



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284038  
Original Issued Date: 07/27/2022  
Issued Date: 07/27/2022  
Expiration Date: 07/27/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Union Twist, Inc.

Phone Number: 917-740-0649 Email Address: tahira@uniontwist.com

Business Address 1: 630 Worcester Road

Business Address 2:

Business City: Framingham

Business State: MA

Business Zip Code: 01702

Mailing Address 1: One International Place, Suite 3700

Mailing Address 2: C/O Prince Lobel Tye LLP

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02110

### 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: 6

Percentage Of Control: 100

Role: Director

Other Role: Sole Director on the Board of Directors, President, Treasurer, Secretary, Manager of Union Twist Holdings LLC

First Name: Tahira	Last Name: Rehmatullah	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 6	Percentage Of Control: 83	
Role: Other (specify)	Other Role: Manager of Athenacan, LLC; Manager of JM10-FFF, LLC; Manager of JM10 II, LLC; 6 percent owner of Union Twist Holdings, LLC	
First Name: Gregory	Last Name: Thomaier	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

Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: Union Twist Holdings, LLC	Entity DBA:	DBA City:
Entity Description: Massachusetts Limited Liability Corporation		
Foreign Subsidiary Narrative:		
Entity Phone: 917-740-0649	Entity Email: info@uniontwist.com	Entity Website:
Entity Address 1: 300 N. End Ave, 21C	Entity Address 2:	
Entity City: New York	Entity State: NY	Entity Zip Code: 10282
Entity Mailing Address 1: 300 N. End Ave, 21C	Entity Mailing Address 2:	
Entity Mailing City: New York	Entity Mailing State: NY	Entity Mailing Zip Code: 10282
Relationship Description: Union Twist, Inc. is wholly owned by Union Twist Holdings, LLC. Tahira Rehmatullah is the sole managing member.		

Entity with Direct or Indirect Authority 2

Percentage of Control: 77	Percentage of Ownership: 77	
Entity Legal Name: Athenacan, LLC	Entity DBA:	DBA City:
Entity Description: Massachusetts Limited Liability Corporation		
Foreign Subsidiary Narrative:		
Entity Phone: 646-416-1532	Entity Email: gt@jm10partners.com	Entity Website:
Entity Address 1: 10 Bryn Mawr Road	Entity Address 2:	
Entity City: Wellesley	Entity State: MA	Entity Zip Code: 02482
Entity Mailing Address 1: 10 Bryn Mawr Road	Entity Mailing Address 2:	
Entity Mailing City: Wellesley	Entity Mailing State: MA	Entity Mailing Zip Code: 02482
Relationship Description: Athenacan, LLC is a 77% owner of Union Twist Holdings, LLC. Greg Thomaier is the Manager of Athenacan, LLC.		

Entity with Direct or Indirect Authority 3

Percentage of Control: 38.5	Percentage of Ownership: 38.5	
Entity Legal Name: JM10 II LLC	Entity DBA:	DBA City:

**Entity Description:** Delaware Limited Liability Corporation

**Foreign Subsidiary Narrative:**

**Entity Phone:** 646-416-1532

**Entity Email:**

gt@jm10partners.com

**Entity Website:**

**Entity Address 1:** 874 Walker Road, Suite C

**Entity Address 2:**

**Entity City:** Dover

**Entity State:** DE

**Entity Zip Code:** 19904

**Entity Mailing Address 1:** 874 Walker Road, Suite C

**Entity Mailing Address 2:**

**Entity Mailing City:** Dover

**Entity Mailing State:** DE

**Entity Mailing Zip Code:**

19904

**Relationship Description:** JM10 II LLC owns 50% of Athenacan LLC and, as such, 38.5% of Union Twist Holdings, LLC. Greg Thomaier is the manager of JM10 II LLC. No member owns more than 9.9 percent of JM10 II LLC.

#### Entity with Direct or Indirect Authority 4

**Percentage of Control:** 38.5

**Percentage of Ownership:** 38.5

**Entity Legal Name:** JM10-FFF, LLC

**Entity DBA:**

**DBA**

**City:**

**Entity Description:** Delaware Limited Liability Corporation

**Foreign Subsidiary Narrative:**

**Entity Phone:** 646-416-1532

**Entity Email:**

gt@jm10partners.com

**Entity Website:**

**Entity Address 1:** 874 Walker Road, Suite C

**Entity Address 2:**

**Entity City:** Dover

**Entity State:** DE

**Entity Zip Code:** 19904

**Entity Mailing Address 1:** 874 Walker Road, Suite C

**Entity Mailing Address 2:**

**Entity Mailing City:** Dover

**Entity Mailing State:** DE

**Entity Mailing Zip Code:**

19904

**Relationship Description:** JM10-FFF, LLC owns 50% of Athenacan LLC and, as such, 38.5% of Union Twist Holdings, LLC. Greg Thomaier is the manager of JM10-FFF, LLC . No member owns more than 9.9 percent of JM10-FFF, LLC.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

**Entity Legal Name:** Union Twist Holdings, LLC

**Entity DBA:**

**Email:** tahira@uniontwist.com

**Phone:** 917-740-0649

**Address 1:** 630 Worcester Road

**Address 2:**

**City:** Framingham

**State:** MA

**Zip Code:** 01702

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

**Capital Attestation:** Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

### Individual 1

First Name: Tahira Last Name: Rehmatullah Suffix:

Marijuana Establishment Name: Union Twist, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Framingham Marijuana Establishment State: MA

### Individual 2

First Name: Tahira Last Name: Rehmatullah Suffix:

Marijuana Establishment Name: Union Twist, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Newton Marijuana Establishment State: MA

### Individual 3

First Name: Gregory Last Name: Thomaier Suffix:

Marijuana Establishment Name: Union Twist, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Framingham Marijuana Establishment State: MA

### Individual 4

First Name: Gregory Last Name: Thomaier Suffix:

Marijuana Establishment Name: Union Twist, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Newton Marijuana Establishment State: MA

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 259 Cambridge Street

Establishment Address 2:

Establishment City: Boston Establishment Zip Code: 02134

Approximate square footage of the establishment: 9000 How many abutters does this property have?: 65

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

## HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	UTI - Boston - Plan to Remain Compliant with Local Zoning.pdf	pdf	60083c68b11eae07c3c5b18d	01/20/2021
Certification of Host Community Agreement	UT_HCA_Certification Form.259 Cambridge Street Allston_EXECUTED.pdf	pdf	607ee876cefab844e671592c	04/20/2021
Community Outreach Meeting Documentation	UT Allston- Community Outreach Meeting Attestation[3][4]_Redacted.pdf	pdf	607eecd04989114597238ad9	04/20/2021

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	UTI - ADI - 05.14.20.pdf	pdf	60083c7f09cfae0810fd5fdd	01/20/2021



## ADDITIONAL INFORMATION NOTIFICATION

Notification:

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

Role: Manager Other Role:  
First Name: Tahira Last Name: Rehmatullah Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

### Individual Background Information 2

Role: Other (specify) Other Role: : Manager of Athenacan, LLC; Manager of JM10-FFF, LLC; Manager of JM10 II, LLC; 6 percent owner of Union Twist Holdings, LLC  
First Name: Gregory Last Name: Thomaier Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

## ENTITY BACKGROUND CHECK INFORMATION

### Entity Background Check Information 1

Role: Parent Company Other Role: Capital Contributor  
Entity Legal Name: Union Twist Holdings, LLC Entity DBA:  
Entity Description: Delaware Limited Liability Company  
Phone: 917-740-0649 Email: tahira@uniontwist.com  
Primary Business Address 1: 300 N. End Ave. Primary Business Address 2: #21C  
Primary Business City: New York Primary Business State: NY Principal Business Zip Code: 10282  
Additional Information:

### Entity Background Check Information 2

Role: Parent Company Other Role:  
Entity Legal Name: Athenacan, LLC Entity DBA:  
Entity Description: Massachusetts Limited Liability Corporation  
Phone: 646-416-1532 Email: gt@jm10partners.com  
Primary Business Address 1: 10 Bryn Mawr Road Primary Business Address 2:  
Primary Business City: Wellesley Primary Business State: MA Principal Business Zip Code: 02482  
Additional Information:

### Entity Background Check Information 3

Role: Parent Company Other Role:  
Entity Legal Name: JM10-FFF, LLC Entity DBA:  
Entity Description: Delaware Limited Liability Corporation  
Phone: 646-416-1532 Email: gt@jm10partners.com  
Primary Business Address 1: 874 Walker Road, Suite C Primary Business Address 2:  
Primary Business City: Dover Primary Business State: DE Principal Business Zip Code: 19904  
Additional Information:

### Entity Background Check Information 4

Date generated: 08/01/2022

**Role:** Parent Company      **Other Role:**  
**Entity Legal Name:** JM10 II LLC      **Entity DBA:**  
**Entity Description:** Delaware Limited Liability Corporation  
**Phone:** 646-416-1532      **Email:** gt@jm10partners.com  
**Primary Business Address 1:** 874 Walker Road, Suite C      **Primary Business Address 2:**  
**Primary Business City:** Dover      **Primary Business State:** DE      **Principal Business Zip Code:** 19904  
**Additional Information:**

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Union Twist_Bylaws.pdf	pdf	600a2830a4d1c40799969d23	01/21/2021
Articles of Organization	Articles of Organization_Union Twist.pdf	pdf	600a28b3c6de99078eaa9034	01/21/2021
Department of Revenue - Certificate of Good standing	DUA_Union Twist.pdf	pdf	600a2934bb013b0802088098	01/21/2021
Secretary of Commonwealth - Certificate of Good Standing	Union Twist, Inc - Certificate of Good Standing (January 26 2021).pdf	pdf	601073fa91465f076d75d35a	01/26/2021
Department of Revenue - Certificate of Good standing	UT Certificate of Good Standing 042221.pdf	pdf	6081b090e54b280786bad963	04/22/2021

No documents uploaded

Massachusetts Business Identification Number: 001353659

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	UTI_Plan for Obtaining Liability Insurance.pdf	pdf	6009f404ce58f607af048438	01/21/2021
Proposed Timeline	Union Twist_PROPOSED TIMELINE.pdf	pdf	600a2a2ac6de99078eaa903a	01/21/2021
Business Plan	Business Plan.pdf	pdf	6095afce2e7a1d0770d0973f	05/07/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Union Twist - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	60301f69ffb50c07eaff90bf	02/19/2021
Restricting Access to age 21 and older	Union Twist - Plan for Restricting Access to Age 21 and Older.pdf	pdf	60301f945aed110812e48d71	02/19/2021
Security plan	Union Twist - Security Plan.pdf	pdf	60301f9eb892bc07d32a52f7	02/19/2021
Prevention of diversion	Union Twist - Prevention of Diversion.pdf	pdf	60301fa94ec46c07be83b66d	02/19/2021

Storage of marijuana	Union Twist - Storage of Marijuana.pdf	pdf	60301fb9cb9ce807dbbd713a	02/19/2021
Transportation of marijuana	Union Twist - Transportation of Marijuana.pdf	pdf	60301fc97fa14107d4031981	02/19/2021
Inventory procedures	Union Twist - Inventory Procedures.pdf	pdf	60301fd359c4f4079dbb24fc	02/19/2021
Quality control and testing	Union Twist - Quality Control and Testing.pdf	pdf	60301fe07fa14107d4031985	02/19/2021
Dispensing procedures	Union Twist - Dispensing Procedures.pdf	pdf	60301fec4768190803e10276	02/19/2021
Personnel policies including background checks	Union Twist - Personnel Policies Including Background Checks.pdf	pdf	60301ffbc9a47307e6f6eea2	02/19/2021
Record Keeping procedures	Union Twist - Recordkeeping Procedures.pdf	pdf	6030200e59c4f4079dbb2501	02/19/2021
Maintaining of financial records	Union Twist - Maintaining of Financial Records.pdf	pdf	603020244768190803e1027c	02/19/2021
Qualifications and training	Union Twist - Qualifications and Training.pdf	pdf	6030206de8348307b312baef	02/19/2021
Energy Compliance Plan	Union Twist - Energy Compliance Plan.pdf	pdf	603020a57fa14107d4031998	02/19/2021
Diversity plan	UT - Diversity Plan - RFI.pdf	pdf	61699fc3269fa7691422ef5f	10/15/2021

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

I Agree

Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

## COMPLIANCE WITH DIVERSITY PLAN

No records found

## HOURS OF OPERATION

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



### **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Union Twist, Inc. (“Union Twist”) will remain compliant at all times with the local zoning requirements set forth in the City of Boston's Zoning Code. Union Twist's proposed Cannabis Establishment is located in the Allston/Brighton Neighborhood Zoning District, Subdistrict Neighborhood Shopping (NS-1). This Zoning District allows Cannabis Establishments by conditional use permit from the Zoning Board of Appeals, which Union Twist intends to promptly obtain. It must be acted upon within two years through the issuance of a Long Form Building Permit by the Inspectional Services Department. Union Twist will then obtain a Certificate of Occupancy. Union Twist has already obtained a local license from the Boston Cannabis Board.

In compliance with 935 CMR 500.110(3) and the Boston Zoning Code, the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

Union Twist has already attended several meetings with various municipal officials and boards to discuss Union Twist’s plans for a proposed retail marijuana establishment and has executed a Host Community Agreement with City of Boston. Union Twist will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Union Twist’s retail marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

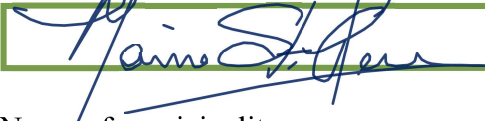
1. Name of applicant:

Union Twist, Inc.

2. Name of applicant’s authorized representative:

Marie St. Fleur

3. Signature of applicant’s authorized representative:



4. Name of municipality:

City of Boston

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

Robert Arcangeli



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



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

robert.arcangeli@boston.gov

8. Host community agreement execution date:

March 15, 2021



# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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





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

a. Date of publication:

b. Name of publication:

Boston Herald

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

a. Date notice filed:

12/18/20

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Attachment A

Newspaper Publication

**GOOD NEWS!**

Home Delivery of the Boston Herald now available  
throughout Massachusetts and Rhode Island\*

Call 1-800-882-1211 for details.

**BOSTON  
Herald**  
[www.bostonherald.com](http://www.bostonherald.com)

Attachment B

Notice Filed with Municipality

**LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING  
REGARDING A MEDICAL MARIJUANA TREATMENT CENTER AND MARIJUANA  
ESTABLISHMENT PROPOSED BY UNION TWIST, INC.**

Notice is hereby given that a virtual community outreach meeting for **Union Twist, Inc. ("Union Twist")'s proposed Medical Marijuana Treatment Center and Marijuana Establishment** is scheduled for **January 7, 2021, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/96108029085> or by telephone by calling +13017158592, Webinar ID: 961 0802 9085. The proposed Marijuana Retailer and Medical Marijuana Treatment Center is anticipated to be located at **259 Cambridge Street, Allston, Massachusetts 02134** (the "**Property**"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Union Twist.

Questions may be submitted in advance to [info@uniontwist.com](mailto:info@uniontwist.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

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.

A copy of this notice is on file with the City Clerk's office, the Boston Planning and Development Agency, the Mayor's office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston, Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

RECEIVED  
CITY CLERK'S OFFICE  
2020 DEC 18 A 11:39  
BOSTON, MA

## Tan, Ashley

---

**From:** Jeffrey Hampton <jeffrey.hampton@boston.gov>  
**Sent:** Friday, December 18, 2020 1:00 PM  
**To:** Tan, Ashley  
**Subject:** Re: Notice regarding a community outreach meeting

Received

On Fri, Dec 18, 2020 at 11:41 AM Tan, Ashley <[atan@princelobel.com](mailto:atan@princelobel.com)> wrote:

Hi Jeffrey:

I have a notice of an upcoming community outreach meeting for a proposed marijuana establishment at 259 Cambridge Street to give to the BPDA.

Can you email me back confirming receipt?

Thank you so much,

Ashley

Ashley Tan



Prince Lobel Tye LLP

One International Place, Suite 3700  
Boston, Massachusetts 02110

617 456 8046 Direct

617 913 4188 Mobile

[atan@princelobel.com](mailto:atan@princelobel.com)

## Tan, Ashley

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**From:** Lesley Hawkins <lesley.hawkins@boston.gov>  
**Sent:** Monday, December 21, 2020 4:09 PM  
**To:** Ross, Michael P.; Cannabis Board  
**Cc:** Conor Newman; Marie St. Fleur; Tan, Ashley  
**Subject:** Re: Community Meeting for Union Twist

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mike,

Thank you; this email serves as confirmation that this meeting may be conducted virtually.

Thank you,

Lesley

Lesley Delaney Hawkins, Esq.  
Executive Secretary, Licensing Board for the City of Boston  
Executive Secretary, Boston Cannabis Board  
(o) 617.635.4170 | (f) 617.635.4742

SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).

SIGN UP FOR PERIODIC UPDATES FROM THE LICENSING BOARD. [Licensees](#). [Attorneys and Practitioners](#).

**CITY of BOSTON**

On Mon, Dec 21, 2020 at 3:57 PM Ross, Michael P. <[mross@princelobel.com](mailto:mross@princelobel.com)> wrote:

Hello Conor and Lesley –

In an effort to keep you apprised, I am sending a copy of the notice for Union Twist’s virtual outreach meeting to be held on January 7, 2021 at 6PM. Please feel free to reach out at any time. Thank you.

Best,

Mike Ross

617-699-2839



## Attachment C

### Examples of Abutter Notices

**LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING  
REGARDING A MEDICAL MARIJUANA TREATMENT CENTER AND MARIJUANA  
ESTABLISHMENT PROPOSED BY UNION TWIST, INC.**

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Questions may be submitted in advance to [info@uniontwist.com](mailto:info@uniontwist.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting on [www.princelobel.com](http://www.princelobel.com).

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.

A copy of this notice is on file with the City Clerk’s office, the Boston Planning and Development Agency, the Mayor’s office, and the Boston Cannabis Board, at Boston City Hall, 1 City Hall Square, Boston, Massachusetts 02201. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

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2960 8619 1000 0542 0202


**SENDER: COMPLETE THIS SECTION**

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

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1. Article Addressed to:



2. Barcode: 9590 9402 6249 0265 0578 39

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**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X TRK 71

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C-19

C. Date of Delivery

DEC 28 2020

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

**SENDER: COMPLETE THIS SECTION**

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



2. Barcode: 9590 9402 6249 0265 0579 45

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X SFC

☐ Agent

☐ Addressee

B. Received by (Printed Name)

34008 C19

C. Date of Delivery

12/24/20

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Domestic Return Receipt

## Attachment D

Link to Recorded Virtual Meeting

ATTACHMENT D

Link to recording of virtual community outreach meeting:

[https://princelobel.zoom.us/rec/share/FdwJvO\\_4VJFaSbAEQu23RmaeJygBA5BYTK7jSDoFaq\\_tDr\\_6i\\_sB5w69xO3mEyhG.oeyJXGNx7Xlfs9-LE](https://princelobel.zoom.us/rec/share/FdwJvO_4VJFaSbAEQu23RmaeJygBA5BYTK7jSDoFaq_tDr_6i_sB5w69xO3mEyhG.oeyJXGNx7Xlfs9-LE)

Access Passcode: UTAllston2021!



### **Plan to Positively Impact Areas of Disproportionate Impact**

Union Twist, LLC (“Union Twist”) is dedicated to serving and supporting residents within the communities of which it is a part, particularly those that are classified as areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Union Twist’s intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

#### **Goals**

Union Twist has established specific goals to make a positive impact on areas of disproportionate impact. Through its Plan to Positively Impact Areas of Disproportionate Impact, Union Twist seeks to provide mentoring, professional, and technical services for individuals and businesses facing systemic barriers in the City of Chelsea by hosting four (4) CORI sealing clinics annually that service at least 10 attendees per clinic, or 40 attendees.

#### **CORI Rights Series**

The executive management team of Union Twist maintains extensive experience as attorneys working in and around communities of disproportionate impact.

Union Twist will host four (4) CORI sealing clinics annually in the City of Chelsea which is a geographic area of disproportionate impact. The trainings will assist individuals in areas of disproportionate impact with retrieving copies of their CORI reports and administratively sealing the reports when eligible. Union Twist will seek at least 10 attendees for each clinic.

Cori-sealing seminars will be publicized within local newspapers such as the Chelsea Record, including bilingual media; distributed at local career agencies, criminal justice programs and community centers; and circulated to marijuana advocacy organizations. One of each outreach type will be conducted per CORI session.

### Plan Administration + Measurement

The CEO and COO will administer the Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”), relying on Union Twist’s legal representation to assist as required for more complex cases.

Prior to renewal each year, Union Twist will compile its reports tracking both the qualitative and quantitative measures that demonstrate the progress or success of the plan. Metrics will have an identified data source. Metrics that will be utilized include:

1. The applicant will count the number of events held annually and ensure that it is at least four; and
2. The applicant will count the number of participants that attended the clinics and ensure that at least 10 people attended each clinic, totaling 40.

Union Twist’s executive management team will measure the impact of its programming on an annual basis. It will measure the number of actual events held versus the number of goal events.

### Disclosures

Union Twist will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, by Union Twist will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

BY-LAWS  
OF  
UNION TWIST, INC.

DATED: November 5, 2018



BY-LAWS  
OF  
UNION TWIST, INC.

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## ARTICLE I

### SHAREHOLDERS

*Section 1. Annual Meeting.* The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization and/or the Stockholders' Agreement, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

*Section 2. Special Meetings.* Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 per cent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

*Section 3. Place of Meetings.* All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

*Section 4. Requirement of Notice.* A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

*Section 5. Waiver of Notice.* A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or

transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

*Section 6. Quorum.*

(a) Unless otherwise provided by law, the Stockholders' Agreement or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

*Section 7. Voting and Proxies.* Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

*Section 8. Action at Meeting.* If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, the Stockholders' Agreement or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

*Section 9. Action without Meeting.* Unless otherwise provided in the Articles of Organization and/or Stockholders' Agreement, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

*Section 10. Record Date.* The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

*Section 11. Meetings by Remote Communications.* Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such

shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

*Section 12. Form of Shareholder Action.*

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

*Section 13. Shareholders List for Meeting.*

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

## ARTICLE II

### DIRECTORS

*Section 1. Powers.* All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

*Section 2. Number and Election.* Except as otherwise provided in these Bylaws, the Stockholders' Agreement or the Articles of Organization, the Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors. Except as otherwise provided in these Bylaws, the Stockholders' Agreement or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

*Section 3. Vacancies.* Subject to provisions in the Stockholders Agreement governing board composition, if a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. Notwithstanding the foregoing, if the vacant office was held by a Director elected by a voting group of shareholders, only the holders of shares of that voting group or the Directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

*Section 4. Change in Size of the Board of Directors.* The number of Directors may be fixed or changed from time to time by the shareholders provided such change complies with these Bylaws and the Stockholders' Agreement.

*Section 5. Tenure.* The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a

Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

*Section 6. Resignation.* A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

*Section 7. Removal.* The shareholders may remove one or more Directors with or without cause, but if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office, but, if a Director is elected by a voting group of shareholders, only the Directors elected by that voting group may participate in the vote to remove him or her. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

*Section 8. Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors. Regular meetings of the Board must be preceded by at least ten days' notice to the Company directors and stockholders of the date, time and place of the meeting. Unless otherwise required by law, the notice need not describe the purpose of the meeting. All notices shall conform to the requirements of Article III.

*Section 9. Special Meetings.* Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

*Section 10. Notice.* Special meetings of the Board must be preceded by at least two days' notice to the Company directors and stockholders of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices shall conform to the requirements of Article III.

*Section 11. Waiver of Notice.* A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

*Section 12. Quorum.* A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.



*Section 13. Action at Meeting.* If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

*Section 14. Action Without Meeting.* Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document. Copies of all such actions taken without a meeting shall be sent to the stockholders within ten days of their taking effect, provided that failure to provide copies in a timely manner shall not impact the validity or enforceability of such action(s).

*Section 15. Telephone Conference Meetings.* The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

*Section 16. Committees.* The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of,

delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

*Section 17. Compensation.* Subject to the Stockholder's Agreement, the Board of Directors may fix the compensation of Directors.

*Section 18. Standard of Conduct for Directors.*

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

*Section 19. Conflict of Interest.*

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

*Section 20. Loans to Directors.* The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

## ARTICLE III

### MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

## ARTICLE IV

### OFFICERS

*Section 1. Enumeration.* The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

*Section 2. Appointment.* The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

*Section 3. Qualification.* The same individual may simultaneously hold more than one office in the Corporation.

*Section 4. Tenure.* Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

*Section 5. Resignation.* An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

*Section 6. Removal.* The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

*Section 7. President.* The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 8. Treasurer.* The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate

books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

*Section 9. Secretary.* The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 10. Standards Of Conduct For Officers.* An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

## ARTICLE V

### PROVISIONS RELATING TO SHARES

*Section 1. Issuance and Consideration.* Subject to the Stockholders Agreement, the Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

*Section 2. Share Certificates.* If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to

whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

*Section 3. Uncertificated Shares.* The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

*Section 4. Record and Beneficial Owners.* The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

*Section 5. Lost or Destroyed Certificates.* The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

## ARTICLE VI

### CORPORATE RECORDS

#### *Section 1. Records to be Kept.*

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of

Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Massachusetts Secretary of State.

*Section 2. Inspection of Records by Shareholders.*

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:



(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) so long as such request is not in violation of the requirements of the MBCA.

### *Section 3. Scope of Inspection Right.*

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

*Section 4. Inspection of Records by Directors.* A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

## ARTICLE VII

### INDEMNIFICATION

*Section 1. Definitions.* In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative and whether formal or informal.

#### *Section 2. Indemnification of Directors and Officers.*

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted

himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

*Section 3. Advance for Expenses.* The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

*Section 4. Determination of Indemnification.* The determination of whether a Director officer has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose

constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

*Section 5. Notification and Defense of Claim; Settlements.*

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be

made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

*Section 6. Insurance.* The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

*Section 7. Application of this Article.*

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

(f) Within 5 days of a request for indemnification hereunder, the Corporation shall notify all of the stockholders of such request.

## ARTICLE VIII

### FISCAL YEAR

The fiscal year of the Corporation shall be the year ending with December 31 in each year.

## ARTICLE IX

### AMENDMENTS

(a) The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$250.00

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

## Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

**Identification Number:** 001353659

### ARTICLE I

The exact name of the corporation is:

UNION TWIST, INC.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

### ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,000	\$0.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

### ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

### ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

### ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. B. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L.C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. C. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. D. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. E. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. F. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

**Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.**

#### **ARTICLE VII**

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

**Later Effective Date: Time:**

#### **ARTICLE VIII**

The information contained in Article VIII is not a permanent part of the Articles of Organization.



**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: CORPORATION SERVICE COMPANY  
No. and Street: 84 STATE STREET  
City or Town: BOSTON State: MA Zip: 02109 Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	GREGORY THOMAIER	300 N. END AVE., 21C NEW YORK, NY 10282 USA
TREASURER	GREGORY THOMAIER	300 N. END AVE., 21C NEW YORK, NY 10282 USA
SECRETARY	GREGORY THOMAIER	300 N. END AVE., 21C NEW YORK, NY 10282 USA
DIRECTOR	GREGORY THOMAIER	300 N. END AVE., 21C NEW YORK, NY 10282 USA

**d. The fiscal year end (i.e., tax year) of the corporation:**

January

**e. A brief description of the type of business in which the corporation intends to engage:**

CULTIVATION, PROCESSING, AND RETAILING OF PRODUCTS

**f. The street address (post office boxes are not acceptable) of the principal office of the corporation:**

No. and Street: C/O VICENTE SEDERBERG, LLC  
2 SEAPORT LANE, 11TH FLOOR  
City or Town: BOSTON State: MA Zip: 02210 Country: USA

**g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):**

No. and Street: C/O VICENTE SEDERBERG, LLC  
2 SEAPORT LANE, 11TH FLOOR  
City or Town: BOSTON State: MA Zip: 02210 Country: USA

**which is**

☒ its principal office ☐ an office of its transfer agent  
☐ an office of its secretary/assistant secretary ☐ its registered office

**Signed this 5 Day of November, 2018 at 4:03:38 PM by the incorporator(s).** (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

JEREMY SHAW



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:

November 05, 2018 04:02 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*

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

Signed under the pains and penalties of perjury, I, Tahira Rehmatullah, an authorized representative of Union Twist, Inc. certify that Union Twist, Inc. 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.



03/26/2020

Date

Name: Tahira Rehmatullah

Title: Managing Member

Entity: Union Twist, Inc.



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: January 25, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

**UNION TWIST, INC.**

is a domestic corporation organized on **November 05, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 21010963190

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: bod



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

mass.gov/dor

Letter ID: L1065499456  
Notice Date: April 22, 2021  
Case ID: 0-001-146-014



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UNION TWIST INC  
1 INTERNATIONAL PL STE 3700  
BOSTON MA 02110-3214

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

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

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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



### **PLAN FOR OBTAINING LIABILITY INSURANCE**

Union Twist, Inc. ("Union Twist") plans to contract with Eastern Insurance 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. Union Twist will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Union Twist will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Union Twist will keep reports documenting compliance with 935 CMR 500.105(10).



# Business Plan

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March 16, 2019



## **I. Company Description**

### **A. Who We Are**

Union Twist, Inc. (“Union Twist”) is committed to providing high-quality adult use cannabis to qualified customers in Massachusetts in a secure, compliant, and wellness-oriented setting.

Founded by a consortium of local civic, law enforcement, and retail leaders, Union Twist believes that its success as a Retail Marijuana Establishment (“RME”) will be a direct reflection of its relationship to the surrounding community.

We seek to serve as leaders in the cannabis industry through excellence in operational protocol, security, compliance, and patient experience.

### **B. What We Do**

Union Twist is committed to:

- Providing customers with access to the highest and best quality of marijuana and marijuana products;
- Developing best-in-class operational protocol to ensure the safety of our customers, staff, and the surrounding community;
- Ensuring an outstanding customer experience;
- Taking measurable, actionable steps to positively impact communities and regions that have been disproportionately harmed by the war on drugs;
- Leading by example with thoughtful and inclusive hiring, workforce development, and employee retention programs; and
- Empowering the next generation of entrepreneurs.

### **C. Business Goals**

Union Twist will apply for state and local licensure to operate three (3) RMEs. Union Twist will submit a full application to the Cannabis Control commission consisting of (1) an Application of Intent; (2) a Management and Operations Profile; and (3) Background Check forms.

## II. Founding Team

### A. Amy McNamee – Chief Executive Officer

Amy McNamee is a Massachusetts native who grew up in Milton and has resided in the City of Boston since 1983. She is a trial attorney who has practiced law in the Commonwealth of Massachusetts for twenty plus years. Before law school, she was employed at Scudder Stevens and Clark Investment Firm where she worked with Private Investment Counsel and Mutual Fund Portfolio Management.

Amy worked as an Assistant District Attorney in Suffolk County 1998 -2010. She was assigned to the West Roxbury District Court, The Boston Municipal Court and Suffolk Superior Court where she spent the majority of her career as a prosecutor. She was assigned to Suffolk County District Attorney's Gang Unit and Senior Trial Team where she investigated unsolved gang related crimes in the Grand Jury with the Boston Police Department, was a member of the District Attorney's Homicide Response Team, carried pagers for several Boston Police Districts including the Departments Youth Violence Strike Force, where she responded to serious district crime scenes, reviewed and advised on search warrants and prosecuted Gang related cases in the districts where she was assigned in Suffolk Superior Court.

After leaving the District Attorney's Office in 2010, she started her own practice of law practice and worked with a law firm where she represented clients in all most every county in the Commonwealth. Most of her practice focused on criminal defense though she also represented clients in Probate cases, Civil and Housing matters, Clerks Hearings, Restraining Orders, City and State Hearings with Fair Housing and The Massachusetts Commission Against Discrimination.

Amy graduated from Harvard University and Suffolk Law School. She is a mother of four sons and lives in the City of Boston. She is an advocate for holistic health and healing as an alternative to traditional medicine. This interest coupled with her experience and background in law enforcement and community work is what sparked her interest in the cannabis industry.

### B. Marie St. Fleur – Chief Operating Officer

*Passionate about: "Removing systemic barriers that prevent upward mobility; particularly for women."*

Marie has been a lawyer, legislator, policy maker and motivational speaker and has launched strategic partnerships that create transformative change in people's lives especially, women and children living in underserved communities. She has created on the ground outreach and engagement approaches: spearheaded the establishment of the Massachusetts Department of Early Education and Care; launched the Put MA Kids First Coalition, a multi-year campaign to increase state investment in Early Education and Care and out of School Time in Massachusetts; and created the Early Education Small Business Innovation Center in Boston.

She served as a Massachusetts State Representative, a Cabinet Chief for the late Boston Mayor Thomas M. Menino, an Assistant State Attorney General, Chair of the Advisory Council for the Haiti Fund at the Boston Foundation, and President and CEO of a non-profit. She has used her talents to support women who represent over 50% of the American workforce, small business which represent 98% of all employers in the United States, and children from birth to 8, who represent 100% of the future skilled workforce, build their pathway to success. As a former state legislator, she

also has an insightful understanding of state and local funding streams, strategically blending and leveraging resources and advocacy for new investments.

### **III. Product Offerings and Competitive Analysis**

#### **A. Product Offerings**

Union Twist recognizes that adult use consumers in Massachusetts seek access to a high quality of marijuana and marijuana products. As such, Union Twist intends to offer:

1. Traditional Indica, Sativa, and hybrid flower
2. Topicals including salves and lotions
3. Sublingual dissolving tablets
4. Capsules and pills
5. Vaporizers
6. Tinctures
7. Concentrates
8. Food and beverages

#### **B. Product Sourcing**

Union Twist will develop a supply agreement with a Massachusetts-based marijuana cultivator and product manufacturer to ensure consistent, reliable supply of marijuana and marijuana products. Union Twist will also seek to stock new, local, or craft cannabis brands to provide customers with a rotating selection.

All products must be tested by an independent testing facility prior to sale.

#### **C. Market Research**

Union Twist's founders have conducted a variety of primary and secondary market research to assess competition in Massachusetts, growth patterns in other states, and trends in the target market.

Primary research has included: visiting existing Registered Marijuana Dispensaries in Massachusetts; visiting other marijuana establishments in Colorado and Nevada; attending industry trade conferences; and surveying potential target customers.

Secondary research has included: evaluating information from trade organizations and newspapers.

#### **D. Barriers to Entry**

Union Twist has identified the following barriers to entry:

- High startup costs
- High production costs
- Limited marketing potential
- Brand recognition challenges
- Finding qualified employees
- Changing government regulations

**E. Target Customers**

Union Twist intends to target customers aged 21+ who seek to consume marijuana.

**F. Anticipated Competitors**

Union Twist anticipates a wealth of competition exists through existing licensed RMDs across the Commonwealth and future adult use RMEs across the Commonwealth.

**G. Marketing**

Pursuant to the regulations set forth in 935 CMR 500, RMEs are limited in their ability to market themselves in the manner and style of a traditional business. Union Twist will only market its services in avenues where it can demonstrate that 85 percent or more of the ad's viewers or recipients are aged 21+, including traditional online marijuana apps such as Leafly or WeedMaps.

**H. Location or proposed location**

Union Twist will seek to locate its RME within communities that have promulgated zoning regulations for such a use in market-appropriate sites.

## IV. Financial Projections

Retail Model (Single Store)	% of Sales Y1	Y1 Total	Y2 Total	Y3 Total	Y4 Total
<b>Revenue</b>					
AVG Customers per Day		-	-	-	-
Customer Total		267,046	310,375	342,739	378,478
AVG Transaction Value		\$150.00	\$150.00	\$150.00	\$150.00
Average Revenue		\$40,056,974	\$46,556,244	\$51,410,893	\$56,771,759
<b>Costs</b>					
Price Per Pound Retail		\$12,100	\$11,495	\$10,920	\$10,374
Pounds Sold		3,311	4,050	4,708	5,472
Pounds of Flower		2,235	2,734	3,178	3,694
Pounds of MIPs		1,076	1,316	1,530	1,779
Total COGS		\$21,949,027	\$25,510,271	\$28,170,352	\$31,107,813
Gross Profit		\$18,107,947	\$21,045,973	\$23,240,541	\$25,663,946
Margin %		45%	45%	45%	45%
Operating Expenses					
Dispensary Labor Cost	8.7%	\$3,475,771	\$4,039,717	\$4,460,958	\$4,926,124
Dispensary Officers	3.1%	\$1,223,443	\$1,421,947	\$1,570,221	\$1,733,955
General Administrative	2.2%	\$900,000	\$900,000	\$900,000	\$900,000
Host Fee	3.0%	\$1,201,709	\$1,396,687	\$1,542,327	\$1,703,153
Shipping/Transportation Expense	0.3%	\$106,098	\$123,312	\$136,171	\$150,370
Admin Office Expense	0.3%	\$132,623	\$154,141	\$170,214	\$187,963
Community/Marketing	1.0%	\$411,130	\$477,836	\$527,662	\$582,684
Repairs/Building Upgrades	0.5%	\$185,672	\$215,797	\$238,299	\$263,148
Security	0.5%	\$198,934	\$231,211	\$255,320	\$281,944
Legal/Audit	0.3%	\$132,623	\$154,141	\$170,214	\$187,963
Insurance	0.5%	\$198,934	\$231,211	\$255,320	\$281,944
Taxes, Property, Miscellaneous	0.1%	\$40,000	\$40,000	\$40,000	\$40,000
DPH Fees	0.1%	\$50,000	\$50,000	\$50,000	\$50,000
Total SG&A	20.6%	\$8,256,935	\$9,436,000	\$10,316,706	\$11,289,247
Operating Profit		\$9,851,012	\$11,609,974	\$12,923,835	\$14,374,699
EBIT Margin		25%	25%	25%	25%
Interest Expense					
State Taxes - combined below					
Local Taxes - N/A					
Pre-tax Income - Federal & MA (IRC 280E)		\$9,851,012	\$11,609,974	\$12,923,835	\$14,374,699

Income Tax - 21% Federal C-corp + 8% MA Corp Excise tax (normal)		\$2,699,177	\$3,181,133	\$3,541,131	\$3,938,667
Income Tax - 21% Federal C-corp + 8% MA (IRC 280E)		\$2,552,127	\$2,922,200	\$3,198,626	\$3,503,877
IRC 280E Tax adjustment - Freight-in		-\$30,768	-\$35,761	-\$39,490	-\$43,607
IRC 280E Tax adjustment - HCA		-\$348,496	-\$405,039	-\$447,275	-\$493,914
<b>Income Tax - Federal total</b>		<b>\$4,872,041</b>	<b>\$5,662,532</b>	<b>\$6,252,992</b>	<b>\$6,905,023</b>
Combined Effective Tax Rate (normal)		27%	27%	27%	27%
Combined Effective Tax Rate (IRC 280E)		22%	21%	21%	21%
Combined Effective Tax Rate (Total)		49%	49%	48%	48%
Net Income		<b>\$4,978,972</b>	<b>\$5,947,441</b>	<b>\$6,670,842</b>	<b>\$7,469,676</b>
% Net Margin		12%	13%	13%	13%

## **V. Management & Organization**

### **A. Security**

Union Twist will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Union Twist's 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 also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant 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 local police department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Union Twist's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Union Twist will maintain a current list of individuals with access.

On-site consumption of marijuana by Union Twist's employees and visitors will be prohibited.

Union Twist will have security personnel on-site during business hours.





### **PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER**

Pursuant to 935 CMR 500.050(8)(b), Union Twist, Inc. ("Union Twist") 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 Union Twist 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 Union Twist 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). Union Twist 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), Union Twist will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Union Twist 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. Union Twist 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), Union Twist 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. Union Twist's 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**

Union Twist, Inc. ("Union Twist") will comply with the following sanitary requirements:

1. Any Union Twist 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 Union Twist 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. Union Twist's 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 Union Twist's 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. Union Twist's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Union Twist 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. Union Twist's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Union Twist's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Union Twist's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Union Twist 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. Union Twist acknowledges and understands that the Commission may require Union Twist to demonstrate the intended and actual use of any toxic items found on Union Twist's premises;
11. Union Twist 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 Union Twist's needs;
12. Union Twist's 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. Union Twist will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Union Twist 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. Union Twist 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.

Union Twist's 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).

Union Twist will ensure that Union Twist's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Union Twist 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 Union Twist 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.

### Testing

Union Twist 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 Union Twist 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 Union Twist's 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 Union Twist's 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.

Union Twist's 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*. Union Twist acknowledges and understands that the Commission may require additional testing.

Union Twist's 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 Union Twist 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.

Union Twist 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. Union Twist 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 Union Twist's 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 Union Twist 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*.



## **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

### **Overview**

Union Twist, Inc. ("Union Twist") will securely maintain personnel records, including registration status and background check records. Union Twist 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 cultivation 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 Union Twist 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 Union Twist will undergo a detailed background investigation prior to being granted access to a Union Twist facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Union Twist 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, Union Twist 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, Union Twist 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, Union Twist 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 Union Twist or the Commission.

#### Personnel Policies and Training

As outlined in Union Twist's 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 Union Twist agents are required to complete training as detailed in Union Twist's Qualifications and Training plan which includes but is not limited to Union Twist's 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).

Union Twist 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 Union Twist 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**

Union Twist, Inc. ("Union Twist") 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 Union Twist documents. Records will be stored at Union Twist 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 Union Twist 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 Union Twist's quarter-end closing procedures. In addition, Union Twist's 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 Union Twist.

- 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 Union Twist 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 cultivation 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

- Union Twist 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
  - Union Twist 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.
- Sales Records for Marijuana Retailer
  - Union Twist will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
  - Within ten (10) calendar days, Union Twist 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 Union Twist 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 Union Twist's 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, Union Twist 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 Union Twist agents present during the disposal or other handling, with their signatures. Union Twist 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 Union Twist is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - Union Twist 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 Union Twist's 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
  - Union Twist 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 Union Twist closes, all records will be kept for at least two (2) years at Union Twist's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Union Twist 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 Union Twist's 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 Union Twist's 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 Union Twist 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 Union Twist, 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 Union Twist's website.
- Policies and procedures for the handling of cash on Union Twist 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
  - Union Twist 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

Union Twist 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**

Union Twist, Inc.'s ("Union Twist") 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 Union Twist.
- 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 Union Twist 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
  - Union Twist 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**

Union Twist, Inc. (“Union Twist”) will ensure that all employees hired to work at a Union Twist facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### **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.

Union Twist will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Union Twist discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Union Twist 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 Union Twist’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Union Twist 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 Union Twist or by a third-party vendor engaged by the Union Twist. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Union Twist 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***

Union Twist 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 Union Twist Agents which shall include:
  - Conduct of Union Twist 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.

Union Twist 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. Union Twist’s 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 Union Twist Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Union Twist to maintain designation as a Responsible Vendor. Once the Union Twist 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.

## **PRODUCT MANUFACTURING SAFETY PLAN**

In accordance with 935 CMR 500.105(3)(c), Union Twist, Inc. (“Union Twist”) 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**

Union Twist agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Union Twist 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 Union Twist 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 Union Twist 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. Union Twist 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



## **ENERGY COMPLIANCE PLAN**

Union Twist, Inc. (“Union Twist”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Union Twist 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**

Union Twist 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, Union Twist will continue to evaluate energy-use reduction opportunities.

### **Renewable Energy Generation Opportunities**

Union Twist is in the process of considering opportunities for renewable energy generation (including wind and solar options). Union Twist’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Union Twist may reconsider at a future date. Union Twist 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**

Union Twist 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, Union Twist will continue to evaluate strategies to reduce electric demand.

#### Opportunities for Engagement with Energy Efficiency Programs

Union Twist 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. Union Twist will also coordinate with its utility companies to explore any energy efficiency options available to Union Twist.



## **DIVERSITY PLAN**

Union Twist, Inc. ("Union Twist") believes in creating and sustaining a robust policy of inclusivity and diversity. Union Twist recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. Union Twist's diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+. Union Twist will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

### **Goals**

Union Twist seeks to develop a Diversity Plan that promotes equity among minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+. Union Twist has developed specific goals, including:

- Increasing the number of individuals falling into the above-listed demographics working in the establishment to 50% women, 40% minorities, 5% veterans, 10% individuals that identify as LGBTQ+, and 10% individuals with disabilities; and
- Providing tools to ensure the success of individuals falling into the above-listed demographics.

### **Diversity Recruitment and Sourcing**

Union Twist will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities.

Union Twist has developed strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve Union Twist customers' needs. Union Twist's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting two career fairs annually;
- Advertising employment opportunities in diverse publications such as El Mundo and the Rainbow Times;
- Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings;
- Encouraging employees to refer applicants from diverse groups for employment;
- Developing relationships with programs designed to improve employment opportunities for diverse persons; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

## Prioritizing Diversity & Inclusion in Operations

Union Twist will:

- Provide one (1) annual cultural training on cultural sensitivity and recognizing unconscious bias, focusing on materials including learning about multicultural environments, how to foster inclusion and belonging, intercultural competence, and break out group sessions; and
- Use at least **20% suppliers** who are also committed to diversity and inclusion, identified throughout the procurement process specifically through questions about commitment to diversity, measurement of current diversity within organizations, and proactive diversity planning. Of these suppliers, we will make best efforts to use 50% Minority Business Enterprises and 50% Women Business Enterprises.

## Measuring Progress

Union Twist will establish a Diversity Committee (the "Committee") to assist the executive management team and compliance officer with the implementation and growth of the Diversity Plan. The initial members of the Committee will be selected based on their diverse status and their personal commitments to diversity. All employees will be made aware of the Committee and invited to join if it is of interest.

The Committee will be responsible for the development of policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan; assisting in the identification of problematic areas, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance, assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion, designing and implementing internal reporting systems that measure the effectiveness of programs designed to foster diversity, keeping the company informed of progress through quarterly reports, reviewing the Diversity Plan with management at all levels of Union Twist to ensure that the Diversity Plan is understood; and auditing Union Twist's internal and external job postings to ensure information is in compliance with Union Twist's diversity policies and procedures. The Plan's success and progress will be reviewed one year from receiving provisional licensure and annually thereafter.

- Employment data, including the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license, to ensure that at least 50% of employees are women; 40% are minorities; 5% are veterans; 10% identify as LGBTQ+; and 10% identify as persons with disabilities ;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation;
- Number of postings in diverse publications or general publications with



supporting documentation;

- Number and subject matter of trainings held and the number of individuals falling into the above-listed demographics in attendance; and
- A comprehensive description of all efforts made by Union Twist to monitor and enforce the Diversity Plan.

#### Acknowledgements

Union Twist will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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