Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282313

Original Issued Date: 09/18/2020

Issued Date: 09/18/2020

Expiration Date: 09/18/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Union Twist, Inc.

Phone Number: 917-740-0649 **Email Address:** info@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:**

Role: Executive / Officer **Other Role:**

First Name: Marie **Last Name:** St. Fleur **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

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 3

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: Delaware limited liability company

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: 630 Worcester Road **Entity Mailing Address 2:**

Entity Mailing City: Framingham **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01702

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: info@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:** $300000 **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: Marie **Last Name:** St. Fleur **Suffix:**

Marijuana Establishment Name: GREEN LINE BOSTON, INC. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 2

First Name: Marie **Last Name:** St. Fleur **Suffix:**

Marijuana Establishment Name: GREEN LINE BOSTON, INC. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 3

First Name: Marie **Last Name:** St. Fleur **Suffix:**

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

Marijuana Establishment City: Newton **Marijuana Establishment State:** MA

Individual 4

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 5

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: 630 Worcester Road

Establishment Address 2:

Establishment City: Framingham **Establishment Zip Code:** 01702

Approximate square footage of the establishment: 6550 **How many abutters does this property have?:** 14

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload

				Date
Certification of Host Community Agreement	UTI - Framingham HCA.pdf	pdf	5cdacc8f58ad7e1336c2396c	05/14/2019
Community Outreach Meeting Documentation	UTI - Community Outreach - Framingham.pdf	pdf	5d793eabc544c91e011c7e5e	09/11/2019
Plan to Remain Compliant with Local Zoning	UTI - Framingham - Plan to Remain Compliant.pdf	pdf	5e8370b1d29ad93571595f44	03/31/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	UTI - ADI - 05.14.20.pdf	pdf	5ebdcdb50e32c52d2bdd1dd5	05/14/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer **Other Role:** CEO

First Name: Marie **Last Name:** St. Fleur **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager **Other Role:**

First Name: Tahira **Last Name:** Rehmatullah **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

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:** info@uniontwist.com

Primary Business Address 1: 300 N. END AVE. 21C **Primary Business Address 2:**

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:** 19004

Additional Information:

Entity Background Check Information 4

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
Articles of Organization	UTI - Articles of Organization.pdf	pdf	5c6c31ae2724e81b5255aa6e	02/19/2019
Bylaws	Bylaws - Union Twist, Inc. - draft1.pdf	pdf	5c9523241e71bd126232ef4d	03/22/2019
Articles of Organization	Union Twist, Inc - Amended Info.pdf	pdf	5d71678b8906c11df69c9f79	09/05/2019
Department of Revenue - Certificate of Good standing	UTI - DUA Attestation[1].pdf	pdf	5e8160ef961ad539052bcb63	03/29/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Union Twist Inc.pdf	pdf	5e8ba25a2b97cf38fa376431	04/06/2020

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	5cbb13d6f25dae4c6c3f1b72	04/20/2019
Business Plan	UTI - Framingham - Business Plan.pdf	pdf	5d793f247e918b22a66c0786	09/11/2019
Proposed Timeline	UTI - Timeline.pdf	pdf	5db8d4f290352a2b339ae612	10/29/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	UTI - PLAN FOR OBTAINING MARIJUANA OR MARIJUANA PRODUCTS.pdf	pdf	5cbb14ed5c356a44cb76887d	04/20/2019
Restricting Access to age 21 and older	UTI -PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER.pdf	pdf	5cbb154c0a957444d5908ac0	04/20/2019
Prevention of diversion	UTI - PREVENTION OF DIVERSION.pdf	pdf	5cbb168b73349d44fd62a38c	04/20/2019
Storage of marijuana	UTI -STORAGE OF MARIJUANA.pdf	pdf	5cbb16cccee9f84c343652cc	04/20/2019
Transportation of marijuana	UTI -TRANSPORTATION OF MARIJUANA.pdf	pdf	5cbb17000a957444d5908aca	04/20/2019
Inventory procedures	UTI - INVENTORY PROCEDURES.pdf	pdf	5cbb174a0a957444d5908ace	04/20/2019
Quality control and testing	UTI - QUALITY CONTROL AND TESTING.pdf	pdf	5cbb1794f25dae4c6c3f1b84	04/20/2019
Dispensing procedures	UTI - DISPENSING PROCEDURES.pdf	pdf	5cbb17da0a957444d5908ad2	04/20/2019
Record Keeping procedures	UTI - RECORDKEEPING PROCEDURES.pdf	pdf	5cbb18efe2695d45078d6dd1	04/20/2019
Maintaining of financial records	UTI - MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	5cbb193f8e20fa4c3aba6bee	04/20/2019
Qualifications and training	UTI - QUALIFICATIONS AND TRAINING.pdf	pdf	5cbb198a73349d44fd62a399	04/20/2019
Security plan	UTI - SECURITY PLAN.pdf	pdf	5e7e607bf0445c357cb05c84	03/27/2020
Personnel policies including background checks	UTI - PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5e7e627f2b97cf38fa37432e	03/27/2020
Diversity plan	UTI - Diversity - 05.14.20.pdf	pdf	5ebdd24addb8c72d5360afee	05/14/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

Commission.: I Agree

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 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

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

Applicant

I, Marie St. Fleur, (*insert name*) certify as an authorized representative of Union Twist, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Framingham (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 11, 2019 (*insert date*).

Marie St. Fleur

Signature of Authorized Representative of Applicant

Host Community

I, Yvonne M. Spicer, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Framingham (*insert name of host community*) to certify that the applicant and Framingham (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on ~~March 26, 2019~~ May 3, 2019 (*insert date*).

Yvonne M. Spicer

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

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

I, Marie St. Fleur, (*insert name*) attest as an authorized representative of Union Twist, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on August 7, 2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on July 30, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on July 29, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on July 26, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

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

COMMUNITY CALENDAR

Today

Strange New Planet: 4-5 p.m., Ashland Public Library, 66 Front St. Free. For information: www.ashlandmass.com. Attendees can explore what it would be like to be the scientist who discovers a new planet.
Tom Sieling concert: 4-5 p.m., Southborough Library, 25 Main St. Fre. For information: 508-485-5031. Musician Tom Sieling wants all to join and "Howl At The Moon With A Wild Thing Tune!" Open to all ages, and no registration is required.
Carolyn Rae and the Rumors: 6:30 p.m., Milford Town Park, corner of Congress and Walnut streets. Free. For information: 508-478-5924 or claflinhill.org. The Claflin Hill presents The Family Night at the Bandstand 2019. The concert is sponsored by UniBank.

Wednesday, July 31

New England Aquarium Traveling Tidepools: 1-1:45 p.m., 2-2:45 p.m. or 3-3:45 p.m., Framingham Public Library. 49 Lexington St. Free. For information: 508-532-5570, ext. 4336. Three time slots are available for registration. Participants will learn about and investigate touch tanks that represent New England's three coastal habitats, and compare and contrast the habitats as well as observing the types of animals that are found in each one.
Community pasta supper: 5:30 p.m., St. Paul's Episcopal Church, 61 Wood St., Hopkinton. Free. For information: 508-435-4536 or stpaulhopkinton.org. All are welcome to this event, which is being supported by the churches of the Hopkinton Christian Service Connection. This pasta supper is held for the community on the last Wednesday of every month. The meal will feature pasta with a gluten-free option available, vegetarian tomato sauce, meatballs on the side, green salad, bread, beverages and dessert. Donations will be accepted.
Jeff Thomas: 6:30 p.m., the Common, 12 S. Main St., Natick. Free. For information: www.natickma.gov. Jeff Thomas will perform as part of the 2019 Family Performing Arts Series. In the case of rain, call 508-647-6530 after 5 p.m. for cancellation information.
Paxton Crossing: 6-8 p.m., Neary School Lawn, 53 Parkerville Road, Southborough. Free. For information: www.southboroughtown.com. Paxton Crossing will perform as part of the Southborough 2019 Summer Concert Series. Food will be available for purchase.

Thursday, Aug. 1

Minuteman Library Crawl 2019: 10 a.m. to 5 p.m., Framingham Public Library, 49 Lexington St.; and Christa McAuliffe Branch Library, 746 Water St., Framingham. Free. For information: framinghamlibrary.org. Multiple libraries throughout the community are participating. A "crawl," or tour, is a way to visit the libraries. Travel from library to library, meet the staff and learn more about what the libraries around have to offer. The challenge is to visit as many libraries as possible and take a picture with a designated item in each library. Post pictures and tag the libraries #mlncrawl2019.
Red Cross blood drive: noon to 5 p.m., St. Julia's Parish Hall, 374 Boston Post Road, Weston. Free. For information: redcrossblood.org or 800-733-2767. All who give blood or platelets with the American Red Cross on July 29 through Aug. 29 will receive a $5 Amazon.com Gift Card via email.

Saturday, Aug. 3

Hoppily Ever After Brew Fest: 1-6 p.m., Casey's Pub, 81 Railroad St., Holliston. Cost: $10. For information: bit.ly/2MsGexb. More than 15 breweries, Ricardo Barraza music, the Vinyl Echo Band, a pug roast and prizes will be featured. The festival will benefit the Michael Lisnow Respite Center.

Man faces charges in park assault

By Norman Miller
Daily News Staff

FRAMINGHAM – An Ashland man sent a pair of brothers to the hospital with head injuries on Friday after an unprovoked attack at a Beaver Street park, authorities said.

Police arrested Daniel Figueroa, 45, at his 3 Cirrus Drive home at 8:50 p.m., about five hours after the attack at Mary Dennison Playground.

According to a police report filed in Framingham District Court on Monday, the two brothers, both of Framingham, were sitting in the park around 3:45 p.m. when Figueroa pulled up in his car and pulled a large metal pipe from his trunk. He then attacked the two men.

"He began to swing the object striking them all over their bodies," police wrote in the report.

Both men were left bleeding severely from their heads and were covered with blood. One man was taken to UMass-Memorial Medical Center in Worcester and the other was taken to MetroWest Medical Center in Framingham, police wrote in the report.


Figueroa

One of the brothers said he did not know the attacker, while the other brother said he knew who he was, but refused to identify him. Both men said they had no idea why he attacked them.

Witnesses told police that the two men appeared to be minding their own business when Figueroa attacked them. They said both men appeared to be completely surprised and could not defend themselves from what they said was a violent attack, police wrote in the report.

One of the witnesses got the Figueroa's car's license plate and police tracked him to Ashland. Ashland Police arrested him on behalf of Framingham. Witnesses identified Figueroa as the attacker, police wrote in the report.

Police charged Figueroa with two counts each of assault with the intent to murder and assault and battery with a dangerous weapon (pipe).

At Figueroa's Framingham District Court arraignment on Monday, Judge Elizabeth Cremens ordered him held without bail pending a hearing to determine if he is a danger to the public. The hearing is scheduled for Friday.

Norman Miller can be reached at 508-626-3823 or nmiller@wickedlocal.com. For up-to-date crime news, follow Norman Miller on Twitter @Norman_MillerMW or on Facebook at facebook.com/NormanMillerCrime.

Trump signs 9/11 victims' funding extension

By Jill Colvin and Jonathan Lemire
The Associated Press


President Donald Trump holds up the signed H.R. 1327 bill, an act ensuring that a victims' compensation fund related to the Sept. 11 attacks never runs out of money, in the Rose Garden of the White House, Monday [ALEX BRANDON/THE ASSOCIATED PRESS]

WASHINGTON — President Donald Trump on Monday signed a bill ensuring that a victims' compensation fund helping those impacted by the Sept. 11, 2001 attacks never runs out of money, ending years of legislative gridlock as the number of first responders dying of Ground Zero-related illnesses mounted.

Appearing in the Rose Garden with more than 60 first responders from the 2001 terrorist attacks, Trump signed into law an extension of the fund through 2092, essentially making it permanent.

"You inspire all of humanity," Trump said of the "true American warriors" who rushed to assist victims that day and searched for remains for months after.

The president said that the nation has a "sacred obligation" to care for the responders and their families.

The $7.4 billion fund had been rapidly depleting , and administrators recently cut benefit payments by up to 70%. The bill passed Congress on a bipartisan basis but only after delays by some Republicans exposed the legislative branch to brutal criticism from activists, including the comedian Jon Stewart.

Dozens of first responders, many gravely ill, would repeatedly travel to Washington to lobby lawmakers to extend the funding every time it needed to be reauthorized. Though their ranks shrunk, as emergency workers died of cancers and other diseases linked to the toxic fumes from the World Trade Center rubble, the fate of the funding had never been permanently guaranteed.

NYPD detective Luis Alvarez appeared gaunt and ill when he testified before Congress last month, urging lawmakers to pass the measure to help his fellow first responders even if it was too late for him.

"You made me come down here the day before my 69th round of chemo and I'm going to make sure that you never forget to take care of the 9/11 first responders," Alvarez said.

He died two weeks later .

SHOOTING

From Page A1

Capital of the World," Gilroy Police Chief Scot Smithee said.

Police responded in less than a minute, and Legan turned his "AK-47-type" gun on the officers, Smithee said. Three officers fired back and killed Legan, who legally purchased the weapon in Nevada this month.

"I can't tell you how proud I am of the officers who were able to engage this guy as quickly as they did," the police chief said. "We had thousands of people there. It could have gone so much worse so fast. ... There absolutely would have been more bloodshed."

Legan's motive wasn't known, Smithee said.

Legan's since-deleted Instagram account says he is Italian and Iranian. It also shows a photo he posted earlier depicting Smokey the Bear in front of a "fire danger" sign. In the caption, Legan said to read "Might is Right," a book published in the 1800s.The misogynist and anti-Semitic work is used by neo-Nazis and white supremacists on extremist sites.Minutes before the shooting, he posted a photo from the festival: "Ayyy garlic festival time" and "come get wasted on overpriced (stuff)."

The festival in the agricultural city of 50,000 about 80 miles southeast of San Francisco had security that required people to pass through metal detectors and have their bags searched.

The shooter sneaked in through a fence that borders a parking lot next to a creek, Smithee said, and the gunfire sent panicked people running away and diving for cover under tables and a concert stage.

Legal Notices Legal Notices

PB/7 CEMETERY STREET
LEGAL NOTICE
NATICK PLANNING BOARD
NOTICE OF PUBLIC HEARING

The Natick Planning Board will hold a Public Hearing on Wednesday, August 7, 2019 at 7:30 PM in the Ed Dlott Meeting Room of the Town Hall, 13 East Central Street, Natick, MA, relative to an application filed by Stephen and Jenny Vance for a **Special Permit for a Home Occupation/Customary Home Occupation Dog Kennel**, pursuant to Section 200 Definitions and Use #53B of Section III.A.2 Use Regulations Schedule of the Natick Zoning Bylaws. The Applicant is proposing to operate a Home Occupation Dog Kennel at a site shown on Assessors' Map: 42, Lot: 24 and located at 7 Cemetery Street.

A copy of the application and plans will be available for viewing during regular Town Hall hours in the Community and Economic Development Office at the Town Hall.

Reasonable accommodations and audio-visual aids and services will be available upon request.

This notice may also be viewed at www.masspublicnotices.org

Per Order
Natick Planning Board
Peter Nottonson, Chairman

AD#13818027
MWDN 7/23, 7/30/19

UNION TWIST, INC.
LEGAL NOTICE
OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT PROPOSED BY UNION TWIST, INC.

Notice is hereby given that a Community Outreach Meeting for **Union Twist, Inc's proposed Marijuana Establishment** is scheduled for **Wednesday August 7, 2019 at 7:00pm in the Community Room of the McAuliffe Branch of the Framingham Public Library located at 746 Water Street, Framingham MA 01701**. The proposed Marijuana Retailer is anticipated to be located at **630 Worcester Road, Framingham MA 01702.** Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Union Twist, Inc.

A copy of this notice is on file with the City Clerk, Planning Board, Board of Health, Mayor's Office and City Council, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

AD#13819993
MWDN 7/30/19

BURKE ESTATE
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Middlesex Division
208 Cambridge Street
Cambridge, MA 02141
(617) 768-5800

Docket No. MI19P3659EA

INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Marilyn R. Burke

Date of Death: May 11, 2019

To all persons interested in the above captioned estate, by Petition of Petitioner **Robert E. Burke** of **Holliston MA** a Will has been admitted to informal probate.

Robert E. Burke of **Holliston MA** has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD# 13819884
MWDN 7/30/19

ALMADA
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Middlesex Probate and Family Court
208 Cambridge Street
Cambridge, MA 02141
(617) 768-5800
Docket No. MI19P3718EA

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Cynthia Ann Almada
Also known as: Cynthia A Almada

Date of Death: 05/14/2009

To all interested persons:

A Petition for **Formal Probate of Will with Appointment of Personal Representative** has been filed by **Edward R Almada** of **Hudson MA** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: **Edward R Almada** of **Hudson MA** be appointed as Personal Representative of said estate to serve **Without Surety** on the bond in **an unsupervised** administration.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 08/16/2019.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Maureen H Monks, First Justice of this Court.

Date: July 19, 2019

Tara E. DeCristofaro
Register of Probate

AD#13820113
MWDN 7/30/19

BID - EDUCATIONAL FACILITIES PLANNING SERVICES
LEGAL NOTICE
HOPKINTON SCHOOL COMMITTEE
EDUCATIONAL FACILITIES PLANNING SERVICES

Hopkinton Public Schools (District) is requesting written proposals from qualified consultants to provide educational facilities planning services to evaluate the educational adequacy of space within our schools. The selected consultant will be asked to evaluate and consider enrollment trends, capacity, grade configurations, space, quality and usability of space, flexibility, instructional practices, programmatic needs (e.g. special education service delivery), and technology infrastructure.

The study objectives, desired outputs, study schedule, proposal components and evaluation criteria are set forth in the proposal specifications.

Proposal specifications can be obtained, and proposals will be accepted at the Office of the Superintendent of Schools, Administration Building, 89 Hayden Rowe Street, Hopkinton, Massachusetts 01748, from 8:30 am to 4:00 pm, Monday through Friday, until 12:00 PM, August 26, 2019 at which time a register of proposals will be provided. Proposals will be accepted only if sent by Certified Mail, or delivered by hand between the hours of 8:30 am and 4:00 pm, and in either case must be sealed and clearly marked:

BID: EDUCATIONAL FACILITIES PLANNING SERVICES
DUE: 12:00 PM, August 26, 2019

The Town reserves the right to accept or reject any or all proposals, in whole or in part, as
may be considered to be in the best interests of the Town of Hopkinton.

Hopkinton School Committee

AD#13818439
MWDN 7/30, 8/6/19

6 ROY AVENUE
LEGAL NOTICE
MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Jayson B. Fisk and Kelli L. Fisk to Mortgage Electronic Registration Systems, Inc., as nominee for, Norwich Commercial Group, Inc. D/B/A Norcom Mortgage., its successors and assigns, dated May 25, 2017 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 69336, Page 344, subsequently assigned to Wells Fargo Bank, N.A. by Mortgage Electronic Registration Systems, Inc. as nominee for Norwich Commercial Group, Inc. d/b/a Norcom Mortgage, its successors and assigns by assignment recorded in said Middlesex County (Southern District) Registry of Deeds at Book 70500, Page 434 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 3:00 PM on August 20, 2019 at 6 Roy Avenue, Holliston, MA, all and singular the premises described in said Mortgage, to wit:

a certain tract or parcel of land with the buildings thereon situated on the southeasterly side of Roy Avenue in said Holliston, and being lot 12 as shown on plan entitled "Subdivision Plan of Land in Holliston" dated Aug. 3, 1956 filed with the Middlesex County South District Registry of Deeds as #1004 of 1959, Book 9407, Page 476 and being particularly bounded and described as follows, to wit:
NORTHWESTERLY by the Southeasterly line of said Avenue as shown on said plan 130.43 feet;
NORTHERLY by said line of said Avenue as shown on plan 41.40 feet;
NORTHEASTERLY by the Southwesterly line of Concord Street as shown on said plan 90.10 feet;
SOUTHEASTERLY by land now or formerly of one White, being an unidentified parcel on said plan, 149.15 feet; and
SOUTHWESTERLY by Lot 11 as shown on said plan 137.85 feet. Containing 19,230 square feet more or less.
Together with a general easement in said Roy Avenue as shown on said plan for all purposes for which streets and ways are ordinarily used in the Town of Holliston.
Being the same premises conveyed to us by deed of Charles D. Kerchner and Jessica Kerchner dated April 28, 2017 and recorded herewith.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS ($5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

Other terms, if any, to be announced at the sale.

Wells Fargo Bank, N.A.

Present Holder of said Mortgage,
By Its Attorneys,
ORLANS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
18-016391

AD#13812452
MWDN 7/30, 8/6, 8/13/19

ZBA 8/14/19 HEARINGS
LEGAL NOTICE
FRAMINGHAM ZONING BOARD OF APPEALS -
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on **Wednesday, August 14, 2019**, in the **Ablondi Room** of the Memorial Building, 150 Concord Street, Framingham, to consider:

19-14 | 7:30 PM

Petition of **Colbea Enterprises, LLC** for a **Special Permit** for the change of a non-conforming use, **Variances** for a new structure within the rear setback, and for less than the required landscaped open space, pursuant to §I.D.6 and §IV.E.2 of the Zoning By-Law, on the premises located at **601 Old Connecticut Path**, Parcel ID: 072-59-8679-000, Zoning District: Office & Professional (P).

19-15 | 7:00 PM

Petition of **Wolf Auto Group LLC** and **Simon's Auto Body Inc.** to extend a **Special Permit** for auto repair beyond the original two-year period, and to remove such time limitation, pursuant to §II.B.5.u. of the Zoning By-Law, on the premises located at **37 Waverly Street**, Parcel ID: 129-37-1229-000, Zoning District: Business (B).

19-16 | 7:15 PM

Petition of **Gregory D. Tartaglia** for a **Variance** to place a shed within the required front setback, pursuant to §IV.E.2 of the Zoning By-Law, on the premises located at **2 Meadowview Lane**, Parcel ID: 088-75-5904-000, Zoning District: Single Residence (R-3).

19-17 | 7:15 PM

Petition of **Andrew C. Piedra** and **Basil Issaev** for a **Variance** to build an addition to the front entrance within the required front setback, pursuant to §IV.E.2 of the Zoning By-Law, on the premises located at **14 Gina Circle**, Parcel ID: 059-00-1462-000, Zoning District: Single Residence (R-1).

19-18 | 7:30 PM

Petition of **Yanet Lahoud** and **Frank Jaimez** for a **Variance** to keep a non-permitted shed within the required side yard setback, pursuant to §IV.E.2 of the Zoning By-Law, on the premises located at **7 Scott Drive**, Parcel ID: 057-30-4867-000, Zoning District: Single Residence (R-3).

S19-06 | 7:45 PM

Petition of **Waverley Apartments, LLC** for **Variances** for the number of wall signs, letter height of wall signs, size of freestanding signs, and placement of sign on canopy, pursuant to §1.10.3.1.(g.)(11.), §1.10.2.1, §1.10.2.5 (chart 1), and §1.9.3 of the Sign By-Law, on the premises located at **266 Waverly Street**, Parcel ID: 128-06-2160-000, Zoning District: Central Business (CB).

S19-07 | 7:30 PM

Petition of **Colbea Enterprises, LLC** for **Variances** for the number of wall signs, wall sign letter height, illuminated strip on gas station canopy, and sign face area for monument sign, pursuant to §1.10.3.4(b and d), §1.10.2.5 (chart 1), and §1.10.3.4 (chart 7), on the premises located at **601 Old Connecticut Path**, Parcel ID: 072-59-8679-000, Zoning District: Office & Professional (P).

Visit www.FraminghamMA.gov/meetings for more information. Legal notice can be found in the MetroWest Daily News or on MassPublicNotices.org.

Philip R. Ottaviani, Jr., Chair
Office: 508-532-5456
ZBA@FraminghamMA.gov

AD#13819900
MWDN 7/30, 8/6/19



LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT PROPOSED BY UNION TWIST, INC.

Notice is hereby given that a Community Outreach Meeting for **Union Twist, Inc's proposed Marijuana Establishment** is scheduled for **Wednesday August 7, 2019 at 7:00pm in the Community Room of the McAuliffe Branch of the Framingham Public Library located at 746 Water Street, Framingham MA 01701**. The proposed Marijuana Retailer is anticipated to be located at **630 Worcester Road, Framingham MA 01702**. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Union Twist, Inc.

A copy of this notice is on file with the City Clerk, Planning Board, Board of Health, Mayor's Office and City Council, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

RECEIVED
JUL 29 2019
BY: V. V.
Board of Health

CITY OF FRAMINGHAM
CITY CLERK'S OFFICE
2019 JUL 29 P 1:24

RECEIVED
JUL 29 2019
By
Planning Board

2019 JUL 29 PM 1:35
OFFICE OF THE MAYOR
FRAMINGHAM, MA.

CITY OF FRAMINGHAM
CITY COUNCIL
2019 JUL 29 PM 1:27

Attachment C



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
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Total Postage and Fees
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[redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3010 0001 1139 1712



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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To [redacted]

Street and

City, State,

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3010 0001 1139 1675



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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- ☐ Adult Signature Restricted Delivery $

Postage
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Total Postage and Fees
$

[redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)
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Postage
$

Total Postage and Fees
$

[redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3010 0001 1139 1729

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT PROPOSED BY UNION TWIST, INC.

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Union Twist
CANNABIS CO.

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 Framingham's Zoning By-Law. In accordance with Zoning By-Law Section 2.B, Union Twist's proposed retail marijuana establishment is located in the Marijuana Retail Overlay District designated for such a use.

In compliance with 935 CMR 500.110(3), 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.

As required by City of Framingham's Zoning By-Law, Union Twist has received approval via Minor Site Plan Review from the Planning Board. The permit decision shall expire in three years if not exercised by Union Twist. To complete renovations to its site, Union Twist will obtain a Building Permit and, once completed, a Certificate of Occupancy.

Union Twist will apply for a Marijuana Operating Permit which is issued annually by the Framingham Board of Health. Union Twist will comply with all conditions and standards set forth in any local permit required to operate a retail marijuana establishment at Union Twist's proposed location.

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 Framingham. 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.

Union Twist
CANNABIS CO.

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.

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	*Total Par Value*	*Num of Shares*
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

X 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

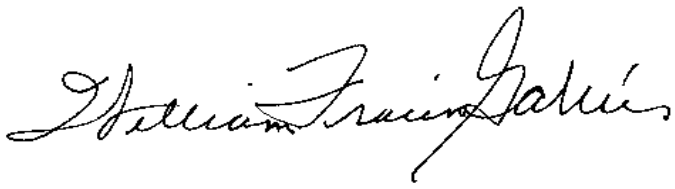
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THE COMMONWEALTH OF MASSACHUSETTS

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



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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, arbitrative, 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: $100.00

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

Annual Report
(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001353659

1. Exact name of the corporation: UNION TWIST, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: MICHAEL P. ROSS, ESQ.
No. and Street: PRINCE LOBEL TYE LLP
ONE INTERNATIONAL PLACE, SUITE 3700
City or Town: BOSTON State: MA Zip: 02110 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 630 WORCESTER RD.
City or Town: FRAMINGHAM State: MA Zip: 01702 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	TAHIRA REHMATULLAH	630 WORCESTER RD. FRAMINGHAM, MA 01702 USA
TREASURER	TAHIRA REHMATULLAH	630 WORCESTER RD. FRAMINGHAM, MA 01702 USA
SECRETARY	TAHIRA REHMATULLAH	630 WORCESTER RD. FRAMINGHAM, MA 01702 USA
DIRECTOR	TAHIRA REHMATULLAH	630 WORCESTER RD. FRAMINGHAM, MA 01702 USA

7. Briefly describe the business of the corporation:

CULTIVATION, PROCESSING, AND RETAILING OF PRODUCTS

8. Capital stock of each class and series:

	Par Value Per Share	Total Authorized by Articles	Total Issued

9. Check here if the stock of the corporation is publicly traded: __

10. Report is filed for fiscal year ending: 01/31/ 2019

Signed by TAHIRA REHMATULLAH , its PRESIDENT
on this 30 Day of July, 2019

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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.

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

mass.gov/dor

Letter ID: L2048479808
Notice Date: April 6, 2020
Case ID: 0-000-882-540

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, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Union Twist
CANNABIS CO.

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 & $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

November 5, 2018

I. Company Description

A. Who We Are

Union Twist, Inc. ("Union Twist") is committed to providing high-quality medical and adult use cannabis to qualified patients and 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 co-located Registered Marijuana Dispensary ("RMD") and 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 and patients 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, patients, 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) co-located RMDs and RMEs. Union Twist will submit a full application to the Cannabis Control

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.

Tahira Rehmatullah – Cannabis Advisor

Tahira is the Chief Financial Officer of MTech Acquisition Corp, the first US-listed Special Purpose Acquisition Company focused on acquiring a business ancillary to the cannabis industry, and Managing Director of Hypur Ventures, a venture capital fund dedicated to investing in businesses that operate in the legal cannabis industry. Hypur's strategy is to invest in companies that are known by consumers, competitors, regulators and investors as trusted members of the cannabis community.

Tahira previously served as General Manager of Marley Ventures, the official Bob Marley cannabis brand. In this role, she launched and led a cannabis lifestyle brand with four product categories, managing entire development process and recruiting a 20+ member team. She maintained overall responsibility for brand's P&L and day-to-day operations of all business units, including creative, marketing, product development, finance, accounting,

sales, public relations, legal, and social mission. She served as a mentor, resource, and leader to multiple levels of team management and staff.

Tahira earned a Master of Business Administration at Yale School of Management and a BSBA from the Ohio State University Fisher College of Business.

III. Product Offerings and Competitive Analysis

A. Product Offerings

Union Twist recognizes that adult use and medical 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 or patients aged 18+ who are actively enrolled in the Commonwealth of Massachusetts' Medical Use of Marijuana Program.

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 colocated RMD/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
Revenue					
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**
Costs					
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
Income Tax - Federal total		**$4,872,041**	**$5,662,532**	**$6,252,992**	**$6,905,023**
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		**$4,978,972**	**$5,947,441**	**$6,670,842**	**$7,469,676**
% Net Margin		12%	13%	13%	13%

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PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Union Twist, Inc. ("Union Twist") will only be accessible to consumers 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, a Union Twist agent will immediately inspect the individual's proof of identification and determine the individual'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)(l). 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, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Union Twist will not engage in any marketing, advertising or branding 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, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including 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 or fruit, 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 marketing, advertising and branding materials 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, resemble existing branded products, feature cartoons 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 attractive 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)

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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 500.000, 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;
11. Union Twist will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
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 waste water 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. Testing of Union Twist's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. 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 DPH.

Union Twist's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

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.

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.

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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: 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 State Filings
- Business Records: Records that 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 agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Union Twist, including members, if any.
- Personnel Records: At a minimum 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.
- 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 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)(c) and (d), 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.
    - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
    - Within ten (10) calendar days, Union Twist will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, 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 upon request.
- Visitor Records
    - A visitor sign-in and sign-out record will be maintained at the security office. The record 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 a written 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 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.

    - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
    - Union Twist will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon 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).
- 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;
    - Agent 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 dispensed;
    - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
    - 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);
    - 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 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.
    - A list of all executives of Union Twist, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) 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).
    - 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.

<u>Record-Retention</u>

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

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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 and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) 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;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - 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; and
    - 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 500.550 or any other section of the Commission's regulations.

Union Twist
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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. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Union Twist's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Union Twist's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Union Twist's owners, managers, and employees will then successfully complete the program once every year thereafter. Union Twist will also 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 state licensing authority upon request.

As part of the Responsible Vendor program, Union Twist's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
    - Local and state licensing and enforcement;
    - Incident and notification requirements;
    - Administrative and criminal liability and license sanctions and court sanctions;
    - Waste disposal and health and safety standards;
    - Patrons prohibited from bringing marijuana onto licensed premises;
    - Permitted hours of sale and conduct of establishment;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Licensee responsibilities for activities occurring within licensed premises;
    - Maintenance of records and privacy issues; and
    - Prohibited purchases and practices.

Union Twist
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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;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Union Twist, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties

- Provide general training to Union Twist agents during new hire orientation or recurrent trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Union Twist facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Union Twist facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Union Twist agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Union Twist's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Union Twist facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the

following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Union Twist agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Union Twist facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Union Twist agents from the facility during non-business hours and perform
- security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and pending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records,
- storage and transfer records.
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and pending inventory;
- Ensuring products are properly stored, labeled, and recorded in the POS software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Union Twist's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Union Twist will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Union Twist, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Union Twist agents;
- Review and revise Union Twist personnel policies and procedures in consultation with the executive management team and department managers;

- Develop training schedules and policies for Union Twist agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-today operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Union Twist facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Union Twist facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Union Twist;
- Properly setting up product displays pursuant to Union Twist policies and procedures;
- Executing and enforcing compliance with Commission regulations and Union Twist policies and procedures;
- Understanding sales transactions using a POS software system;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

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.

Standards of Conduct

Union Twist is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is Union Twist's mission to provide a professional workplace free from harassment and discrimination for employees. Union Twist will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Union Twist's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Union Twist employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Union Twist facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire
The required attire for registered agents at Union Twist varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

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.

Overview of Personnel Policies and Procedures
Standard Employment Practices
Union Twist values the contributions of its management and staff positions. Union Twist will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement
The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies
Union Twist's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, and compliance hotline.

Investigations
Union Twist will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel
Union Twist may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status
Job Classifications
Positions at Union Twist are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is

responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules
Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage

Mandatory Meetings and Community Service Days
There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks
Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews
Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies
Union Twist's leave policies will comport with all state and federal statutes.
All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Union Twist will determine which holidays will be observed and which departments will not be required to work. Union Twist will offer unpaid parental leave for eligible employees. Please see Employment Handbook regarding additional leave policies. Union Twist anticipates observing the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving; and
- Christmas Day

Disciplinary Policies

Purpose

Union Twist's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Union Twist's progressive discipline policies and procedures have been designed consistent with Union Twist's organizational values, best practices, and state and federal employment laws.

Union Twist reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Union Twist as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Union Twist recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Union Twist will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Union Twist reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Union Twist and its employees.

Appeal Process
Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline
Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation
Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment
Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Union Twist, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. *Resignation*
   Resignation is a voluntary act initiated by the employee to end employment with Union Twist. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. *Retirement*
   An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Union Twist to give special recognition to employees at the time of their retirement.

3. *Job Abandonment*
   An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. *Termination*
   Employees of Union Twist are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. *Reduction in Workforce*
   An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. *Release*
   Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview
The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property
The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Union Twist to deduct the costs of such items from their final paycheck.

Termination of Benefits
An employee separating from Union Twist is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck.

Health Insurance
Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire
Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

<u>Compensation</u>
As an employer, Union Twist believes that it is in the best interest of both the organization and Union Twist's employees to fairly compensate its workforce for the value of the work provided. It is Union Twist's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Section Criteria
1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Union Twist, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.

6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities
The executive management team will give final approval for the compensation system that will be used by Union Twist.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.
3. The CEO is charged with ensuring that Union Twist is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
4. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
5. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

<u>Agent Background Checks</u>

- 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.

- Upon adverse determination, Union Twist will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
    a. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Union Twist along with any legal notices required.
- 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.

<u>Personnel Policies and Training</u>

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.

Union Twist
CANNABIS CO.

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 equitable access and opportunity for 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 supports equitable opportunities for minorities, women, veterans, people with disabilities, and people owho 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; and
- Providing tools to ensure the success of individuals falling into the above-listed demographics.

Diversity Recruitment and Sourcing

Union Twist seeks to build a diverse workforce comprised of at least thirty (30) percent of individuals that are of Black, African American, Hispanic, or Latino descent; are residents of the community in which it seeks to site; or have significant articulated demonstration of past experience in or businesses practices that promote economic empowerment in areas of disproportionate impact. Union Twist has developed strategic corporate initiatives to ensure a diverse and inclusive staff stands ready to serve Union Twist customers' needs. Union Twist's recruitment efforts include the following steps:

- Hosting two career fairs annually in Framingham with a goal of hiring at least three (3) employees from the fair;
- Advertising employment opportunities and job fairs in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards at grocery stores and other public places. Union Twist anticipates advertising with each of these mediums at least two (2) times per year for job fairs and whenever a posting is otherwise required;
- Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings at any time a job opening is available;
- Encouraging employees to refer applicants from diverse groups for employment at any time a job opening is available; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Union Twist's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Union Twist will offer promotions, career counseling, and training to provide all (100%) employees with opportunity for growth and to decrease turnover. Union Twist will proactively communicate opportunities for advancement, training programs, and clearly-defined job descriptions for 100 percent of all employees. Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. Union Twist anticipates hosting quarterly educational trainings (four each year).

Additionally, 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
- Create a plan that reflects spending goals expressed as total planned subcontracting dollars, for subcontractors within subcontracting categories identified. The subcontracting plan will include: the principal types of supplies and services to be subcontracted; identification of types planned for subcontracting to small business; and the method used in order to identify potential sources for solicitation purposes.

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 Plan will be reviewed annually as part of the license renewal process. 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. In addition to the quarterly reports outlined above, the Committee will conduct an annual audit that will occur prior to the renewal of Union Twist's license and will include:

- Whether or not Union Twist's workforce is comprised of at least **thirty (30) percent** of individuals that are of Black, African American, Hispanic, or Latino descent; are residents of the community in which it seeks to site; or have significant articulated demonstration of past experience in or businesses practices that promote economic empowerment in areas of disproportionate impact;
- Whether or not Union Twist held **two (2) job fair**s;
- Whether or not Union Twist provided **one (1) 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
- An outline of Union Twist's plan that reflects spending goals expressed as total planned subcontracting dollars, for subcontractors within subcontracting categories identified. The subcontracting plan will include: the principal types of supplies and services to be subcontracted; identification of types planned for subcontracting to small business; and the method used in order to identify potential sources for solicitation purposes.

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.