy Street
Boston, MA 02111
DEC 29 2017

(4) New type of entity: Domestic Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

See attached

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: ~~_____~~

Signed by: *William Francis Galvin*
(signature of authorized individual)

- (Please check appropriate box)
- Chairman of the board of directors,
 - President,
 - Other officer,
 - Court-appointed fiduciary,

FILED
JAN 11 2018
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

on this 15th day of December 2017

9
PC:

CULTIVATE HOLDINGS, LLC
CERTIFICATE OF ORGANIZATION

FILED
JAN 11 2018
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

1) The exact name of the limited liability company:

Cultivate Holdings, LLC

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

38 Rice Street, Wellesley, MA 02481

3) The general character of the business:

Producing, acquiring, and distributing medical and wellness supplies and services, and ^{and} *canabis* ~~and~~ engaging in any other business activity related thereto; and conducting any other lawful business activity permissible under the Massachusetts General Laws.

4) Latest date of dissolution, if specified:

N/a

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

NAME

ADDRESS

Robert W. Lally, Jr.

38 Rice Street, Wellesley, MA 02481

6) The name and street address, if different from the office location, of each manager, if any:

NAME

ADDRESS

Stephen A. Barber

38 Rice Street, Wellesley, MA 02481

Robert W. Lally Jr.

38 Rice Street, Wellesley, MA 02481

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

NAME

ADDRESS

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

NAME

ADDRESS

Steven A. Barber

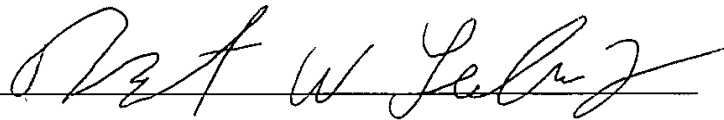
38 Rice Street Wellesley, MA 02481

Robert W. Lally, Jr.

38 Rice Street Wellesley, MA 02481

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I Robert W. Lally, Jr.

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

*or attach resident agent's consent hereto.

SECRETARY OF THE
COMMONWEALTH

COMMONWEALTH OF MASSACHUSETTS

2018 JAN 11 AM 11:54
CORPORATIONS DIVISION

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Entity Conversion of a
Domestic Business Corporation to a
Domestic Other Entity

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 7⁰⁰ having been paid, said articles are deemed to have been filed with me this 11 day of January, 2018, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

1311

CB
Examiner
DB
Name approval

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION
Contact Information:

C
M

Joshua England
50 Washington Street
Westborough, MA 01581

Telephone: 774.512.4109

Email: jengland@aafcpcpa.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

1303166



Batch # **001367957**

AMENDED AND RESTATED OPERATING AGREEMENT

OF

CULTIVATE HOLDINGS LLC

Dated as of June 22, 2019

Amended as of August 4, 2019

TABLE OF CONTENTS

ARTICLE I DEFINITIONS2

ARTICLE II THE LIMITED LIABILITY COMPANY8

ARTICLE III MEMBERS10

ARTICLE IV MANAGEMENT OF THE COMPANY11

**ARTICLE V ADDITIONAL CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT;
PROFITS, LOSSES AND DISTRIBUTIONS14**

ARTICLE VI ACCOUNTING REPORTS18

ARTICLE VII TRANSFERABILITY18

ARTICLE VIII BOOKS, ACCOUNTING AND TAX TREATMENT24

ARTICLE IX DISSOLUTION25

ARTICLE X EXCULPATION AND INDEMNIFICATION26

ARTICLE XI MISCELLANEOUS26

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of Cultivate Holdings, LLC, a Massachusetts limited liability company (the “Company”), is made as of June 22, 2019, by and among the Company, the Persons identified on the signature page hereto as “Members” and the individuals named herein (and their successors), as the “Manager”.

RECITAL

WHEREAS, the Company was formed on June 30, 2015 as a non-profit corporation under the laws of the Commonwealth of Massachusetts; and

WHEREAS, the Company subsequently converted to a for-profit corporation under the laws of the Commonwealth of Massachusetts, and then converted again to be a limited liability company organized under the laws of the Commonwealth of Massachusetts as of January 11, 2018; and

WHEREAS, the Company, the Members and the Manager entered into a certain Operating Agreement dated as of March 6, 2017 (the “2017 Agreement”) to set out their respective rights, obligations and duties regarding the Company and its affairs, assets, liabilities and the conduct of its business;

WHEREAS, the Company intends to merge with Commerce Real Estate, LLC, a Massachusetts limited liability company in accordance with a Plan of Merger that provides for the Company to be the surviving limited liability company, with the members and their percentages to be a set forth on Exhibit A attached hereto;

WHEREAS, the Company, the Members and the Manager now wish to amend and restate the 2017 Agreement in its entirety to provide, *inter alia*, for the creation, issuance and relative rights of a new Class C of Membership Units; and to increase the number of outstanding units by a factor of 10;

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge, the Company, the Members and the Manager hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, capitalized terms used, and not otherwise defined, herein shall have the meanings set forth below:

“Act” shall mean the Massachusetts Limited Liability Company Act, Massachusetts General Laws Chapter 156C, Section 1 et seq., as amended, modified, supplemented or restated from time to time, or any successor statute, and any reference to any section of the Act refers to such section as amended, modified, supplemented or restated from time to time, or any successor.

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

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

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

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

“Affiliate” shall mean, as to any Member, any Person that (i) directly or indirectly Controls, is Controlled by or is under common Control with such Member; (ii) directly or indirectly owns a beneficial interest of thirty percent (30%) or more in such Member or (iii) is a Family Member.

“Assumed Tax Rate” shall mean the highest effective marginal statutory combined federal, state, municipal and local income tax rate for any Fiscal Year prescribed for an individual residing in Boston, Massachusetts (taking into account the deductibility of state and local income taxes for federal income tax purposes assuming the limitations of Section 68(a)(2) applies and the character (e.g., long-term or short-term capital gain, ordinary or exempt) of the applicable income.

“Agreement” shall have the meaning set forth in the Preamble.

“Annual Budget” shall mean an operating budget prepared for any Fiscal Year that details the projected income and expenditures that are expected to be received and paid in said Fiscal Year.

“Available Cash Flow” shall mean as to any period all funds available from the operations of the Company, after the deduction of all associated fees, expenses and costs paid or payable by the Company and such reserves as the Manager may establish in its discretion. “Available Cash Flow” shall not include any Capital Event Proceeds.

“Capital Account” shall have the meaning set forth in Section 5.1(b) hereof.

“Capital Contributions” shall have the meaning set forth in Section 3.1 hereof.

“Capital Event Proceeds” means: (a) the net amount of cash received by the Company from a Capital Transaction, after (i) the deduction of all associated fees, expenses and costs paid or payable by the Company, and (ii) such other reserves as the Manager may establish in its discretion. Capital Event Proceeds shall include: (a) all principal and interest payments with respect to any note or other obligation received by the Company in connection with a Capital Transaction.

“Capital Transaction” means: (i) any liquidation (as defined in Treasury Regulation 1.704-1(b)(2)(iv)(g)) or dissolution; of the Company; (ii) a merger, conversion into a corporation, consolidation or other combination of the Company with or into any Person; (iii) a sale or other disposition of all or substantially all of the Company’s assets in a single transaction or in a series of related transactions; or (iv) any refinancing of the indebtedness secured by Company Property.

“CCC” means the Cannabis Control Commission of the Commonwealth of Massachusetts.

“Certificate” shall have the meaning set forth in Section 2.1 hereof.

“Claim” shall have the meaning set forth in Section 10.2.

“Class” or “Classes” means each of Class A, Class B and Class C Units, and such other classes as may be approved and adopted in accordance herewith. The initial ownership of the respective Units and related Classes is as set forth on Exhibit A. Exhibit A shall be deemed amended upon each such change in the number of Units issued or transferred, in each case in accordance with this Agreement.

“Class A Member” means a Member who holds Class A Units.

“Class A Unit” means the units of Class A interest as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein.

“Class B Member” means a Member who holds Class B Units.

“Class B Unit” means each unit of Class B interest as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein.

“Class C Member” means a Member who holds Class C Units.

“Class C Unit” means each unit of Class C interest as set forth on Exhibit A, as it may be amended from time to time, with no voting rights but with the other various rights and privileges set forth herein.

“Code” shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time (or any corresponding provisions of succeeding law).

“Company Property” shall mean and include all property owned by the Company, whether real or personal and tangible or intangible.

“Control” and “Controlling” means either ownership of a majority of the outstanding voting interests with full right to vote the same and/or the capacity (whether or not exercised) to manage or direct the management of the business or affairs of the relevant Person.

“Depreciation” shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to

such beginning Gross Asset Value using any reasonable method selected by the Manager.

“Economic Interest” shall mean an interest in the Company’s Profits, Losses and distributions of the Company’s assets pursuant to this Operating Agreement and the Act arising from the transfer of a Unit (together with the appropriate portion of the transferor’s Capital Contribution and Percentage Interest) which has not received any consent required hereunder, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or the Manager.

“Economic Interest Owner” shall mean the owner of an Economic Interest who is not a Member.

“Event of Withdrawal” shall mean (i) the bankruptcy or insolvency of any Member, a general assignment for the benefit of creditors of a Member, or the occurrence of any event causing the termination of a Member’s interest in the Company; or (ii) the assumption by a legal representative or successor in interest of control over the rights of a Member due to the death or incompetence of an individual Member, or dissolution or termination of any entity which is a Member.

“Fair Market Value” shall mean, as of any date and as to any asset, the price which a knowledgeable, willing buyer would pay to a knowledgeable, willing seller for such asset, neither buyer nor seller being under any obligation to engage in such transaction.

“Family Member” shall mean and include a Member’s spouse, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law (whether naturally or by marriage or adoption) of such Member or the spouse of such Person; and trusts for the benefit of each of the foregoing.

“Fiscal Year” shall have the meaning set forth in Section 2.9 hereof.

“Gross Asset Value” shall mean with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager.

(ii) The Gross Asset Value of all Company assets shall be adjusted from time to time to reflect their respective gross fair market values, as determined by the Manager taking into account: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company Property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided, however, that the adjustments pursuant to clauses (A) and (B) above shall only be made if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Manager. and

(iv) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Value shall not be adjusted pursuant to this subparagraph (iv) to the extent the Manager determines that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii) or (iv) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.

“Majority in Interest” shall mean, as of any date, as to any Class, the holders of a majority of all issued and outstanding Units of that Class. If any act requires the consent or approval of all Members, a “Majority in Interest” shall mean the holders of a majority of all issued and outstanding voting Units of the Company voting as a single group.

“Manager” shall mean the Board of Managers, or an individual Manager as the context does so admit. No reference to “Manager” shall be interpreted to apply to a single Manager if the context is to grant the Manager independent power or authority unless such authority is made explicit herein.

“Member” shall have the meaning set forth in the opening paragraph of this Agreement, preceding the Recitals. For the avoidance of doubt, “Member” shall mean and include all holders of any Units and each Economic Interest Owner except that the Economic Interest Owner shall not have any rights to participate in the management of the Company, or the right to vote on, consent to or otherwise participate in any decision of the Members or the Manager.

“Member Bankruptcy” shall have the meaning set forth in Section 9.5 hereof.

“Percentage Interest” shall mean, with respect to any Member, as of any date, the ratio (expressed as a percentage) of such Member’s Units as set forth on Exhibit A attached hereto on such date to the aggregate Units outstanding (or all outstanding Units of the same Class, as applicable) as set forth on such Exhibit A on such date.

“Person” shall mean a natural person or any corporation, association, joint venture, limited liability company, general or limited partnership, trust or other legal person or entity.

“Priority Return” means a five (5) percent per annum cumulative return on a Class B Member’s Capital Contributions from the date such amounts were contributed until the date all Capital Contributions are paid.

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

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition of “Profits and “Losses” shall be added to such taxable income or loss;

(ii) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits and Losses pursuant to this definition of “Profits and “Losses” shall be subtracted from such taxable income or loss;

(iii) In the event that the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of “Depreciation”;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s interest in the Company, the amount of such adjustment shall be treated as an item of gain (if such item increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Profit or Loss;

“Regulations” shall mean the rules and regulations promulgated by the Internal Revenue Service pursuant to the Code.

“Taxing Jurisdiction” shall have the meaning set forth in Section 5.4 hereof.

“Transfer” shall mean any offer, sale, conveyance, assignment, hypothecation, pledge, encumbrance, grant of a security interest in, transfer, or other disposition (including any gift, bequeath or other transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)) of any Unit or any rights therein.

“Transferee” shall mean and include any recipient of a Transfer pursuant to Article VII hereof.

“Unit” means an interest in the Company held by a Member, and includes all Class A, Class B and Class C Units. The number of Units held by each Member is as indicated on Exhibit A, as it may be amended from time to time.

“Withdrawing Member” shall have the meaning set forth in Section 7.5 hereof.

ARTICLE II THE LIMITED LIABILITY COMPANY

2.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Act, and a Certificate of Organization for the Company (the “Certificate”) was filed in the Office of the Secretary of State of the Commonwealth of Massachusetts in conformity with the Act.

2.2 Name. The name of the Company is Cultivate Holdings LLC and its business shall be carried on in such name with such variations and changes as the Managers shall determine or deem necessary to comply with the requirements of the jurisdictions in which the Company’s operations are conducted.

2.3 Registered Office; Registered Agent. The name and address of the Company’s registered agent in the Commonwealth of Massachusetts is John F. Bradley, Prince Lobel Tye LLP, One International Place, Boston, MA 02110, or such other person as the Managers may select from time to time.

2.4 Principal Place of Business. The principal place of business of the Company shall be at 1764 Main Street, Leicester, MA 01524 or such other location as the Manager may select from time to time.

2.5 Business Purpose of the Company. The purpose of the Company shall be (a) to submit applications with all applicable Massachusetts regulatory agencies to obtain authorization to, and upon approval to, engage directly and indirectly in the cultivation, transportation and distribution of cannabis products, to the extent permitted and in accordance with Massachusetts law, (b) to invest in other entities so authorized, and (c) to engage in any other business in which a Massachusetts limited liability company is authorized to engage. The Company will not engage in any activity requiring the approval and endorsement of the cannabis control commission until such authorizations have been received.

2.6 Powers. The Company shall have all the powers necessary or convenient to carry out its purposes including, without limitation, all powers granted by the Act. In furtherance, and not in limitation, of the foregoing, the Company shall have the power to engage in the following activities:

(a) to enter into and perform its obligations under any ground lease, residential or commercial lease, loan, mortgage, and/or security, other agreements contemplated by any of the foregoing and contracts, instruments and agreements incidental to the operation of the property;

(b) to enter into and perform its obligations under such contracts, agreements, instruments and arrangements as the Manager may deem necessary or appropriate in connection with the management and operation of any property owned or managed by the Company including, without limitation, contracts, agreements and arrangements with property managers, brokers, agents, advisers, accountants, attorneys and other service providers;

(c) to enter into any contract, agreement or arrangement with any member, Manager, principal or guarantor of the obligations of the Company, or any Affiliate of any of the foregoing, provided that the terms and conditions of any such contract, agreement or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party;

(d) to admit members and to accept capital contributions from time to time from the Members;

(e) to distribute to the Members all available cash to the extent that such distributions of other available cash are not prohibited by applicable law and are otherwise in accordance with the terms and provisions of this Agreement;

(f) to enter into any and all agreements on behalf of the Company with any Person or entity for any purpose in any form

(g) to pay (or to reimburse one or more Affiliates for) (i) the organizational, start-up and routine transactional and maintenance expenses of the Company, including the creation, assumption or incurrence of obligations to pay service providers to the Company and other ordinary course expenses of maintaining its existence and carrying out its various purposes under this Agreement and (ii) the fees, costs and expenses incurred in connection with the issuance and sale of Units to new Members; and

(h) to engage in any other lawful activities which are necessary to accomplish the foregoing or are incidental thereto or necessary in connection therewith.

2.7 LLC Formalities; Financial Statements. The Company shall abide by all limited liability company formalities and the Company shall cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of the Company and its assets and liabilities and not permit its assets to be listed on the financial statements of any other entity, except that the assets and liabilities of the Company may be consolidated with one or more Affiliates in accordance with generally accepted accounting principles. The Company shall not assume the liabilities of any Member or any Affiliate of any Member and shall not guarantee the liabilities of any Member or any Affiliate of any Member thereof.

2.8 Continuation. Subject to the provisions of Article IX, the Company shall have perpetual existence.

2.9 Fiscal Year. The fiscal year (the "Fiscal Year") of the Company for financial statement and accounting purposes shall end on the 31st day of December in each year.

ARTICLE III MEMBERS

3.1 Members. No Person may become a Member or an Economic Interest Owner unless he, she or it is admitted in accordance with this Agreement, and also qualifies as a party allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) Registered Marijuana Dispensary Certificates of Registration issued Mass. General Laws Ch. 94H and its implementing regulations 935 CMR 501.000, *et seq.*, and (b) any Provisional or Final License(s) for a Marijuana Establishment pursuant to Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, *et seq.*, and 935 CMR 502.000, *et seq.*, each as applicable to the Company's business.

3.2 Roster. The Company shall maintain a roster of the Members and the number and Class of Units and amounts or other property contributed to the initial capital of the Company (the "Capital Contribution"), as well as all Additional Capital Contributions, of each.

3.3 Actions Requiring the Consent of Members. Except as provided in Sections 4.1(b) and 4.6, no Member shall, or shall have any right to, participate in the management of the Company merely by virtue of such Member's status as a Member. All authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business is, and shall be vested in the Manager.

3.4 Meetings of Members. At any time and from time to time, the Manager may, but shall not have any obligation to, call meetings of the Members. Written notice of any such meeting shall be given to all Members not less than five (5) days and not more than sixty (60) days prior to the date of such meeting. A Majority in Interest shall constitute quorum for all purposes at any such meeting. Each meeting shall be conducted by the Manager or a designee of the Manager. Each Member may authorize any other Person (regardless of whether such Person is a Member) to act on its behalf with respect to all matters on which such Member is entitled to consent or otherwise participate. Any such proxy must be signed by the Member or by such Member's attorney-in-fact.

3.5 Liability of the Members.

(a) No Liability for Company Obligations. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member shall have any obligation with respect to for any such debt, obligation or liability of the Company solely by reason of being a Member.

(b) Limitation on Liability. Except as otherwise expressly required by law, no Member shall have any liability in excess of: (i) the amount of its capital contribution to the Company, (ii) its share of any assets and undistributed profits of the Company, and (iii) the amount of any distributions wrongfully distributed to it.

3.6 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the Company and to each other Member and acknowledges that (a)

it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that it has no right to withdraw and have its Units repurchased by the Company, (c) it is acquiring its Units in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof and (d) it understands that the Units have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with.

3.7 Power to Bind the Company. No Member, in its capacity as a Member, shall take part in the management or control of the business of the Company, transact any business in the name of the Company, have the power or authority to bind the Company or to sign any agreement or document in the name of the Company, or have any power or authority with respect to the Company except (i) as expressly provided in this Agreement, (ii) as directed by the Manager or (iii) as provided in the Certificate, as the same may be amended from time to time.

3.8 Admission of Members. New members shall be admitted to the Company only with the prior written consent of the Managers.

ARTICLE IV MANAGEMENT OF THE COMPANY

4.1 Management by the Managers.

(a) Manager; Actions. The management of the Company is fully vested in its Managers (the “Manager”). The powers of the Company shall be exercised by or under the authority of, and the daily business and affairs of the Company shall be managed under the direction of, the Manager, who shall make all decisions and take all actions for the Company. All services to be furnished by the Managers may be delegated to and furnished by an officer or employee of any member of the Manager or any other Person or agent designated or retained by the Managers. In managing the business and affairs of the Company and exercising its powers, the Managers may act through resolutions adopted by written consents. Decisions or actions taken by the Managers in accordance with this Agreement shall constitute decisions or actions by the Company and shall be binding on the Company.

(b) Appointment. The Managers are Robert W. Lally Jr. and Stephen A. Barber, and Samuel Barber will be added to the Board upon approval by the Massachusetts Cannabis Control Commission. Successors shall be appointed by (i) the then continuing Managers or (ii) if there is no Manager, by a Majority in Interest. Each Manager shall serve until such Manager resigns or his successor shall have been appointed and qualified. A Manager may resign upon giving sixty (60) days written notice to the Members.

(c) Duties and Obligations. In connection with the management of the business and affairs of the Company, the duties and obligations of the Manager shall include, without limitation, the following: (i) selecting, engaging and supervising the property manager of any property owned or managed by the Company and all other services providers providing services to the Company, any direct or indirect subsidiary of the Company; (ii) preparing (or cause the preparation of) an annual budget for the Company; (iv) obtaining and arranging financing and/or

refinancing of property; and (v) managing all aspects of the disposition of property including, without limitation, determining the timing of such disposition, negotiating and documenting the terms and conditions of any such disposition and consummating such transaction. For the avoidance of doubt, the Company may enter into any contract, agreement or arrangement (whether for the provision of services or otherwise) with any Affiliate of the Company or of any member of the Manager provided that the terms and conditions of any such contract, agreement or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party.

(d) Place and Time of Meetings. The meetings of the Manager shall be held at such places and times and with such frequency as is determined by the Manager. Accurate minutes of any meeting of the Manager shall be maintained by the Manager.

4.2 Manager Has No Exclusive Duty to Company. The Managers shall devote to the Company such time as they may deem necessary to manage the affairs of the Company. The Manager may engage or have an interest in other business ventures which are similar to or competitive with the business of the Company, including but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage or development of real property competitive with real property owned or managed by the Company and the pursuit of such ventures shall not be deemed wrongful or improper or give the Company or the Members any rights with respect thereto. Neither the Managers nor any Member shall be obligated to present an investment opportunity to the Company even if such investment opportunity is similar to or consistent with the business of the Company, and any such Person shall have a right to take for its own account or recommend to others any such investment opportunity.

4.3 Bank Accounts; Company Books. The Managers may from time to time open bank accounts in the name of the Company. In accordance with Section 2.7 hereof, the Managers shall maintain and preserve, during the term of the Company, and for six (6) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

4.4 Officers. The Manager may appoint individuals as officers of the Company with such titles as the Manager may select, including the titles of Chairman, President, Vice President, Treasurer and Secretary, to act on behalf of the Company, with such power and authority as the Manager may delegate to any such individual.

4.5 Fiduciary Duties. The fiduciary duties of the Members to the Company and of the Manager and the Officers to the Company and the Members are hereby eliminated except to the limited extent expressly set forth in this Agreement or as required by law, provided that each act or omission shall be taken in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and does not constitute fraud, willful misconduct, bad faith or gross negligence. In the absence of fraud, no contract or other transaction between this Company and any other corporation, limited liability company, firm, association, partnership or person shall be affected or invalidated by the fact that any Manager or Member of this Company is financially or otherwise interested in or is a director, member, manager or officer of such other corporation, limited liability company, firm, association, partnership or person, or is a party to or is financially or otherwise interested in such contract or other transaction or is in any way connected with any person or persons, firm, association, partnership, or corporation financially or otherwise interested therein; provided that the fact that such Member or Manager, individually or as a director, member or officer of such corporation, firm, association or partnership is such a

party or is so interested shall be disclosed to or shall have been known by the Managers or a majority of such members thereof as shall be present or represented at a meeting at which action upon any such contract or transaction shall be taken; any Manager may be counted in determining the existence of a quorum and may vote at any meeting of the Managers for the purpose of authorizing any such contract or transaction with like force and effect as if they were not so interested, or were not a director, member or officer of such other corporation, firm, association or partnership, provided that any vote with respect to such contract or transaction must be adopted by a majority of the Managers then in office who have no interest in such contract or transaction.

4.6 Rights of the Class B Members. Notwithstanding anything to the contrary herein contained, the Company shall not, and the Managers shall not approve, any of the actions immediately hereinbelow constituting a Major Decision without the advance written approval of a Majority in Interest of the Class B Members, which approval shall be subject to such Members' sole discretion; provided, however, the rights of the Class B Members as described in this Section shall continue only until distributions to the Class B Members equals each Class B Member's Capital Contribution, on a cumulative basis, plus the Priority Return. The term "Major Decision," as used in this Agreement, means any decision to:

- a) Approve an Annual Budget for the Fiscal Year at issue that exceeds the previous Fiscal Year's Annual Budget, by more than ten percent (10%).
- b) Commit or create any Company indebtedness in excess of \$1,000,000 (excluding any third-party trade payables incurred in the ordinary course of business of the Company), and approval of any renewals, extensions, amendments, or modifications to any such indebtedness;
- c) Acquire on behalf of the Company any real property or any interests therein in addition to that which the Company already has an interest;
- d) Enter into any borrowing in excess of Five Hundred Thousand Dollars (\$500,000.00), secured by all or any portion of any real property in which the Company has an interest;
- e) Sell any portion of any real property in which the Company has an interest;
- f) File a petition for relief under the United States Bankruptcy Code, as amended, with respect to the Company, make an assignment for the benefit of creditors of the Company, apply for the appointment of a custodian, receiver or trustee for the Company or any of its property, consent to any other bankruptcy or similar proceeding; consent to the filing of such proceeding with respect to the Company, or admit in writing the Company's inability to pay its debts generally as they become due;
- g) Approve any modification to the economics of the various Member classes;
- h) Settle any litigation requiring the payment by the Company of more than One Million Dollars (\$1,000,000);
- i) Settle any litigation requiring pleading guilty to a crime;

- j) Pay wages and/or salary to any Officer of the Company who is also a Member in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) per year; or
- k) Amend this Section 4.6.

ARTICLE V
ADDITIONAL CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT;
PROFITS, LOSSES AND DISTRIBUTIONS

5.1 Additional Capital Contributions; Capital Account.

(a) Additional Capital Contributions. The Manager may, from time to time, cause the Company to raise additional capital. In connection with any such capital-raising, the Manager may cause the Company to issue and sell Units in the Company which may be pari passu with, or senior in right to, any class of Units.

(b) Capital Accounts. A Capital Account shall be maintained on the books and records of the Company for each Member (each, a "Capital Account") in accordance with the provisions of this Section 5.1:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and the amount of any Company liabilities assumed by such Member or that are secured by any Company Property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and the amount of any liabilities of the Company assumed by such Member or that are secured by any property contributed by such Member to the Company.

(iii) In the event that all or a portion of any interest in the Company is Transferred in accordance with this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred interest.

The foregoing provisions, and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Manager may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 9.3 hereof upon the dissolution and liquidation of the Company. The Manager shall also (i) make any adjustments necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(c) Loans. No Member shall have any obligation to loan funds to the Company; provided, however, the Company may borrow funds or enter into other similar financial accommodations with any Member or any Affiliate of any Member. Loans to the Company by any Member shall not be considered Capital Contributions.

5.2 Calculation of Profits and Losses. For financial accounting purposes, the Profits and Losses of the Company shall be determined on an annual basis in accordance with this Agreement.

5.3 Allocation of Profits, Losses, Credits and Other Items.

(a) Profits and Losses. Any Profits and Losses (or items thereof), for each period, shall be allocated among the Members so as to, as nearly as possible increase or decrease, as the case may be, each Member's Capital Account balance to the extent necessary such that each such Member's Capital Account is equal to the amount that such Member would receive if the Company were dissolved, its assets sold for their respective Book Values, its liabilities satisfied in accordance with their terms and all remaining amounts were distributed to the Members in accordance with Section 5.5, immediately after making such allocations. The intent of the foregoing allocations is to comply with Regulation Section 1.704-1(b) and to ensure that the Members receive allocations of Profits and Losses (and items thereof) pursuant to this Section 5.3(a) in accordance with their relative economic interests in the Company.

(b) Alternative Allocations. It is the intent of the Members that each Member's distributive share of Profit or Losses (or item thereof) be determined and allocated consistently with the provisions of the Code, including, without limitation, Code Section 704(b) and Code Section 704(c). If in connection with the issuance of Units pursuant to the provisions of this Agreement, or for any other reason, the Manager deem it necessary in order to comply with the Code, the Manager may, and hereby is authorized, to allocate Profit or Losses (or items thereof) arising in any year differently than as provided for in this Article V if, and to the extent, that (i) allocating Profit or Losses (or item thereof) would cause the determinations and allocations of each Member's distributive share of Profit or Losses (or item thereof) not to be permitted by the Code or (ii) such allocation would be inconsistent with a Member's interest in the Company taking into consideration all facts and circumstances. Any allocation made pursuant to this Section 5.3(b) shall be deemed to be a complete substitute for any allocation otherwise provided for in this Agreement, and no further amendment of this Agreement or approval by any Member shall be required to effectuate such allocation. In making any such allocations under this Section 5.3(b) (the "New Allocations"), the Manager is authorized to act in reliance upon advice of counsel to the Company or the Company's regular accountant that, in his or her opinion after examining the relevant provisions of the Code, the New Allocation is necessary in order to ensure that, in either the then-current year or in any preceding year, each Member's distributive share of Profit or Losses (or items thereof) are determined and allocated in accordance with the Code and the Member's interests in the Company. New Allocations made by the Manager in reliance upon the advice of counsel or accountant as described above shall be deemed to be made in the best interests of the Company and all of the Members, and no Member shall have the right to make any claim or cause of action against the Company, any Manager, or any other Member as a result thereof.

5.4 Non-Federal Taxes.

(a) Elections. The Company may make any tax elections allowed under the tax laws of any state or other local jurisdiction having taxing jurisdiction over the Company ("Taxing Jurisdiction").

(b) Taxes of Taxing Jurisdictions. As determined by the Manager, to the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so will submit to the Taxing Jurisdiction an agreement indicating that the Member will timely file all returns and make all income tax payments to the Taxing Jurisdiction or that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income or such other agreement as the Taxing Jurisdiction provides. If the Member fails to provide such agreement, to file such returns, or to make such tax payments, the Company may, and if required by the Taxing Jurisdiction shall, withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined as due under the laws of the Taxing Jurisdiction. Any such payments with respect to a Member shall be treated as an advance of a distribution to such Member, provided that if the Member was not entitled to such a distribution, without notice or demand the Member shall pay to the Company the amount the Company paid to the Taxing Jurisdiction. The Company may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid and such amounts shall be also treated as such an advance distribution and be subject to repayment.

5.5 Distributions.

(a) Generally. Distributions hereunder shall be made to the Members in accordance herewith hereof at such time and in such amounts as may be determined by the Manager. The Manager shall have sole discretion to determine the amounts and time for any distributions. In this regard, the Manager may take into account such matters as the repayment of obligations to creditors and the setting aside of amounts to be retained by the Company for any purpose, including the conduct of the Company's business affairs. No Member shall have the status of, or be entitled to any remedies available to, a creditor of the Company with respect to any distribution to which such Member may become entitled.

(b) Tax Distributions to Members. Notwithstanding the other provisions of this Agreement, to the extent funds are available, the Managers may make distributions to the Members from time to time with respect to any taxable year in an amount to pay when due any federal, state and local income taxes imposed on such Members, calculated using the Assumed Tax Rate, that is attributable to the cumulative taxable income allocated to the Members under this Agreement. Tax distributions pursuant to this Section 5.5(b) shall not be made with respect to the year in which the Company liquidates. Tax distributions made hereunder shall be treated as an advance on other distributions to which a Member is entitled in respect of such Member's Units, and shall therefore reduce the amount of other distributions payable to that Member under this Agreement in respect thereof.

(c) Distributions of Available Cash Flow. After distributions described in Section 5.5(b) are made, all distributions from the Available Cash Flow of the Company shall be made as follows:

(i) First, 30% to the Class C Members and, 70% to the Class B Members (in proportion to each Member's respective Percentage Interests of their Membership Class), until total distributions by the Company to each Class B Member (including those made prior to the date of this amendment) equals each such Class B Member's Capital Contributions, plus the Priority Return on such Class B Member's Capital Contributions from the date such amounts were contributed until the date all such Capital Contributions

are fully returned;

(ii) Second, 100% to the Class C Members (each in proportion to such Member's respective Percentage Interests of their Membership Class), until total distributions by the Company to each Class C Member equals each such Class C Member's Capital Contribution;

(iii) Third, 100% to Class A Members (each in proportion to such Member's respective Percentage Interests of their Membership Class), until total distributions by the Company to each Class A Member equals each such Class A Member's Capital Contribution; and

(iv) Thereafter, to all Members pro rata in proportion to their Percentage Interests.

(d) Distributions of Capital Event Proceeds. Capital Event Proceeds and the net proceeds upon liquidation of the Company shall be distributed to the Members, at such times and in such amounts as the Manager may approve (subject to the full repayment of any loans by Members, which shall be accomplished promptly), as follows:

(i) First, 30% to the Class C Members and, 70% to the Class B Members (in proportion to each Member's respective Percentage Interests of their Membership Class), until total distributions by the Company to each Class B Member (including those made prior to the date of this amendment) equals each such Class B Member's Capital Contributions, plus the Priority Return on such Class B Member's Capital Contributions from the date such amounts were contributed until the date all such Capital Contributions are returned;

(ii) Second, 100% to the Class C Members (each in proportion to such Member's respective Percentage Interests of their Membership Class), until total distributions by the Company to each Class C Member equals each such Class C Member's Capital Contribution;

(iii) Third, 100% to Class A Members (each in proportion to such Member's respective Percentage Interests of their Membership Class), until total distributions by the Company to each Class A Member equals each such Class A Member's Capital Contribution; and

(iv) Thereafter, to the Class A, B and C Members pro rata in proportion to their Percentage Interests.

(e) Prohibited Distributions. Notwithstanding anything to the contrary contained herein, the Company shall not make any distribution to a Member if such distribution would violate the Act or other applicable law.

5.6 Creditor Status. No Member shall have the status of, or be entitled to any remedies available to, a creditor of the Company with respect to any distribution to which such Member may become entitled.

5.7 Withholding Taxes. The Company is authorized to withhold from distributions to the Members, and to pay over to a federal, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any other provisions of

any other federal, state, local or foreign law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to Section 5.3 for all purposes of this Agreement.

5.8 Condition to Distributions. At any time or from time to time, and prior to making any distributions, the Manager may request from any Member or other Person receiving a distribution an affidavit or other evidence that such Person is not a “foreign person” within the meaning of Code Section 1445 or Code Section 1446. If such Person does not provide such affidavit or other evidence in form and content reasonably satisfactory to the Members within 30 days after such request, the Manager may withhold and pay over to the IRS such portion of such Person’s distribution as may be necessary to comply with Code Section 1445 or Code Section 1446, and any amount so withheld and paid over shall be treated as a distribution to such Person at the time it is paid over to the IRS.

ARTICLE VI ACCOUNTING REPORTS

6.1 Accounting Period. The Company’s accounting period shall be the calendar year.

6.2 Records, Audits and Reports. The Manager shall maintain records and accounts of all operations and expenditures of the Company at 1764 Main St, Leicester, MA 01524. At a minimum the Company shall keep at its principal place of business (and, at the request of a Member, shall deliver to such Member by electronic mail) the following records:

(a) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;

(b) Copies of the Company’s federal, state, and local income tax returns and financial statements for the six most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period. Tax returns and financial statements shall be prepared by an accountant selected by the Manager.

(c) Copies of the Company’s current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect.

(d) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;

(e) Other writings, if any, prepared pursuant to a requirement in this Operating Agreement or prepared according to requirements of the Act.

ARTICLE VII TRANSFERABILITY

7.1 Transfers Generally.

(a) No Member shall have the right to Transfer all or any of its Units, except in accordance with this Article VII.

(b) Board Approval. Except for Transfers permitted by Section 7.5, all Transfer are subject to the approval of the Board, such approval not to be unreasonably withheld.

(c) In the event of either the sale of a Member's Units to a third party purchaser or the gift of an interest in the Company, and as a condition to recognizing the effectiveness and binding nature of any such sale or gift as against the Company or otherwise, and (subject to Sections 7.2 - 7.6, below, inclusive) the acceptance and substitution of a new Member, the Manager may require the Transferring Member and the proposed Transferee to execute, acknowledge and deliver to the Manager such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Manager may deem necessary or desirable to:

(i) constitute such Transferee as a Member;

(ii) confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member);

(iii) preserve the Company after the completion of such Transfer or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(iv) maintain the status of the Company as a partnership for federal tax purposes; and

(v) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any Transfer of a Unit or admission of a Member in compliance with this Article VII shall be deemed effective as of the last day of the calendar month in which the Manager consent thereto was given.

(e) The Transferring Member hereby indemnifies the Company, the Manager and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits and reasonable accounting and legal expense) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VII.

7.2 Transferee Not Member in Absence of Consent of Manager.

(a) Notwithstanding anything contained herein to the contrary, if the Managers (other than any Manager who proposes to Transfer any Units) do not approve of the proposed Transfer of any Units to a Transferee which is not a Member immediately prior to such Transfer, then the proposed Transferee shall have no right to become a Member or otherwise to participate in the management of the business and affairs of the Company. No Transfer of a Member's Units in the Company (including any transfer of the Economic Interest or any other Transfer which has not been approved by the Manager shall be effective unless and until written notice (including the name and address of the proposed Transferee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Upon and contemporaneously with any Transfer of a Transferring Member's Economic Interest in the Company which does not at the same time Transfer the balance of the rights associated with the Economic Interest transferred by such Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

7.3 Right of First Refusal Upon Sale of Units.

(a) In the event that any Member holding Class B Units or Class C Units (a "Transferring Party") shall at any time desire to Transfer all or any portion of his Units to any Person then, in addition to other requirements and limitations set forth in this Agreement, such Transferring Party shall first receive a bona fide written offer (the "Offer") from an offeror (the "Offeror") to purchase such Units. The Transferring Party shall then give written notice (the "Offer Notice") to the Class A Members of his intention to so sell. The Offer Notice shall:

- (i) include a copy of the Offer;
- (ii) state the intention to Transfer the Class B Units or the Class C Units, as applicable, and the amount to be transferred (the "Offered Interest");
- (iii) state the name, business, and address of the Offeror; and
- (iv) state the amount of the consideration and the other terms of the Offer.

(b) The Class A Members shall have an option to Purchase ("Purchase Option") on the same terms and conditions as set forth in the Offer Notice, all, or any portion, of the Offered Interest; provided that such Purchase Option shall be exercisable only during the period ending fifteen (15) Business Days after the receipt by the Class A Members of the Offer Notice.

(c) The Purchase Option granted in this Section to the Class A Members must be exercised by notice within the period designated for such exercise, and the Class A Members may purchase, all or any portion of the Offered Interest within one hundred eighty (180) days of the date of the Offer Notice, or it shall be deemed that the Purchase Option was rejected. If and to the extent that the Class A Members do not exercise their right to purchase such Offered Interest in its entirety, the Transferring Party shall then have the right to transfer that portion of the Offered Interest which the Class A Members have not elected to purchase in accordance with the Offer Notice within a period of thirty (30) days next following the expiration of the Purchase Option. In the event the Transferring Party has not transferred the Offered Interest in accordance with the Offer Notice or the Manager does not approve the transferee then any transfer shall be null and void, and the Offered Interest will continue to be subject to this Agreement.

7.4 Right of First Refusal Upon Involuntary Withdrawal.

(a) In the event that any Class B Member or Class C Member (a "Withdrawing Party") shall suffer an Event of Withdrawal, then in addition to the other requirements and limitations set forth in this Agreement, the legal representatives of the Withdrawing Member ("Representatives") shall give written notice within ninety (90) days of the occurrence of such event (the "Withdrawal Notice") to the Class A Members of the withdrawal of the Withdrawing Party.

(b) For a period of ninety (90) days after the receipt by the Class A Members of the Withdrawal Notice, the Class A Members shall have an option to purchase (“Option”) all, but not less than all, of the Withdrawing Party’s interest in the Company (“Abandoned Interest”), on the terms and conditions set forth below in subparagraphs (c) and (d).

(c) The Option granted in this Section to the Class A Members must be exercised by notice within said ninety (90) day period and the Class A Members must purchase all of the Abandoned Interest, or it shall be deemed that the Option was rejected. If and to the extent that the Class A Members do not exercise their right to purchase the Abandoned Interest in its entirety, the Economic Interest represented by the Abandoned Interest and right to request admission as a substitute Member shall pass to the authorized legal representative(s) of the Withdrawing Party by operation of law, but subject, nevertheless, to the provisions of Section 7.1 hereof.

(d) The purchase price for the Abandoned Interest (“Purchase Price”) shall be the Fair Market Value of the Abandoned Interest as determined by an appraiser selected by the Manager. The value of the Abandoned Interest shall be determined as of the date of the Event of Withdrawal, unless otherwise mutually agreed by the Company and the legal representatives of the Withdrawing Party. The cost of the appraisal shall be paid by the Company. The Purchase Price shall be paid in cash by wire transfer of immediately available funds or by certified or bank treasurer’s check upon the transfer of the Abandoned Interest.

7.5 Permitted Transfers. Notwithstanding anything in the Agreement to the contrary, all transfers of Units or Economic Interests to an Affiliate or to a Family Member can be undertaken without restriction. Notwithstanding anything in this Section 7.5 to the contrary, the Transferring Member shall maintain all voting rights attached to his Units during his lifetime in regard to any Transfer to a Family Member.

7.6 Tax Limitation. Notwithstanding anything to the contrary contained herein, no Transfer of, or Lien on, any interest in the Company shall be permitted if such Transfer or Lien would cause the Company to be treated as an association taxable as a corporation for U.S. federal income tax purposes, including pursuant to Section 7704 of the Internal Revenue Code of 1986, as amended.

7.7 Holder of Record. The Company shall be entitled to treat the record owner of Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as (i) a written assignment of such Units has been received and accepted by the Company in accordance with the terms and conditions set forth in this Agreement and (ii) the transferee has been admitted as a Member of the Company and has fulfilled the terms and conditions of Section 7.1(b) of this Agreement. In the absence of the substitution (as provided herein) of a Member for an assigning or transferring Member, any payment to a Member or any trustee in bankruptcy in accordance with the terms of this Agreement shall acquit the Company and any other Member of all liability to any other persons or entities who may be interested in such payment by reason of any purported assignment or transfer of such Member. In addition to and not in limitation of any other legal or equitable remedies which it may have, the Company and any of its Members may enforce its rights hereunder by actions for specific performance.

7.8 Tag Along Rights.

(a) Notwithstanding anything contained herein to the contrary in this Article VII, in the event that the holders of the Class A Units (the “**Tag-Along Transferors**”) desire to transfer a majority of the Class A Units for consideration (such Units, the “**Tag-Along Units**”) to any one or more Persons in an “arms’-length” single transaction or series of related transactions, then the

Tag-Along Transferors shall provide all other Members of all Classes (the “**Tag-Along Members**”) with written notice (“**Transfer Notice**”) of their intention to transfer the Units, specifying in such Transfer Notice the identity of the proposed transferee, the number of Units to be transferred, the purchase price therefor (the “**Purchase Price**”), and the terms (the “**Transfer Terms**”) of the proposed sale (the “**Proposed Sale**”).

(b) Upon receipt of Transfer Notice, each Member that is not a Tag-Along Transferor, shall, for a period of twenty (20) days (“**Tag-Along Exercise Period**”), have the right and option (“**Tag-Along Right**”) to sell to the proposed Transferee in the Proposed Sale at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, up to that number of Units owned by such Tag-Along Member as shall equal the product of (i) a fraction, the numerator of which is the number of Tag-Along Units and the denominator of which is the aggregate number of Units owned of record as of the date of the Tag-Along Notice by the Tag-Along Transferors, multiplied by (ii) the number of Units owned of record by such Tag-Along Member as of the date of the Tag-Along Notice. Such written notice shall state the aggregate number of Units that such Tag-Along Member proposes to include in such Transfer.

(c) If any Tag-Along Member exercises its rights pursuant to this Section 7.8, then Tag-Along Transferors will attempt to obtain from the proposed Transferee a commitment, for the benefit of each such Tag-Along Member, to purchase the number of Units that such Tag-Along Member proposes to include in such Transfer pursuant to this Section 7.8. To the extent Tag-Along Transferors cannot obtain such a commitment from such proposed Transferee for each of the Tag-Along Members, the Tag-Along Transferors and Tag-Along Members shall reduce the number of Units being sold by the Tag-Along Transferors and Tag-Along Members such that each Tag-Along Transferor and each Tag-Along Member sells a number of Units as is determined by multiplying (i) a fraction, the numerator of which is equal to the number of Units that such Tag-Along Transferor or such Tag-Along Member, as the case may be, would have sold if Tag-Along Transferors had obtained such commitments from such proposed Transferee, and the denominator of which is equal to the total number of Units that would have been sold by all of such Tag-Along Transferors and all of such Tag-Along Members if Tag-Along Transferors had obtained such commitments from such proposed Transferee, multiplied by (ii) the total number of Units that such proposed Transferee is in fact acquiring from all Tag-Along Transferors and all Tag-Along Members. Anything in this Section to the contrary notwithstanding, each reduction shall be determined based on the amount to be distributed to each of the Tag-Along Transferors and each of the Tag-Along Members as if the proceeds were to constitute Capital Event Proceeds (with any non-cash consideration valued at its fair market value) and were to be distributed pursuant to Section 5.5 at the time of such Transfer.

(d) The closing of the Transfer of the Units with respect to which rights have been exercised by a Tag-Along Member pursuant to this Section 7.8 is subject to, and will take place concurrently with, the closing of the Transfer of the Units by Tag-Along Transferors to the proposed Transferee. At such closing, each Tag-Along Member electing to Transfer Units shall deliver to the proposed Transferee, free and clear of all liens, the Units to be sold and shall receive in exchange therefor, the consideration to be paid by the proposed Transferee (but giving effect to the distribution priorities set forth in Section 5.5 as if such sale were a Capital Transaction) in respect of such Units as described in the Tag-Along Notice.

(e) If any Tag-Along Transfer is not closed within six (6) months from the date of the Transfer Notice, with the same proposed transferee and at the same or better Purchase Price and Transfer Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a

new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

7.9 Drag Along Rights.

(a) Following the expiration of the Tag-Along Exercise Period, the Tag-Along Transferors shall have a period of fifteen (15) days to elect by written notice to require the Members that did not exercise their Tag Along Right to participate in the proposed transaction (the "Drag-Along Right") at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, provided that the liability of any Member for any breach of representations or covenants shall be joint but not several for any Member holding less than 20% of all Units outstanding.

(b) No Member participating in a Proposed Sale ("**Drag-Along Seller**") pursuant to the exercise of Drag Along Rights of the Tag-Along Transferors shall be required to make any representations and warranties other than those related to authority, ownership and the ability to convey title to such Units, including, but not limited to, representations and warranties that (i) the Drag-Along Seller holds all right, title and interest in and to the Units such Drag-Along Seller purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Drag-Along Seller in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Drag-Along Seller have been duly executed by the Drag-Along Seller and delivered to the acquirer and are enforceable (subject to customary limitations) against the Drag-Along Seller in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Drag-Along Seller in connection with the transaction, nor the performance of the Drag-Along Seller's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Drag-Along Seller is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Drag-Along Seller;

(c) A Drag-Along Seller is not required to agree (unless such Drag-Along Seller is an Officer or employee of the Company) to any restrictive covenant in connection with the Proposed Sale (including without limitation any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale);

(d) A Drag-Along Seller is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any member of any of identical representations, warranties and covenants provided by all Members);

(e) A Drag-Along Seller's liability shall be limited to such Drag-Along Seller's applicable share (determined based on the respective proceeds payable to each Drag-Along Seller in connection with such Proposed Sale) but that in no event exceeds the amount of consideration otherwise payable to such Drag-Along Seller in connection with the Proposed Sale, except with respect to claims related to fraud by such Drag-Along Seller, the liability for which need not be limited as to such Drag-Along Seller;

(f) Upon the consummation of the Proposed Sale (i) each holder of each class or series of the Units must receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units, and (ii) unless waived pursuant to the terms of this Agreement and as may be required by law, the aggregate consideration receivable by all holders of the Units shall be allocated among the holders of the Classes giving effect to the distribution priorities set forth in Section 5.5 as if

such sale were a Capital Transaction).

(g) If any Proposed Sale is not closed within six (6) months from the date of the Transfer Notice, with the same proposed transferee and at the same or better Purchase Price and Transfer Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

7.10. Securities Issues. If the consideration to be paid in exchange for the Units pursuant to this Section 7 includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act of 1933, as amended, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units; provided that if there is insufficient cash available for such Members, the Company shall make such other arrangements as are reasonably necessary to make such payments within one year of the Closing.

ARTICLE VIII BOOKS, ACCOUNTING AND TAX TREATMENT

8.1 Books and Records; Accounting. The Manager shall keep or cause to be kept at the address of the Company (or at such other place as the Manager shall determine in its discretion) true and complete books and records regarding the status of the business and financial condition of the Company.

8.2 Financial Statements. The Company will send to all Members not more than 90 days after the end of each Fiscal Year an audited financial report including a balance sheet and statements of income, changes in Member’s equity and changes in cash flows, prepared in accordance with accounting principles used to prepare the Company’s federal income tax return and a statement for each Member of its Capital Account. In addition, within 60 days after the end of each calendar quarter the Company will provide its members with unaudited financial statements and other information.

8.3 Tax Treatment. The Members intend for the Company to be considered a partnership for Federal income tax purposes and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury Regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by Article V and hereby agree to be bound by the provisions of Article V in reporting their shares of Company Profit and Losses for income tax purposes. The Manager will undertake any and all actions necessary under the Code and the Regulations to ensure that the Company will be classified as a partnership for Federal income tax purposes and will file or cause to be filed any elections that may be required (but only if required) under the Code and the Regulations in order to ensure that the Company will be classified as a partnership for Federal income tax purposes.

8.4 Tax Returns and Other Elections.

(a) Preparation and Filing. The Manager shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, shall be furnished to the each Member as soon as practical after the end of the Company's fiscal year but in any event not more than 90 days after the end of each Fiscal Year. The tax information provided to each Member shall include, without limitation, such Member's federal tax Schedule K-1.

(b) Tax Elections. The Manager is hereby authorized to make elections and prepare and file returns regarding any federal, state or local tax obligations of the Company, and to serve as the "Tax Matters Partner" of the Company for purposes of Section 6231(a)(7) of the Code, with power to manage and represent the Company in any administrative proceeding of the Internal Revenue Service.in his sole discretion, provided that he shall make any tax election requested by the remaining Members holding a Majority Interest if such election does not materially increase the tax obligations of any other Member.

ARTICLE IX DISSOLUTION

9.1 Duration and Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

- (a) the Managers unanimously vote for dissolution; and
- (b) the entry of a decree of judicial dissolution under Section 44 of the Act.

9.2 Winding Up. Subject to the provisions of the Act and, unless otherwise required by law, upon any dissolution of the Company the Manager shall have the right and obligation to wind up the Company's affairs in accordance with the Act and shall also have the right to act as or appoint a liquidating trustee in connection therewith.

9.3 Distribution of Assets. Upon the winding up of the Company, once the Company has made payment of, or adequate provisions for, the debts, expenses and obligations of the Company, the remaining assets of the Company shall be distributed to the Members in accordance with Section 5.5(d).hereof.

9.4 Cancellation of Certificate. Upon the completion of the winding up of the Company and the distribution of the Company's assets, the Company shall be terminated and the Manager shall cause the Company to execute and file a Certificate of Cancellation in accordance with Section 14 of the Act.

9.5 Disassociation; No Dissolution Upon Bankruptcy of Member; Resignation. Notwithstanding any otherwise applicable provision of this Agreement, the Certificate or the Act:

(a) No Disassociation Upon Member Bankruptcy. No Member shall be disassociated from the Company by reason of the occurrence of any event of Bankruptcy (as defined in Section 2 of the Act) with respect to such Member (a "Member Bankruptcy"), and such Member shall continue as a Member of the Company upon, during and following any such Member Bankruptcy.

(b) No Dissolution Upon Member Bankruptcy. The Company shall not be dissolved or otherwise terminated by reason of any Member Bankruptcy, and the Company shall continue its existence as a limited liability company upon, during and following any Member Bankruptcy.

(c) Member Resignation. No Member may resign from the Company or otherwise disassociate itself from the Company without the affirmative vote of the Manager.

ARTICLE X EXCULPATION AND INDEMNIFICATION

10.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of the Managers or Members, any of their respective officers, directors, stockholders, partners, members, employees, representatives or agents, or any director, officer, employee, or representative, or any member of the Manager, or agent of the Company or any of its affiliates (individually, an "Indemnified Person" and collectively, the "Indemnified Persons") shall be liable to the Company or any other Person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by an Indemnified Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided that such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

10.2 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each of the Indemnified Persons from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs (a "Claim"). An Indemnified Person shall not be entitled to indemnification under this Section 10.2 with respect to any claim, issue or matter in which it has engaged in fraud, willful misconduct, bad faith or gross negligence. The Company shall advance to any Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any such Claim if the Indemnified Person agrees in writing before any such advancement that he will reimburse the Company for such fees, costs and expenses to the extent that it is determined that he was not entitled to indemnification under this Section 10.2.

ARTICLE XI MISCELLANEOUS

11.1 Power of Attorney. Each Member does hereby irrevocably constitute and appoint each Manager and any Person which becomes an additional or substituted Manager and any of the foregoing acting alone, in each case with full power of substitution, its true and lawful agent and attorney-in-fact, with full power and authority in its name, place, and stead, to make, execute, acknowledge, swear to, attest, seal, deliver, file, register, and record such documents and instruments as may be necessary, convenient, or advisable, in the sole discretion of any such attorney-in-fact, to carry out the provisions of this Agreement, including (a) such amendments to this Agreement and the Certificate as are necessary, convenient, or advisable as are described below or to admit to the Company any additional or substituted Member in accordance with the terms and provisions of this Agreement, (b) such documents and instruments as are necessary to cancel the Certificate, (c) an amended Certificate reflecting the terms of this Agreement, (d) all

certificates and other instruments deemed necessary, convenient, or advisable by the Manager to permit the Company to become or to continue as a limited liability company wherein the Members have limited liability in the jurisdictions where the Company may be doing business, (e) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company, and (f) all other instruments which may be required or permitted by law to be filed on behalf of the Company. The foregoing power of attorney is coupled with an interest and shall be irrevocable and survive the death, dissolution, bankruptcy, or incapacity of any Member.

11.2 Title to Company Property. All Company Property shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts, corporations, individuals or other entities. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

11.3 Representations and Warranties of the Members. Each Member hereby represents, warrants and covenants to the other Members that the following are/were true and correct as of the date of admission as a Member of the Company:

(A) such Member has/had full power and authority to execute, deliver, and perform this Agreement in accordance with its terms, and this Agreement constitutes the valid and binding obligation of such Member, enforceable against such Member in accordance with its terms; and

(B) no Event of Bankruptcy has occurred with respect to such Member.

11.4 Investment Representation. Each Member represents to the Company and the other Members that (i) such Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of an investment in the company and making an informed investment decision with respect thereto, (ii) such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that such Member has no right to withdraw and have its interest repurchased by the Company, (iii) such Member is acquiring an interest in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (iv) such Member understands that the equity interests in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws, or in accordance with an applicable exemption therefrom, and the provisions of this Agreement have been complied with and (v) if such Member is an entity, the execution, delivery and performance of this Agreement do not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its organizational documents, including without limitation its charter, by-laws or other governing documents (if applicable), or any agreement or instrument to which it is a party or by which it is bound.

11.5 Amendments of the Agreement. Amendments to this Agreement may be made from time to time upon the approval of the Manager and a Majority in Interest, except that no amendment may reduce any class of Units' share of the Company's Profits, Losses, Distributions or Allocations without the consent of a Majority in Interest of the adversely affected Class. However, the Managers may amend this Agreement without the approval of the Members to (i) reflect changes validly made in the ownership of Units or Economic Interests and the Capital Contributions of the Member, (ii) reflect a change in the name of the Company, (iii) make any change that is necessary to cure any ambiguity, to correct or supplement any provision of this

Agreement that would be inconsistent with any other provision contained herein, in each case so long as such change does not adversely affect any Members in any material respect, (iv) make a change that is necessary or desirable to satisfy any requirements, conditions, or guidelines in any opinion, directive, order, statute, ruling or regulation of any federal, state or local governmental entity so long as such change is made in a manner which minimizes any adverse effect on the Members and (v) make any other amendments that in the opinion of the Manager may be necessary or advisable provided that such amendments do not adversely affect the Members in any material respect.

11.6 Successors, Counterparts. This Agreement (i) shall be a legal, valid and binding agreement of the Company and the Members enforceable against the Company and each Member in accordance with its terms and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

11.7 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member has or may have to maintain any action for partition with respect to the property of the Company.

11.8 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws thereof. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. Each Member hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Boston, Massachusetts in connection with any matter or dispute relating to or arising under this Agreement or relating to the affairs of the Company. Further, each of the parties to this Agreement hereby waives any and all rights such party may have to a trial by jury in connection with any such matter or dispute.

11.9 Severability. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (i) to make it enforceable or valid and (ii) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

11.10 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understanding pertaining thereto. No covenant shall affect or be deemed to interpret, change or restrict the express provisions hereof.

11.11 Filings. Following the execution and delivery of this Agreement, the Manager shall promptly prepare or cause to be prepared any documents required to be filed and recorded under the Act and shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by applicable law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Manager shall also promptly cause to be filed,

recorded and published such statements of fictitious business name and any other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

11.12 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

11.13 Additional Documents. The Members agree to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11.14 Notices. All notices, requests and other communications shall be in writing (including facsimile or similar writing) and shall be given to the Members (and any other Person designated by any Member) at its address or facsimile number set forth on Exhibit B attached hereto or such other address or facsimile number as such Member may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by facsimile, when transmitted to the number specified pursuant to this Section 11.13 and the appropriate confirmation is received, (b) if given by mail, 72 hours after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified pursuant to this Section 11.13.

11.15 Waivers. The failure of any party to seek redress for violation of or to insist upon strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.16 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.18 Separate Counsel. Each Member has been represented by legal counsel chosen by such Member in connection with the negotiation, documentation, execution and delivery of this Agreement.

[Signatures are on the following pages]

IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Operating Agreement of CULTIVATE HOLDINGS LLC as of June 22, 2019.

CULTIVATE HOLDINGS LLC

By: /s/ Robert Lally
Name: Robert Lally
Title: it's Manager

And

By: /s/ Stephen Barber
Name: Stephen Barber
Title: it's Manager

MEMBERS:

Class A:

/s/ Robert Lally
Robert Lally, individually

/s/ Greg Lally
Greg Lally, individually

Lally Leicester LLC

By: /s/ Robert Lally
Robert Lally, its Manager

/s/ Sam Barber
Sam Barber, individually

**The Augustus and Marjorie K. Barber 2006 Insurance Trust
for the benefit of Stephen A. Barber - II**

By: /s/ Thomas Peckham
Thomas Peckham, its Trustee

**The Augustus and Marjorie K. Barber 2006 Insurance Trust
for the benefit of Stephen A. Barber - II**

By: /s/ Sara Wells
Sara Wells, its Trustee

Stephen Barber Revocable Trust

By: /s/ Stephen Barber
Stephen Barber, its Trustee

Mimi Barber Revocable Trust

By: /s/ Mimi Barber
Mimi Barber, its Trustee

The Barber Irrevocable Trust f/b/o Samuel

By: /s/ Sara Wells
Sara Wells, its Trustee

/s/Randall LaMattina
Randall LaMattina, individually

CLASS B:

/s/ Eric Cooper
Eric Cooper, individually

/s/ Samuel R. Rubenstein
Samuel R. Rubenstein, individually

/s/ Benjamin C. Rubenstein
Benjamin C. Rubenstein, individually

/s/ Michael J. Epstein
Michael J. Epstein, individually

/s/ Douglas M. Epstein
Douglas M. Epstein, individually

/s/ Bryan E. McGourthy
Bryan E. McGourthy, individually

/s/ Bruce Winer
Bruce Winer, individually

Bev Spring Capital LLC

BY: /s/ Michael J. Epstein
Michael J. Epstein, its Manager

/s/ Kathleen M. Heffernan
Kathleen M. Heffernan, individually

/s/ Gregory Donoghue
Gregory Donoghue, individually

/s/ John J. Chester IV
John J. Chester IV, individually

/s/ Ronald Schwarz
Ronald Schwarz, individually

H Hope, LLC

By: /s/ John Peter Martin
its Manager

TZ Investments, LLC

By: /s/ Ge Tian
Ge Tian, its Manager

Coldshot, LLC

By: /s/ Bob Dickey
its Manager

and

By: /s/ Andrew W. Blocksom
its Manager

CULTIVATE HOLDINGS LLC

EXHIBIT A

Names and Number of Units

Member Name	Class A Units	Class B Units	Class C Units	TOTAL
Robert Lally	12,679			12,679
Greg Lally	1,275			1,275
Lally Leicester LLC	6,950			6,950
Stephen Barber 2006 Insurance Trust	4,641	3,187		7,828
Stephen Barber 2006 Insurance Trust Two		3,187		3,187
Stephen Barber Revocable Trust	6,834			6,834
Mimi Barber Revocable Trust	6,800			6,800
The Barber Irrevocable Trust f/b/o Samuel	5100			5,100
Sam Barber	10,664			10,664
Randall LaMattina	761			761
Eric Cooper		2,016		2,016
Bev Spring Capital		3,374		3,374
Samuel R. Rubenstein		1,594		1,594
Benjamin C. Rubenstein		1,594		1,594
Michael J. Epstein		1,594		1,594
Douglas M. Epstein		1,594		1,594
Bryan E. McGourthy		1,275		1,275
Gregory A. Lally		1,594		1,594
Bruce Winer		1,275		1,275
H Hope, LLC		956		956

Kathleen M. Heffernan		637.5		637.5
Gregory Donoghue		637.5		637.5
TZ Investments, LLC		1,594		1,594
Coldshot, LLC		1,912.5		1,913
John J. Chester IV		637.5		637.5
Ronald Schwarz		637.5		637.5
[AUGUST 2019 Investors]			15,000	15,000
TOTAL:	55,704	29,296.5	15000	100,000.5



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SAM BARBER
CULTIVATE HOLDINGS LLC
38 RICE ST
WELLESLEY MA 02481-6037

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

September 4, 2019

TO WHOM IT MAY CONCERN:

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

CULTIVATE HOLDINGS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 11, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are:
STEPHEN BARBER, SAMUEL BARBER, ROBERT W. LALLY, JR.

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **STEPHEN BARBER, SAMUEL BARBER, ROBERT W. LALLY, JR.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **STEPHEN BARBER, SAMUEL BARBER, ROBERT W. LALLY, JR.**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth





Dispensing procedures

Cultivate Holdings, LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment.

Currently, the Company is only seeking licenses for an Adult Use Marijuana Establishment.

Limitation on Sales.

In accordance with M.G.L. c. 94G, § 7 and 935 CMR 500.140(4) and 5(c), the Company shall not sell more than one (1) ounce of marijuana or five (5) grams of marijuana concentrate to a consumer per transaction.

Unauthorized Sales and Right to Refuse Sales.

- (a) The Company shall refuse to sell marijuana to any consumer who is unable to produce valid proof of identification.
- (b) Registered dispensary agents shall refuse to sell marijuana products to a consumer if, in the opinion of the agent, based on the information available to the agent at that time, the consumer or the public would be placed at risk.
- (c) The Company shall not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.
- (d) The Company shall not sell marijuana products containing nicotine.
- (e) The Company shall not sell marijuana products containing alcohol, if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.

Recording Sales.

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.



- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - 1. it shall immediately disclose the information to the Commission;
 - 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (f) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (g) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (h) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Physical Separation of Marijuana and Marijuana Products for Medical or Adult Use.

As described above, the Company is only seeking licenses for an Adult Use Marijuana Establishment.

Consumer Education.

The Company is committed to ensuring its customers and the consumers of its products have access to education materials. Accordingly, the Company shall implement the following policies and procedures:

- a) The Company shall make available an adequate supply of educational materials about marijuana products to consumers.
- b) The Company shall maintain an adequate supply of current educational material available for distribution.
- c) Educational materials shall be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually and hearing-impaired.



- d) The educational material shall include at least the following:
- a. A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
 - b. A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
 - c. Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
 - d. Materials offered to consumers to enable them to track the strains used and their associated effects;
 - e. Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
 - f. A discussion of tolerance, dependence, and withdrawal;
 - g. Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
 - h. A statement that consumers may not sell marijuana to any other individual;
 - i. Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and
 - j. Any other information required by the Commission.

All consumer education materials shall be made available for inspection by the Commission upon request.

See also the Company's *Policy for Separating Recreational from Medical Operations*.

This policy may also be referred to by the Company as the “**Retail Dispensing Policy**”.



Diversity Plan

Cultivate Holdings, LLC (the “**Company**”) is committed to inclusive, diverse hiring and retention of employees from our local communities. It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of the Marijuana Establishment. We plan to continue to foster a culture that emphasizes mentorship taking active steps to recruit, hire and train diverse, qualified applicants.

To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment and other legal requirements.

The Company already has a diverse employee base and has shown it is capable of implementing a comprehensive approach to a diverse workforce. Six months after opening, the Company’s workforce is inclusive and diverse, comprised of forty one percent (41%) women and twelve percent (12%) African Americans. The Company is succeeding in its internal diversity goal to match or exceed the diversity demographics of Leicester in that its African American population is 1.5%, whereas African American employees comprise 12% of its workforce.

The Company is growing rapidly and expects to add 60 jobs in the next year.

Goals

The Company’s goal is to assemble a diverse team of employees, making a good faith effort to be inclusive of women, veterans, disabled individuals and those with diverse ethnicities.

The Company’s goal is to continue to maintain a diverse workforce that it is comprised of ***at least forty percent (40%)*** of individuals who are minorities, women, veterans, and/or people with disabilities. Employees of the Company will have access to a living wage, comprehensive benefits and substantial workplace training that will empower them to grow and succeed within the Company.

Programs

Employees are required to complete online diversity sensitivity training programs within the ***first ninety (90) days of employment*** and ***once annually thereafter***. Online trainings may be completed individually or in a group setting. Upon completion of a training course, employees must take, and pass, a related test and provide management with a certificate of completion.

Sensitivity Training is designed to make individuals aware of their behavior toward others, who are different in race, color, gender, religion, age, ethnicity, sexual orientation and other categories protected under Title VII of the Civil Rights Act. Sensitivity training also raises



awareness of other characteristics that employees may encounter in their daily interactions, such as individuals with different experiences, backgrounds, perspectives and communication styles.

Additionally, all employees are trained on Company policies and applicable laws as part of the onboarding process.

The Company's online training course requirements vary based on position and department and include, but are not limited to:

1. Discrimination Free Workplace
2. Sexual Harassment for Employees
3. Harassment in the Workplace (for Managers)
4. Violence in The Workplace
5. Ethics
6. Drug and Alcohol-Free Workplace
7. Fatigue and Stress Awareness (for Managers)
8. Active Shooter Response
9. Back safety
10. Slips, trips and falls
11. First aid
12. Electrical Safety
13. Emergency and Fire Preparedness
14. Eyewash and Safety Showers
15. Osha Work Related Illness and Record Keeping (for Managers)
16. Computer Security (for Managers)

Additionally, in an effort to ensure that it has the opportunity to interview, and hire, a diverse group of employees, the Company shall publicize its job opportunities through Masshire.

Measurements

Each year, the Company will measure its hiring goals against the actual number of employees employed or hired that meet the above noted criteria. In addition the Company will measure the number of promotions of the actual numbers of employees employed or hired that meet the above noted criteria.

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.



Maintaining of Financial Records

Cultivate Holdings, LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.



- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.



Personnel Policies

Cultivate Holdings, LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free.
- (2) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Security Policy, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (3) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (4) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (5) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- (6) The Company shall make a list of all board members and executives of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company shall also make this list available on its website.
- (7) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- (8) The Company shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers. All such individuals shall:
 - (a) be 21 years of age or older;
 - (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of



another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

(9) An application for registration of a marijuana establishment agent shall include:

- (a) the full name, date of birth, and address of the individual;
- (b) all aliases used previously or currently in use by the individual, including maiden name, if any;
- (c) 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 Commission;
- (d) an attestation that the individual will not engage in the diversion of marijuana products;
- (e) 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;
- (f) background information, including, as applicable:
 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 3. 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;
 4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction,



or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;

- (g) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 - (h) any other information required by the Commission.
- (10) An executive of the Company registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.
- (11) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.
- (12) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (13) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- (14) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (15) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (16) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime



prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination;

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight (8) hour related duty training.
1. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
2. Personnel policies and procedures; and
3. All background check reports obtained in accordance with 935 CMR 500.030.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, upon request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two years at the Company's expense, in a form and location acceptable to the Commission.



Staffing Plan:

Executive Level:

- CEO;
- CFO; and
- COO.

Management Level:

- Sales Manager;
- Production Manager;
- Extraction Manager;
- Cultivation Manager; and
- Security Manager.

Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider;
- Brand Consultant; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.



Employee Qualifications and Training

Cultivate Holdings, LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b). It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
 - a. Marijuana’s physical effects based on type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Medical registration cards issued by the DPH;



- d. Provisions for confiscating fraudulent identifications; and
- e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions and court sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, executives, managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.



Quality Control and Testing for Contaminants

Testing of Marijuana

Cultivate Holdings, LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

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

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

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

The Company shall maintain the results of all testing for no less than one year.

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

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

Handling of Marijuana

The Company shall handle and process in a safe and sanitary manner. The Company shall implement the following policies:



(a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:

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

(b) The Company shall comply with the following sanitary requirements:

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



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

(c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.



Record Keeping Policy

Cultivate Holdings, LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*;
- (e) Business records as described in the Company’s *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of assets and liabilities; and monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company’s expense and in a form and location acceptable to the Commission.

It shall be a Policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.



Restricting Access to Age 21 and Older

Cultivate Holdings, LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment.

Currently, the Company is only applying for Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location. However, it has received local approvals to cultivate, produce and distribute Medical Marijuana Products from this location and operate as a fully vertically integrated and co-located Medical and Adult Use Marijuana Establishment.

Should the Company ultimately apply for, and be licensed as, a Registered Marijuana Dispensary thus permitting the sale of Medical Marijuana than if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued by the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.



2019-2020 Positive Impact Plan

Cultivate Holdings, LLC (the “**Company**”) plans to positively impact the following individuals: (i) past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission; (ii) Massachusetts residents who have past drug convictions; and (iii) Commission designated Economic Empowerment Priority and Social Equity Program participants.

The Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Host ***two (2)*** networking events through the “Cultivate Launch Program”, described in more detail below.
2. Identify and recruit at least ***five (5)*** Economic Empowerment Program (“**EEP**”) and/or Social Equity Program (“**SEP**”) participants to participate in the Cultivate Launch Program.
3. Provide members of the Cultivate Launch Program with the opportunity to complete the Company’s standard ***employee training program*** and ***manager training program***.
4. Implement a charitable giving program wherein it will identify ***one day per month*** that an amount equal to ***ten percent (10%)*** of the Company’s gross sales from that day will be donated to charities that provide services to past or present residents of areas of disproportionate impact and/or who help Massachusetts residents with past drug convictions.

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. The Cultivate Launch Program

The Company is extremely proud to begin implementing its new “Cultivate Launch Program” (the “**Program**”). The Program is designed to positively impact past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission; Massachusetts residents who have past drug convictions; and Commission designated Economic Empowerment Priority and Social Equity Program participants by providing a select number of participants with exclusive access to the Company’s training programs and introducing them to the industry through networking events. The Program will not be specifically limited in duration.



The Company will seek to identify and recruit at least five (5) participants in the Program during the first year. In an effort to ensure that the participants in the Program are past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission or Massachusetts residents who have past drug convictions it will: (1) Post monthly notices for the first six (6) months of the Program in newspapers of general circulation in those municipalities, including but not limited to, the Worcester Telegram and Gazette. These notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in an area of disproportionate impact as defined by the Cannabis Control Commission; or (ii) have past drug convictions, to participate in the program; (2) Review the Commission's database of approved EEP applicants and attempt to contact those eligible individuals; and (3) Reach out to Boston City Councilors who have expressed an interest in supporting and assisting SEP and EEP applicants.

Once enrolled, each participant in the Program will be offered the opportunity to complete the Company's standard employee training program and manager training program.

The standard employee and manager training programs will provide the participant with hands on training as a responsible vendor including: (1) an understanding of different products and methods of consumption including edibles; potency; effects; secondhand absorption time; (2) procedures to ensure that consumers are not overserved; and (3) procedures for mitigating the risk of an impaired consumer and ensuring the safety of patrons and the general public in the event of impairment. Additionally, these training programs will provide the participants with a review of any applicable department SOP's and compliance regulations and product knowledge training, including information regarding the methods that the Company uses to craft products, the strains that are cultivated and the intended effects of those products. Additional training is provided based on the department the participant is interested in. Collectively, between the manager training program and employee training program, Program participants will be offered up to 104 hours of training.

Furthermore, as described above, the Company will host two (2) networking events each year to introduce its program participants to the Massachusetts cannabis industry. The Company will partner with organizations such as the Commonwealth Dispensary Association, the Massachusetts Recreational Consumer Council and the Massachusetts Patient Advocacy Alliance for these networking events.

The Company has hired Yasue Keyes, who will serve as its community liaison and will be in charge of implementing the Program.

2. Designated Proceed Days:

The Company will implement a charitable giving program wherein it will identify one day per month where an amount equal to ten percent (10%) of the Company's gross sales from that day will be donated to charities that provide services to past or present residents of areas of disproportionate impact or who help Massachusetts residents with past drug convictions. Such donations may be made in that calendar month or in one lump sum at any point throughout the year.



These charities include Home Base Veteran and Family Care, Community Servings, Project Place, Project New Hope, Leukemia & Lymphoma Society, New England Chapter and the Crohn's & Colitis Foundation. Copies of letters from these charities confirming that they serve areas of disproportionate impact and/or Massachusetts residents with previous drug convictions as defined by the Cannabis Control Commission are attached hereto and incorporated herein by reference.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Plan to Positively Affect Areas of Disproportionate Impact.

1. Identify the number of individuals participating in the Program;
2. Identify the number of events it has held through the Program;
3. Identify the number of training hours provided to participants of the Program and
4. Identify the amount of charitable donations the Company has made during the positive impact plan year, and to which organizations those donations went (documentation from the abovementioned charities about whether or not they serve Areas of Disproportionate Impact, or residents with previous drug convictions, will be available for inspection by the Commission upon request).

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities have (or will) accepted donations from the Company; (2) 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.



A RED SOX FOUNDATION AND
MASSACHUSETTS GENERAL HOSPITAL PROGRAM



July 26, 2019

This is to certify that Home Base serves past and present residents of Communities of Disproportionate Impact as designated by the Cannabis Control Commission, such as Abington; Amherst; Boston; Brockton; Chelsea; Fall River; Fitchburg; Haverhill; Holyoke; Lowell; Lynn; Mansfield; Monson; New Bedford; Quincy; Randolph; Revere; Spencer; Taunton; Walpole; Wareham and Worcester

Among the individuals we serve are those who have previous drug convictions.

Michael P. Almond



Joan H. Parker Building
18 Marbury Terrace
Jamaica Plain, MA 02130

617.522.7777
servings.org

July 18, 2019

To whom it may concern,

For the purposes of Cultivate LLC's Positive Impact Plan, this letter is to certify that Community Servings serves the following Communities of Disproportionate Impact:

- Brockton
- Lynn
- Revere
- Worcester
- Chelsea
- Haverhill
- Boston
- Quincy
- Braintree
- Fitchburg
- Lowell

I can be reached at 617-522-7777 for further inquiries.

Sincerely,

Darcy Pfeifer

Director of Development and Communications

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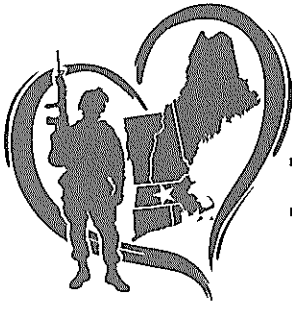
To Whom It May Concern:

Thursday, July 18, 2019

This signed document is to certify that Project Place serves past and present residents of Communities of Disproportionate Impact as designated by the CCC according to the Census Tracts. These include the neighborhoods of Dorchester, Jamaica Plain, Roxbury, and Mattapan in Boston. Among the individuals we serve are those who have previous drug convictions.

Sincerely,

Suzanne Kenney
Executive Director



Project New Hope INC.

Where Veterans
Rebuild With Honor

70 JAMES STREET, SUITE 157 • WORCESTER, MA 01603 • 508-762-9738 • FAX 508-304-9245
WWW.PROJECTNEWHOPEMA.ORG

July 22nd, 2019

Cultivate Holdings, LLC
1764 Main Street
Leicester, MA. 01524

Dear Ms. Yasue Keyes,

This is to certify that Project New Hope Inc. serves past and present veteran residents of Communities of Disproportionate Impact as designated by the Cannabis Control Commission, such as Spencer, West Springfield, Fitchburg, Holyoke and North Adams. Among the individuals we serve are those who may have previous drug convictions.

Regards,

**William H. (Bill) Moore | Executive Director
United States Air Force | Veteran**

Project New Hope Inc.
501(c)(3) EIN: 27-4555998
70 James Street, Suite 157
Worcester, Massachusetts 01603
Office: 508-762-9738

Project New Hope Inc.
Hampton Pond Plaza #9
1029 North Road/Route 202
Westfield, MA. 01085
Office: 413-315-3873
Fax: 413-322-0177



Cultivate Holdings LLC
Yasue Keyes
1764 Main Street
Leicester, MA 01524

July 25, 2019

Dear Yasue,

Thank you for your generous donation to the Leukemia & Lymphoma Society, New England Chapter. Our organization serves residents throughout Massachusetts including residents of all of the Communities of Disproportionate Impact as designated by the Cannabis Control Commission.

We provide financial assistance such as \$100 Patient Aid, \$500 Urgent Need, \$500, Other Medical Expenses, Co-pay Assistance of \$5,000-\$11,000.

We also have Family Support groups available throughout Massachusetts as well as online chat and live phone support that provide information on disease, medical, financial and nutritional resources.

Our research funding has provided over \$68 million to Boston Children's Hospital, Dana-Farber Cancer Institute, Harvard Medical School, Massachusetts General Hospital, and the University of Massachusetts Medical School.

Regards,

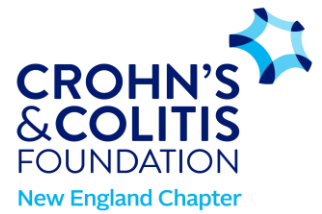
A handwritten signature in black ink that reads "Lisa Calkins".

Lisa Calkins

Operations Manager

72 River Park Street
Suite 202
Needham, MA 02494

781.449.0324
info@crohnscolitisfoundation.org
www.crohnscolitisfoundation.org



July 25,2019

Dear Yasue,

This is to certify that the Crohn's & Colitis Foundation serves past and present residents of Communities of Disproportionate Impact as designated by the Cannabis Control Commission, such as Abington, Quincy, Lowell, New Bedford and Taunton.

Warm Regards,

Kristine Poirier
Deputy Executive Director

kpoirier@crohnscolitisfoundation.org