



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281909
Original Issued Date: 02/16/2021
Issued Date: 02/09/2023
Expiration Date: 02/16/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Twisted Growers LLC

Phone Number: 203-269-3971
Email Address: Dominick@DeMartinolInvestments.com

Business Address 1: 415 Millenium Circle	Business Address 2:
Business City: Lakeville	Business State: MA
Business Zip Code: 02347	
Mailing Address 1: 415 Millenium Circle	Mailing Address 2:
Mailing City: Lakeville	Mailing State: MA
Mailing Zip Code: 02347	

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: 50	Percentage Of Control: 50
Role: Manager	Other Role:

First Name: Dominick	Last Name: DeMartino	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: 50	Percentage Of Control: 50	
Role: Manager	Other Role:	
First Name: Dennis	Last Name: Karjanis	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:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Dominick	Last Name: DeMartino	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$10000	Percentage of Initial Capital: 50
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Dennis	Last Name: Karjanis	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$10000	Percentage of Initial Capital: 50
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Dominick	Last Name: DeMartino	Suffix:
Marijuana Establishment Name: Twisted Growers LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Lakeville	Marijuana Establishment State: MA	

Individual 2

First Name: Dennis	Last Name: Karjanis	Suffix:
Marijuana Establishment Name: Twisted Growers LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Lakeville	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS
Establishment Address 1: 415 Millennium Circle

Establishment Address 2:

Establishment City: Lakeville

Establishment Zip Code: 02347

Approximate square footage of the Establishment: 24000

How many abutters does this property have?: 10

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Twisted Growers - HCA Certification.pdf	pdf	5ef6055972a76f6c05997e3a	06/26/2020
Community Outreach Meeting Documentation	Twisted Growers Outreach Meeting Recording.pdf	pdf	5f2a0554ead5bc6434e3a3db	08/04/2020
Plan to Remain Compliant with Local Zoning	Twisted Growers - Zoning.pdf	pdf	5f2a06910f92b46881fadfa1	08/04/2020
Community Outreach Meeting Documentation	Twisted Growers - Community Outreach.pdf	pdf	5f2afc3230ca0a689030e69a	08/05/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Twisted Growers - PIP - RFI 08.04.20.pdf	pdf	5f2afc8aead5bc6434e3a592	08/05/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Dominick

Last Name: DeMartino Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Dennis

Last Name: Karjanis Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Date generated: 01/08/2024

Page: 3 of 6

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Twisted Growers - Articles of Organization.pdf	pdf	5ef60780d1a4246bfac27519	06/26/2020
Bylaws	Twisted Growers - Operating Agreement.pdf	pdf	5ef60798df8b336bef40a3dc	06/26/2020
Department of Revenue - Certificate of Good standing	Twisted Growers - Department of Revenue Certificate of Good Standing.pdf	pdf	5ef6081c1807fa7aabfdc11d	06/26/2020
Secretary of Commonwealth - Certificate of Good Standing	Twisted Growers - Sec. of State Certificate of Good Standing.pdf	pdf	5ef60825bda1197ad793c16d	06/26/2020
Secretary of Commonwealth - Certificate of Good Standing	Twisted Growers - DUA.pdf	pdf	5efa2ed9df8b336bef40aa04	06/29/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Twisted Growers_SoC COGS 12.8.2022.pdf	pdf	639cbfa852253500084b1d02	12/16/2022
Department of Revenue - Certificate of Good standing	Twisted Growers_DOR COGS 12.19.2022.pdf	pdf	63a0938752253500084ce78b	12/19/2022
Department of Unemployment Assistance - Certificate of Good standing	Twisted Growers_DUA Attestation 12.19.22.pdf	pdf	63a0938952253500084ce79f	12/19/2022

Massachusetts Business Identification Number: 001352989

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Twisted Growers - Business Plan.pdf	pdf	5ef60858a075ed6c1b90a631	06/26/2020
Plan for Liability Insurance	Twisted Growers_Plan for Obtaining Liability Insurance.pdf	pdf	63912a3452253500084044a8	12/07/2022
Proposed Timeline	Twisted Growers_Proposed Timeline.pdf	pdf	63ab4f64a0fd020008e8e373	12/27/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Types of products Manufactured.	Twisted Growers_Types of Products Manufactured.pdf	pdf	6391287f5225350008404136	12/07/2022
Method used to produce products	Twisted Growers_Method Used to Produce Products (PM).pdf	pdf	63912886522535000840414a	12/07/2022
Sample of unique identifying	Twisted Growers_Samples of Unique	pdf	6391288ba0fd020008d4bbdb	12/07/2022

marks used for branding	Identifying Marks Used for Branding.pdf			
Restricting Access to age 21 and older	Twisted Growers_Plan for Restricting to Age 21 and Older.pdf	pdf	639128aca0fd020008d4bbf2	12/07/2022
Security plan	Twisted Growers_Security Plan.pdf	pdf	639128b1a0fd020008d4bc06	12/07/2022
Prevention of diversion	Twisted Growers_Prevention of Diversion.pdf	pdf	639128b7a0fd020008d4bc1a	12/07/2022
Storage of marijuana	Twisted Growers_Storage of Marijuana.pdf	pdf	639128bd5225350008404164	12/07/2022
Transportation of marijuana	Twisted Growers_Transportation of Marijuana.pdf	pdf	639128c35225350008404178	12/07/2022
Inventory procedures	Twisted Growers_Inventory Procedures.pdf	pdf	639128cfa0fd020008d4bc34	12/07/2022
Quality control and testing	Twisted Growers_Quality Control and Testing (PM).pdf	pdf	639128d9a0fd020008d4bc48	12/07/2022
Personnel policies including background checks	Twisted Growers_Personnel Policies Including Background Checks.pdf	pdf	639128e35225350008404192	12/07/2022
Record Keeping procedures	Twisted Growers_Recordkeeping Procedures.pdf	pdf	639128e752253500084041a6	12/07/2022
Maintaining of financial records	Twisted Growers_Maintaining of Financial Records.pdf	pdf	639128eda0fd020008d4bc5f	12/07/2022
Qualifications and training	Twisted Growers_Qualifications and Training.pdf	pdf	639128f2a0fd020008d4bc73	12/07/2022
Energy Compliance Plan	Twisted Growers_Energy Compliance Plan (PM).pdf	pdf	639128f952253500084041ba	12/07/2022
Safety Plan for Manufacturing	Twisted Growers_Product Manufacturing Safety Plan.pdf	pdf	63912900a0fd020008d4bc8a	12/07/2022
Plan to Obtain Marijuana	Twisted Growers_Plan for Obtaining Marijuana (PM).pdf	pdf	63912907a0fd020008d4bc9e	12/07/2022
Diversity plan	Twisted Growers - Diversity Plan.pdf	pdf	63adb215a0fd020008eb117e	12/29/2022

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 Agree

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Goal: Twisted Growers LLC ("Twisted Growers") plans to hire 50% of its employees that are Massachusetts residents and at least half of those who have had prior drug convictions, as part-time and/or full-time employees.

Update: At this time, Twisted Growers has not yet commenced the hiring process. At such time that it does, it will seek to fulfill this goal through the following programs:

TG plans to begin posting monthly advertisements on Lakeville's: Wicked Local news site (Lakeville.wickedlocal.com), The Taunton Daily Gazette local newspaper, as well as the SouthCoastToday.com website servicing Lakeville, Freetown & Middleboro, stating that TG is specifically seeking Massachusetts residents 21 years of age and older, who have past drug convictions for part-time and/or full-time employment who have an interest in the commercial adult-use cannabis industry.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Twisted Growers LLC ("Twisted Growers") has not yet commenced the hiring process. At such time that it does, it will do so in full compliance with the Diversity Plan approved by the Commission.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Twisted Growers - No Responsive Records.pdf	pdf	6391182ca0fd020008d4ac78	12/07/2022

Name of Item: N/A Item Type: Flower

Item Description: N/A

HOURS OF OPERATION

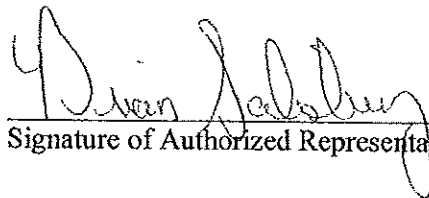
Monday From: 8:00 AM	Monday To: 5:00 PM
Tuesday From: 8:00 AM	Tuesday To: 5:00 PM
Wednesday From: 8:00 AM	Wednesday To: 5:00 PM
Thursday From: 8:00 AM	Thursday To: 5:00 PM
Friday From: 8:00 AM	Friday To: 5:00 PM
Saturday From: 8:00 AM	Saturday To: 5:00 PM
Sunday From: 8:00 AM	Sunday To: 5:00 PM

Host Community Agreement Certification Form

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

Applicant

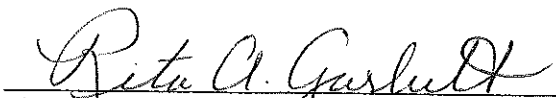
I, Brian T. Salisbury, Esq., (*insert name*) certify as an authorized representative of Twisted Growers LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the Town of Lakeville (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 2, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Rita A Garbitt, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Lakeville (*insert name of host community*) to certify that the applicant and the Town of Lakeville (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 2, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Please use the below link and password to access Twisted Growers LLC's community outreach meeting.

https://us02web.zoom.us/rec/share/tMJaaLjU2yBLU4nh7RjzSosGHIHKeaa8g3dI__oExUeqJYH1EhDasY-xj_t3zJJu

Password: g1\$&Ws&k

Local Zoning Compliance – Amendment for CCC

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

- ◆ The purpose of this plan is to outline how Twisted Growers LLC (“TG”) will remain in compliance with local codes, ordinances, and bylaws for the physical address of our cultivation and product manufacturing facility located at 415 Millennium Circle, in Lakeville, Massachusetts, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.
- ◆ TG will comply with all applicable town regulations and bylaws in doing so. Article 4 of the Lakeville bylaws pertaining to zoning, particularly Section 4.1.3 showing Industrial Uses.
 - ◇ Marijuana Establishments are allowed in zoning districts including the Industrial (I) district.
- ◆ 415 Millennium Circle is located in the I District and is properly buffered from all protected uses outlined in the Ordinance.
- ◆ A marijuana cultivation and product manufacturing facility is allowed in an industrial zone upon the issuance of a Special Permit from the Lakeville Zoning Board of Appeals. TG obtained a Special Permit from the Lakeville Zoning Board of Appeals to operate a marijuana cultivation facility at 415 Millennium Circle, Lakeville, Massachusetts on January 16, 2020 and will seek the same for product manufacturing. Paragraph 10 of the decision states:

“The term of this Special Permit shall be limited to the duration of the permit holder’s ownership and use of the Property for marijuana cultivation.”
- ◆ TG is required, and will seek, the appropriate building permits, health department approvals, and other local approvals, including an occupancy permit, that may be required to construct and operate a marijuana cultivation and product manufacturing facility.
- ◆ TG is committed to remaining in compliance with all with local codes, ordinances, and bylaws. We will engage the services of a compliance consultant who will make periodic assessments of our operation for compliance with all applicable local, state and federal laws and regulations, including zoning and special permit compliance.
- ◆ The company's Managers will remain in contact with municipal officials to ensure that there is an open line of communication.
- ◆ We will remain up to date with all zoning ordinances and requirements to ensure that TG remains in compliance.

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): August 3, 2020
At least one (1) meeting was held within the municipality where the ME is proposed to
2. 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).

**** Please be advised that the applicant held its community outreach meeting via virtual, web-based means per Administrative Order No. 2. The applicant tested the technology, including public interaction capacities, at least once prior to the meeting; followed all accessibility requirements, including closed captioning; accepted questions in advance, although none were submitted; posted meeting materials at least 24 hours in advance on its website; enabled communication allowing for engagement and questions; designated a meeting moderator to allow participants and followers to ask questions; and made the recording of the meeting available to local broadcasting. There were zero attendees.**



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:

7/17/20

b. Name of publication:

Standard Times

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:

7/13/20

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:

7/14/20

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. 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:

Twisted Growers LLC

Name of applicant's authorized representative:

Dominick DeMartino

Signature of applicant's authorized representative:



Subject: Twisted Growers LLC - Community Outreach Meeting
Date: Monday, July 13, 2020 at 3:12:24 PM Eastern Daylight Time
From: Rebecca Rutenberg
To: ldrane@lakevillema.org
Attachments: Twisted Growers- Outreach Meeting.docx

Hello,

Please accept this correspondence on behalf of Twisted Growers LLC, which will hold a virtual community outreach meeting on August 3, 2020 to discuss their progress towards siting an Adult Use Marijuana Product Manufacturing Establishment at 415 Millennium Circle in Lakeville, Massachusetts 02347. A formal notice is attached. We respectfully ask that you accept this notice for filing and confirm receipt.

Feel free to reach out directly to me with any questions or to the email listed on the notice.

Best,

Becca

--

Rebecca Rutenberg
Director of Strategic Affairs

Vicente Sederberg LLP
2 Seaport Ln., 11th Floor
Boston, MA 02210
Cell: 610-675-5958
Rebecca@VicenteSederberg.com
VicenteSederberg.com

[Confidentiality Notice](#)

**NOTICE OF COMMUNITY OUTREACH MEETING
TWISTED GROWERS LLC**

Notice is hereby given that Twisted Growers LLC (“Twisted Growers”) will hold a Virtual Community Outreach Meeting on **August 3, 2020** at 5:00 PM to discuss the proposed siting of an Adult Use Marijuana Product Manufacturing Establishment at 415 Millennium Circle in Lakeville, Massachusetts 02347.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission’s Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://us02web.zoom.us/j/87890734187> or via telephone at 13126266799 using Webinar ID: 87890734187#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at <https://twistedgrowers.squarespace.com>.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

**NOTICE OF COMMUNITY OUTREACH MEETING
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Vicente Sederberg LLP
2 Seaport Lane, 11th Floor
Boston, MA 02210

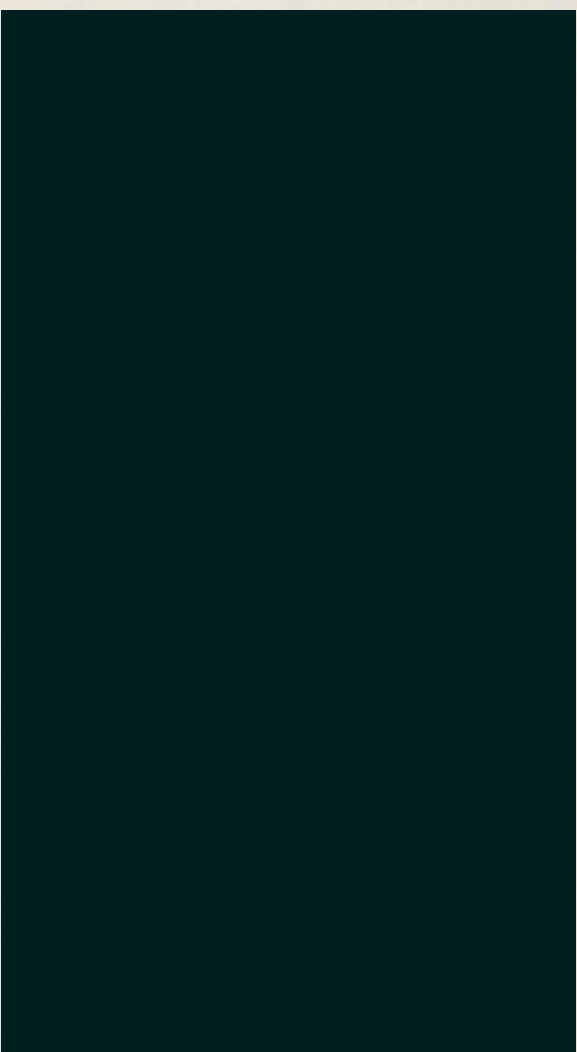


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Vicente Sederberg LLP
2 Seaport Lane, 11th Floor
Boston, MA 02210



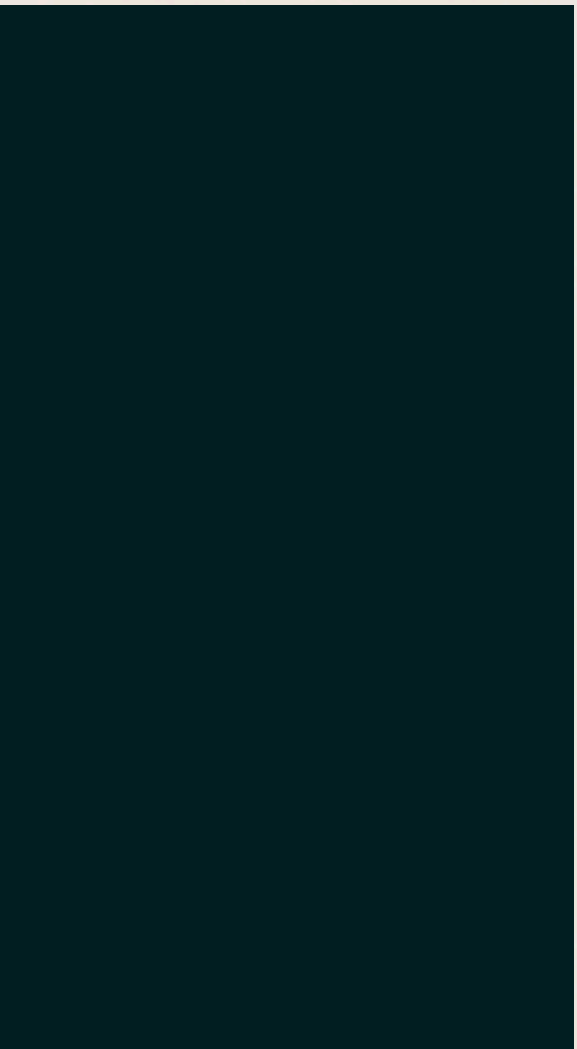
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Boston, MA 02210

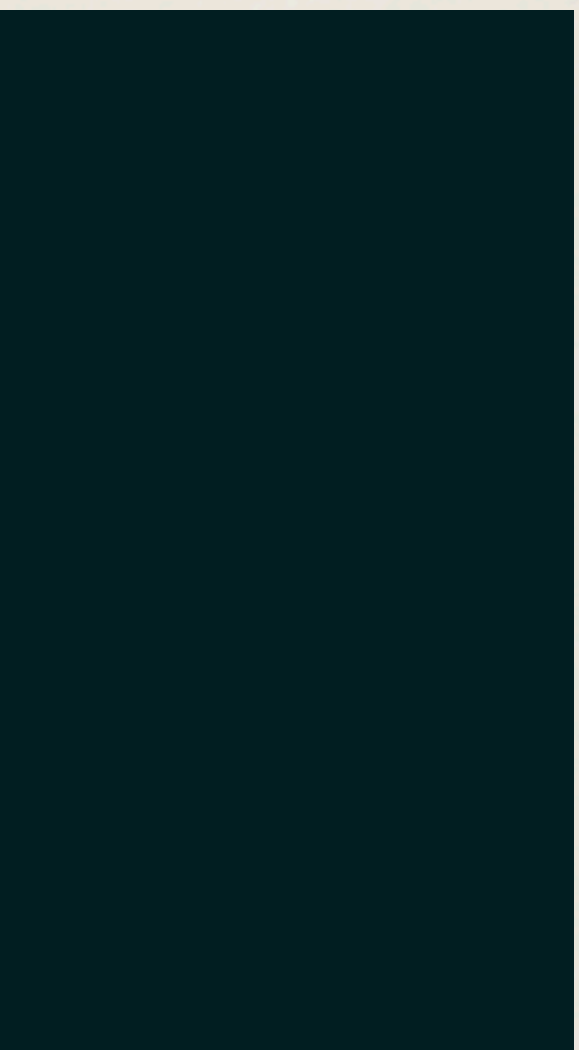


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2 Seaport Lane, 11th Floor
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2 Seaport Lane, 11th Floor
Boston, MA 02210



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Mandy Bonny

From: Mandy Bonny
Sent: Monday, December 12, 2022 8:53 AM
To: 'Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent'
Cc: Tim Callahan; Rebecca Rutenberg
Subject: Request for Records of Costs Related to Twisted Growers LLC
Attachments: Twisted Growers_Letter to Lakeville Requesting Costs_12.12.22.pdf

Good Morning Ms. Drane,

Pursuant to the license renewal requirements of the Cannabis Control Commission, attached please find correspondence requesting any records of costs borne by Lakeville related to Twisted Growers LLC's operations within the Town.

Please do not hesitate to reach out to me with any questions or concerns.

Best
Mandy

Mandy Bonny
Licensing Specialist

Vicente Sederberg LLP
[Prudential Tower](#)
[800 Boylston Street, 26th Floor](#)
[Boston, MA 02199](#)
Main: 617-934-2121
Direct: 617-207-0478
m.bonny@VicenteSederberg.com
VicenteSederberg.com





Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02119
Tel: 617-934-2121

California | Colorado | Florida | Massachusetts | Michigan | New Jersey | New York | Texas

December 12, 2022

Town of Lakeville
Town Clerk Lillian Drane
346 Bedford Street
Lakeville, MA 02347
VIA EMAIL: ldrane@lakevillema.org

Re: Request for Records of Costs Related to Twisted Growers' Lakeville Operations

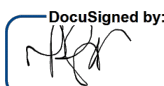
Dear Town Clerk Drane:

Please be advised that, as a requirement of Twisted Growers LLC's ("Twisted Growers") renewal application for its Marijuana Establishment licenses in the Town of Lakeville ("Lakeville" or "Town"), the Cannabis Control Commission (the "Commission") is requiring Twisted Growers to submit (1) documentation that it requested from its Host Community the records of any cost to the Town, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as Twisted Growers' formal request to the Town to produce the records of any cost, whether anticipated or actual, resulting from Twisted Growers' operations within the Town. Please note that a copy of this correspondence along with any response received from the Town, or barring receipt of any response, an attestation to that effect, shall be submitted by Twisted Growers to the Commission. As the Town is aware, any cost to the Town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you for your attention to this matter, and do not hesitate to contact me with any questions.

Sincerely,


DC96DA000336410...

Rebecca Rutenberg
P: 617-934-2121
E: Rebecca@Vicentesederberg.com



TOWN OF LAKEVILLE

Town Administrator's Office

346 Bedford Street
Lakeville, MA 02347
(508) 946-8803

December 12, 2022

Ms. Rebecca Rutenberg
Vicente Sederberg LLP
Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02119

Re: Twisted Growers' Request for Documentation of Costs

Dear Ms. Rutenberg:

Please accept this letter as the Town of Lakeville's response to your request for records of any costs incurred by the Town reasonably related to Twisted Growers' cannabis operations. Please be advised that the Town is in the process of documenting costs that have been realized, and will continue to be realized, based upon the operation of marijuana establishments in Town, including Twisted Growers' anticipated operations. As you are aware, Twisted Growers has not commenced operations in Lakeville under its cannabis license. The Town expects certain impacts associated with Twisted Growers' operations to become more evident over time. These include, but are not limited to, potential public health consequences and related requirements for educational programming, potential public use and underage user enforcement, and infrastructure costs. Accordingly, the following are anticipated:

1. Municipal inspection costs.
2. Executive, planning, legal, and inspection staff time spent involving comprehensive business plan review, community outreach and other assistance.
3. Executive and Administrative time associated with Host Community Agreement negotiation.
4. Traffic studies and/or mitigation review and implementation, including the implementation of new traffic signs and signals.
5. Increased law enforcement services and public safety personnel, including overtime costs where higher congestion or crowds are anticipated and/or where criminal activity has been reported.
6. Legal fees and costs associated with drafting, negotiating, and/or reviewing the Host Community Agreement, operational plans and local permitting applications; legal fees and costs associated with public hearings/meetings.
7. Studies or improvements to address increased impact on municipal utilities (water/electricity).
8. Time spent developing community awareness of responsible approaches to cannabis use and avoidance of substance abuse.

9. Costs associated with the increase in substance abuse, including but not limited to such items as increased demand on local health care clinics and facilities; need for increased counseling and/or intervention programs.
10. Costs related to increased fire protection services.
11. Costs related to road and other infrastructure systems and improvements.
12. Costs associated with record keeping, including but not limited to documentation of costs reasonably related to community impacts.
13. Potential public use and underage user enforcement costs.
14. Costs to address potential public health consequences of marijuana use.
15. Educational programming cost including public health classes and DARE resource costs.
16. Infrastructure studies.
17. Municipal review of future operational issues.
18. Costs of drug recognition expert and advanced roadside impairment driving enforcement training programs for local police officers.
19. Other specialized training for local law enforcement officers.
20. Executive/administrative/staff/public safety/legal time spent responding to complaints or inquiries.
21. Studies to determine relative increase in substance abuse problems in the community
22. Police/Fire time associated with security plan review.
23. School specific programming and services.
24. Increased funding/provision of public health services.

As stated previously, as Twisted Growers' license is not in operation, the impacts on the community are still emerging.

Sincerely,



Ari J. Sky
Town Administrator

Cc: Lillian Drane, Town Clerk
Town Counsel

PLAN FOR POSITIVE IMPACT

- ◆ Twisted Growers LLC (“TG”) keys to success are through giving back to the surrounding communities by not only producing and providing high quality, safe, reliable cannabis products; and working in conjunction with local community to foster good will; but also, by employing persons and/or companies from the following areas (but not limited to) which have been disproportionally affected by cannabis prohibition and enforcement, including impacted individuals and business enterprises in the past;
 - ◇ Taunton, Mansfield, New Bedford, and Fall River.
- ◆ In particular, TG believes that marijuana establishments have an obligation, both legal and moral, to make significant contributions to support communities that have historically high rates of arrest, conviction, and incarceration related to marijuana crimes.
- ◆ With a cultivation / product manufacturing and retail facility located in Lakeville, we plan to employ or contract approximately 20-25 individuals filling both part-time and full-time positions, in addition to employing local contractors and other local services.
 - ◇ Over time as the company grows it would significantly increase these employment needs and could more than double TG’s number of cultivation and retail employees.
 - ◇ Along with basic employment, TG would be providing cannabis education & industry-specific technical training.
- ◆ The economic benefits alone have helped states where marijuana has been legalized by funneling tax revenue from the sale of the cannabis plant to areas like public education and town infrastructure.

Goal for Positive Impact

- ◆ TG plans to hire 25% of its employees that are Massachusetts residents that have had prior drug convictions as part-time and/or full-time employees.

Program for Positive Impact

- ◆ TG plans to begin posting monthly advertisements on Lakeville’s: Wicked Local news site (Lakeville.wickedlocal.com), The Taunton Daily Gazette local newspaper, as well as the SouthCoastToday.com website servicing Lakeville, Freetown & Middleboro, stating that TG is specifically seeking Massachusetts residents 21 years of age and older, who have past drug convictions for part-time and/or full-time employment who have an interest in the commercial adult-use cannabis industry.

Metrics

- ◆ TG will annually keep track of the number of individuals hired who are Massachusetts residents have past drug convictions. This number will be assessed from the total number of individuals hired and we will continue to strive for fifty percent (25%) of all individuals hired to fall within these goals.
- ◆ TG will keep track of the number of employees both interviewed and hired which were discovered from local newspapers as well as online advertisements.
- ◆ TG will create a written report that will evaluate the effectiveness of the Company’s plan for positive impact and its success in advancing the goals of the plan. In accordance with 935 CMR 500.103(4) (a), the report will detail the following:
 - ◇ employment impacts;
 - ◇ the number of individuals hired who have past drug convictions and the date of hiring for each such individual;

Dominick@DeMartinInvestments.com

DennisKarjanis@yahoo.com

Plan for Positive Impact – Amendment for CCC

- ◇ number and subject matter of education and training events conducted;
 - ◇ number of individuals and businesses that participated in such events;
 - ◇ aggregate data demonstrating the financial impacts of the Plan, including payroll, health care, tax, equity and debt performance; and
 - ◇ demographic data reflecting specific positive impacts of the Plan.
-
- ◆ TG acknowledges, 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 Marijuana Establishments; and
 - ◆ Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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: 001352989

1. The exact name of the limited liability company is: TWISTED GROWERS LLC

2a. Location of its principal office:

No. and Street: 415 MILLENNIUM CIRCLE
 City or Town: LAKEVILLE State: MA Zip: 02347 Country: USA

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

No. and Street: 415 MILLENNIUM CIRCLE
 City or Town: LAKEVILLE State: MA Zip: 02347 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 GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO OWN AND OPERATE REAL PROPERTY OF ALL KINDS, INCLUDING RESIDENTIAL, COMMERCIAL, VACANT AND MIXED, AND OTHER RELATED ACTIVITIES, AND TO CARRY ON ANY LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL P. DOHERTY, ESQ.
 No. and Street: DOHERTY, CIECHANOWSKI, DUGAN & CANNON, P.C.
124 GROVE STREET, SUITE 220
 City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

I, MICHAEL P. DOHERTY 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	DENNIS KARJANIS	415 MILLENNIUM CIRCLE LAKEVILLE, MA 02347 USA
MANAGER	DOMINICK DEMARTINO	415 MILLENNIUM CIRCLE LAKEVILLE, MA 02347 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	DOMINICK DEMARTINO	415 MILLENNIUM CIRCLE LAKEVILLE, MA 02347 USA
REAL PROPERTY	DENNIS KARJANIS	415 MILLENNIUM CIRCLE LAKEVILLE, MA 02347 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of October, 2018,
DOMINICK DEMARTINO
(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:

October 31, 2018 01:35 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
TWISTED GROWERS LLC**

THIS OPERATING AGREEMENT of **TWISTED GROWERS LLC** (the "LLC") is between **DOMINICK DEMARTINO** of 122 Tri Mountain Road, Durham, Connecticut 06422 and **DENNIS KARJANIS** of 168 Laurel Hill Road, Branford, Connecticut 06405, (the "Managers") and the persons identified as Members in **Schedule A** annexed hereto, made a part hereof and hereby incorporated herein by reference (collectively, the "Members" and individually, a "Member"). All references herein below to the "Managers" shall be construed to refer to the Manager or Managers in office at the relevant time, whether originally named or later appointed. The Managers and the Members, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act, M.G.L. c. 156C (the "Act"), hereby agree as follows:

I. Name of LLC. The name of the limited liability company is **Twisted Growers LLC**.

II. Business of LLC; Purposes. The general character of the business of the LLC is to grow and sell cannabis, buy, hold, own, improve, operate, manage, service, lease, rent, mortgage and encumber, sell, invest and reinvest and otherwise deal with property, both real and personal, tangible and intangible ("Property"); to engage in any activities directly or indirectly related or incidental thereto; and to carry on any other lawful business, trade, purpose or activity. Each Member hereby waives the right to require partition of any Property owned by the LLC.

III. Office of the LLC. The address of the office of the LLC for purposes of Section 5 of the Act is **415 Millennium Circle, Lakeville, Massachusetts 02347**.

IV. **Agent for Service of Process.** The name and address of the resident agent for service of process for the LLC is **Michael P. Doherty, Esquire, Doherty, Ciechanowski, Dugan & Cannon, P.C., 124 Grove Street, Suite 220, Franklin, Massachusetts 02038.**

V. **Members' Names and Business Addresses.** The name and business address of each Member are set forth on **Schedule A** attached hereto. Each Member hereby represents and warrants to the LLC and each other Member as follows:

A. That Member has duly executed and delivered this Agreement, and it constitutes a legal, valid, and binding obligation of that Member enforceable against such Member in accordance with its terms (except as may be limited by bankruptcy, insolvency, or similar laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity);

B. That Member's authorization, execution, delivery, and performance of this Agreement does not and will not (1) conflict with, or result in a breach, default, or violation of (a) any contract or agreement to which that Member is a party or is otherwise subject, or (b) any law, order, judgment, decree, writ, injunction, or arbitration award to which that Member is subject; or (2) require any consent, approval, or authorization from, filing, or registration with, or notice to, any governmental authority or other person, unless such requirement has already been satisfied; and

C. That Member is familiar with the existing or proposed business, financial condition, properties, operations, and prospects of the LLC; has asked such questions and conducted such due diligence concerning such matters and concerning his or her acquisition of membership rights as he or she has desired to ask and conduct, and all such questions have been answered to his or her full satisfaction; that Member has such knowledge and experience in

financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the LLC; that Member understands that owning membership rights involves various risks, including the restrictions on transferability set forth in this Agreement, lack of any public market for membership rights, the risk of owning his or her membership rights for an indefinite period of time, and the risk of losing his or her entire investment in the LLC; that Member is able to bear the economic risk of such investment; is acquiring his or her membership rights for investment, solely for his or her own beneficial account and not with a view to or any present intention of directly or indirectly selling, transferring, offering to sell or transfer, participating in any distribution, or otherwise disposing of all or a portion of his or her membership rights; and that Member acknowledges that the membership rights have not been registered under the Securities Act of 1933 ("1933 Act") or any other applicable federal or state securities laws, and that the LLC has no intention, and shall not have any obligation, to register or to obtain an exemption from registration for the membership rights or to take action so as to permit sales pursuant to the 1933 Act (including Rules 144 and 144A thereunder).

D. That the purpose of the LLC is currently a violation of Federal law such that there are risks of Federal prosecution and civil penalties for engaging in this business and LLC.

VI. Term of the LLC. The LLC shall dissolve upon the first to occur of the events described in Section 43 of the Act. The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of the LLC under the Act by electing to do so within ninety (90) days after the occurrence of any such event.

VII. Designation of Managers.

A. **Dominick DeMartino and Dennis Karjanis** are hereby designated as the Managers of the LLC.

B. There shall always be at least one (1) Manager of the LLC. Any person may be designated as a Manager at any time by vote of the then Managers, if any, otherwise by vote of the Members. Any person designated as a Manager may be removed as a Manager by vote of the Members. No Manager may resign or otherwise terminate his or her status as a Manager except after sixty (60) days prior written notice to all Members. Managers need not be Members or residents of the Commonwealth of Massachusetts.

VIII. Management of the LLC.

A. The overall management and control of the business and affairs of the LLC shall be vested in the Managers. All management and other responsibilities not specifically reserved to the Members in this Agreement or by the Act shall be vested in the Managers and the Members shall have no voting rights except as specifically provided in this Agreement. The Managers shall devote such time to the affairs of the LLC as is reasonably necessary for performance by each Manager of his duties. Specifically, but not by way of limitation, the Managers shall be authorized, for and on behalf of the LLC, to:

1. acquire by purchase, lease or otherwise any Property which may be necessary, convenient or incidental to the accomplishment of the purposes of the LLC;
2. carry on a trade or business, form all types of business entities or trusts, or acquire general or limited partnership interests in a partnership, membership interests in a limited liability company or a joint venture, shares in a corporation, or interests in any syndication;

3. sell or grant an option for sale, exchange, pledge, mortgage or transfer all or any portion of the Property;
4. develop, maintain, improve, operate, manage, service or alter any Property, including building, repairing, tearing down and rebuilding structures or additions thereto, and execute all necessary contracts and documents in connection therewith, including specifically, but without limiting the generality of the foregoing, the authority to enter into contracts, agreements for the services of architects, engineers, contractors and/or real estate brokers and Managers for carrying out such purposes;
5. lease all or any portion of the Property whether or not the term thereof extends beyond the term (if any) of the LLC;
6. carry such insurance as the Managers may deem appropriate;
7. borrow money, with or without security, execute guarantees for the benefit of third parties and, as security for any such borrowing or guarantees, mortgage any or all of the Property and execute all necessary documents and instruments in connection therewith;
8. execute such documents as the Managers deem necessary in connection with the acquisition, development and financing of any Property, including, without limiting the generality of the foregoing, (1) any mortgage in connection with any mortgage loan to provide funds for the acquisition and development of Property and any construction of improvements thereon; (2) any forms required by any governmental agency in connection with any such mortgage; and (3) any and all other documents required to be executed in connection with any such mortgage;
9. replace, prepay in whole or in part, refinance, increase, modify, consolidate or extend any mortgages affecting all or any portion of the Property;

10. make contracts for the operation and management of all or any portion of the Property and employ agents, accountants and attorneys, whether or not the parties to such contracts and such agents, accountants or attorneys have any interest in the LLC;
11. put record title to all or any portion of the Property in the name of a nominee;
12. open and maintain bank accounts with the right to deposit and withdraw therefrom;
13. invest and reinvest any of the Property or income of the LLC;
14. make any election under any tax law; and
15. exercise all powers and authority granted by the Act to Managers, except as otherwise specifically provided in this Agreement.

B. Binding the LLC. Unless otherwise provided herein, all actions by the Managers shall be by majority vote of the Managers then in office. Any action taken by a majority of the Managers as Managers of the LLC shall bind the LLC and shall be deemed to be the action of the LLC. The signatures of one of the Managers on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusive evidence of the authority of the Managers and the LLC with respect thereto and no third party need look to any other evidence or require joinder or consent of any other party, provided, however, that the Managers agree that they will consult with each other and all actions taken by either will be with the prior approval of the other Manager.

C. Execution of Documents; Filings.

1. The Managers shall from time to time execute or cause to be executed all such certificates and other documents and do or cause to be done all such filings,

recordings, publishings, and other acts as the Managers may deem necessary or appropriate to comply with the requirements of law for the formation and operation of the LLC in all jurisdictions in which the LLC desires to conduct business.

2. Any one (1) of the Managers is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts or any other jurisdiction in which the LLC desires to conduct business.

3. A majority of the Managers are authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

D. **Compensation of Managers.** The Managers shall not be entitled to compensation. The Managers shall be entitled to reimbursement from the LLC for all expenses incurred by them in managing and conducting the business and affairs of the LLC. The Managers shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Managers and the LLC and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

E. **Indemnification.** The Managers, and the officers, directors and shareholders of any Manager which is a corporation, shall be entitled to indemnification from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement and/or any act omitted to be performed except for the Managers' gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by the Managers, the effect of which may

cause or result in loss or damage to the LLC, if done in good faith to promote the best interest of the LLC, shall not subject the Managers to any liability to the Members except for gross negligence or willful misconduct.

F. Vote or Consent of Members. Any matter requiring the vote, consent, or agreement of the Members shall be by action of holders of more than fifty percent (50%) in interest of the Members, as set forth on **Schedule A** attached hereto, as adjusted from time to time (the "Percentage Interest") to account for additional contributions (capital or otherwise), a transfer of a Percentage Interest, or the admittance of additional Member(s), unless pursuant to this Agreement, the Act or other applicable law, a greater percentage in interest of Members is required. If in the future there shall be any dispute or disagreement between the Members or Managers as to the meaning, interpretation, or performance of any portion of this Agreement, or as to any other issue involving the LLC and the Members or the Managers, as the case may be, cannot settle such dispute between themselves, they agree to submit such dispute to arbitration before the American Arbitration Association in Boston, Massachusetts as hereinafter provided. The aggrieved party shall serve a written notice demanding arbitration upon the other Member(s) and Manager(s). The notice shall set forth with reasonable precision the question or questions to be arbitrated. The other party shall, within ten (10) days of receipt of the notice of demand, in writing, set forth any other question or questions to be arbitrated in a notice to be served on the aggrieved party and the American Arbitration Association. The parties shall move promptly to have a single arbitrator of the American Arbitration Association resolve the dispute as quickly as possible and the matter shall then proceed to arbitration. The decision of the arbitrator shall be final and binding on the LLC, Members and Managers. The arbitrator shall not be bound by the rules of evidence and may hear and accept any evidence which in their opinion may assist

them in reaching an equitable decision. The arbitrator shall have the power to assess the costs and expenses incident to the hearing of any matter in dispute and the attorneys' fees of either party in such proportion or amounts as they deem fair and reasonable.

IX. Capital Contributions; Capital Accounts; and Liability of Members.

A. Each Member has contributed to the capital of the LLC cash or other property set forth opposite such Member's name on **Schedule A** attached hereto. Additional capital contributions may be made by any Member if agreed to by the Members and shall be reflected on a revised Schedule A.

B. Except as otherwise provided in this Section IX, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by him or her or to receive any other payment in respect of his or her interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as may be expressly provided in this Agreement.

C. The LLC shall establish a separate capital account for each Member and shall maintain such capital account in accordance with applicable regulations (the "Regulations") under the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with the Regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the LLC and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member and such Member's share of the net losses of the LLC.

D. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions. No Member shall have any liability to restore any negative balance in his or her Capital Account and the failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the LLC.

X. Share of Profits and Other Items.

A. The net profits and net losses of the LLC shall be allocated among the Members according to each Member's Percentage Interest, provided that in all events such allocations shall comply with all applicable federal partnership tax allocation rules under the Code and the Regulations, and provided further that net profits for any fiscal year shall be allocated so as to eliminate to the extent possible any disproportionate allocation of net losses in any prior fiscal year. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts, as the Managers shall determine.

B. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the LLC's federal income tax return. For federal income tax purposes, all items of income, gain, loss, deduction (including without limitation depreciation, depletion and amortization) or credit shall be determined in accordance with the Code.

XI. Transfer of a Member's Percentage Interest. Notwithstanding any other provision of this Agreement, no attempted transfer of a Member's Percentage Interest or any part thereof shall be effective except as follows:

A. If any person acquires a Percentage Interest, or becomes an assignee thereof, as the result of an order of a court which the LLC is required by law to recognize, or if a Percentage Interest is subjected to a lawful "charging order", or if a Member makes an unauthorized transfer or assignment of a Percentage Interest which the LLC is required by law (or by order of a court) to recognize, or upon the death of a Member, the LLC shall have an option to acquire the Percentage Interest of the transferee, assignee or successor in interest of the Member (the "Seller") whose interest is subject to such charging order, passed at death, passed by operation of law or is subject to the court order or any fraction or part thereof, as hereinafter provided.

B. The LLC shall have an option to acquire the Percentage Interest by giving written notice to the Seller of its intent to purchase same within ninety (90) days from the date it is finally determined that the LLC is required to recognize the transfer or assignment or the date upon which the LLC receives actual notice of a Member's death.

C. The valuation date for the determination of the purchase price of the Percentage Interest shall be the first day of the month following the month in which such notice by the LLC is given.

D. Unless the LLC and the Seller agree otherwise, the purchase price for the Percentage Interest, or any fraction to be acquired by the LLC, shall be its fair market value as determined by a majority of three (3) appraisers, one (1) of whom shall be appointed by the LLC, one (1) of whom shall be appointed by the Seller and the third of whom shall be appointed by the first two (2) appraisers. The cost of such appraisal shall be apportioned equally to the LLC and to the Seller.

E. Unless the LLC and the Seller agree otherwise, the closing of the sale shall occur at the office of the LLC on the thirtieth (30) business day following the date on which the appraisal is rendered (the "Closing Date").

F. The LLC shall have the option, to be exercised in writing delivered at closing, to pay the purchase price by a promissory note (the "Note"). The Note shall have a repayment term of fifteen (15) years and shall be payable in equal annual installments of principal and interest. Interest shall be computed as of the Closing Date and fixed at the then lowest rate per annum necessary to avoid any principal payment being treated as interest under the Code. The first installment of principal and interest shall be due and payable on the first anniversary of the Closing Date, and subsequent annual installments shall be due and payable on the like date of each succeeding calendar year until the entire amount of the obligation is paid. The LLC shall have the right to prepay all or any part of the Note at any time without penalty.

G. By unanimous agreement among Members, other than that of the Member whose interest is to be acquired, the LLC may assign the LLC's option to purchase to one or more of the remaining Members and when done, any rights or obligations imposed upon or provided to the LLC will instead become, by substitution, the rights and obligations of the Members who are assignees.

H. Neither the Seller nor the Member causing the transfer or assignment shall have the right to vote on LLC matters during the prescribed option period, or, if the option to purchase is timely exercised, until the sale is closed, and for purposes of voting on LLC matters during any such period the other Members shall be deemed to own pro rata the Percentage Interest of such Seller or Member.

I. The provisions of this Section XI shall not apply to:

1. any pledge of or a security interest given in a Percentage Interest by a Member to the LLC to secure a loan or extension of credit by the LLC to such Member; or

2. any voluntary transfer or assignment made for estate planning purposes by a Member to or for the benefit of such Member and such Member's issue,

J. Agreement Binding on Transferees and Assignees.

Any transferee or assignee shall not be entitled to exercise any of the rights or powers conferred hereunder or by the Act upon a Member, and with respect to such rights and powers shall not be deemed a Member hereunder, unless agreed to in writing by all the Members, but in all events such assignee or transferee shall be subject to the terms and conditions of this Agreement.

XII. Admission of Additional Members. Additional Members (the "Newly Admitted Members") may be admitted to the LLC if agreed to in writing by all other Members; provided that, upon such admittance, no interest in LLC income shall be allocated to Newly Admitted Members to the extent that such allocation would result in the recognition of income for federal income tax purposes by such other Members. All Newly Admitted Members shall be required to become a party to this Operating Agreement, as it may be modified.

XIII. Priorities. No Member shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

XIV. Distribution to Members Upon Termination of Membership. No Member shall have any right to distributions respecting such Member's membership interest upon termination of such membership in the LLC (whether upon withdrawal, resignation or otherwise) except as may be expressly set forth herein. Whenever the LLC is to make any such distribution to a Member, such Member shall have no right to demand or receive property other than cash in

satisfaction of such distribution. Whenever the LLC is to pay any sum to any Member, any amounts that Member owes the LLC may be deducted from that sum before payment.

XV. Distribution to Members Upon Dissolution of LLC. Upon the dissolution of the LLC, the assets of the LLC shall be distributed in accordance with the provisions of §46(a) of the Act and the Code and Regulations.

XVI. Matters in which Members and Managers are Interested.

A. Any Member or any Manager may engage in any other business of any nature independently or with others, and by reason thereof neither the LLC nor any other Member shall have any rights with respect to any such other ventures.

B. Any Member or Manager or any entity in or with which any Member or such Manager is in any way interested or connected may, with the consent of the Members, deal and contract with, and be employed by the LLC, and any Member or any such Manager may be in any manner interested in or connected with any entity in which the LLC is directly or indirectly interested, all in the same manner and with the same freedom as though not a Member or Manager and without accountability for any profit, benefit or compensation received in connection with such actions or relationships, none of which shall be void or voidable.

XVII. Miscellaneous.

A. The Managers shall cause the LLC to keep books of account with respect to the operations of the LLC. Such books shall be maintained at the office of the LLC, or at such other place as the Managers shall determine, and all Members and their duly authorized representatives shall at all reasonable times have access to such books.

B. This Agreement shall be binding upon and shall inure to the benefit of the Managers and Members and their respective successors, heirs, personal representatives, and

permitted assigns. This instrument contains the entire agreement of the parties and may be changed only by an agreement in writing signed by the Managers and all of the Members.

C. This Agreement and the rights and obligations of the parties hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

D. This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on the Managers and the Members notwithstanding that the Managers and all the Members have not signed the same counterpart.

E. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member in his or her capacity as such.

F. The use of any gender or number shall be construed to refer to any other gender or number unless such reference is plainly inconsistent with the context.

G. Any dispute arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and any decision rendered in such arbitration shall have the same effect as if made by a court having proper jurisdiction.

H. The section headings of this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation hereof.

{Remainder of page intentionally left blank}

{Signature pages to follow}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate and under seal, as of November __, 2018.

MANAGERS:



Dominick DeMartino



Dennis Karjanis

MEMBERS:



Dominick DeMartino



Dennis Karjanis

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

November __, 2018

Then personally appeared the above-named DOMINICK DEMARTINO and acknowledged the foregoing instrument to be his free act and deed, before me

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

November __, 2018

Then personally appeared the above-named DENNIS KARJANIS and acknowledged the foregoing instrument to be his free act and deed, before me

Notary Public

My commission expires:

SCHEDULE A
TO
OPERATING AGREEMENT OF
TWISTED GROWERS LLC

<u>MEMBERS</u>		
<i>NAME AND ADDRESS OF MEMBER</i>	<i>CAPITAL CONTRIBUTION</i>	<i>MEMBERSHIP INTEREST</i>
Dominick DeMartino 122 Tri Mountain Road Durham, CT 06422	\$10,000	50%
Dennis Karjanis 168 Laurel Hill Road Branford, CT 06405	\$10,000	50%

100%



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

mass.gov/dor

Letter ID: L0155144768
Notice Date: April 16, 2020
Case ID: 0-000-799-807



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TWISTED GROWERS, LLC
415 MILLENIUM CIR
LAKEVILLE MA 02347-1246

Why did I receive this notice?

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

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

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

What if I have questions?

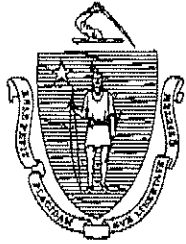
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

April 15, 2020

TO WHOM IT MAY CONCERN:

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

TWISTED GROWERS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 31, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **DENNIS KARJANIS, DOMINICK DEMARTINO**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DENNIS KARJANIS, DOMINICK DEMARTINO**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

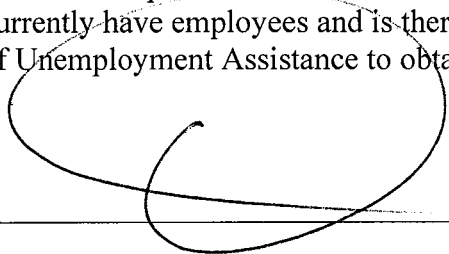
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Dominick Demainio, an authorized representative of Twisted Growers LLC certify that Twisted Growers LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



6/29/20
Date

Name: Dominick Demainio

Title: member

Entity: Twisted Growers LLC



Twisted Growers LLC

CCC APPLICATION

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Timeline

- ▶ Originated Twisted Growers LLC October 2018
- ▶ Approval of Host Agreement: 2019
- ▶ Construction to Begin: Upon CCC Approval
 - ▶ Demo Interior Existing Space 30 Days Post CCC
 - ▶ Exterior Improvement 30 Days
 - ▶ Landscaping / Outdoor Beautification 30 Days
 - ▶ Electrical, Plumbing, HVAC 90 Days
 - ▶ Erect Interior Rooms to Plans 60 Days
 - ▶ Epoxy Floors 30 Days
 - ▶ Install Machinery for Processing 30 Days
 - ▶ Dry Run Facility 60 Days
 - ▶ Total Time Under Construction 360 Days
- ▶ Staffing to Begin 3 Months from Approval
- ▶ Staffing to Be Completed 6 Months From Approval
- ▶ Estimated Date in which Facility is Operational:
 - 12 Months From Approval
 - 14 Months From Approval
- ▶ Business Opening:

Operating Policies and Procedures

- Cultivation -

- ▶ The Cultivation Policies and Procedures are our day-to-day activities that take place within the facility and are perhaps the most important aspect of our business that demonstrates our preparedness to operate a marijuana growing facility.
 - ▶ Indoor Cultivation will be done within separate grow rooms within the facility
 - ▶ Equipment used for measuring, regulating, or recording temperatures, pH, humidity, or other conditions related to the cultivation and processing of cannabis will be accurate and adequately maintained.
 - ▶ Cultivation and processing tools that come in direct contact with cannabis plants will be disinfected as needed to protect plant health.
 - ▶ Scales used for the weighing of cannabis will be calibrated at regular intervals.
 - ▶ All regulators and environmental control systems that regulate carbon dioxide emissions will be maintained in good working order and be serviced in accordance with the manufacturer's recommendations.

Operating Policies and Procedures

- Processing -

- ▶ Processing operations will be maintained in a clean and sanitary condition including all work surfaces and equipment.
- ▶ Employees handling cannabis in processing operations will wash hands sufficiently, as well as utilize facemasks and gloves in good operable condition as applicable to their job function.
- ▶ Cannabis intended to be packaged for short or long-term storage will be adequately dried or frozen prior to packaging.
- ▶ Cured cannabis will be maintained in containers that allow for;
 - ▶ Proper preservation of constituents in the cured product; and
 - ▶ Periodic monitoring of the cannabis during the curing process.

Security Plan

- General -

- ▶ Only registered agents and authorized visitors (for example contractors, vendors) will be allowed to access to the facility, and a visitor log will be maintained.
- ▶ All Twisted Growers agents and visitors will be required to visibly display an ID badge, and Twisted Growers will maintain a current list of individuals with access.
- ▶ A minimum number of authorized agents essential for efficient operations will be able to enter Limited Access Areas.
- ▶ Twisted Growers will have a security guard on-site during business hours.
- ▶ Restricted Access to Age 21 & Over
 - ▶ Twisted Growers intends to ensure each consumer which enters the dispensary facility be at least 21 years of age by electronically scanning/checking their Federal or State Issued Identification.

Security Plan

- Alarm Systems -

- ▶ Twisted Growers state of the art security system will consist of perimeter windows, as well as duress, panic and holdup alarms connected to local law enforcement, for efficient notification and response in the event of a security threat. The system will immediately alert Twisted Growers, LLC's Executive Management team if a system failure occurs, by one or more of the following methods;
 - ▶ At least two "panic buttons" will be installed on the premises that can trigger the alarm system;
 - ▶ Mobile "panic buttons" will be carried by all licensed representatives on the premises;
 - ▶ An operational landline telephone will be present at all times within the limited access area.
- ▶ A secondary alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.
- ▶ Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Lakeville Police Department. These surveillance cameras will remain operational even in the event of a power outage.
- ▶ The exterior of the building and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.

Security Plan

- Video Surveillance pt1 -

- ▶ The premises will be equipped with a video surveillance system
- ▶ Cameras will cover all areas where any marijuana items (including plants and waste) will be present at any time including pathways where product will be moved, without any “blind spots” and within 15ft of all points of entry/exit in all directions
- ▶ All cameras will record continuously 24hours a day at a resolution of 1280x720 pixels or better in all lighting conditions, at a minimum of 10 frames per second
- ▶ All cameras that cover the exterior non-limited access areas will record at a minimum of 5 frames per second
- ▶ An authorized representative will receive immediate notification within one hour of the failure of any security camera or portion of the surveillance system.

Security Plan

- Video Surveillance pt2 -

- ▶ The surveillance room will contain a list of personnel authorized to access the surveillance system
- ▶ The surveillance system will include a monitor capable of viewing video from any camera, a digital archiving device, and a printer.
- ▶ A log will be kept of all maintenance activity for the surveillance equipment, including but not limited to, name of the individual, date and time of access, and reason for access.
- ▶ The surveillance system will have a backup battery that will provide at least one hour of continuous recording in event of any power failure.
- ▶ All required recordings, including the backups of the surveillance area recordings will be kept for 90 days with a method to store video longer than 90 days if requested.

Inventory and Prevention of Diversion

- ▶ The first step in reducing diversion is to let everyone in the organization know that a diversion prevention program is underway, controlled substances are being monitored and that diversion is being taken seriously by management.
- ▶ Twisted Growers will be using Bio Track THC's comprehensive cannabis software integration through biotrack.com to keep track of all inventory, seed to sale.
 - ▶ Bio Track brings a custom workflow to support the weighing of multiple plant products, plus multiple data collection points and the ability to grade the product quality upon curing
 - ▶ The extensive seed-to-sale cannabis tracking system allows licensed operators to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation; cultivation, processing, destruction and waste, lab testing and dispensing.
- ▶ Monthly and Annual Inventories will be conducted and will include but not be limited to; seeds, clones, plants, and marijuana products; and will keep records of a summary of the inventory findings, as well as the names, signatures, and titles of the individuals who conducted the inventory.

Storage & Transportation

- ▶ Storage of Marijuana
 - ▶ All Marijuana at the facility will be kept in a locked safe behind locked doors
 - ▶ All areas used for storage will be kept free from insects, rodents or pests of any kind
 - ▶ All storage areas will be maintained in a clean and orderly condition
- ▶ Transportation of Marijuana
 - ▶ All vehicles will be staffed with a minimum of two Twisted Growers employees; at least one employee remaining with the vehicle at all times that there is product within the vehicle.
 - ▶ The transport vehicle will be maintained in a sanitary condition and Proper environmental controls for temperature and humidity will be provided to maintain the integrity of the fresh or dried cannabis.
 - ▶ Products will be packaged in sealed, labeled, and child- resistant packaging prior to and during transportation.
 - ▶ Twisted Growers will ensure that all transported marijuana products are linked to the seed-to-sale tracking program.

Quality Control

- ▶ All marijuana products will be tested through independent testing laboratories per 935 CMR 500.160(1) in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH.
- ▶ All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13).
- ▶ All storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11);
- ▶ No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Dispensing Procedures

- ▶ A process for reviewing relevant documentation and test results prior to distribution will be established.
- ▶ Cannabis meeting specifications and requirements may be released for the next phase of processing or into distribution. An indication of approval will be placed on the cannabis.
- ▶ Cannabis not meeting specifications and requirements may not be released to the next phase of processing or into distribution. An indication of rejection will be placed on the cannabis.
- ▶ Cannabis distributed by cultivation operations and processing operations will be accompanied by the following information:
 - ▶ Cultivation or processing operation's name;
 - ▶ Identity of contents;
 - ▶ Net weight of contents; and
 - ▶ Sufficient information to trace the cannabis to its batch and/or lot.

Disposal & Waste

- ▶ Per CCC Regulations 935 CMR 500.105 (12)(d);
- ▶ All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.
- ▶ NO fewer than two Twisted Growers employees will be present to witness and document any type of waste disposal.
 - ▶ Twisted Growers will create and maintain a written or electronic record of the date, type and quantity disposed or handled, the manner of disposal or handling, and the location of disposal or handling.
 - ▶ Twisted Growers will keep these records for at least three years.
 - ▶ This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Energy Efficiency

- ▶ The cultivation operation's electrical system will be of sufficient capacity to handle the actual electrical load and be installed in accordance with an approved electrical permit.
- ▶ All electrical work and upgrades will be performed with proper permitting.
- ▶ All electrical equipment used by Twisted Growers will be connected to the electrical system in accordance with the equipment manufacturer's recommendations.

Emergency Action Plan

- ▶ Evacuation Procedures and Emergency escape routes will be posted clearly and visibly at every entrance/exit to the building clearly highlighting routes and exits
- ▶ Designation of what, if any, employees will remain after the evacuation alarm to shut down critical operations or perform other duties before evacuating
- ▶ A safe meeting place will be established outside a safe distance away from the facility for evacuation purposes;
 - ▶ A manager or supervisor will be appointed on each shift that is to be held accountable for taking a head count of all employees after evacuation has been completed and will notify emergency personnel of any missing workers
- ▶ Procedures for assisting visitors to evacuate, particularly those with disabilities or who do not speak English will be clearly posted within employee breakrooms

Employee Handbook

- ▶ Attached please find Twisted Growers, LLC Employee Handbook

Record Keeping Procedures

- ▶ The purpose of this is to ensure that necessary records and documents are adequately protected and maintained and to ensure that records that are no longer needed by Twisted Growers, LLC or are of no value are discarded at the proper time and in a proper manner.
- ▶ These procedures are also for the purpose of aiding employees of Twisted Growers, LLC in understanding their obligations in retaining electronic documents, - including, emails, web files, text files, sound and movie files, PDF documents, all formatted files. AS WELL AS, all physical records generated in the course of Twisted Growers, LLC's operations, including both original documents/ receipts and reproductions.
 - ▶ The following list is in no way a complete listing, but a general guideline of what is to be kept/ stored;
 - ▶ Accounting and finance records, contracts, corporate records, Correspondences and Internal Memoranda, electronic documents, Insurance records, legal files and papers, payroll documents, personnel Records, property records, tax records, contribution records and programs & services records.

Equal Opportunity Employment @ Twisted Growers

- ▶ As stated within the employee handbook, Twisted Growers, LLC is an Equal Opportunity Employer
 - ▶ It is Twisted Growers policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence or other nondiscriminatory basis. It is also the Company's policy to ensure that all personnel decisions concerning compensation, benefits, and Company sponsored training are administered on the basis of merit, qualifications, and competence or other nondiscriminatory basis. These policies shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, disability, genetic information or other characteristic protected by law.
- ▶ In establishing these policies, Twisted Growers, LLC recognizes the need to initiate and maintain personnel measures to ensure the achievement of equal employment opportunities in all aspects of the workplace settings, conditions, and decisions. It shall be the responsibility of all employees/managers to abide by and carry out the letter, spirit, and intent of Twisted Growers equal employment opportunity commitment. No employee/manager may refuse to hire, train, promote, or provide equitable employment conditions to any employee or applicant, or discipline or dismiss an employee on the basis of such person's sex, race, color, religion, national origin, pregnancy, age, marital status, disability, genetic information or other characteristic protected by law.
- ▶ The definition of "genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family member (i.e. family medical history).

Employee Training

- ▶ Twisted Growers, LLC seeks to provide training for employees/managers interested in advancing with the Company. These training programs are used to enhance and develop the necessary skills to provide excellent customer service and to safely and productively carry out job duties.
- ▶ Development of such training is an ongoing process. Both individual and group instruction is provided at different times and places as scheduled by a Manager for Training & Development. Instruction includes, but is not limited to, training in Company policy and procedures, safety, technology, equipment operation, and product knowledge. Employees participating in Company training will be paid their base wage for hours in training.
- ▶ All employees shall become Registered Marijuana Establishment Agents and will comply with the requirements of 935 CMR 500.030.
- ▶ Employee Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and will minimally include a Responsible Vendor Program under 935 CMR 500.105(2)(b).
- ▶ At a minimum, all staff shall receive eight hours of on-going training annually.

Tier Designation

- ▶ Twisted Growers, LLC is a Tier 11 Cultivation Facility

Personal Information

- Dominick DeMartino -

- ▶ Dominick DeMartino, Co-Director, Co-President & Co-Chief Executive Officer
- ▶ Years at current residence: Over 20 years.
- ▶ Dominick has over 25 years in the Manufacturing/Distribution and retail Market with over 150 employees under his direction.
- ▶ In 2001, Dominick started investing in the real estate market. Today he has a portfolio of over one million square feet of commercial properties in both Connecticut and Massachusetts.
- ▶ Dominick's company Demartino Development and Construction LLC, holds a Connecticut Major Contractors License, and has been in business for 18 years.
- ▶ Dominick is also an active member of the Middlesex Chamber of Commerce, and other community service organizations.
- ▶ After hours Contact Information: Dominick@TwistedGrowers.com
Phone Number: To Be Provided

Personal Information

- Dennis Karjanis -

- ▶ Dennis Karjanis Co-Director, Co-President & Co-Chief Executive Officer
- ▶ Years at current residence: 4years 6months
- ▶ Dennis has nearly 11 years of strategic financial managing & consulting experience for top tier financial firms. While in this role, Dennis focused on private wealth management in addition to investment management.
- ▶ Dennis is also looking to be a member of the National Cannabis Industry Association (NCIA) and believes the marijuana industry will positively impact local economies and help to fix the failed war on drugs.
- ▶ Dennis is a graduate of Western Connecticut State University with a Bachelor of Science in Computer Information Systems & Accounting.
- ▶ After Hours Contact Information: Dennis@TwistedGrowers.com
Phone Number: To Be Provided

Plan for Positive Impact

- ▶ Twisted Growers keys to success are through giving back to the surrounding communities by not only producing and providing high quality, safe, reliable cannabis products; and working in conjunction with local community to foster good will; but also by employing persons and/or companies from the following areas (but not limited to) which have been disproportionately impacted in the past;
 - ▶ Taunton, Mansfield, New Bedford, and Fall River.
- ▶ With a cultivation facility and retail operations located in Lakeville, we would plan to employ or contract approximately 20-25 individuals filling both part time and full time positions, in addition to employing local contractors and other local services. Many of these positions would represent opportunities for residents of the surrounding areas.
 - ▶ Over time as the company grows it would significantly increase these employment needs and could more than double Twisted Growers number of cultivation employees.
- ▶ The economic benefits alone have helped states where marijuana has been legalized by funneling tax revenue from the sale of the cannabis plant to areas like public education and town infrastructure.



PLAN FOR OBTAINING LIABILITY INSURANCE

Twisted Growers LLC (“Twisted Growers”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Twisted Growers will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Twisted Growers will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Twisted Growers will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Twisted Growers LLC (“Twisted Growers”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Twisted Growers agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event Twisted Growers discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Twisted Growers will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Twisted Growers will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Twisted Growers will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Twisted Growers will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Twisted Growers packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Twisted Growers’ website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



QUALITY CONTROL AND TESTING

Quality Control

Twisted Growers LLC (“Twisted Growers”) will comply with the following sanitary requirements:

1. Any Twisted Growers agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Twisted Growers 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.
3. Twisted Growers’ 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 Twisted Growers’ production areas 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;
4. Twisted Growers’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Twisted Growers 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 pursuant to 935 CMR 500.105(12);
6. Twisted Growers’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Twisted Growers’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Twisted Growers’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Twisted Growers 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 so designed and of such material and workmanship as to be adequately cleanable;
10. 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. Twisted Growers acknowledges and understands that the Commission may require Twisted Growers to demonstrate the intended and actual use of any toxic items found on Twisted Growers’ premises;



11. Twisted Growers will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Twisted Growers' needs;
12. Twisted Growers' plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Twisted Growers will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Twisted Growers will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Twisted Growers 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.

Twisted Growers' vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Twisted Growers will ensure that Twisted Growers' facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Twisted Growers 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 Twisted Growers to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Twisted Growers will process marijuana in a safe and sanitary manner. Twisted Growers will process the leaves and flowers of the female marijuana plant only, which will be:

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

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, and



any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment Twisted Growers will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

Twisted Growers will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Twisted Growers for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Twisted Growers' marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Twisted Growers' environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Twisted Growers' marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Twisted Growers acknowledges and understands that the Commission may require additional testing.



Twisted Growers' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Twisted Growers and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Twisted Growers will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Twisted Growers acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Twisted Growers' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Twisted Growers for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.



Quality Control Samples

Twisted Growers may create a sample of Marijuana Product (“Marijuana”) to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow Twisted Growers to produce the highest quality Marijuana Products for distribution on the adult use market.

Quality Control Samples provided to employees may not be consumed on Twisted Growers’ Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Twisted Growers will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Twisted Growers will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Twisted Growers LLC (“Twisted Growers”) will securely maintain personnel records, including registration status and background check records. Twisted Growers will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Twisted Growers and will include, at a minimum, the following:

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

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Twisted Growers will undergo a detailed background investigation prior to being granted access to a Twisted Growers facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Twisted Growers pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Twisted Growers will consider:



- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Twisted Growers will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Twisted Growers will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. 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 2.18: Adverse Employment Decision Based on CORI or



Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Twisted Growers or the Commission.

Personnel Policies and Training

As outlined in Twisted Growers' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Twisted Growers agents are required to complete training as detailed in Twisted Growers' Qualifications and Training plan which includes but is not limited to Twisted Growers' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Twisted Growers will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Twisted Growers operations, which will be reported to the 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, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



RECORDKEEPING PROCEDURES

General Overview

Twisted Growers LLC (“Twisted Growers”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Twisted Growers documents. Records will be stored at Twisted Growers in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Twisted Growers is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Twisted Growers’ quarter-end closing procedures. In addition, Twisted Growers’ operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;



- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Twisted Growers.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Twisted Growers and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Twisted Growers will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Twisted Growers will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all



damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records
 - Within ten (10) calendar days, Twisted Growers will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Twisted Growers for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Twisted Growers' jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Twisted Growers will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Twisted Growers agents present during the disposal or other handling, with their signatures. Twisted Growers will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Twisted Growers is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Twisted Growers will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Twisted Growers' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.



- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Twisted Growers shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Twisted Growers closes, all records will be kept for at least two (2) years at Twisted Growers' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Twisted Growers will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Twisted Growers' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Twisted Growers' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Twisted Growers operations, which will be reported to the 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, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Twisted Growers, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Twisted Growers' website.
- Policies and procedures for the handling of cash on Twisted Growers premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on 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); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Twisted Growers shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention



Twisted Growers will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.



MAINTAINING OF FINANCIAL RECORDS

Twisted Growers LLC's ("Twisted Growers") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Twisted Growers.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Twisted Growers determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.



- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Twisted Growers shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.



QUALIFICATIONS AND TRAINING

Twisted Growers LLC (“Twisted Growers”) will ensure that all employees hired to work at a Twisted Growers facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Twisted Growers will maintain a list of anticipated positions and their qualifications.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Twisted Growers will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Twisted Growers discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Twisted Growers will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Twisted Growers’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Twisted Growers Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Twisted Growers or by a third-party vendor engaged by the Twisted Growers. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Twisted Growers Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Twisted Growers Agents must first take the Basic Core Curriculum within 90 days of hire, which includes 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 must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Twisted Growers Agents which shall include:
 - Conduct of Twisted Growers Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Twisted Growers will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Twisted Growers’ records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Twisted Growers Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Twisted Growers to maintain designation as a Responsible Vendor. Once the Twisted Growers Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.



ENERGY COMPLIANCE PLAN

Twisted Growers LLC (“Twisted Growers”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Twisted Growers will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Twisted Growers is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Twisted Growers will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Twisted Growers is in the process of considering opportunities for renewable energy generation (including wind and solar options). Twisted Growers’ preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Twisted Growers may reconsider at a future date. Twisted Growers will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Twisted Growers is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Twisted Growers will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs



Twisted Growers also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Twisted Growers will also coordinate with its utility companies to explore any energy efficiency options available to Twisted Growers.



PRODUCT MANUFACTURING SAFETY PLAN

In accordance with 935 CMR 500.105(3)(c), Twisted Growers LLC (“Twisted Growers”) will ensure that all edibles will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

Agent Hygiene Practices

Twisted Growers agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Twisted Growers agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Twisted Growers facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Twisted Growers agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

Food Material Practices

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

Food Contact Surface Sanitation Practices

The Company recognizes the importance of properly washing, rinsing, and sanitizing food preparation equipment, utensils, and all surfaces that come into contact with food to reduce the number of bacteria, prevent the spread of bacteria, and eliminate the possibility of cross-contamination. Twisted Growers will institute the following sanitation procedures in its commercial kitchen:

- Sanitizing solution should be used in the kitchen and other areas to sanitize food contact surfaces and utensils prior to use.
- All surfaces that come into contact with food will be washed, rinsed, and sanitized after each use, when an agent begins working with another type of food, anytime an agent is interrupted during a task and the tools or items they have been working with may have become contaminated, or at four-hour intervals if the areas or items are in constant use.



- Sanitizing solution will be stored in buckets or other containers such as a spray bottle and used with wiping cloths to sanitize prep tables, prep sinks, dining room tables, bar area, and working utensils; in the third compartment of a 3-compartment sink to sanitize all dishes that are washed; and use the final rinse in the dish machine to sanitize all dishes that are washed.
 - The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm Range recommended: 50-100ppm. Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
Use provided test strips. Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
 - The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.
- Agents will ensure that all wiping cloths are soaked with sanitizer when cleaning food contact surfaces (like cutting boards, prep tables, slicers, etc.) and stored in sanitizer when not in use.
- Sanitizer buckets will be set up at all times in areas where food is being handled. Agents will check sanitizer solutions frequently to ensure that they are at the correct concentration, using the proper test strips for the type of sanitizing chemical that they are using.
- Sanitizer solutions will be changed as needed to properly sanitize food contact surfaces.
- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to



prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Twisted Growers facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.

- Equipment and utensils utilized in the Twisted Growers facility be so designed and of such material and workmanship as to be adequately cleanable.

Training

All agents will complete mandatory safety training sessions. Twisted Growers agents and Twisted Growers management will have the following responsibilities when it comes to health and safety:

- **Twisted Growers Management:**
 - Ensure the health and safety of all agents.
 - Correct any workplace conditions that are hazardous to the health and safety of agents.
 - Inform agents about any remaining hazards.
 - Make copies of the OSHA Regulations and any workers compensation requirements available by posting throughout the facility.
 - Ensure agents know their rights and responsibilities under OSHA Regulations and the Commission's requirements and that they comply with them.
 - Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
 - Provide agents with education, supervision, and training specific to equipment.
 - Perform ongoing reviews and updates to policies and procedures as needed.
- **Twisted Growers Agents:**
 - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
 - Comply with all regulations and other legal requirements.
 - Follow established safe work procedures.
 - Use the required personal protective equipment.
 - Refrain from horseplay or similar conduct that may endanger others.
 - Ensure individual ability to work safely is not impaired by drugs or alcohol.
 - Report accidents and other incidents (including near misses) to the manager on duty.
 - Report the following to the manager on duty:
 - A hazard that might endanger Twisted Growers agents;
 - A problem with personal protective equipment or clothing; or
 - Any suggestions to improve workplace safety.

Cleanliness & Sanitation Training:

Twisted Growers will combine its existing successful agent training program, supplemented with Commission rules and cannabis specific training to provide exhaustive training curricula to all agents. Twisted Growers' training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial



contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
- Quality assurance procedures and consequences of failing to follow the company's established processes; and
- ServSafe certification training.

Twisted Growers Lab and Production Agent Health and Safety Program

Twisted Growers has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the Twisted Growers facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
 - Dealing with wet surfaces;
 - Wearing proper personal protective equipment and clothing;
 - Handling solvents with use of protective gloves and proper ventilation; and
 - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Twisted Growers facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

When selling or otherwise transferring marijuana to another marijuana establishment Twisted Growers will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect



marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Workplace Safety Procedures

Twisted Growers has developed policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards

1. Each employee must comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977 are incorporated by reference.
2. OSHA Standards that may be applicable are:
 - a. 1904 Recording and reporting occupational injuries and illnesses
 - b. 1910.36 Design and construction requirements for exit routes
 - c. 1910.38 Emergency action plans
 - d. 1910.39 Fire prevention plans
 - e. 1910.94 Ventilation
 - f. 1910.95 Occupational noise exposure
 - g. 1910.101 Compressed gases
 - h. 1910.106 Flammable Liquids
 - i. 1910.120 Hazardous waste operations and emergency response
 - j. 1910.132 Personal protective equipment: general requirements
 - k. 1910.133 Eye and face protection
 - l. 1910.134 Respiratory protection
 - m. 1910.135 Head protection
 - n. 1910.136 Foot protection
 - o. 1910.137 Electrical protective equipment
 - p. 1910.138 Hand protection
 - q. 1910.141 Sanitation
 - r. 1910.147 The control of hazardous energy (lockout/tagout)
 - s. 1910.151 Medical services and first aid
 - t. 1910.157 Portable fire extinguishers
 - u. 1910.159 Automatic sprinkler systems
 - v. 1910.165 Employee alarm systems
 - w. 1910.212 Machinery and machine guarding
 - x. 1910.242 Hand and portable powered tools and equipment
 - y. 1910.263 Bakery equipment
 - z. 1910.303 General design standards for electrical systems
 - aa. 1910.335 Safeguards for personnel protection and electrical systems
 - bb. 1910.1000 Table Z-1 Table Z-1 Limits for Air Contaminants



cc. 1910.1200 Hazard communication

Hazard Communications Plan

1. Twisted Growers' Hazard Communication policies and procedures shall ensure Twisted Growers is compliant with applicable OSHA requirements and all applicable state and local laws, regulations, ordinances, and other requirements.
2. All levels of supervision will be held accountable for the safety of those employees under their direction.
3. Copies of Twisted Growers' Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.
4. Twisted Growers' Hazard Communication policies and procedures shall, at a minimum, address the following:
 - a. Informing employees of hazardous chemicals used at Twisted Growers.
 - b. Use of labels and other forms of warning. Use of Material Safety Data Sheets (MSDS).
 - c. Procedure with respect to hazardous non-routine tasks.
 - d. Maintaining a list of known hazardous chemicals used by employees and independent contractors.
 - e. Communication of hazards.
 - f. Training of employees and independent contractors.
5. Twisted Growers Facility Manager will maintain, review, and update the Hazard Communication policies and procedures and be responsible for:
 - a. Implementation of Twisted Growers' Hazard Communication policies and procedures.
 - b. Ensure that OSHA records are maintained at all times.
 - c. Train all Twisted Growers employees and visiting independent contractors.
 - d. Provide documentation of all training and communications to the Human Resources Manager.

Personal Protective Equipment (PPE)

1. Twisted Growers' personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE.
2. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter.
3. Employees will wear appropriate PPE at all times.
4. All managers, will implement all aspects of Twisted Growers' PPE policies and procedures, including:
 - a. Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
 - b. Reviewing hazard assessments to determine the need for PPE.
 - c. Acquiring the correct PPE.
 - d. Training employees on the use of PPE.
 - e. In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
 - f. Ensuring PPE is available, provided and documented.



- g. Conducting hazard specific training for the use of PPE.
- h. Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:

- 1. Ensure all employees wear the appropriate PPE.
- 2. Ensure that all employees have completed PPE training.
- 3. Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
- 4. Comply with PPE policies as required and support the PPE program as necessary.
- 5. Participate in quarterly training for the use and maintenance of PPE.
- 6. Replace all damaged PPE.

Employees will:

- 1. Inspect PPE before use and ensure proper maintenance.
- 2. Wear all assigned PPE and conduct assigned tasks in a safe manner.
- 3. Notify a manager when PPE is damaged and needs to be replaced.
- 4. Participate in quarterly training for the use and maintenance of PPE.
- 5. Comply with PPE policies as required and support the PPE program as necessary.

Assessment

- 1. For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard.
- 2. PPE will be selected to protect against any hazard that is present or likely to be present.
- 3. PPE selections will be compliant with all applicable federal (excepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.
- 4. All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task.
- 5. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.
- 6. Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

Fire Protection Plan

- 1. All Twisted Growers employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected.
- 2. The Facility Manager is responsible for the control of accumulation of flammable or combustible waste materials.
- 3. In addition, the Facility Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.)
- 4. All Twisted Growers agents will be trained on and are responsible for understanding the following Safe Code of Work Practices:



- a. Flammables, including datasheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
- b. Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
- c. Care must be taken not to block potential escape routes, particularly with flammable materials.
- d. Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.
5. Additionally, fire control measures installed or available in work areas include installed and monitored sprinkler systems, fire extinguishers and fire alarms systems.
6. The Facility will have Fire Extinguishers throughout the facility.

Emergency Action Plan

1. Twisted Growers' emergency action plan serves to outline procedures for handling of emergency situations.
2. These protocols ensure the safety of all personnel in an emergency situation.
3. The Compliance Officer will oversee policy compliance for personnel under his or her supervision. Facility managers are responsible for oversight of all the employees and all emergency procedures.
4. All Twisted Growers employees will adhere to the policies and SOPs in this manual.
5. All employees will have proper training in emergency preparedness as a condition of employment.

Response to a Medical Emergency

Medical problems may range from minor, isolated events such as a fall down the stairs to the significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should wait for qualified personnel to deliver medical attention.
- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss



their injury, the accident, or what circumstances might have contributed to its cause, if possible.

- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

Response to a Fire Emergency

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available notify on-site personnel via:
 - Voice communication
 - Phone paging
 - Radio
- Fight the fire ONLY if:
 - The fire department has been notified
 - The fire is small and not spreading to other areas
 - Escaping the area is possible by backing up to the nearest exit
 - The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
 - Leave the building using designated escape routes
 - Assemble in the designated area
 - Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- The Compliance Officer shall designate employees as emergency responders who shall:
 - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
 - Coordinate an orderly evacuation of personnel
 - Perform an accurate headcount of personnel reported to the designated area
 - Determine a rescue method to locate missing personnel
 - Provide fire department personnel with the necessary information about the facility

Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

If the power loss causes freezing temperatures within the building the following measures should be taken:

- Emergency eyewash station should be drained of water to avoid freezing and cracking of pipes.
- Equipment that contains fluids that can freeze due to long-term exposure should be drained of all such fluids.
- Propylene-glycol may be added to drains to prevent traps from freezing.



Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming in circuitry.
- Water pipes should be checked for leaks after heat has been restored to prevent flooding.

Bomb Threat

In the event of a bomb threat made in person or over the phone:

- Be calm and listen,
- Do not interrupt the caller,
- Record your name, time, and date,
- Record the following about the caller's identity:
 - Sex (Male or female)
 - Adult or juvenile
 - Origin of call (local, long distance, telephone booth):
 - Voice characteristics: loud/soft, high pitch/deep, raspy/pleasant, intoxicated, other
 - Accent: local/not local, foreign/regional, race
 - Speech: fast/slow, distinct/distorted, stutter/slurred/nasal
 - Manner: calm/angry, rational/irrational, coherent/incoherent, deliberate/emotional, righteous/laughing
 - Language: excellent, good, fair, poor, foul
 - Background noises: factory, trains, machines, animals, music, quiet, office, voices, airplanes, street, party, traffic, atmosphere
- If told, record all the following facts:
 - When will it go off
 - Where is it located
 - What kind of bomb
 - What kind of package
- While on the phone or handling the person deploy the silent alarm button nearest your position.
- If the threat is made by phone, signal personnel to evacuate the facility immediately.
- As soon as possible call 911 and all company emergency contacts.

Flood

- Stay calm and await instructions from designate emergency personnel or first responders.
- Shut down all utilities and equipment if it is safe to do so.
- Follow the recommended primary or secondary evacuation routes.

Blizzard

- Stay calm and await instructions from designate emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
 - Close off unneeded rooms or areas
 - Stuff towels or rags in cracks under doors
 - Cover windows



- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, lightweight warm clothing, if available.

Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, re-fresher training annually and as needed throughout the year:

- 1) If a firearm is displayed, Agents should assume it is real and loaded.
- 2) Agents should not do anything that would jeopardize their safety or the safety of others.
- 3) Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
- 4) Agents should activate alarms ONLY if Agents can do so safely and without detection.
- 5) Agents should follow the directions of the robber(s), but not volunteer to anything more than asked.
- 6) If the robber hands them a note, Agents should drop it on the floor or place it out of sight to retain as evidence.
- 7) Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.
- 8) Agents should note the number of accomplices and where they stood, paying special attention to the way the robbers address each other because under stress, they may use real names.
- 9) Agents should note the type of weapon used by the robber and where he or she carried it.
- 10) Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
- 11) Agents should try to remember exactly what the robber(s) said.
- 12) Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After an armed robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who actually dealt with the robber(s) should be near the person designated to telephone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.

Active Shooter

The U.S. Department of Homeland Security defines an active shooter as “an individual actively engaged in shooting or attempting to shoot people in a confined and populated area.” Twisted



Growers will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

- 1) **Evacuate (RUN)**: If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to a room that can be locked (safe room). If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.
- 2) **Lockdown and Shelter-in-Place (HIDE)**: If they cannot safely evacuate the area, the best option is for the employees to find a room with a door that locks from the inside. If the door does not lock, they should barricade it with large heavy objects such as desks, tables, file cabinets, furniture, and books to make entry as difficult as possible. They should locate an area with ballistic cover, not just visual concealment, because cover stops and slows bullets while concealment does not. If for some reason the employees are caught in an open area such as a hallway or reception area, they can try to hide, remain as quiet and calm as possible, or “play dead” to avoid detection. Employees should also:
 - Cover windows and draw blinds
 - Turn off radios and computer monitors
 - Keep out of sight
 - Silence cell phones and remain as quiet as possible
- 3) **Confront the Shooter (FIGHT)**: If the employees come face to face with the assailant, as a last resort and because no single procedure can be recommended in this situation, they should attempt to quickly overpower the individual with force in the most violent manner possible. If the employees are with other people they should work as a collective group to overcome the shooter by yelling “Gun!”, throwing items at the shooter’s head to distract him or her, grabbing the weapon, or holding the shooter for police. They should remember that in most cases, the attacker will continue to shoot victims unless he or she is stopped.

DIVERSITY PLAN

- ◆ Twisted Growers LLC (hereinafter referred to as "TG" or "the Company") is committed to creating a diverse workforce that promotes equity among minorities, women, veterans, people with disabilities, and LGBTQ+ individuals. It is important to us to ensure that all individuals have the opportunity to be a part of our team. Furthermore, it is our belief that the more diverse and inclusive our team is, the more successful TG will be as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.
- ◆ The purpose of TG's Diversity Plan is to ensure that our hiring practices create a diverse and inclusive organization. We believe this plan will promote a discrimination-free work environment, that provides opportunities to all employees. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.
 - ◇ It is meant to be an evolving document designed to guide decisions and practices that ensure equal opportunity.
 - ◇ It will be evaluated and modified, when necessary, as our company grows and expands. Any actions taken, or programs instituted, by TG will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

Goal (1): Create a safe, accepting and respectful work environment.

Implementation

- ◆ TG will require one annual cultural sensitivity training for employees including specific training for employees in management positions.
- ◆ Employees will be asked to fill out one annual engagement survey to elicit feedback on the Company's work environment.
- ◆ Employees will be able to provide feedback to TG at any time through the use of an anonymous suggestion box outside management offices for any employee who wishes to leave a suggestion but remain anonymous when doing so. This box will remain locked, so any suggestions left inside cannot be tampered with.

Metrics

- ◆ TG will collect and consider the feedback from the surveys and suggestion box. All comments and feedback will be documented and reviewed by senior management staff.
 - ◇ The suggestion box will be checked on a weekly basis by either the CEO, COO, or approved corresponding human resources management of the company.
- ◆ TG will conduct engagement surveys annually and review the results of these surveys within a month of administering them.
- ◆ The senior management staff, will identify the top 3-5 areas for improvement and, in collaboration with TG employees, develop goals (short and long term) on how to address those areas of development.

- ◆ This review of feedback will enable TG to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Goal (2): To recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce. As part of our hiring plan, TG will set achievable percentage goals for the hiring of minorities (10%), women (50%) and veterans, people with disabilities and LGBTQ+ individuals (10%) with a goal to increase the number of individuals falling into these demographics working in the establishment.

Implementation

- ◆ Create gender-neutral job descriptions;
- ◆ Recruit from state and local groups;
- ◆ Post hiring needs in diverse publications such as a variety of web-based recruitment platforms and local newspapers such as the Taunton Daily Gazette;
- ◆ Participate in local hiring events and job fairs;
- ◆ Attend community group meetings, to introduce TG and address the existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry. TG will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments.
- ◆ TG will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with TG.
- ◆ To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.
- ◆ TG will encourage community participation in activities sponsored by the company, including community events, street fairs, job fairs, chamber of commerce events and the like;
- ◆ TG employees will participate in events sponsored by the host community;

Metrics

- ◆ TG will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions.
- ◆ TG will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of the Company.
- ◆ TG will assess and review its progress annually upon receipt of its Provisional License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, TG will be able to demonstrate to the Commission the success of this initiative.

TG will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by TG will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.