



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284774
Original Issued Date: 11/06/2023
Issued Date: 11/06/2023
Expiration Date: 11/06/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: UC Retail, LLC

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

Business Address 1: 476 Main Street
Business City: Bolton
Business State: MA
Business Zip Code: 01740
Business Address 2:
Mailing Address 1: 601 Fitchburg State Road
Mailing City: Ashby
Mailing State: MA
Mailing Zip Code: 01431
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 15.84
Role: Owner / Partner
Percentage Of Control: 15.83
Other Role:

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

Person with Direct or Indirect Authority 2

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

Person with Direct or Indirect Authority 3

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

Person with Direct or Indirect Authority 4

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

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

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

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: United Cultivation, LLC

Entity DBA:

Email: mike@unitedcult.com

Phone: 978-866-1154

Address 1: 601 Fitchburg State Road

Address 2:

City: Ashby

State: MA

Zip Code: 01431

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

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Michael

Last Name: Spengler

Suffix:

Marijuana Establishment Name: UC Product Manufacturing, LLC (MP281666) Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Ashby

Marijuana Establishment State: MA

Individual 2

First Name: Michael

Last Name: Spengler

Suffix:

Marijuana Establishment Name: UC Cultivation, LLC (Outdoor - MC282106 & Indoor - MC283608)

Business Type: Marijuana Cultivator

Marijuana Establishment City: Ashby

Marijuana Establishment State:
MA

Individual 3

First Name: Michael

Last Name: Spengler

Suffix:

Marijuana Establishment Name: UC Retail, LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Ashby (MR282633) and Groton (MR284616)

Marijuana Establishment State:
MA

Individual 4

First Name: Carolyn

Last Name: Spengler

Suffix:

Marijuana Establishment Name: UC Cultivation, LLC (Outdoor - MC282106 & Indoor - MC283608)

Business Type: Marijuana Cultivator

Marijuana Establishment City: Ashby

Marijuana Establishment State:
MA

Individual 5

First Name: Carolyn

Last Name: Spengler

Suffix:

Marijuana Establishment Name: UC Retail, LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Ashby (MR282633) and Groton (MR284616)

Marijuana Establishment State: MA

Individual 6

First Name: Carolyn

Last Name: Spengler

Suffix:

Marijuana Establishment Name: UC Product Manufacturing, LLC (MP281666) Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Ashby Marijuana Establishment State: MA

Individual 7

First Name: Danielle Last Name: Phaneuf Suffix:
Marijuana Establishment Name: UC Cultivation, LLC (Outdoor - MC282106 & Indoor - MC283608) Business Type: Marijuana Cultivator
Marijuana Establishment City: Ashby Marijuana Establishment State: MA

Individual 8

First Name: Danielle Last Name: Phaneuf Suffix:
Marijuana Establishment Name: UC Retail, LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Ashby (MR282633) and Groton (MR284616) Marijuana Establishment State: MA

Individual 9

First Name: Danielle Last Name: Phaneuf Suffix:
Marijuana Establishment Name: UC Product Manufacturing, LLC (MP281666) Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Ashby Marijuana Establishment State: MA

Individual 10

First Name: Kerstin Last Name: Phaneuf Suffix:
Marijuana Establishment Name: UC Cultivation, LLC (Outdoor - MC282106 & Indoor - MC283608) Business Type: Marijuana Cultivator
Marijuana Establishment City: Ashby Marijuana Establishment State: MA

Individual 11

First Name: Kerstin Last Name: Phaneuf Suffix:
Marijuana Establishment Name: UC Retail, LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Ashby (MR282633) and Groton (MR284616) Marijuana Establishment State: MA

Individual 12

First Name: Kerstin Last Name: Phaneuf Suffix:
Marijuana Establishment Name: UC Product Manufacturing, LLC (MP281666) Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Ashby Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 476 Main Street
Establishment Address 2:
Establishment City: Bolton Establishment Zip Code: 01740
Approximate square footage of the establishment: 2000 How many abutters does this property have?: 9
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
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Plan to Remain Compliant with Local Zoning	United Cultivation Host Community Zoning Compliance Bolton.pdf	pdf	6335a43876c666000813d856	09/29/2022
Community Outreach Meeting Documentation	COM Acknowledgement Package.pdf	pdf	6335aeea2bb69400085754d9	09/29/2022
Certification of Host Community Agreement	Bolton HCA Certification Form.pdf	pdf	639b29135225350008492253	12/15/2022

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	United Cultivation Positive Impact Plan Verification Letter.pdf	pdf	6335abc92bb69400085758d5	09/29/2022
Plan for Positive Impact	United Cultivation Positive Impact Plan Revised 4.21.22.pdf	pdf	639b2a66a0fd020008dd822e	12/15/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

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

ENTITY BACKGROUND CHECK INFORMATION
Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: United Cultivation, LLC

Entity DBA:

Entity Description: Parent Company

Phone: 978-866-1154

Email: mike@unitedcult.com

Primary Business Address 1: 601 Fitchburg State Road

Primary Business Address 2:

Primary Business City: Ashby

Primary Business State: MA

Principal Business Zip Code: 01431

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

MASSACHUSETTS BUSINESS REGISTRATION
Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	UC Retail COGS Sec of State 8.26.22.pdf	pdf	6335b1f776c6660008140b66	09/29/2022
Department of Unemployment Assistance - Certificate of Good standing	UC Retail LLC Bolton MDUA Letter.pdf	pdf	6335b3c076c6660008141275	09/29/2022
Articles of Organization	Certificate of Organization UC Retail, LLC.pdf	pdf	6335b5352bb6940008578090	09/29/2022
Bylaws	Operating Agreement UC Retail LLC.pdf	pdf	6335b54776c6660008141808	09/29/2022
Department of Revenue - Certificate of Good standing	UC Retail MDOR COGS 9.30.22.pdf	pdf	633f026976c66600081c69a4	10/06/2022

No documents uploaded

Massachusetts Business Identification Number: 001517140

Doing-Business-As Name: United Cultivation

DBA Registration City: Ashby

BUSINESS PLAN
Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	United Cultivation Proposed Timeline Bolton.pdf	pdf	6335b80576c6660008141f66	09/29/2022
Plan for Liability Insurance	UC Retail Bolton Plan for Insurance.pdf	pdf	639b2f5ca0fd020008dd8ee9	12/15/2022
Business Plan	UC Retail Business Plan Brief Bolton.pdf	pdf	63d7e6b3a6f09f000863f98a	01/30/2023

OPERATING POLICIES AND PROCEDURES
Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including	UC On Boarding & Agent Registration.pdf	pdf	6335b9a876c66600081421fa	09/29/2022

background checks				
Inventory procedures	INV102 Inventory Counts -UC.pdf	pdf	6335bb832bb6940008579252	09/29/2022
Inventory procedures	INV103 - Material Transfers, Receiving and Inspections -UC.pdf	pdf	6335bb862bb6940008579266	09/29/2022
Restricting Access to age 21 and older	United Cultivation Restricted Access Plan Revised 5.11.22.pdf	pdf	6335bc1876c666000814289d	09/29/2022
Security plan	UC Security Bolton.pdf	pdf	639b3874a0fd020008dda266	12/15/2022
Storage of marijuana	13_UC Storage of Marijuana UC Retail.pdf	pdf	639b3947a0fd020008dda4f7	12/15/2022
Transportation of marijuana	INV104 Transportation Procedures -UC Retail.pdf	pdf	639b3d1fa0fd020008ddafee	12/15/2022
Energy Compliance Plan	UC Energy Efficiency UC Retail Bolton 12.15.22.pdf	pdf	639b4064a0fd020008ddbd68	12/15/2022
Inventory procedures	INV101 Inventory Control -UC Retail 12.15.22.pdf	pdf	639b41be5225350008495df0	12/15/2022
Dispensing procedures	UC Retail Dispensing Procedures 12.15.22.pdf	pdf	639b43a152253500084960c6	12/15/2022
Quality control and testing	UC Retail LLC Quality Control and Testing 12.15.22.pdf	pdf	639b43a552253500084960da	12/15/2022
Prevention of diversion	7_UC Prevention of Diversion UC Retail 12.15.22.pdf	pdf	639b43aca0fd020008ddc248	12/15/2022
Restricting Access to age 21 and older	UC Retail Restricted Access Plan 12.15.22.pdf	pdf	639b43b2a0fd020008ddc25c	12/15/2022
Personnel policies including background checks	United Cultivation Companies Employee Handbook Fall 2022.pdf	pdf	639b457652253500084963f7	12/15/2022
Personnel policies including background checks	UC Retail Staffing Plan 12.15.22.pdf	pdf	639b460ea0fd020008ddc8a2	12/15/2022
Record Keeping procedures	UC Retail Record Keeping Procedures 12.15.22.pdf	pdf	639b5da4522535000849a94a	12/15/2022
Maintaining of financial records	UC Retail Financial Record Maintenance 12.15.22.pdf	pdf	639b5e75522535000849aaf2	12/15/2022
Qualifications and training	UC Retail Qualifications and Training 12.15.22.pdf	pdf	639b5f01a0fd020008de0f32	12/15/2022
Plan for obtaining marijuana or marijuana products	UC Retail, LLC Attaining MJ Products Plan 12.15.22.pdf	pdf	639b5f99a0fd020008de1241	12/15/2022
Diversity plan	RFI UC Retail Diversity Plan Updated 1.17.23.pdf	pdf	63c6bd745225350008690d23	01/17/2023

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

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: 8:00 AM	Sunday To: 10:00 PM

UC Retail, LLC

Host Community Compliance

Revised
9-29-2022

Plan to Remain Compliant with Local Zoning Codes & Ordinances

Our location of 476 Main Street, Bolton, MA is a compliant location in the Business Zone by way of The Town of Bolton By-Laws. UC Retail, LLC will have a Special Permit for our retail operations. As part of this Special Permit, UC Retail, LLC is subject to all applicable local and state law compliance as it relates to the completion of our establishment via departmental permitting guidelines included, but not limited to, building permit, electrical permit, plumbing and gas permit, fire permit, health department inspection and certificate of occupancy permitting.

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

Town of Bolton Local Licensing Requirements for Adult-Use Marijuana Establishments

Zoning By-Law 250-23.3 Marijuana Establishment.

Special Permit requirements.

(1) Marijuana establishments shall meet the requirements set forth in Bolton's Zoning Bylaw under § 250-23, Business, commercial and industrial regulations, including § 250-23E Special permits for zoning use; § 250-23F Site plan approval process; and § 250-23G Design review criteria. In addition, a special permit application for a marijuana establishment shall include the following:

- (a) The name and address of each owner of the marijuana establishment.
- (b) Copies of all required licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the marijuana establishment, including the Cannabis Control Commission, and any required license from the Town of Bolton Board of Selectmen.
- (c) Evidence that the applicant has site control and the right to use the site for a marijuana establishment in the form of a deed or valid purchase and sales agreement, or, in the case of a lease, a notarized statement from the property owner and a copy of the lease agreement.
- (d) Proposed security measures for the marijuana establishment including lighting, fencing, gates and alarms, etc., to ensure the safety of employees and patrons and to protect the premises from theft or other criminal activity in compliance with 935 CMR 500.110. The applicant shall demonstrate that the marijuana establishment's security plan has been approved by the Police Chief. This plan shall detail all exterior and interior proposed security measures for the premises, including but not limited to: video monitoring and recording, lighting, fencing, and alarms ensuring the safety of employees and to protect the premises from theft or other criminal activity. This plan must provide twenty-four-hour security and monitoring for the marijuana establishment, particularly those portions of the building which are deemed by the Police Chief to be most vulnerable to unauthorized entry and least visible from the public ways.
- (e) A description of all activities to occur on site, including all provisions for the delivery of marijuana products to and/or from the premises.

(f) A waste disposal plan which provides details for disposal of the waste materials in compliance with 935 CMR 500.105(12).

(g) Upon written request from the applicant, the SPGA may waive the submission of such information, or parts thereof, as may not be necessary for the consideration of the application. The SPGA's waiver decision shall be set forth in the written special permit decision.

(2) Each marijuana establishment permitted under this section shall, as a condition of its special permit, file an annual report with the SPGA and the Town Clerk no later than January 31st, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the special permit and appear before the SPGA, if requested by the SPGA.

(3) A special permit granted under this section shall run with the applicant and shall be nontransferrable to another owner or operator without an amendment to the special permit with all application information required in accordance with this section and a noticed public hearing.

G. Abandonment or discontinuance of use.

(1) A special permit granted under this section shall lapse if not exercised within 24 months of issuance.

(2) A marijuana establishment shall be required to remove all material, plants, equipment and other paraphernalia prior to surrendering its state-issued licenses or permits or within six months of ceasing operations, whichever comes first.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 8/4/2022
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

7/20/22 + 7/27/22

b. Name of publication:

BOSTON INDEPENDANT / WORCESTER TELEGRAPH + GAZETTE

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

a. Date notice filed:

7/20/22

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

a. Date notice(s) mailed:

7/20/2022

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




Name of applicant:

UC Retail, LLC

Name of applicant's authorized representative:

Michael Spengler

Signature of applicant's authorized representative:



NOTICE OF COMMUNITY OUTREACH MEETING

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

August 4, 2022 at 6 PM

The Program Room at the Bolton Public Library, 738 Main Street, Bolton, MA 01740


Notice is hereby given that a Community Outreach Meeting for a marijuana retail operation is scheduled for Thursday, August, 4, 2022, at 6PM at The Bolton Public Library (Program Room), 738 Main Street, Bolton, MA 01740.

The meeting is to discuss plans for a marijuana retail establishment to be located at the 476 Main Street, Bolton, MA 01740.

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

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

Thank you.



First Parish Indoor Flea Market... page 4

The Bolton Independent

Volume 1, Issue 4 If it's happening in Bolton, it's in the Independent March 28, 2014 \$1.00 Newsstand Price


Selectmen Approve Most of Warrant


By Nan Shustler

The Board of Selectmen, on March 26, voted their recommendations on most of the articles on the Town Meeting warrant, chewing over some and approving others with little discussion. They saved the budget for their April 3 meeting, when they will be voting to close the warrant.

Vault

with the Advisory Comm-





The Bolton Independent

Media/news company

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About

The Bolton Independent, launched March 7, 2014, is a weekly community paper serving the town and residents of Bolton, MA.

1,282 people like this

1,425 people follow this


<http://www.boltonindependent.com/>

978-897-7869

editor@boltonindependent.com

Media/News Company

Photos



UNITED CULTIVATION

A CANNABIS COMPANY

2

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The Bolton Independent

July 1 at 5:45 PM

This week's edition is at Bolton Orchards and Country Cupboard. The paper will be on Summer Break with NO PRINT PAPERS July 6, 13 and 20. The "Office" will be closed starting today through July 18. Happy Fourth of July!



Order Confirmation

Not an Invoice

Account Number:	803743
Customer Name:	Michael Spengler
Customer Address:	Michael Spengler 601-603 Fitchburg State Road, Ashby MA 01431
Contact Name:	Michael Spengler
Contact Phone:	978-384-2616
Contact Email:	mike@unitedcult.com
PO Number:	

Date:	07/19/2022
Order Number:	7555089
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	31.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO WOR Telegram & Gazette	1	07/22/2022 - 07/22/2022	Public Notices
NEO WOR telegram.com	1	07/21/2022 - 07/21/2022	Public Notices

Total Order Confirmation

\$73.16

Ad Preview

NOTICE OF COMMUNITY OUTREACH MEETING

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August 4, 2022 at 6 PM

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There will be an opportunity
for the public to ask ques-
tions.

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

7/22/2022

Finance Department

Receipt Voucher

Receipt No.	3611665	Receipt Date	7/20/2022	Receipt Amount
Receipt From	Michael Spengler			73.16 \$
Amount	Seventy-three \$ Only			
Cash/Cheque	62D7F504A8333B24 3DB774F27F4DB217 52855385%^% 52097O7555089	Type of Cheque	Card Payment – THANK YOU	
Date of Cheque	7/20/2022	Bank Name		
Details				

Cashier

Fifth Third-7680 ChasePay Credit Cards

Collector	Doc Type	Doc Ref	Doc Date	Customer	Allocation Type	Amount Allocated
Woodrum, Tanya	Order	7555089	7/19/2022	Michael Spengler	Opp	73.16

Page: 1 of 1

Abbreviation	Allocation type
Ip	Invoice Payment
Opp	Order Pre-payment



Town of
Bolton
Massachusetts
Incorporated 1738



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NOTICE OF COMMUNITY OUTREACH MEETING

POSTED ON: JULY 20, 2022 - 10:17AM

NOTICE OF COMMUNITY OUTREACH MEETING

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

August 4, 2022 at 6 PM

The Program Room at the Bolton Public Library, 738 Main Street, Bolton, MA 01740

Notice is hereby given that a Community Outreach Meeting for a marijuana retail operation is scheduled for Thursday, August, 4, 2022, at 6PM at The Bolton Public Library (Program Room), 738 Main Street, Bolton, MA 01740.

The meeting is to discuss plans for a marijuana retail establishment to be located at the 476 Main Street, Bolton, MA 01740.

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

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

Thank you.

Bolton Town Hall, 663 Main Street, Bolton, MA 01740 Ph: (978) 779-2297 Fax: (978) 779-5461

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Kth



TOWN OF BOLTON
ASSESSORS OFFICE
TOWN HALL
663 MAIN STREET
BOLTON, MASSACHUSETTS 01740
PHONE (978) 779-5556 FAX (978) 779-5461

Date of Application 7/18/2004

REQUEST FOR LIST OF ABUTTERS

Effective August 24, 2004, anyone requesting a list of abutters must give at least three (3) working days notice. This notice will allow the Assessors Office sufficient time necessary to prepare the list of Abutters.

Effective July 1, 2004, the fee schedule is \$15 per certified abutters list.

*Please note that these fees apply to preparation of new list or verification or reverification of an existing list.

Please indicate with a check

- ☐ Immediate Abutters (Board of Selectmen)
- ☐ Board of Appeals, Planning Board, Site Plan review - within 300 feet.
- ☐ Conservation Commission within 100 feet or distance = _____ feet
- ☐ Planning Board for sub division - 500 feet
- ☒ Abutter to Abutter within distance of 300' feet

Map 40 Parcel(s) 61

MICHAEL SPENGLER
Applicant (please print)

476 MAIN STREET, BOLTON, MA
Location of Property

[Signature]
Signature of Applicant

601 FITCHBURG STATE ROAD
Mailing Address of Applicant

(978) 866-1154 ()
Telephone Number FAX Number

PLEASE NOTE: THIS ABUTTERS LIST IS VALID FOR SIX MONTHS



300 foot Abutters List Report

Bolton, MA
July 18, 2022

Subject Property:

Parcel Number: 004.D-0000-0061.0
CAMA Number: 004.D-0000-0061.0
Property Address: 476 MAIN ST

Mailing Address:

Abutters:

Parcel Number: 003.D-0000-0021.1
CAMA Number: 003.D-0000-0021.1
Property Address: 75 HUDSON RD E SHOR

Mailing Address:

Parcel Number: 004.D-0000-0005.0
CAMA Number: 004.D-0000-0005.0
Property Address: 0 HUDSON RD

Mailing Address:

Parcel Number: 004.D-0000-0014.0
CAMA Number: 004.D-0000-0014.0
Property Address: 477 MAIN ST

Mailing Address:

Parcel Number: 004.D-0000-0016.0
CAMA Number: 004.D-0000-0016.0
Property Address: 455 MAIN ST

Mailing Address:

Parcel Number: 004.D-0000-0028.0
CAMA Number: 004.D-0000-0028.0
Property Address: 460 MAIN ST

Mailing Address:

Parcel Number: 004.D-0000-0029.0
CAMA Number: 004.D-0000-0029.0
Property Address: 470 MAIN ST

Mailing Address:

Parcel Number: 004.D-0000-0030.0
CAMA Number: 004.D-0000-0030.0
Property Address: 0 MAIN ST

Mailing Address:

Parcel Number: 004.D-0000-0033.0
CAMA Number: 004.D-0000-0033.0
Property Address: 0 MAIN ST

Mailing Address:

Parcel Number: 004.D-0000-0071.0
CAMA Number: 004.D-0000-0071.0
Property Address: 0 MAIN ST

Mailing Address:

As set forth in the Assessor's records as of January 1, 2022.

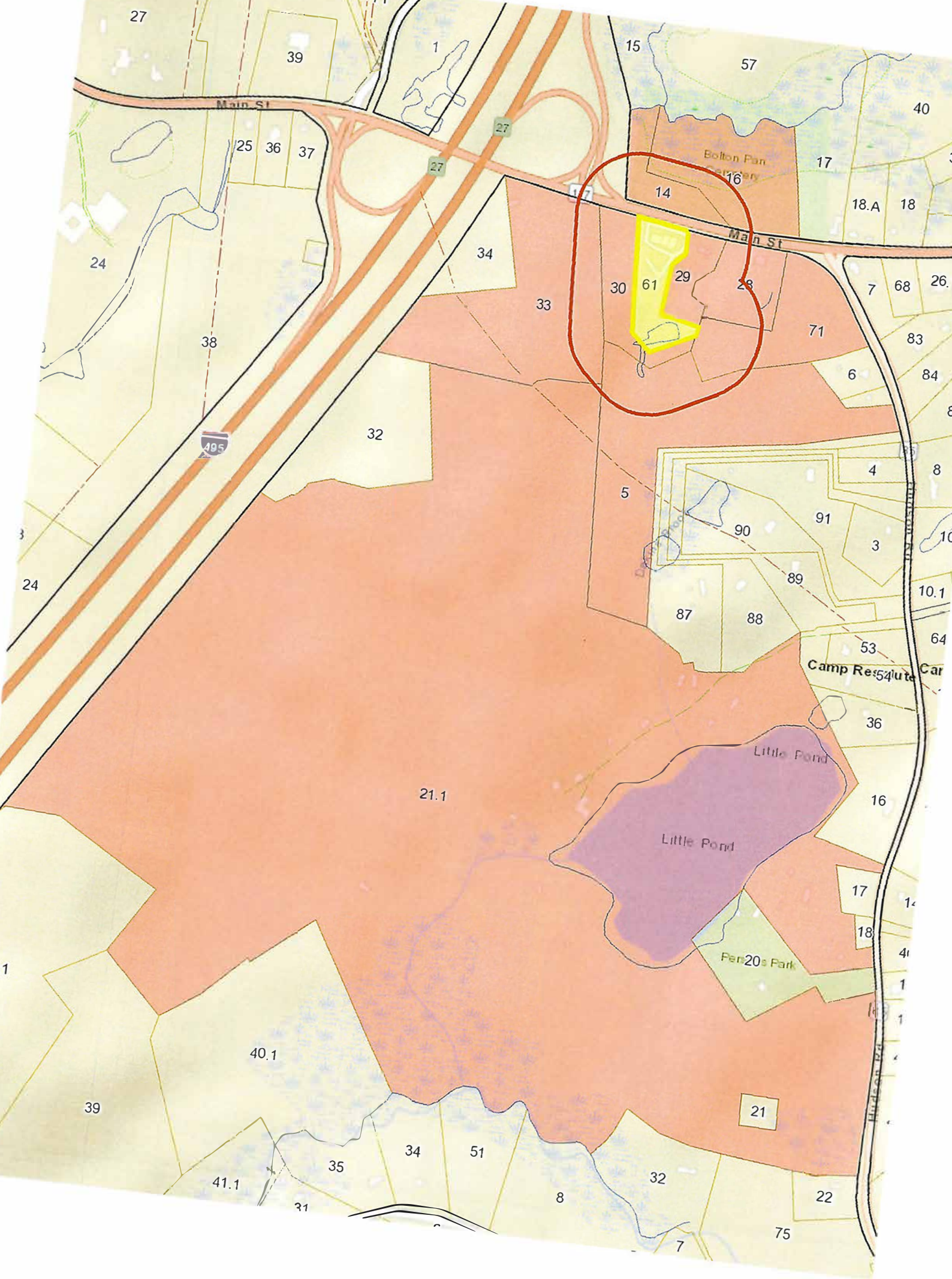
Kelly Garlock
Assistant Assessor



7/18/2022

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 1



Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

UC Retail, LLC

2. Name of applicant's authorized representative:

Michael Spengler

3. Signature of applicant's authorized representative:

Michael Spengler

Digitally signed by Michael Spengler
Date: 2022.09.29 09:41:36 -04'00'

4. Name of municipality:

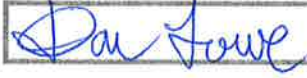
Town of Bolton, MA

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

Don Lowe, Town Administrator



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



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

townadministrator@townofbolton.com

8. Host community agreement execution date:

7/14/20



Plan to Positively Impact Areas of Disproportionate Impact

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

Goals

1. Reduce the barriers to entry in the commercial adult-use cannabis industry for the residents of Fitchburg, MA by having at least 15% of our employees residing in this area of disproportionate impact.
2. Provide business assets towards endeavors in Fitchburg, MA that will have a positive impact on the members of its community. Business assets will come in the form of monetary donations, matching fundraising funds on behalf of such efforts, and United Cultivation employees' time in support of these efforts.

Programs

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

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

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

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

Plan Review Timeline

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

Plan Measurement Criteria

Disproportionate Impact Review: Calculated by dividing the numbers of employees residing in the City Fitchburg, MA by the total number of employees of United Cultivation, LLC.

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

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

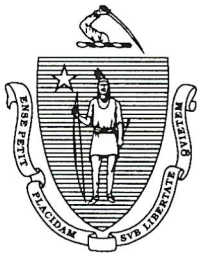
In addition to tracking and documenting the number of employees hired, retained, and promoted from disproportionate impact areas, United Cultivation will use the below log to capture all activities associated with our Positive Impact Plan.

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

Acknowledgements

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

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



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

William Francis Galvin
Secretary of the
Commonwealth

August 19, 2022

TO WHOM IT MAY CONCERN:

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

UC RETAIL, LLC

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

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

I also certify that the names of all managers listed in the most recent filing are: **UNITED CULTIVATION LLC**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001517140

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

2a. Location of its principal office:

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

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

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

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

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	UNITED CULTIVATION LLC	601 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	UNITED CULTIVATION LLC	601 FITCHBURG STATE ROAD ASHBY, MA 01431 USA

9. Additional matters:

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

STEFFANI BOUDREAU

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

June 30, 2021 03:47 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT
OF
UC RETAIL, LLC

Effective as of September 3, 2021

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OPERATING AGREEMENT

OF

UC RETAIL, LLC

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

RECITALS

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

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

ARTICLE 1. ORGANIZATIONAL MATTERS

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

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

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

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

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

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Covered Units” means any Class B Units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. CAPITAL

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

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

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

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

3.5 Capital Accounts.

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

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

3.6 Allocations.

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

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

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

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

3.9 Issuance of Additional Units.

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

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

ARTICLE 4. DISTRIBUTIONS

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

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

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

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

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

4.2 Tax Distributions.

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

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

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

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

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

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

ARTICLE 5. RIGHTS AND DUTIES OF MEMBERS; MANAGEMENT

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

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

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

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

5.4 Meetings of Members.

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

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

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

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

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

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

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

5.6 Managers.

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

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

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

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

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

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

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

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

5.11 Tax Matters

(a) Partnership Representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.13 Indemnification.

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

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

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

5.14 Preemptive Rights.

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

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

ARTICLE 6. TRANSFER OF UNITS

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

6.2 No Transfer if Adverse Tax Consequences. Notwithstanding anything contained herein to the contrary, no interest as a Member of the Company shall be transferred if, by reason of such transfer, the classification of the Company as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes. Further, no interest as a Member of the Company shall be transferred if such transfer would result in a termination of the Company under Code § 708 without the Approval of the Managers.

6.3 Substituted Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. DISSOLUTION; CONTINUATION

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

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

ARTICLE 8. GENERAL PROVISIONS

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

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

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

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

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

If to the Company:

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

with copy to:

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

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

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

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

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

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

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

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

8.11 Change in Circumstances.

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

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

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

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

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

8.13 Maintenance of Books. The Managers shall cause the Company to keep just and true books of account with respect to the operations of the Company. Such books shall be maintained at the principal place of business of the Company, or at such other place as the Managers shall determine. Within one hundred and twenty (120) days after the end of each fiscal year of the Company, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year.

[Signatures Appear on Next Pages]

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

COMPANY:

UC RETAIL, LLC

By: _____

Michael Spengler, Manager

SCHEDULE I

MEMBERS

[illegible]

MANAGERS

Name and Address of Managers	
Michael Spengler	

APPENDIX A

Tax Matters

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. CAPITAL ACCOUNTS

2.1 Maintenance.

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

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

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

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

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

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

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

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

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

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

2.2 Revaluation of Company Property.

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

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

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

2.4 Transfer of Units.

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

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

ARTICLE 3. ALLOCATION OF BOOK INCOME AND LOSS

3.1 Book Income and Loss.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 Other Allocations.

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

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

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

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

ARTICLE 4. ALLOCATION OF TAX ITEMS

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

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

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

ARTICLE 5. OTHER TAX MATTERS

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

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

5.3 Treatment of Certain Distributions.

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

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

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

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



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1116912576
Notice Date: September 29, 2022
Case ID: 0-001-724-090



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

United Cultivation, LLC

Plan to Obtain Liability Insurance

Revised
3-30-2022

Plan to Obtain Liability Insurance

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

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

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

A copy of our current insurance policy follows:

COMMERCIAL GENERAL LIABILITY DECLARATIONS

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

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

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

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

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

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

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

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

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

UC Retail, LLC

Business Plan Brief

Revised
9-29-2022

Overview

United Cultivation, LLC was formed in November of 2018 as a privately-held, start-up company seeking to establish itself as a leader in the blossoming Massachusetts marijuana industry. In 2021, United Cultivation executed a COO and CON exercise where we broke our existing licenses into separate entities. This application is for a newly planned retail location in Bolton, MA under our UC Retail, LLC entity.

Mission

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

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

Objectives

The objectives of United Cultivation, LLC are as follows:

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

Keys to Success

The keys to success for United Cultivation are:

- Attaining Cultivator, Product Manufacturer, and Retail "commence operations" licensing from the Cannabis Control Commission within the Commonwealth of Massachusetts.
- Establishing and maintaining strong standard operational procedures to ensure predictable yield, product availability, and organizational efficiency.
- Successful onboarding of agents that can complement existing strengths of leadership and future team members.

- Embracing of performance analytics to ensure operational efficiencies and a continuous improvement mindset within business operations.
- Establishing and maintaining executable sales and marketing strategies to ensure service excellence for customer base expansion and retention.

Business Address Information

Pertinent address information for UC Retail's operations:

Principal Office & Facility Address:

601 Fitchburg State Road, Ashby, MA 01431

Facility Overview

UC Retail has entered into a lease or purchase agreement with Main Street Bank for our third retail location. The address for this location is 476 Main Street, Bolton, MA.

Exterior View:



Host Community Agreement

UC Retail, LLC entered into a Host Community Agreement with the Town of Bolton on July 19, 2022.

Type of Licenses

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

- UC Cultivation, LLC: Marijuana Cultivator (Indoor): MC282106
- UC Cultivation, LLC: Marijuana Cultivator (Outdoor): MC283608
- UC Product Manufacturing, LLC: Marijuana Product Manufacturer: MP281666
- UC Retail, LLC: Marijuana Retailer: MR282633

Marketing



UNITED CULTIVATION

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

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

Building the United Cultivation Team

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

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

Staff Acquisition Process

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

New Employee Screening

It is critical for the security of United Cultivation that only the most qualified, credible, and talented people are hired to help avoid workplace theft, fraud or violence. It is equally important for United Cultivation to conduct background screening on agents or volunteers who have access to United Cultivation's property or represent United Cultivation. Knowing the background of these workers is required to protect the integrity of United Cultivation, as well as the safety of our customers. Therefore, this work force needs will be screened with the same due diligence as any other agent. Human Resources will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application.

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

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

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

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

Registration of Marijuana Establishment Agents

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

To be suitable for registration, each individual shall:

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

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

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

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

CORI Requirements

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

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

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

Agent Registration Card Validity

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

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

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

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

Void Registration Cards

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

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

Suitability Standard for Registration as a United Cultivation Agent

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

For purposes of determining suitability based on background checks:

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

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

Table B:

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

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

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

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

Restricting Access to Age 21 Or Older

Purpose

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

Scope

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

Prerequisites

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

Responsibilities

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

Procedure

All employees and registered agents must be 21 year of age or older pursuant to 935 CMR 500.025 or 500.30.

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

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

On-Premises Verification of Identification

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

Enclosed, Locked Area

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

Visitor Protocols

Summary of visitor protocols:

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

References

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

Reporting

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

Energy Efficiency & Conservation Commitment

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

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

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

As we enter into the architectural review process with a firm set of business plans, UC Retail will effort to do the following:

- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable.
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage).
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 935 CMR 500.105(15)

Lastly, because this retail location is in Bolton, MA, we now have the opportunity to enlist energy efficiency programing from National Grid. We have already been connected via National Grid to Tony Castro from Complete Energy Services and we have had our initial site visit to discuss the programs available. The following are copies of our recent communication.

Michael Spengler

From: Michael Duffy <mduffy@cescorp.com>
Sent: Thursday, September 29, 2022 6:03 PM
To: Michael Spengler; Tony Castro
Subject: Re: Small Business Energy Efficiency Opportunities

Greetings Michael, thank you for reaching out.

Tony Castro, copied on this email will contact you to coordinate the assessment.

Tony,

Please let me know when scheduled.

Have a great night!

Regards,

Michael Duffy
Complete Energy Services
407 South Street East
Unit A2
Raynham, MA 02767
Work: 833.237.2677 X111
Cell: 774.222.3730
www.cescorp.com



From: Michael Spengler <mike@unitedcult.com>
Date: Thursday, September 29, 2022 at 1:22 PM
To: "info@completeenergyservices.com" <info@completeenergyservices.com>
Subject: FW: Small Business Energy Efficiency Opportunities

Hello,

See below for request sent to NG. Can you review and advise on support?

Thank you.

Mike

Michael Spengler

United Cultivation, LLC
www.unitedcult.com

From: INFO - NGCDO <info@ngcdo.com>
Sent: Thursday, September 29, 2022 1:08 PM
To: Michael Spengler <mike@unitedcult.com>
Subject: RE: Small Business Energy Efficiency Opportunities

Hello,

Bolton MA is handled by a company called Complete Energy Services. They can assist you in the energy efficiency offers from National Grid.

Complete Energy Services
407 South Street East
Raynham, MA 02767
833.237.2677
<https://www.cescorp.com/>

Erin Mignosa
Project Coordinator, Small Business Services
RISE
1341 Elmwood Avenue | Cranston, RI 02910
Office: 401.784.3700 x 6116 | Mobile: 401.489.3301
emignosa@riseengineering.com

From: Michael Spengler <mike@unitedcult.com>
Sent: Thursday, September 29, 2022 11:51 AM
To: INFO - NGCDO <info@ngcdo.com>
Subject: Small Business Energy Efficiency Opportunities

CYBERSECURITY WARNING: This email is sent from outside of RISE Engineering.
DO NOT click links or open attachments unless you recognize the sender and have verified the content is safe.

Hello,

My company will be leasing a retail space in the Town of Bolton. We are interested in learning if there are any programs we can participate in as it relates to energy efficiency plans for our space. It is approximately 2,000 square feet and we will be going through a renovation of the space. We intend to use LED lighting in the space but wasn't sure if there were any other products or suggestions you could recommend. In addition, I wasn't sure if there were any programs offered for commercial business in Bolton. The address is 476 Main Street, Bolton, MA Units 3&4. Please let me know. Thank you.

Mike

COMPLETE ENERGY SERVICES



ELECTRIC • GAS WATER • ALTERNATIVE

407 South Street East, Unit A2
Raynham, MA 02767
[E] tcastro@cescorp.com
[W] www.cescorp.com

Tony Castro
Energy Efficiency Specialist
[P] 833.237.2677
[C] 978.869.8608

From: [Michael Spengler](#)
To: [Tony Castro](#)
Subject: RE: Follow Up
Date: Friday, October 28, 2022 8:03:00 AM

Why don't I wait until I have the schematics on the lighting plan and we can reconnect. I realize that is probably a needed item at this point.

M

Michael Spengler
United Cultivation, LLC
www.unitedcult.com

From: Tony Castro <tcastro@cescorp.com>
Sent: Thursday, October 27, 2022 4:47 PM
To: Michael Spengler <mike@unitedcult.com>
Subject: Re: Follow Up

Hey Michael no problem! Do you have any lighting plans yet? Or did you want us to come up with something for you?

Regards,

Tony Castro
Complete Energy Services
407 South Street East
Unit A-2
Raynham, MA 02767
Work: 833.237.2677 X115
Cell: 978.869.8608
www.cescorp.com

On Oct 24, 2022, at 11:45 AM, Michael Spengler <mike@unitedcult.com> wrote:

Hi Tony,

I just wanted to drop a quick note and thank you for the time last week at the 476 Main Street in Bolton. Please let me know what the best next steps are. Thank you.

Mike

Document ID	Title Quality Control and Testing	Print Date XX/XX/2022
Revision 0.0	Prepared By UC Retail	Date Prepared
Regulation Standard: 935 CMR 500.000	Approved By Michael Spengler	Date Approved 05/XX/2022

Policy: It is the policy of UC Retail it is the responsibility of each department to ensure that they have quality control protocols and standards in place when working with Marijuana and Marijuana Products.

Purpose: To provide guidance on quality control over the products grown and produced at our facility.

Scope: The scope of this is procedure is for all employees throughout the facility.

Procedure:

1.0 QUALITY CONTROL PLAN OVERVIEW

- 1.1 UC Retail is committed to cultivating healthy, high quality, and disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, and pesticides are the biggest threat to a marijuana cultivation facility and its products. UC Retail is committed to utilizing Best Management Practices for the prevention and treatment of possible contaminants using the safest and least invasive means.
- 1.2 UC Retail will also implement an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems at our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of our cultivation facility. UC Retail will utilize best industry practices when it comes to quality control and product testing.
- 1.3 Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 501.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.
- 1.4 All products that UC Retail will produce, and sell will be tested in accordance with the regulations and this policy. UC Retail will not sell or otherwise market marijuana for adult use that has not passed proper testing. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

2 SANITATION

- 2.0 Any employee whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements and with the requirements for food handlers.
 - 2.1 Any UC Retail agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. 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.
 - 2.2 UC Retail hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in the greenhouse and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
 - 2.3 UC Retail will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
 - 2.4 UC Retail will ensure that litter and waste is properly removed and 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 will be maintained in an adequate manner;
 - 2.5 UC Retail greenhouse floors, and walls will be constructed in such a manner that they may be adequately kept clean and in good repair;
 - 2.6 UC Retail will have adequate safety lighting;
 - 2.7 UC Retail buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
 - 2.8 UC Retail will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will 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 will be designed of material and workmanship as to be adequately cleanable;
 - 2.9 All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require UC Retail to demonstrate the intended and actual use of any toxic items found on the premises;
 - 2.10 UC Retail will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable.
-

- 2.11 UC Retail plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations on-site.
- 2.12 Plumbing will properly convey sewage and liquid disposable waste from the site. There will be no cross- connections between the potable and wastewater lines;
- 2.13 UC Retail will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- 2.14 UC Retail will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
- 2.15 UC Retail will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
- 2.16 UC Retail will partner with a vehicle and transportation marijuana transporter approved by the Cannabis Control Commission.

3 CONTAMINATION CONTROL

- 3.0 All entrance and exit doors into the greenhouses are self-closing.
- 3.1 Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
- 3.2 Traps for monitoring: If needed, small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
- 3.3 Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the “Marijuana Waste” container located in each cultivation area. This container must be impervious and covered at all times.
- 3.4 At the end of every day, the “Marijuana Waste” container must be emptied, and the contents transferred to the vault until marijuana waste can be destroyed properly.
- 3.5 All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste.
- 3.6 At the end of every day these containers are emptied, and the contents removed and placed in the appropriate containers to await pickup.
- 3.7 Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 3.8 All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are held and stored in an area away from production, processing and storage areas to protect against contamination of marijuana.

4 RECALLS

- 4.0 UC Retail will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by UC Retail to remove defective or potentially defective

marijuana products from the market, as well as any action undertaken to promote public health and safety.

- 4.1 Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

5 HANDLING AND PROCESSING OF MARIJUANA IN A SANITARY MANNER

- 5.0 UC Retail will process marijuana in a safe and sanitary manner. UC Retail will process the leaves and flowers of the female marijuana plant only, which will be:

- a. Well-cured and generally free of seeds and stems;
- b. Free of dirt, sand, debris, and other foreign matter;
- c. Free of contamination by mold, rot, other fungus, pests and bacterial diseases; satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments;
- d. Prepared and handled on food-grade stainless steel tables with no contact with UC Retail or an Agent's bare hands; and
- e. Packaged in a secure area.

6 PERSONNEL

- 6.0 Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
- 6.1 Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
- 6.2 UC Retail will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health of the Commission.
- 6.3 UC Retail Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.

- a. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.

6.4 UC Retail Agents shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness:

6.5 Grooming:

- a. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- b. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
- c. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- d. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- e. Wash hands only in hand sinks designated for that purpose.
- f. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

6.6 Proper Attire:

- a. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.

- b. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- c. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- d. Wear gloves when handling products or product ingredients that will not be heated-treated.
- e. Wear gloves when packaging products.
- f. Change disposable gloves as often as hand washing is required. Wash hands before donning and after discarding gloves.

6.7 Hair Restricts and Jewelry

- a. Wear a hairnet or bonnet in any food/product production or processing area so that all hair is completely covered.
- b. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- c. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

6.8 Cuts, Abrasions, and Burns:

- a. Bandage any cut, abrasion, or burn that has broken the skin.
- b. Cover bandages on hands with gloves and finger cots and change as appropriate.
- c. Inform supervisor of all wounds. iv.

6.9 Smoking, eating, and gum chewing:

- a. UC Retail premises is a smoke free facility.
- b. No smoking or chewing tobacco shall occur on the premises.
- c. Employees will eat and drink in designated areas only. A closed beverage container may be used in the cultivation and production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.

- d. Employees will refrain from chewing gum or eating candy during work in a food/product production or processing area.

7 TRAINING

- 7.0 UC Retail will provide training and training opportunities to all of its employees. In addition to required training, UC Retail will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, and Good Manufacturing Practices.
- 7.1 All employees will be trained on basic plant safety prior to or during the first day of employment:
 - a. Basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
- 7.2 All employees engaging in the trimming or packaging will be trained or certified in a nationally accredited Food Handler Program (i.e., ServSafe).
- 7.3 Provide staff with at least bi-annual training on plant safety and Good Manufacturing Practices.
- 7.4 Monthly in-service training.
- 7.5 Require at least one manager to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
- 7.6 Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety training.
- 7.7 Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
- 7.8 Document the content of all training sessions and attendance.

8 TESTING

- 8.0 UC Retail will only have marijuana that has passed the required testing at a Licensed Testing Lab.
- 8.1 All marijuana will be tested in accordance with the testing requirements outlined in 935 CMR 725.160 and the "Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries" published by the DPH.
- 8.2 We will contract with a Licensed Independent Testing Laboratory for the purposes of "Quality Control Testing."

- 8.3 Our quality control testing will be used to ensure that the products we are producing have passed testing.
- 8.4 The quality control tests will help us to ensure that our products are contaminant-free.
- 8.5 UC Retail plans to use an Accredited by International Organization for Standardization (ISO) Testing Laboratory and will ensure the testing lab has been licensed by the Commission prior to UC Retail contracting them for any testing services.
- 8.6 This testing lab will pick up and transport our testing samples to and from their lab.
- 8.7 UC Retail will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105.
- 8.8 Any and all excess marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning marijuana to UC Retail for disposal or by the Independent Testing Laboratory disposing of it directly.
- 8.9 UC Retail will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- 8.10 The product must be deemed to comply with the standards required under 935 CMR 500.160.
- 8.11 Required testing includes:
- a. Cannabinoid Profile
 - b. Contaminants as specified by the Department including, but not limited to:
 - c. Mold
 - d. Mildew
 - e. Heavy metals
 - f. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
 - g. Bacteria
 - h. Fungi
 - i. Mycotoxins
- 8.12 UC Retail will maintain the results of all testing for no less than one year.
- 8.13 If a marijuana product fails the laboratory testing, it will be quarantined and stored away from other product and the Commission and the Source Marijuana establishment will be notified immediately. UC Retail will submit to the Commission upon their request, any information regarding contamination. The entire batch of the product will be quarantined and not sold. If through a re-test of the product, it is determined

that there is no contamination, the product may be removed from quarantine status and sold.

- 8.14 Marijuana and marijuana products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.
- 8.15 Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.
- 8.16 UC Retail policy of responding to laboratory results that indicate contaminant levels are above acceptable limits include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch.
- 8.17 Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- 8.18 Testing of UC Retail environmental media will be performed in compliance with any and all requisite regulatory protocols.
- 8.19 The environmental media UC Retail will be using will be tested prior to initial use, quarterly and each time new source is used.
- 8.20 UC Retail will maintain testing results in compliance with all regulatory requirements and the UC Retail recordkeeping policies and will maintain the results of all testing for no less than one year.
- 8.21 Testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

9 PROCEDURE FOR BATCH TESTING

- 9.0 UC Retail Agents must prepare batches for testing to ensure there are sufficient remains for future testing, and the Agent will work with the intended lab to ensure random samples from each grow batch are tested without interference from the facility.
- 9.1 The sample shall be weighed, RFID scanned, and all data shall be recorded in Metrc prior to being removed from the secured curing area.
- 9.2 The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of sample through a statistical approach. In addition to testing for contaminants, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following:
 - a. THC, THCa, CBD, CBDa, and CBN
- 9.3 Under no circumstances shall cannabis batches awaiting contamination results and active ingredients analysis be included in a cannabis product or sold to any Marijuana Establishment.

- 9.4 As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for manufacturing, packaging, and labeling for transport or sale to another Marijuana Establishment.
- 9.5 An electronic copy of all test results will be filed by UC Retail. All lab reports are provided to the Vice President of Cannabis Operations and the Compliance Manager and are uploaded to the cloud server. Lab results are also entered into Metrc.

10 **RESPONDING TO FAILED LABORATORY RESULTS**

- 10.0 UC Retail will notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch and submit information regarding contamination immediately upon request by the Commission.
- 10.1 UC Retail will notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
- 10.2 The notification shall be from both UC Retail and the Testing Facility directly. The notification shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

11 **SOLID GROWING MEDIA TESTING**

- 11.0 UC Retail media will be tested in compliance with Commission protocols.
- 11.1 Soil for cultivation will meet the ATSDR Environmental Media Evaluation Guidelines (EMEG) for residential soil levels and limits any pesticide residues, until such time that the Commission identifies an alternate federal standard for soil for cultivation.
- 11.2 All soils and solid growing media will be sampled and analyzed initially prior to use for cultivation of cannabis, and at least annually, or quarterly if the soil is amended.
- 11.3 Specifically, all source soils or solids will be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source. Samples will be taken from 5% of individual containers.
- 11.4 Sample collection documentation will identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination.
- 11.5 Agents performing sampling will use decontaminated sampling tools and equipment to ensure that samples are not contaminated.
- 11.6 All instructions from the analyzing laboratory will be followed in the transportation of samples.
- 11.7 Laboratory analysis will be performed by a laboratory that is Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a

signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement; or certified, registered, or accredited by an organization.

- 11.8 Source soils will be sampled and analyzed prior to use in cultivation, at least quarterly, whenever a new source material is utilized; or at a rate of one sample per cubic yard of source soil or, when collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).

12 WATER TESTING

- 12.0 Water Quality Test(s) – UC Retail will perform water quality tests every six (6) months, at a minimum.
- 12.1 A water sample will be sent to a water testing laboratory where an analysis of the water will be performed to determine what, if any, substances are in the water.
- 12.2 A record of all water quality tests will be maintained on-site at the licensed premises within a file labeled “Water Quality Tests”.
- 12.3 Reverse Osmosis of Water (RO System) – All water utilized for cultivation operations will run through a state-of-the-art Reverse Osmosis (RO) water filtration system to ensure all contaminants have been removed from the water.
- 12.4 The RO system will be designed according to the water quality test that will be performed at the facility as well as the RO system being designed to be able to adequately purify and supply the proper amounts of water for daily operations.
- 12.5 As growers of cannabis, the facility carefully monitors total dissolved solids (TDS) which is the amount of solids dissolved in the water or any other solution that can’t be removed with a standard filter.
- 12.6 Electrical Conductivity (EC) is the measure of a solution’s ability to conduct an electrical current. TDS/EC meters have two electrodes that, when placed in the water or nutrient solution, pass AC voltage between them.
- 12.7 The amount of current that passes through the solution indicates the conductivity of the solution. The meter reads this current and converts it to a display that will allow you to either read the EC or TDS (parts per million, ppm) of the water or solution.
- 12.8 By determining the baseline TDS of our fresh water, we can later determine the strength of the nutrient solution we are going to mix. For example, if the tap water starts with a TDS of 600 ppm, and the fertilizer of choice suggests a dosage strength of 1200 ppm, we will know that the total TDS should come out to 1800 ppm. If we didn’t know the baseline, we might stop at a TDS of 1200 ppm and, by doing so, give our marijuana plants only half of the required nutrients.
- 12.9 The pH (potential of Hydrogen) of our water or any other solution is the measure of its acid or alkali levels.
- 12.10 When a solution has equal levels of acid and alkali molecules, then the solution is pH neutral.

- 12.11 The pH scale runs from 0.0 to 14.0 where 7.0 is neutral, less than 7.0 is acidic, and levels above 7.0 are alkaline or base/basic solutions.
- 12.12 Depending on the growing medium used, we want to stay in the slightly acidic range of 5.5 to 6.5.
- 12.13 To keep our growing medium and root zone at the correct pH, you need to keep the water or nutrient solution you are using at the correct pH. Contaminants in the water — whether naturally occurring, added by your municipal water supplier, or added when you mix in nutrients and fertilizers — will all affect the pH and may need to be corrected.
- 12.14 All filter changes, cleaning, and lab reports must be inserted into the Water Quality Testing Notebook, with copies provided to the Director of Facilities and management.
- 12.15 UC Retail will receive the most recent water analysis tests and keep them on file ensuring the water analysis test passes all requirements outlined in the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”*.

References:**A. 935 CMR 500.000: ADULT USE OF MARIJUANA.****Obtaining Copies of the Adult Use of Marijuana Code**

Adult Use Marijuana Code can be found at

<https://mass-cannabis-control.com/wp-content/uploads/2018/11/935cmr500.pdf>

Revision History:

Revision	Date	Description of changes	Requested By
0.0	00/00/0000	Initial SOP Release	

Restricting Access to Age 21 Or Older

Purpose

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

Scope

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

Prerequisites

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

Responsibilities

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

Procedure

All employees and registered agents must be 21 year of age or older pursuant to 935 CMR 500.025 or 500.30.

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

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

On-Premises Verification of Identification

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

Enclosed, Locked Area

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

Visitor Protocols

Summary of visitor protocols:

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

References

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

Reporting

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



The United Cultivation Family of Companies

UC Retail, LLC

UC Cultivation, LLC

UC Product Manufacturing, LLC

Employee Handbook September 15, 2022

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

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

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

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

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

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

All the best,

Michael Spengler

Chief Executive Officer

United Cultivation, LLC

1.2 At-Will Employment

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

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

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

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

2.0 Introductory Language and Policies

2.1 About the Company

United Cultivation, LLC was formed in November of 2018 as a privately-held, start-up company seeking to establish itself as a leader in the blossoming Massachusetts marijuana industry. Our operating business units will evolve from adult-use recreational retail sales into cultivation and product manufacturing. Our goal is to become the most preferred, vertically integrated marijuana establishment in the Commonwealth of Massachusetts within our first two years of operations.

2.2 Mission Statement

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

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

2.3 Ethics Code

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

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

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

2.4 Revisions to Handbook

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

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

3.0 Hiring and Orientation Policies

3.1 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present

acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with United Cultivation, LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager.

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

3.2 State Registration Of Agents Policy

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

To be suitable for registration, each individual must:

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

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

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

CORI Requirements

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

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

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

Agent Registration Card Validity

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

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

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

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

Void Registration Cards

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

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

Suitability Standard for Registration as a United Cultivation Agent

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

For purposes of determining suitability based on background checks:

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

of the Licensee; and

- Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 803 CMR 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

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

3.3 New Hires and Introductory Periods

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

3.4 EEO Statement and Nonharassment Policy

Equal Opportunity Statement

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

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against team members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

Policy Against Workplace Harassment

United Cultivation, LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national

origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

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

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

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

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

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

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Michael Spengler, CEO, 978-866-1154, mike@unitedcult.com, or your direct manager.

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

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

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

State and Federal Remedies

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

EEOC Boston Office

Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203

Phone: 800-669-4000

Fax: 617-565-3196

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://publicportal.eeoc.gov/portal/>

MCAD

Address: 1 Ashburton Place, Suite 601, Boston, MA 02108

Phone: 617-994-6000

TTY: 617-994-6196

Alternative Languages: 617-994-6196

Email: mcad@mass.gov

Fax: 617-994-6024

3.5 Religious Accommodation

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

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

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

3.6 Pregnant Workers Fairness Act Notice

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

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

3.7 Disability Accommodation

United Cultivation, LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

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

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

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

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

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

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

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

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

3.8 Conflicts of Interest

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

3.9 Employment of Relatives and Friends

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

3.10 Job Descriptions

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

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

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

3.11 Training Program

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

State Mandated Responsible Vendor Training

All United Cultivation, LLC Agents involved in the handling and sale of Marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program for United Cultivation, LLC to be designated a "Responsible Vendor."

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

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

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

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

The Basic Core Curriculum shall cover the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training shall include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Patient registration cards currently and validly issued by the Commission;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of twenty-one in violation of M.G.L. c. 94G, § 13.

4.0 Wage and Hour Policies

4.1 Introduction to Wage and Hour Policies

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

4.2 Attendance

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

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

4.3 Pay Period

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

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

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

4.4 Paycheck Deductions

United Cultivation, LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, state taxes, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt team members may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.5 Wage Disclosure Protection

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

- Require, as a condition of employment, that you refrain from inquiring about, discussing, or disclosing your wages or the wages of other team members.
- Discharge or in any other manner retaliate against you because you:
 - Opposed any act or practice that conflicts with this policy;
 - Made or indicated an intent to file a complaint or otherwise cause to be instituted any proceeding regarding your rights under this policy;
 - Testified or are about to testify, assist, or participate in any manner in an investigation or proceeding regarding your rights under this policy; or
 - Disclosed your wages or inquired about or discussed the wages of other team members.

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

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

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

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

4.6 Recording Time

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

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

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

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and

clock out no later than five minutes after you actually stop working.

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

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

4.7 Overtime

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

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

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

4.8 Meal and Rest Periods

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

4.9 Accommodations for Nursing Mothers

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

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

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

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

4.10 Direct Deposit

United Cultivation, LLC requires all team members to enroll in direct deposit and you will be provided an application form. After enrollment, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.11 Job Abandonment

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

5.0 Performance, Discipline, Layoff, and Termination

5.1 Standards of Conduct

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

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

Examples of inappropriate conduct include:

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

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

5.2 Open Door/Conflict Resolution Process

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

If you believe there is inappropriate conduct or activity on the part of the Company, management, its team members, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your

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

5.3 Criminal Activity/Arrests

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

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

5.4 Immediate Dismissal

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

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

5.5 Disciplinary Process

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

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

5.6 Outside Employment

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

termination.

5.7 Performance Improvement

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

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.8 Exit Interview

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

5.9 Post-Employment References

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

5.10 Resignation Policy

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

Notice

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

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

Final Pay

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

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

Return of Property

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

6.0 General Policies

6.1 Personal Data Changes

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

6.2 Security

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

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

6.3 Key & Access Cards

Introduction

This policy clarifies the issuance and accountability for all keys and access or identification cards which provide admittance to the Company and contents. Employees may receive keys and cards from Security department.

Policy Statement

This policy is established to provide employees with information and to institute the Company's authority to audit and regulate the issuance, transfer, and returns of all keys and building access cards under the keyed and access controlled system for the Company. This policy outlines the responsibilities of personnel, as well as the holders of keys and access or identification cards. This policy applies to any individual who has been granted authorized access to Company property. All employees are responsible for the keys and access cards assigned to them. It is the intent of the Company that all buildings shall be locked outside of normal working hours to maximize the security of the buildings, occupants, and building contents.

All keys, access cards, and identification cards are to be turned in to the Security Office at the end of each and every employees shift.

Authorized Locks, Keys, and Access Cards

The installation, changing, or removal of locks shall be performed only by the Human Resource department. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damages or repairs resulting from the removal of unauthorized locks will be the responsibility of the department if found in violation of this policy.

All keys and building access cards are Company property. The Human Resource department is the only authorized supplier for Company keys and cards. No person shall knowingly possess an unauthorized key or access card for the Company.

Lost or Stolen Keys and Cards

In the event a key is lost or stolen, the appropriate employee/manager responsible for the door associated with the lost key will determine if rekeying needs to occur. Costs associated with the rekeying will be paid by the employee. Fees for keys not returned are the responsibility of the employee. Negligence or repetitive loss of keys may incur costs to the employee.

A new identification card will be issued to replace a lost or stolen card. A fee will be charged to replace lost or stolen identification cards. There is no fee for replacement cards due to name changes.

It is every employee's responsibility to report lost or stolen keys/access cards immediately (within 24 hours of discovery) to their manager.

Duplication or Lending Prohibited

Duplicating or lending keys and cards is prohibited. If an individual lends their key or card to anyone or makes a duplicate so that others can gain access to Company property, they may be subject to disciplinary action from their supervisor and loss of access

6.4 Workplace Privacy and Right to Inspect

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

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

6.5 Confidentiality

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

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

6.6 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, United Cultivation, LLC team members are required to protect the confidentiality of Company

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

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

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

6.7 Whistleblower Policy

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

Employee Rights

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

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

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

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

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

Where to Report

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

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

Protection from Retaliation

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

6.8 Inspections Policy

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

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

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

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

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

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

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

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

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

6.9 Use of Company Technology

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

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

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

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

under applicable law.

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

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

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

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

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

Violations

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

6.10 Computer Security and Copying of Software

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

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

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

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

6.11 Personal Cell Phone/Mobile Device Use

While United Cultivation, LLC permits team members to bring personal cell phones and other mobile devices (i.e. smart

phones, tablets, laptops) into the workplace, use of such devices is prohibited while performing job function as they will interfere with your job duties and could impact workplace safety and health.

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

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

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

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

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

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

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

6.12 Social Media

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

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

Guidelines

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

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

Know and Follow the Rules

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

up to and including termination.

Be Respectful

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

Maintain Accuracy and Confidentiality

When posting information:

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

Using Social Media at Work

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

Media Contacts

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

Retaliation and Your Rights

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

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

6.13 Third Party Disclosures

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

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

contact is made, contact the CEO.

6.14 Personal Appearance

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

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

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

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

6.15 Dress Code

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

The Company will make available a line of "employee-only" shirts that, when combined with pants (or jeans) and close-toed shoes, are to be considered the Company uniform and are to be worn at all times while working. Hats, shorts, skirts, athletic pants, and leggings are not considered acceptable apparel.

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

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

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

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

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

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

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

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

6.16 Nonsolicitation/Nondistribution Policy

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

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

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

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

Violations of this policy should be reported to your Manager.

6.17 Authorization for Use of Personal Vehicle

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

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

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.18 Driving Record

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

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

6.19 Bulletin Boards

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

6.20 Employer Sponsored Social Events

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

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

7.0 Benefits

7.1 Exempt Personnel

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

7.2 Nonexempt Personnel

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

7.3 Regular Full-Time Personnel

Regular full-time team members are those who have completed their introductory period and are regularly scheduled to work 37 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to team members at United Cultivation, LLC are for regular full-time team members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.4 Regular Part-Time Personnel

All team members who work fewer than 37 hours per week are considered part time. Part-time team members are not eligible for United Cultivation, LLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.5 Paid Sick Leave (Accrual Method)

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

Eligibility

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

Reasons for Leave

Sick leave may be taken for the following reasons:

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

Family member means:

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

Accrual and Usage

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

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

Notice

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

Documentation

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

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

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

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

Payment upon Termination

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

Interaction with Other Leave

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

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

Retaliation

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

7.6 Paid Family and Medical Leave

United Cultivation, LLC provides time off to eligible team members who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

Reasons for Leave

Beginning January 1, 2021, PMFL may be taken for the following reasons:

- The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave).
- To care for your own serious health condition (Medical Leave).
- To care for a family member who is a covered service member (Family Leave).
- For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

Beginning July 1, 2021, PMFL may be taken to care for a family member with a serious health condition (Medical Leave).

Family member means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor child; or your grandchild, grandparent, or sibling.

Covered service member means:

- A member of the armed forces, including a member of the National Guard or Reserves, who is:
 - Undergoing medical treatment, recuperation, or therapy;
 - Otherwise in outpatient status; or
 - Is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**
- A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:
 - A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or
 - A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a health care provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

Leave Usage

Beginning January 1, 2021, eligible team members may take up to 26 total weeks total of family and medical leave.

Individually, the law provides:

- Up to 12 weeks of paid family leave in a leave year:
 - For the birth, adoption, or foster care placement of a child; or
 - Due to a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes you to be unable to perform the functions of your position.
- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

Beginning July 1, 2021, eligible team members may also take up to 12 weeks of paid family leave in a leave year to care for a family member with a serious health condition.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take family or medical leave.

Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's, serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and the Company agree.

Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with the Company in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Company's operations, subject to the approval of your health care provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

Claims

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to the Company prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website (<https://www.mass.gov/guides/what-is-paid-family-and-medical-leave#-how-can-i-apply-for-paid-leave-massachusetts-benefits?>), from your Direct Manager, or a member of the Human Resource Department. You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

Continuation of Health Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML leave, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML leave, you will be responsible for remitting your portion of health premiums to the Company in order to ensure continuation of benefits.

Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority credit as of the date of leave. However, the Company reserves the right to deny reinstatement if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

Benefit Amount

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

Substitution of Accrued Paid Leave

Employees or covered individuals who are approved for paid leave benefits may choose to use accrued paid time off rather than receive a paid benefit under the PFML regulations. Employees or covered individuals may not be compensated with PFML benefits for any period of time for which they received compensation through the use of accrued paid leave. The use of paid time off will run concurrently with the leave period provided under PFML.

Retaliation

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

7.7 Vacation

United Cultivation, LLC provides team members with paid vacation.

Eligibility

All full-time regular team members are eligible to receive vacation time upon completion of the introductory period.

Deposits Into Your Leave Account

Vacation is calculated according to your work anniversary year.

The amount of vacation received each year is based on your length of service and is granted in a lump sum on a schedule determined by the Company up to a maximum annual grant as shown below:

- First and second year of employment: 1 week annually.
- Third through fifth year of employment: 2 weeks annually.

- Over five years of employment: 3 weeks annually.

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

Leave Usage and Requests for Leave

Company encourages you to use your vacation time. You are eligible to begin using vacation upon completion of your introductory period.

You must request vacation from your Manager as far in advance as possible, but at least 2 weeks in advance. The Company will generally grant requests for vacation when possible, taking business needs into consideration. When multiple team members request the same time off, their seniority may determine priority in scheduling vacation times.

You must take vacation in increments of at least 4 hours.

During a Leave of Absence

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

Carryover

You may not carry over unused vacation to the following year. Any unused vacation will be forfeited at the end of the calendar year.

Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused vacation time.

7.8 Health Insurance

United Cultivation, LLC offers group health insurance benefits to all eligible full-time team members who have completed (90) days of employment. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Human Resource department after your first 60 days of employment.

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

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

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

7.9 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible United Cultivation, LLC team members and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

7.10 Workers' Compensation Insurance

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

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

7.11 Voting Leave

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

7.12 Military Leave (USERRA)

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

7.13 Parental Leave

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

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

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

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

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

7.14 Jury Duty Leave

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

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

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

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

7.15 Crime Victim and Witness Leave

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

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

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

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

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

7.16 Bereavement Leave

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

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

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

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

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

8.0 Safety and Loss Prevention

8.1 General Safety

It is the responsibility of all United Cultivation, LLC team members to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.2 Workplace Violence

As the safety and security of our team members, vendors, contractors, and the general public is in the best interests of United Cultivation, LLC, we are committed to working with our team members to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the CEO.

8.3 Drug and Alcohol Policy

United Cultivation, LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits team members from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription

medication that is not prescribed to the individual, or drug-related paraphernalia.

- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against team members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.4 Workplace Smoking

United Cultivation, LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its team members and clients. Smoking or vaping in any area inside of the building, in close proximity to the exterior of the building, or in potential view of the general public or our clients is prohibited.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Michael Spengler, CEO

United Cultivation, LLC

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the United Cultivation, LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the CEO of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by United Cultivation, LLC.

If I have any questions about the content or interpretation of this handbook, I will contact the CEO.

Signature

Date

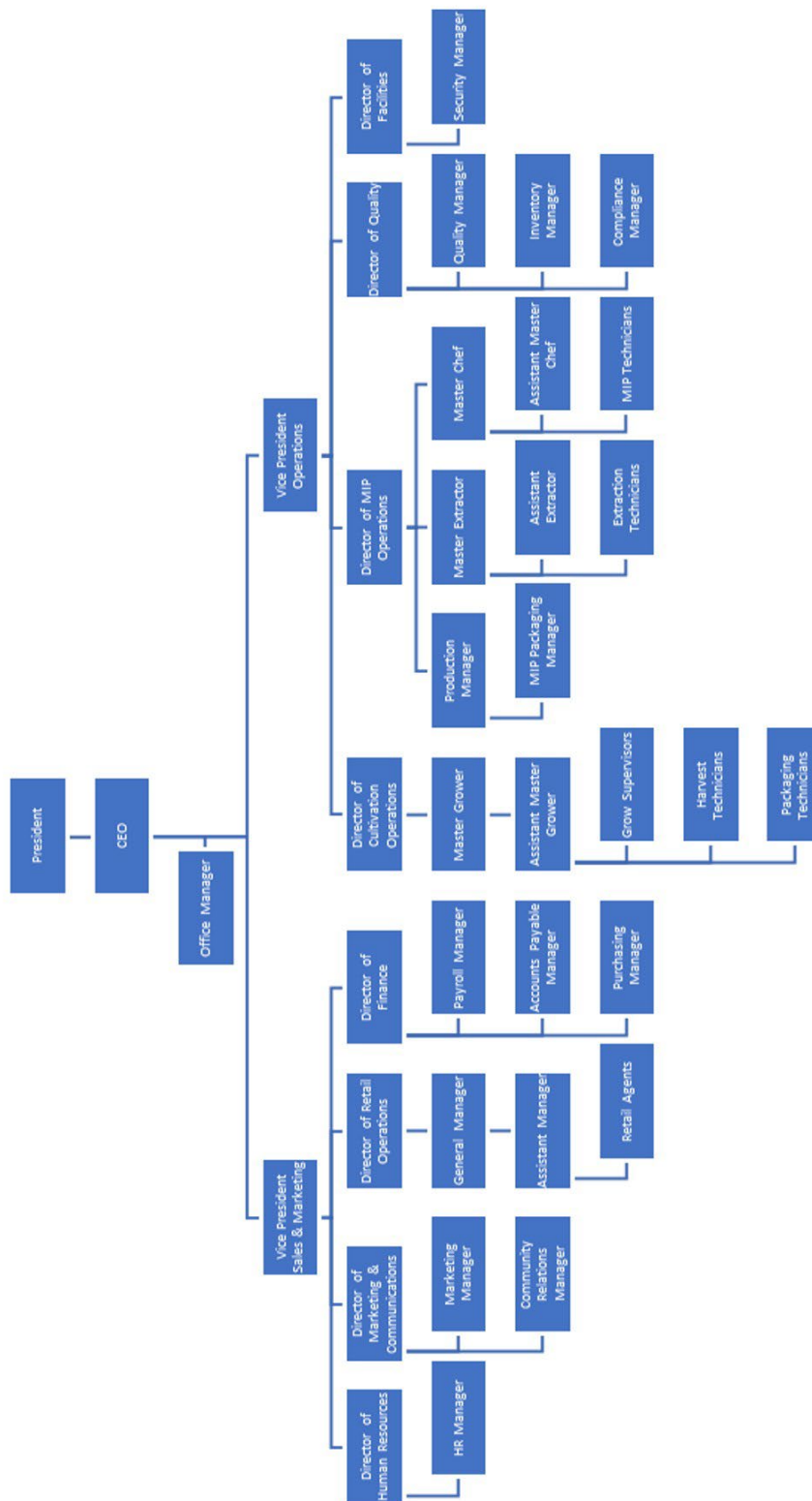
Print Name

Staffing Plan

The staffing plan is based on business plan assumptions and best practices and may be adjusted by in accordance with actual operating needs. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resources department and will always include performing a criminal background check on the selected candidate to determine eligibility for hire, new hire orientation and training only upon successful registration and completion of the probationary period.

Positions will only be filled according to the established protocols.

UC Retail Proposed “Vertically Integrated” Organizational Chart



Key Position Overview

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

Executive Level

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

Leadership Level

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

Managerial Level

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

Job Descriptions

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

Vice President Sales & Marketing

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

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

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

Responsibilities:

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

Required Skills and Qualifications:

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

Vice President Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

Director of Human Resources

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

Responsibilities:

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

Required Skills and Qualifications:

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

Director of Marketing & Communication

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

Responsibilities:

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

Required Skills and Qualifications:

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

Director of Finance

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

Responsibilities:

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

Required Skills and Qualifications:

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

Director of Quality

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

Responsibilities:

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

Required Skills and Qualifications:

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

Director of Facilities

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

Responsibilities:

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

Required Skills & Qualifications:

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

HR Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Marketing Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Community Relations Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Payroll Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Accounts Payable Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Purchasing Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Quality Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Inventory Manager

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

Required Skills & Qualifications:

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

Compliance Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Security Manager

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

Responsibilities:

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

Required Skills & Qualifications:

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

Director of Retail

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

Responsibilities:

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

Required Skills and Qualifications:

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

General Manager, Retail Operations

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

Responsibilities:

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

Required Skills and Qualifications:

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

Assistant General Manager, Retail Operations

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

Required Skills & Qualifications:

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

Retail Agent

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

Responsibilities:

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

Required Skills and Qualifications:

- Exceptional Customer Service skills.
- Desire to learn about our products and marijuana therapies.
- Knowledge of basic computer skills, Point of Sale software and cash management is a plus.
- Strong attention to detail and a team-player mentality.
- Fun attitude and strong work ethic.
- Understanding of applicable federal, state and local laws and regulations as they pertain to the industry, personnel law, safety regulations, local municipal codes and organizational rules, regulations, directives and standard operating procedures.
- Responsible for dispensing duties and helping customers find the right product for their needs.
- Handles products and assists customers; may also be in charge of inventory.
- Must have excellent people skills and a high level of knowledge regarding marijuana products.

Director of Cultivation Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

Master Grower, Cultivation Operations

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

Responsibilities:

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

Required Skills and Qualifications:

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

Assistant Master Grower, Cultivation Operations

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

Responsibilities:

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

Requires Skills & Qualifications:

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

Grow Supervisor, Cultivation Operations

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

Responsibilities:

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

Requires Skills & Qualifications:

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

Harvest Technician, Cultivation Operations

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

Required Skills and Qualifications:

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

Packaging Technician, Cultivation Operations

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

Responsibilities:

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

Required Skills and Qualifications:

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

Director of MIP Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

Production Manager, MIP Operations

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

Responsibilities:

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

Required Skills and Qualifications:

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

MIP Packaging Manager, MIP Operations

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

Responsibilities:

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

Required Skills and Qualifications:

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

Master Extractor, MIP Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

Assistant Extractor, MIP Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

Extraction Technician, MIP Operations

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

Required Skills and Qualifications:

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

Master Chef, MIP Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

Assistant Master Chef, MIP Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

MIP Technician, MIP Operations

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

Responsibilities:

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

Required Skills & Qualifications:

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

UC Retail, LLC

Record Keeping Procedures Overview

Revised
11-24-2021

Introduction

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

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

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

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

Compliance with Regulations

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

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

Electronic Inventory System

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

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

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

Requirements

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

UC Retail will maintain, at a minimum, the following categories of records:

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

Additional record requirements include:

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

Policies

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

Equipment & Backup Systems

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

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

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

Personnel Records

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

1. Job description of each agent;
2. A personnel record for each agent.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel Policies and procedures to include, at a minimum:
 - a. A code of ethics;
 - b. A whistle-blower policy; and
 - c. a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link and includes provisions prohibiting discrimination and providing reasonable accommodations.
5. All background check reports obtained in accordance with 935 CMR 500.030;
6. All materials submitted to the Cannabis Control Commission;
7. A copy of their Cannabis Control Commission issued registration;
8. Documentation of verification of references;
9. The job description or employment contract that includes a description of duties, authority, responsibilities, qualifications, and supervision;
10. Documentation of all training received by the agent and the signed statement of the agent indicating the date, time, and place the training was received and the topics discussed;
11. The name and title of trainers; and
12. Documentation of periodic performance evaluations and a record of any disciplinary action taken.

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

Independent Testing Laboratory Reports

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

Product Disposal Records

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

quantity disposed of; the manner of disposal; the reason for disposal; and the origination of the waste, if applicable.

UC Retail will keep waste records for at least three years.

Records Loss

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

Incident Records

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

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

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

Records Maintenance

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

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

UC Retail, LLC

Maintenance of Financial Records Policy

Revised
12-15-2022

Maintenance of Financial Records Policy

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

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

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

As it relates to Financial Records, UC Retail will maintain records in accordance with generally accepted accounting principles and will maintain, at a minimum, the following categories of records:

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

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

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

Additional Regulatory Compliance for 935 CMR 500.101(1)

- We will not utilize software or other methods to manipulate or alter sales data.
- If we determine that software or other methods have been installed/utilized to manipulate or alter sales data: we will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.
- We will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- We will adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

- We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data
- We will maintain records that it has performed the monthly analysis.

Document ID	Title Qualifications and Training	Print Date XX/XX/2022
Revision 0.0	Prepared By UC Retail	Date Prepared
Regulation Standard: 935 CMR 500.000	Approved By Michael Spengler	Date Approved 05/XX/2022

Policy: It is the policy of UC Retail that we provide exceptional training for all employees to boost their job qualifications.

Purpose: The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and all agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

Scope: This procedure applies to all UC Retail employees.

Responsibilities:

Definitions:

Procedure:

1.0 MARIJUANA ESTABLISHMENT AGENTS

- 1.1 All UC Retail board members, directors, employees, contract employees, executives, managers or volunteers will register with the Commission as an Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.
- 1.2 The minimum requirements to become a UC Retail Marijuana Establishment Agent ("Agent") are:
 - 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 other Jurisdictions; and
 - c. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

2 JOB DESCRIPTIONS

- 2.0 UC Retail will develop a job description for all positions related to any Agent providing services with the company.
- 2.1 While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications depending on the required duties. (See Staffing Plan for additional information regarding job descriptions.)

2.2 Pursuant to 935 CMR 500.105(2)(a) we will ensure all UC Retail Agents complete training prior to performing job functions.

2.3 Training will be tailored to the role and responsibilities of the job function.

3 EMPLOYEE ORIENTATION

3.0 Training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training will include, but not be limited to;

- a. Code of Ethics;
- b. Marijuana Regulations;
- c. Security and Safety;
- d. Emergency Procedures/Disaster Plan;
- e. Diversion of Marijuana;
- f. Terminable Offences;
- g. Confidential Information;
- h. Whistleblower Policy;

3.1 All contract employees or employees will be required to know UC Retail employment policies including but not limited to;

- a. Alcohol, smoke and drug-free workplace;
- b. Equal Employment Policy;
- c. Anti-Harassment and Sexual Harassment Policy;
- d. Americans with Disability Act;
- e. Employee Assistance Policy; and
- f. Diversity Plan

4 ON THE JOB TRAINING

4.0 After the initial training(s) are completed, Agents will be trained on job specific areas depending on their duties. This training will be done in a classroom setting, online or computerized, on the job training ("OJT") or through external training platforms.

4.1 All UC Retail Agents will receive a minimum of 8 hours of training annually.

4.2 UC Retail will record, maintain, and store 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 the employee received said training and the topics discussed, including the name and title of presenters.

4.3 These records will be stored in the Agents Personnel File.

4.4 Training records will be retained by UC Retail for at least one year after the Agents'

termination.

- 4.5 Within 90 days of hire, UC Retail will require all its Agents to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor.”
- 4.6 After the responsible vendor designation is applied, each UC Retail owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
- 4.7 UC Retail will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
- 4.8 All UC Retail Agents responsible for tracking and entering product into the Seed-to-sale program (Metrc) will receive training in a form and manner determined by the Commission.
- 4.9 UC Retail will provide training and training opportunities to its employees.
- 4.10 In addition to required training, UC Retail will require advanced training to our employees in the areas of safety and security, marijuana science or other areas then enhance the Company’s, and our Agents safety.

5 FOOD SAFETY TRAINING

- 5.0 All Agents who handle marijuana or marijuana products will be trained on basic food safety prior to or during the first day of employment.
- 5.1 UC Retail will include basic food safety training as part of new employee orientation, as required based upon their position:
 - a. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - b. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - c. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
- 5.2 All employees engaging in the processing or packaging of Marijuana will be trained and certified in:
 - a. SERVSAFE Massachusetts Allergen Training Program
 - b. SERVSAFE Food Handler Program
- 5.3 Cultivation staff will receive bi-annual in-service training on food safety, including food allergy awareness.
- 5.4 All Managers in cultivation, processing and packaging will be trained as a Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally

accredited food safety certification course.

References:**A. 935 CMR 500.000: ADULT USE OF MARIJUANA.****Obtaining Copies of the Adult Use of Marijuana Code**

Adult Use Marijuana Code can be found at

<https://mass-cannabis-control.com/wp-content/uploads/2018/11/935cmr500.pdf>

B. 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.**Obtaining Copies of the Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements**

Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements Code can be found at

<https://www.mass.gov/files/documents/2017/09/11/105cmr300.pdf>

C. FOOD AND DRUG ADMINISTRATION (FDA) FOOD CODE

The Food and Drug Administration publishes the *Food Code*, a reference that guides retail outlets such as restaurants and grocery stores and institutions such as nursing homes on how to prevent food borne illness.

Local, state and federal regulators use the FDA *Food Code* as a model to help develop or update their own food safety rules and to be consistent with national food regulatory policy. Also, many of the over 1 million retail food establishments apply *Food Code* provisions to their own operations.

Obtaining Copies of the FDA Food Code

2001 *Food Code* can be found at

<http://www.fda.gov/food/guidanceregulation/retailfoodprotection/foodcode/default.htm>

D. 105 CMR 590.000: STATE SANITARY CODE CHAPTER X - MINIMUM SANITATION STANDARDS FOR FOOD ESTABLISHMENTS.**Obtaining Copies of the State Sanitary Code**

State Sanitary Code Code can be found at

<https://www.mass.gov/files/documents/2018/10/09/105cmr590.pdf>

Revision History:

Revision	Date	Description of changes	Requested By
0.0	00/00/0000	Initial SOP Release	

Diversity Commitment

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

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

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

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

Goals

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

Programs

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

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

Measurement Timeline

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

Plan Measurement Criteria

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

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

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

Advertising

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

Recruitment & Selection

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

Retention & Progression

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

Acknowledgements

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

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