

Labor Peace Agreement

KUSHMART JERSEY LLC ("the Company") and the United Food and Commercial Workers Union ("the Union") hereby agree to the following terms:

- **Neutrality and Non-Disparagement.** The Company agrees to take a neutral approach to unionization of workers, meaning that the Company, which also includes any managers, agents, and representatives, will neither help nor hinder the Union's organizing effort, including making any statement or taking any action that directly or indirectly indicates or implies any opposition to workers selecting the Union as their collective bargaining representative, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. This includes the Company refraining from making negative comments or otherwise demean by word or action the Union, Union representatives, or unionization. The Union agrees to refrain from exercising its rights to picket, handbill and engage in other economic activities against the Company's facilities or operations; however, if the Company recognizes another union as the bargaining representative of any workers, the union's obligation will automatically cease to apply to those workers' facilities or operations.
- **Bargaining Unit:** The Union will notify the company of the facilities and/or operations for which the union seeks to invoke this agreement's unionization process and, in this notice, the Union will designate the bargaining unit. The Union is not limited in the number of times it can provide such notice and invoke this agreement's unionization process for any of the Company's employees.
- **Access.** The Company grants the Union and its Union representatives access onto the Company's premises during working hours to speak with bargaining unit employees during non-working time, including meal periods and rest breaks. The Company will cooperate with the Union in making arrangements to permit these conversations to be held in areas where the employees will be able to speak to the Union representatives without monitoring by the Company.
- **Meeting.** At the Union's request, the Company will conduct a meeting on a mutually agreeable date(s) and time(s) with all of the bargaining unit employees. At the meeting, the Company will tell the employees that it is neutral, does not object to their talking to and supporting the Union, and will negotiate a collective bargaining agreement (CBA) with the Union if a majority of the bargaining unit employees designate the Union as their collective bargaining representative. Union representatives will attend the

meeting and, after the Company has introduced them and left the meeting, the Union representatives will talk with the employees about the Union.

- Contact information. At the Union's request, the Company shall furnish to the Union the names, job classifications, home addresses, cell phone numbers, home phone numbers and email addresses, if known, of the bargaining unit employees (collectively, "contact information"). The Company further agrees thereafter to provide updated worker contact information, as reasonably requested by the Union.
- Recognition. When a majority of bargaining unit employees designate the Union as their collective bargaining representative, the Company will recognize the Union as the exclusive representative of the bargaining unit, provided that the Union may assign jurisdiction and representation rights to any of its affiliates. At either party's request, a neutral third party may confirm majority authorization. The Company and the Union will comply with all requirements necessary to obtain certification of the Union as the exclusive bargaining representative of these employees.
- Elections. The Company waives the right under the National Labor Relations Act to file any petition with the National Labor Relations Board for any election in any bargaining unit subject to this agreement by itself or as part of a larger unit, and agrees to refrain from directly or indirectly supporting any such petition. If any election petition is filed, the Company agrees that, at the Union's request, the Company will enter into a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations under the terms the union determines. The Company waives the right to file any unfair labor practice charge related to or based on this agreement, the Union's demand for recognition under this agreement, the Union's election, or any other matter related thereto, and further agrees to refrain from directly or indirectly assisting with or supporting any such unfair labor practice charge.
- Bargaining. Within 20 days from the date of recognition, the parties will begin good faith bargaining for a CBA covering the bargaining unit. If the Union and Company are unable to agree to a collective bargaining agreement within 90 days of commencement of negotiations, the parties agree that either the Company or the Union may require that all open provisions and issues be submitted to final and binding interest arbitration per the subsection titled herein "Arbitration." The arbitrator shall be guided by the: (i) Company's size, type of business, and financial ability; and (2) the employees' ability to sustain themselves, their families and dependents on the wages, hours, and benefits they earn from the Company, and the living wage for their family size and region, as indicated in the MIT Living Wage Calculator (<http://livingwage.mit.edu/>).
- Arbitration. The parties agree that final and binding arbitration will be the exclusive remedy for any alleged violations of this Agreement and any dispute or claim arising from or relating to the interpretation or application of any provision of this Agreement. Unless they promptly agree on an arbitrator, the parties will proceed to expedited arbitration using the American Arbitration Association's rules and procedures.

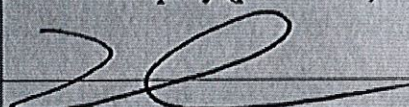
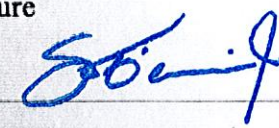
The arbitrator is authorized to compel the attendance of witnesses and the production of documents at the arbitration hearing, and to award appropriate monetary, injunctive and declaratory relief. The parties agree not to challenge the arbitrator's decision in court and consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice. Company waives the right to challenge any aspect of this agreement before the NLRB, any other state or federal government agency, or any court.

- Successorship, affiliated companies and subcontractors. This agreement will be binding on the parties' successors and assigns, including all purchasers of the Company's assets or business, and in the event of a merger. This agreement is also binding on any and all corporations, partnerships, organizations and sole proprietorships affiliated with or related to the Company's business activities. If the Company intends to subcontract any work performed by bargaining unit employees, the Company agrees to require the subcontractor, in writing, to comply with this agreement.

- Severability. If any provision of this Agreement is held illegal, void or invalid under any applicable law, the parties will meet and confer to amend the provision to make it legal, valid and binding, and the remaining provisions of this Agreement will remain binding and enforceable according to their terms and the parties' intent.

- Term of Agreement. The term of this agreement is 3 years from the date of this agreement. The term will renew for additional 1-year terms unless and until either party gives the other written notice no sooner than 60 days and no later than 30 days prior to the expiration.

- Confidentiality. The Company and Union agree that all terms and conditions of this agreement are confidential and proprietary between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate this agreement, as required by law or court order, or as mutually agreed upon in writing prior to disclosure.

KUSHMART JERSEY LLC	
For the Company (print name)	For the Union (print name)
	SAM FERRAINO, JR. President
Signature	Signature
4/19/22	
Date	Date
KUSHMART JERSEY LLC	4/19/22

Company/Company name	Phone
1521 KENNEDY BLVD, JERSEY CITY NJ 07305	856-767-4001, ext 318
Address	

973-495-7615

Phone



Sam Ferraino, Jr., *President*

Tim Terifay, *Secretary-Treasurer*

UNITED FOOD & COMMERCIAL WORKERS UNION – AFL-CIO

April 19, 2022

To Cannabis Regulatory Commission:

The United Food and Commercial Workers International Union proudly represents the interests of over 1.3 million workers in the United States and Canada. Local 360 specifically represents close to 10,000 workers located throughout New Jersey and the surrounding area. Our diligent work is integral to ensuring access to quality jobs for the citizens of this great state and throughout the country.

Additionally, our work would not be possible without the support of industry participants who share our strong commitment to the fair treatment of workers in New Jersey. We have been in extensive discussions with Kushmart Jersey, LLC and we believe that they will be a productive and contributing member of the New Jersey community. In furtherance of their commitment to quality employment opportunities, Kushmart Jersey, LLC recently signed a neutrality agreement with our union, ensuring that their workers have access to comprehensive representation and fair compensation.

As you are aware, the burgeoning adult use cannabis industry has the opportunity to provide a large number of employment opportunities to the citizens of New Jersey. Kushmart Jersey, LLC has been a supportive partner to Local 360 and if granted a license, we believe that Kushmart Jersey, LLC will be a valuable asset to the local community. They have proven themselves to be a strong supporter of fair employment practices and community development and we look forward to working with them going forward.

Local 360 strongly supports Kushmart Jersey, LLC's application for licensure as an adult use cannabis facility in New Jersey. With their emphasis on providing best-in-class products and services, we look forward to the potential for a long and productive partnership that will provide real, lasting benefits to the citizens of New Jersey.

Sincerely,

Sam Ferraino, Jr.
President
UFCW Local 360

SF/tl